



# Request for Tender

## Major Construction

Project No: 22330-00803

Name of Project: Airside Surfaces Rehabilitation

Project Location: Whale Cove, Nunavut

Tender Issue Date: March 25, 2024

Tender Reference: CT2024-07

Procurement No: CT2024-07

**Form No. 6215-25-CTC**

**This Form replaces all previous GN Major Works Construction RFT & Contract Template Forms**

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# GOVERNMENT TENDER

## Airside Surfaces Rehabilitation

Work under this contract consists of but not necessarily limited to:

- Fabricate all granular materials required to complete the work and a 12-year maintenance supply of granular surface course material;
- conduct a topographic survey of the runway, runway strip, apron, and taxiway;
- excavate and grade Runway and Runway Strips to achieve 150 mm below finished grade, grade and compact surface, and place and compact granular surface course material;
- execute ditching and rough grading to ensure positive sheet drainage to the appropriate outlet;
- apply dust suppressant to runway and runway strips;
- and as noted in drawings and specifications.

### - Whale Cove, Nunavut -

***For the purposes of this tender call the provisions of the Nunavummi Nangminiaqtunik Ikajuuti (NNI Regulations) apply.***

Tender documents are available electronically for download at <http://www.nunavuttenders.ca>.

The Inuit Labour requirement for this project is **30%**. Comments on this percentage level should be submitted to the Contracts Advisor prior to the Tender Close time and date set out below.

Tender forms together with all required appendices in a sealed envelope addressed to the Procurement, Logistics & Contracts Support Office, Department of Community & Government Services, Government of Nunavut, P.O. Box 1000 - Station 1600, Iqaluit, NU X0A 0H0 (Hand Delivered to the 3rd Floor, W. G. Brown Building, Astro Hill Terrace) IN CARE OF: Don Galloway, Contracts Advisor, must be received on or before:

**Tender Close: 4 P.M. Local Time, Iqaluit, NU, April 24, 2024**  
**See Instructions to Bidders for Tender Close requirements**

To be considered each tender must be submitted on the forms provided and must be accompanied by the security stated in the tender documents.

All Enquiries to: Don Galloway, Contracts Advisor  
Department of Community & Government Services  
Procurement, Logistics & Contracts Support  
3rd Floor, W. G. Brown Building  
P. O. Box 1000 - Station 1600  
Iqaluit, NU X0A 0H0

P: (867) 975 - 6846  
F: (867) 975 - 5450  
E: [DGalloway@gov.nu.ca](mailto:DGalloway@gov.nu.ca)



GOVERNMENT OF NUNAVUT  
DEPARTMENT OF COMMUNITY AND GOVERNMENT SERVICES  
PROCUREMENT, LOGISTICS & CONTRACTS SUPPORT  
P. O. BOX 1000 - STATION 1600  
IQALUIT, NUNAVUT X0A 0H0

HAND DELIVERED TO THE 3<sup>rd</sup> FLOOR, W. G. BROWN BUILDING  
PURCHASING, LOGISTICS & CONTRACT SUPPORT  
IN CARE OF: DON GALLOWAY CONTRACTS ADVISOR

**TENDER DO NOT OPEN**

Project Number: \_\_\_\_\_

Tender For: \_\_\_\_\_

Tender Close: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Firm's Address: \_\_\_\_\_

**AFFIX TENDER RECEIPT STAMP HERE**

**DATE** \_\_\_\_\_

**TIME** \_\_\_\_\_

**RECEIVED BY** \_\_\_\_\_

**1. DEFINITIONS: For the purposes of this Request for Tenders process**

- i) **“Bid”** or **“Offer”** means a Signed offer by a Bidder, to provide the services requested by the Owner in this Request for Tenders (RFT) at the prices and with the equipment, facilities and qualified labour as submitted by the Bidder on the Bid Forms provided herein, which will be subject to evaluation and acceptance by the Buyer under the terms and conditions in these Instructions to Bidders.
- ii) **“Bidder”** means any legal entity in the business of supplying construction related or general contractor services who may submit, or has submitted, a bid in response to this RFT;
- iii) **“Buyer”** means the representative, authorized by the Contracting Authority, to request Tenders and issue a contract on behalf of the Owner;
- iv) **“Contract”** or **“Agreement”** means the Signed agreement between the Owner and the successful Bidder for the work set out in the Technical Specifications which may result from this RFT. It will include the accepted Bid, the Tender Forms and Contract documents listed on the Bid Form, any addenda issued prior to closing, and any other limited modifications or clarifications as may be mutually agreed to between the Owner and the Bidder as a result of this RFT, and shall only take effect once Signed by the Owner and issued to the successful Bidder (Contractor) with a formal contract award notice.
- v) **“Contracting Authority”** means the Government of Nunavut as represented by the Minister of Community and Government Services;
- vi) **“Contractor”**, in relation to the Contract, means the legal entity Bidder who is Responsible, and who has submitted the bid that is Responsive (compliant), and after application of the NNI Regulations is lower than that of any other Responsible and Responsive Bidder, and has been formally awarded the Signed Contract with the Owner as a result of its Bid having been accepted.
- vii) **“GN”** or **“Owner”** in the case of this RFT means the Government of Nunavut as represented by the Contracting Authority; and in the case of the Contract means the Government of Nunavut as represented by the Minister of Community and Government Services.
- viii) **“Responsible”** means, in relation to a Bidder, the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure performance of the Contract obligations;
- ix) **“Responsive”** means, in relation to a Bidder, that the Bidder has submitted a Bid which conforms in all material respects to the RFT, and is also referred to as “compliant” or “compliance”;
- x) **“Signed”** means a signature that has been physically hand written on the Bid Form by the person authorized to sign contracts on behalf of the Bidder. The signature must be written on the bid before it is scanned and uploaded via the Nunavut Tenders Bid Box, faxed or hand delivered. For the purposes of the Nunavut Tenders Bid Box, the signature cannot be a stamp or a digital signature or any form of signature such as one created in Adobe for signing Adobe files, or a photograph. **Failure to comply with this requirement will result in the bid being disqualified.**
- xi) **“Tender Close”** means the date and time by which all tender forms and all required appendices must be received by the Owner.

**2. RECEIPT OF TENDERS**

- 1. The NNI Regulations apply to this Tender and any resulting contract.
- 2. Tenders must be submitted on the Owner forms provided in this Request for Tender Document and must be accompanied by the security stated in the tender documents. Bidders shall not modify tender forms. Changes to bid and tender forms will result in disqualification of the bid.
- 3. Bids, must be received by the Owner on or before the exact date and time fixed for the Tender Close. Any Tender received after the Tender Close shall be deemed late and rejected. Such bids will not be returned to the Bidder unless Bid Security has been furnished in accordance with the Bid Security provisions herein.
- 4. Incomplete, improperly signed, or misdirected Bids will not be accepted.
- 5. Bids submissions will only be received by hand delivery, or via the Nunavut Tenders “Bid Box” where permitted.
- 6. Tenders received by facsimile, except as permitted elsewhere in these Tender Documents, will not be accepted and if received shall be disqualified.

7. Due to limited bandwidth, file size restrictions and connectivity interruptions, Bids submitted by e-mail will not be accepted under any circumstances, and will be rejected as misdirected Tenders.
8. If submitting by hand, deliver the bid to the office location and Procurement Officer identified on the Tender Form.
9. **NUNAVUT TENDERS BID BOX:** The Owner is offering vendors the option of submitting bids electronically for some, but not all, tenders and requests for proposals, using the Nunavut Tenders website (<http://www.nunavuttenders.ca>). If this RFT is eligible for the Nunavut Tenders Bid Box, a “Submit” button will appear on the webpage. By using the Bid Box, bidders are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.
10. **If submitting online via the Nunavut Tenders “Bid Box” site (<http://www.nunavuttenders.ca>), online submission of bids is subject to the terms and conditions of the Nunavut Tenders website in addition to the conditions provided herein.** By using the Bid Box, Bidders are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.
  - a) The Owner shall not be held liable for any claim, demand or other actions for any reason should an online submission be illegible, garbled, incomplete, interrupted, not received in its entirety, uploaded after stated closing time and date, uploaded to a Reference Number other than the one indicated herein, or for any other reasons or risks associated with online tenders.
  - b) For greater clarity, bids submitted online must be properly Signed. Failure to comply with the correct signature requirements will render the bid non-compliant.
11. Failure by the Bidder to comply with these Instructions to Bidders may result in the Tender submitted being disqualified. Disqualification shall be at the sole discretion of the Owner.

### **3. ASKING QUESTIONS ABOUT THE TENDER AND CONTRACT DOCUMENTS (BIDDER ENQUIRIES)**

1. THE BUYER IDENTIFIED ON THE TENDER FORM IS THE ONLY PERSON AUTHORIZED TO ANSWER QUESTIONS ABOUT THESE TENDER AND CONTRACT DOCUMENTS.
2. **QUESTIONS REGARDING THIS RFT SHOULD BE IN WRITING AND RECEIVED BY THE BUYER AT LEAST 5 WORKING DAYS BEFORE THE TENDER CLOSE DATE AND TIME. A RESPONSE TO ANY QUESTION RECEIVED AFTER THIS CUT-OFF DEADLINE CANNOT BE GUARANTEED. BIDDERS ACKNOWLEDGE THAT NOT ALL ENQUIRIES NECESSARILY WARRANT A RESPONSE; THEREFORE A RESPONSE TO EVERY ENQUIRY RECEIVED PERTAINING TO THIS TENDER SHALL NOT BE GUARANTEED. THE CONTRACT AUTHORITY RESERVES THE EXCLUSIVE RIGHT TO DETERMINE WHETHER AN ENQUIRY WARRANTS A RESPONSE OR WILL RESULT IN AN ADDENDUM.**
3. Verbal responses to any question, whether by the Buyer or any other person, shall not be relied upon by the Bidder and shall not be binding on the Buyer or Owner. Verbal communications are discouraged, cannot be relied upon, and are not binding on either party. Verbal responses to any inquiry or communication made by the Buyer identified herein, or any other person, are not binding on either party and cannot be relied upon or construed to be an implied term of this RFT or any ensuing contract. The Owner will accept no liability for any losses, damages or claims by an unsuccessful Bidder who has relied on verbal information or communication from any other party, including our client.
4. Questions regarding modifications to the Contract terms and conditions shall be in writing and submitted at least 14 working days prior to the Tender Close submission deadline, and the Owner may respond by way of addendum. Subject to any provision governing amendments to the Contract, modifications to the Contract terms and conditions will not be entertained post award.
5. No site visit will be organized or permitted within 14 days of the Bid submission deadline.

### **4. OWNER CHANGES TO THE TENDER AND CONTRACT DOCUMENTS (ADDENDA)**

1. The Owner reserves the right to make any change amendment or clarification to this RFT at any time prior to the closing date and time, including amending the specifications and the closing date and time.
2. In the event of changes to the RFT, the Buyer will formally amend the RFT documents by way of an addendum.

3. Any amendments made by the Owner to these Tender and Contact Documents will be issued in writing by way of addenda and shall become part of this tender. If an addendum is issued, it will be posted on the Nunavut Tenders website (<http://www.nunavuttenders.ca>). Bidders who are registered and obtained the RFT document from the Nunavut Tenders website will receive an automatic e-mail notification from “no-reply@nunavuttenders.ca” that an addendum has been posted. Such Bidders will be required to go to the website and download the addendum. Bidders not registered to the Nunavut Tenders website assume all risks of not receiving addenda. Receipt of all addenda must be acknowledged on the Tender Form by the Bidder.
  4. Notwithstanding the foregoing, and where online bidding is not permitted, in the event of inclement weather resulting in an office closure on the Tender Close, the Owner may extend the Tender Close (“Blizzard Extension”). This extension may be issued on the day of the Closing. A Blizzard Extension may be issued via the Nunavut Tenders website, or by other reasonable means as the Owner may deem necessary. For this reason, it is recommended that full contact information be provided when registering for documents on the Nunavut Tenders website.
  5. In the event that the extension cannot be issued prior to an office closure, the Owner will confirm with Bidders, in writing, whether a Bid has been submitted and will require proof of delivery in order to consider the Bid submitted and received on time.
  6. Bidders not included in the Bidders List on the Nunavut Tenders website will not receive addenda directly from the Buyer or Contract Authority.
- 5. The GN has discontinued two-phase Tender Closes. This Tender will have a single Tender Close date. Bidders must submit the following at Tender Close:**
- (i) The Bidder shall complete the Tender Form and all required appendices;
  - (ii) Tenders submitted in hard copy must be Signed and submitted in a sealed envelope clearly marked with the Project Name, Tender Close Date and Time, Name and Address of the Bidder on the exterior of the envelope. A sample envelope cover is provided herewith and may be affixed to any envelope. Note that this labelling requirement applies to the outside packaging used by Canadian North Air Cargo Express Envelopes, Canada Post, Fedex, or any other postal or courier packaging, envelopes, parcels, etc. Bidders who do not comply with this instruction assume the risk that their bid will not be delivered on time. Refer to the Receipt of Tenders for online submissions through the Nunavut Tenders Bid Box.
  - (iii) For greater clarity, the Tender Form does not require a Corporate Seal.
  - (iv) The Bidder 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 Bidder in order to complete the Work.
  - (v) The Bidder 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.
  - (vi) The Bidder 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.
  - (vii) Tenders will not be opened until 10AM on the morning after the Tender Close..

## **6. BID SECURITY REQUIREMENTS**

### **1. When Tendering**

- a) **For a Tender Less than \$250,000.00, no bid security is required.**
- b) **For a Tender \$250,000 and Over:** The Bidder shall enclose bid security in the form of either:
  - (i) a Bid Bond, in a form approved by the Federal Treasury Board, or a CCDC Bid Bond, 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

**Project #22330-00803**

- ## 7. AMENDMENTS TO TENDERS

- February 2021
- 
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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.

#### 8. TENDER DOCUMENTS - Appendix "A"

1. Tenders shall be based on the documents listed in Appendix "A" "List of Tender Documents".
2. Bidders should confirm with the Owner 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.

#### 9. INUIT, NUNAVUT AND LOCAL INCENTIVES and Appendices "B-1" and "B-2" and "Exhibit 6"

1. The NNI Regulations apply to this tender and any resulting contract. A copy of the Regulations is available at the following website: <http://nni.gov.nu.ca/Regulations>. The Regulations can be downloaded in English, Inuktitut, Inuinnaqtun and French.
2. Consistent with the NNI Regulations, 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, Bidders are required to invite Inuit, Nunavut and Local companies to bid on subcontracts for the purposes of this Work.
3. Where certain goods or services must be purchased from a local municipal corporation (e.g. the Hamlet or City), there will be no NNI incentives granted for the supply of those goods or services.
4. Appendix "B-1" must be completed and submitted in accordance with the Tender Close requirements in section 5 above.
5. Appendix "B-2" must be completed and submitted in accordance with the Tender Close requirements in section 5 above. For greater clarity, an Appendix "B-2" that is received late or not received at all or not received in whole will result in denial of any NNI Bid Adjustments the Bidder would otherwise be entitled to had Appendix "B-2" been received on time.
6. The Bidder shall show its intention to not only meet the Minimum Inuit Labour Requirement prescribed in Exhibit 6 in the Contract 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.
7. If the dollar value of Total Inuit Labour identified by the Bidder on Appendix "B-2" is less than the Minimum Inuit Labour Requirement set out in Clause 3.1 of Exhibit 6 in the Contract, the Owner **MAY** accept the Tender, so long as the qualification is removed and the Bidder is found to be the lowest responsive and responsible Bidder after application of the Bid Adjustments. The Bidder will be required to increase the Inuit Labour 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.
8. A Bidder, who on previous Contracts with a similar Minimum Inuit Labour Requirement failed to meet the Minimum Inuit Labour Requirement, may be deemed "not responsible" (as defined in the Government Contract Regulations) for purposes of the present Tender.
9. 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 Regulations Bid Adjustments, will result in denial of future bid adjustments in accordance with the NNI Regulations, sections 8.5, 8.6 and 8.7 at the sole discretion of the Owner and as further described in Exhibit 6 in the Contract.
10. 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.
11. **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. All parties to the joint venture will be jointly and severally liable for all Inuit, Nunavut, and Local content requirements.

12. **Partnerships and Special Purpose Vehicles:** If the Bidder is a partnership as defined in the *Partnerships Act* or a Special Purpose Vehicle (a legal entity created solely for the purpose of submitting a Bid for this Request for Tenders), the partnership or Special Purpose Vehicle will be treated as the contractor and must maintain separate registration as an Inuit Firm or Nunavut Business from its parent entities. The Inuit Firm or Nunavut Business status of the parent entities will not be considered.
13. **Obligation to Provide Training for Inuit Labour:** Bidders are advised that training programs are required for all contracts with an anticipated labour value of \$1 million or higher and with duration of twelve (12) months or longer; refer to Appendix "B" for additional information.
14. **Parental Guarantee:** If the Bidder is a partnership, Special Purpose Vehicle, or a new corporate entity formed within twelve (12) months of Tender Close, the Owner reserves the right to require a parental guarantee from the Bidder's parent entities respecting the Inuit, Nunavut, and Local Content obligations in the Contract.
1. **SCHEDULE OF UNIT PRICES – Appendix "D"** The Bidder shall submit a schedule of unit prices on Appendix "D". Unit prices shall include the cost to supply and install as appropriate, and shall include all statutory charges, overhead, profit and the Bidder's contingency allowance.

#### 10. ~~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.~~

#### 11. ~~OPTIONS PROPOSED BY THE BIDDER – Appendix "F"~~

- ~~1. Bidders 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 Bidder.~~
  - ~~(vi) By submitting an option on Appendix "F" the Bidder relinquishes any proprietary right to such option. The Owner reserves the right to release the Option to other Bidders in order to obtain competitive prices.~~

#### 12. PLANT AND EQUIPMENT LIST – Appendix "G"

1. NOT USED

#### 13. TRANSPORTATION OF MATERIALS – APPENDIX "H"

1. Modes of transportation of materials and carriers may be determined by the Bidder except for marine transport in which case Clause 2 of Appendix H shall apply.
2. The successful Bidder shall comply with requirements of Appendix "H" titled "Transportation of Materials".
3. Failure to comply with the Owners specified carriers will result in denial of bid adjustments.

**14. INSURANCE REQUIREMENTS – Appendix "I"**

1. Upon receipt of an Advice to Low Bidder Letter, the successful Bidder shall furnish within 14 days of the date of the notification of eligibility for a contract award:
  - (i) The Insurance specified in Article 19 of the attached form of contract, on a Certificate of Insurance in a form substantially similar to the one provided in Appendix I.

**15. CONTRACT SECURITY**

1. Upon receipt of an Advice to Low Bidder Letter, the successful Bidder shall furnish within 14 days of the date of the notification of eligibility for a contract award:
  - (i) The security specified in Article 8 of the attached form of contract.

**16. REQUIREMENT FOR USING HOTELS OR BED AND BREAKFAST FACILITIES**

1. Upon receipt of an Advice to Low Bidder Letter, the successful Bidder shall furnish within 14 days of the date of the notification of eligibility for a contract award:
  - (i) Evidence of compliance with Article 4.24 of the attached form of contract.

**17. GOODS AND SERVICES TAX**

1. The Bidder 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, but is exempt from provincial sales taxes (PST) and from the provincial portion of Harmonized Sales Taxes (HST).

**18. 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 seal or, where there is no such seal affixed, each signature shall be duly witnessed.
2. The Bidder, 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 Bidder to properly sign and execute the Bidder may result in the disqualification of the Tender.

**19. AVAILABILITY OF OWNER STOCKPILED GRANULAR MATERIAL**

1. Granular materials are not available from Owner's stockpiles. Bidders 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) Where granular materials must be purchased directly from the local municipal corporation (e.g, the Hamlet or City), NNI bid adjustments will not apply.

- (iii) If the successful Bidder 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) Bidders are advised that:
    - the successful Bidders 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.

## 20. STORAGE OF PROPANE CYLINDERS

1. The successful Bidder will be responsible for the proper care and storage of propane cylinders on the job site in accordance with the Nunavut *Fire Safety 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 Safety Act* is available by contacting:

The Fire Marshall's Office  
Department of Community & Government Services  
Government of Nunavut  
Tel: (867) 975-5310 Fax: (867) 975-5453

## 21. ACCEPTANCE AND OWNER'S RESERVED RIGHTS

1. This Bidder is irrevocable for a period of (30) calendar days from the date of the Tender Close, as described in Instructions to Bidders, Section 5.
2. The Bidder 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 the Tender Close.
3. Bids containing qualifications other than in the manner prescribed may be disqualified at the sole discretion of the Owner.
4. 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.
5. When only one Bid is received and that Bid is not compliant, that Bid may be evaluated and accepted at the sole discretion of the Owner.
6. The Owner reserves the right to negotiate the tendered price solely with the low bidder (after adjustments in accordance with the Nunavummi Nangminiaqtunik Ikajuuti (NNI Regulations), 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 bids 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.
7. Bidders 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 *Business Corporations Act* and the *Labour Standards Act*.
8. The successful Bidder 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 employment 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.

**9. Advice to Low Bidder Letter**

1. Upon receipt of an Advice to Low Bidder Letter, the successful Bidder shall furnish within 14 days of the date of the notification of eligibility for a contract award
  - (a) The security specified in Article 8 of the attached form of contract;
  - (b) The Insurance specified in Article 19 of the attached form of contract, on a certificate of Insurance in a form substantially similar to the one provided in Appendix I;
  - (c) Evidence of compliance with Article 4.24 respecting Tourist Accommodations;
  - (d) Signed Major Works Agreement; and
  - (e) Any other requirement set out in the notification.

**10. Upon Receipt of Insurance, Contract Security and other Award Requirements**

1. Upon receipt of the Insurance, Contract Security, Evidence of Compliance with Tourist Accommodations, and other requirements furnished in accordance with 7.1 above:
  - (a) the Owner will review the Insurance, Contract Security and other submissions to the satisfaction of the OWNER; and
  - (b) if all submissions are satisfactory, the Owner will formally award the contract and return a signed Contract to the successful Bidder, who will be thereafter referred to as the Contractor.

**22. BIDDER'S REPRESENTATIONS AND WARRANTIES**

1. The Bidder represents, warrants, and covenants that:
  - (a) It shall not discuss or communicate, directly or indirectly, with any other Bidder, any information whatsoever regarding the preparation of its own proposal or the proposal of the other proponent in a fashion that would contravene applicable law;
  - (b) It shall prepare and submit proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other proponent.
  - (c) It shall not engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).
  - (d) It shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the GN; deceitfulness; submitting Bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Request for Tenders.

**23. OWNER'S LIABILITY**

1. The GN shall not be liable for any expense, cost, loss or damage incurred or suffered by the Bidder or any person connected with it, in connection with this Request for Tenders, its Bid, and/or any subsequent procurement, including

costs to prepare and submit its proposal, costs to participate in the RFP process, loss of anticipated profits or for loss of opportunity.

2. The Bidder waives any and all claims, demands, liabilities, damages, losses, suits, actions or causes of action and all associated costs and expenses that it has or may have against the GN or its elected officials, directors, officers, consultants, employees, agents and representatives howsoever arising in connection with this Request for Tenders, its Bid and/or any subsequent procurement, including for any tort (negligence or other), contract breach or fundamental breach of contract or breach of legal duty or other obligation, and whether based in common law or equity and/or on an express, implied or statutory obligation, duty or liability, by or of the GN or its elected officials, directors, officers, consultants, employees, agents and representatives.
3. Should any matter not be fully released or waived by the foregoing, the maximum amount that the Bidder is entitled to in respect of such matter is limited to the lesser of: (i) its reasonable Bid preparation costs; or (ii) \$25,000.00.

**TENDER FORM****Project #22330-00803****1. PROJECT INFORMATION**Project Title: Airside Surfaces RehabilitationProject Location: Whale Cove, NU Project Number: 22330-00803

Project Owner: The Government of Nunavut, herein the "Owner", represented by the Minister of Community &amp; Government Services

**2. OFFER****(Information to be completed by Bidder)**Company \_\_\_\_\_  
(Full Legal Business Name)

Identify Nature of Multi-party Bidder (i.e.: Partnership, Joint Venture, etc.) \_\_\_\_\_

\_\_\_\_\_  
(Physical and Mailing Address)\_\_\_\_\_  
(Community, Territory/Province and Postal Code)

(herein the "Bidder") offers to the Owner to furnish all necessary tools, plant, services, materials and labor to execute and complete in a competent and professional 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 Bidder 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 the Bidder)**

The Bidder agrees:

.1 To substantially perform the Work in compliance with the required completion schedule stated in the Tender Documents, on or before **March 31, 2025, from** the date of notification of acceptance of the Tender, or within a reasonable period of time after award;

.2 That the Project site has been carefully examined, the Work described herein is understood, and the Bidder 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;

.3 That the list of Tender Documents included in Appendix "A" shall be and is the complete Tender and the Bidder's offer is made subject to all provisions contained therein;

.4 That the Tender submitted supersedes and cancels all communications, negotiations, and agreements relating to the Work other than contained in the completed Tender.

**4. FOR A CONTRACT BASED ON A UNIT PRICE.****(Information to be completed by the Bidder)**

The Bidder agrees that the following is the lump sum referred to in Clause 2 of this Tender Form and that this is the Bidder'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.

**TENDER FORM**

**Project #22330-00803**

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

- (a) **For a Unit Price Contract, the Bidder 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.

**7. SIGNATURES (Information to be completed by the Bidder)**

Signed, sealed and submitted for and on behalf of:

Company \_\_\_\_\_  
(Full Legal Business Name)

\_\_\_\_\_  
(Physical and Mailing Address)

\_\_\_\_\_  
(Community, Territory/Province and Postal Code)

\_\_\_\_\_  
(Email Address for Business Use)

Signature \_\_\_\_\_  
(Affix Seal or Witness(es) Needed)

Name & Title \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness \_\_\_\_\_

Name & Title \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness \_\_\_\_\_

Name & Title \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



## LIST OF TENDER DOCUMENTS - APPENDIX A

(Information to be completed by OWNER)

Project Number: 22330-00803

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 Bidders
3. Tender Form
4. Appendices to Tender: A, B, B-1, B-2, C, D, ~~E~~, ~~F~~, H, I, and J
5. Addenda (issued during Tender period): Addendum# \_\_\_\_ to \_\_\_\_

### **Contract**

1. Major Works Agreement
  - Article 1: Interpretation
  - Article 2: Contractor's Status
  - Article 3: General Covenants of the Contractor
  - Article 4: Contractor's Work Obligations
  - Article 5: Reporting and Meetings
  - Article 7: Subcontracts
  - Article 8: Performance Security
  - Article 9: Construction Schedule
  - Article 10: Supervision
  - Article 11: GN's Obligations and Rights
  - Article 12: Role and Responsibilities of the Consultant
  - Article 13: Compensation and Terms of Payment
  - Article 14: Taxes
  - Article 15: Changes in the Work
  - Article 16: Health, Safety, and Environmental Protection
  - Article 17: Access, Inspection, Testing, and Audit
  - Article 18: Warranty
  - Article 19: Insurance
  - Article 20: Workers' Compensation
  - Article 21: Indemnity
  - Article 22: Site and Transport Conditions
  - Article 23: Subsurface Conditions
  - Article 24: Default and Termination
  - Article 25: Substantial and Final Completion
  - Article 26: Title and Risk
  - Article 27: Suspension
  - Article 28: Financial Administration Act (Nunavut)
  - Article 29: Force Majeure
  - Article 30: Dispute Resolution
  - Article 31: Entirety of Agreement and Non Waiver
  - Article 32: Labour Relations
  - Article 33: Confidentiality
  - Article 34: General
  - Article 35: Assignment

Article 36: Liens and Claims  
Article 37: Contractor's Documents and Intellectual Property  
Article 38: Shop Drawings  
Article 39: Approval of Equipment  
Article 40: Notices  
Article 41: Execution

Exhibits:

- 1 Scope of Work
  - 2 Terms of Payment
  - 3 Schedule
  - 4 Addenda
  - 5 Supplementary Conditions
  - 6 Inuit, Local and Nunavut Labour and Content
  - 7 Insurance Certificate and Contract Security
- 
2. Special Provisions: \_\_\_\_\_
  3. Technical or General Specifications -71 Pages:
  4. Drawings-13 Pages:
  5. Geotechnical Information- 248 Pages:

The technical specifications, drawings and Geotechnical Information are available at the link below:

<https://app.ca.e-builder.net/public/publicLanding.aspx?QS=d9f9fb8e3ad84e12b1977f5ac2c555b1>

# **NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI REGULATIONS) FORMS - APPENDIX B**

## **BID ADJUSTMENT INFORMATION**

1. This contract shall be awarded to the Bidder 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 Nangminiqatunik Ikajuuti (NNI Regulations), is lower than that submitted by any other responsive and responsible Bidder. Bid and contract requirements have been developed to comply with the letter and the spirit and intent of the NNI Regulations.
2. Bidders are required to identify the dollar value of the Goods and Labour supplied by the Bidder and ALL subcontractors/suppliers.
3. The Dollar value of the Goods and Labour noted in Appendix "B-1" shall include all amounts listed in Appendix "B-2" (i.e. payroll, transportation, equipment, etc.) for the Bidder and all subcontractors. B-2 amounts that exceed the B-1 amounts will not be considered for bid adjustment.
4. The Dollar value(s) for payroll on Appendix "B-2" shall include all payroll costs for all Labour performed by the Bidder and all subcontractors.
5. Amendments affecting the tendered price shall require the Bidder to also amend Appendix "B-1" to reflect the change, prior to the Tender Close.
6. Bid adjustments will not be given for Goods and Labour that does not meet the definition of "Inuit Content" in Exhibit 6.
7. Any business that is not an approved Nunavut Business, 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.
8. A Bidder (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.
9. It is important that you include the name of your sub-contractors and suppliers on the B2 forms. The NNI information that is submitted with the Bidder (on the B2 forms) is used to determine the lowest NNI Adjusted price. The person doing the NNI review looks for the name of the sub/supplier you have listed in your bid on the NNI and NTI lists of approved businesses (NNI and NTI Registries). If there are no names provided in the B2 forms, there are no adjustments given. If there is not enough room on to list all suppliers, photocopy the B2 form and list the additional suppliers on the copy.
10. 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.
11. If there are 2 suppliers with different NNI/NTI status, you put the amount applicable to each supplier in the appropriate column. For example, search the NTI and NNI websites for suppliers of accommodations. If a hotel is not listed in either registry, then put their amount in "Other". If you are using two hotels and only one is on a registry, then put that amount in the appropriate status column, and put the other hotel's amount in the "Other" column. However, include both hotel suppliers' names on the 'Accommodation' line item. In order for a bidder to receive bid adjustments for Accommodations, where the Bidder puts a company name that is registered on the NNI website instead of a hotel or bed and breakfast ("Tourist Accommodation") listed on the EDT Tourism website <http://www.gov.nu.ca/edt/operators>, but the company named in the B2 is the same company name associated with the hotel named on the Tourism site, bid adjustments will be allowed for the purposes of the Bidder's intention to comply with the Tourist Accommodations requirements of the intended contract.
12. For greater clarity, If the Bidder puts a company name that is registered on the NNI website instead of a hotel or bed and breakfast ("Tourist Accommodation") listed on the EDT Tourism website <http://www.gov.nu.ca/edt/operators>, but the company named in the B2 is not associated with a commercial Tourist Accommodations, bid adjustments will be denied for the Bidder's failure to confirm intent to comply with the Tourist Accommodations requirements of the intended contract.

## NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI REGULATIONS) FORMS - APPENDIX B

13. Bidders shall indicate their compliance with Appendix H Marine Transportation Requirements by listing the designated carrier on their Appendix B-2 forms. Failure to comply will result in disqualification of this bid. If marshalling costs are to be incurred, those costs shall be allocated to the appropriate company name and placed in a separate line item and shall not be included in the sealifts costs. Any company name on the sealift line item in Appendix B-2 forms, other than the designated carrier, shall result in the bid being deemed non-compliant and disqualified from further consideration.
14. For “Contractor’s Expenses” you include only your own expenses. Any of your costs to another supplier or sub-contractor must be identified on a separate line item with the company receiving the money identified. The service and company name must be provided. Do not include any materials you are supplying in your General Expenses line item. Put them in the materials section of the B2 form.
15. If and when requested by the GN, the Bidder shall, prior to award, provide the GN with any and all clarifications, substantiations or further explanation about the proposals made by the Bidder in respect to Local, Nunavut, Inuit and other content contained in their bid and reflected on Appendices “B-1” and “B-2”.
16. Bidders are advised to carefully review Exhibit 6- Inuit, Local, and Nunavut Labour and Content, which sets out the successful Bidder’s obligations respecting the provision of Inuit, Local, and Nunavut content, including obligations respecting mandatory Inuit Labour and training. This Exhibit also sets out the GN’s remedies in the event of the successful Bidder’s failure to meet the requirements set out in Exhibit 6.
17. There will be no cap on the amount of Bid Adjustments for Inuit Labour.
18. *There will now be a Bid Cap Adjustment to a maximum of \$500,000.00 on the Cost Component section of the B2 form.*

# GENERAL CONTRACTOR'S & SUB-CONTRACTORS' DOLLAR AMOUNTS

## APPENDIX B-1

Project Title: Airside Surfaces Rehabilitation

Project Location: Whale Cove, NU Project Number: 22330-00803

Bidders are required to identify the dollar value of their Goods and Labour (the work the Bidder will do by itself) as well as ALL of its 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 Tender Close.** If this Appendix is not submitted or is incomplete the Bidder may be disqualified. By signing this Bid, the Bidder 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 Tender Close. The Owner reserves the right to ask the Bidder for substantiation of information provided.

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

SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2																
<b>Project Name:</b>			<b>TO RECEIVE BID ADJUSTMENTS UNDER THE NNI REGULATIONS</b> , the Bidder <b>MUST</b> complete and submit this form. This Appendix must be submitted at the Tender Close in accordance with the Instructions to Bidders. <b>Indicate the company name as it appears on the GN or NTI list of approved companies, and list materials.</b> The Nunavut, Local and Inuit status, as defined by the NNI Regulations, of named companies will be verified by the Owner. The Owner reserves the right to request substantiation of information provided and make any corrections necessary in accordance with the GN and NTI lists. The dollar value for payroll shall include all Labour performed by the General Contractor.													
<b>Project Location:</b>																
<b>Project Number:</b>																
<b>General Contractor:</b>																
<b>General Contractor:</b>																
<b>Labour/Payroll</b> (Nunavut, Inuit & Other Labour)	<b>Nunavut Residents (Local)</b>	<b>Nunavut Residents (Not Local)</b>					<b>Local Inuit Residents</b>	<b>Inuit (not Local)</b>					<b>\$ Inuit Labour Bid</b>	<b>% Inuit Labour Bid</b>	<b>Other (Non-Residents)</b>	<b>Total Payroll</b>
	\$	\$					\$	\$					\$	\$		
<b>Cost Components</b> (Excluding Payroll) (Identify Source of Good/Service)	<b>Nunavut Businesses (GN Approved)</b>		<b>Nunavut &amp; Inuit 1 Firms (GN &amp; NTI approved)</b>		<b>Nunavut &amp; Inuit 2 Firms (GN &amp; NTI approved)</b>		<b>Nunavut &amp; Inuit 3 Firms (GN &amp; NTI approved)</b>		<b>Inuit Firms (Approved by NTI as Category 1, 2 or 3)</b>						<b>Other (Not Approved)</b>	<b>Total Cost Components (Excluding Payroll)</b>
	<b>Local &amp; Nunavut (Not Inuit)</b>	<b>Nunavut (Not Local/Inuit)</b>	<b>Nunavut &amp; Inuit 1 &amp; Local</b>	<b>Nunavut &amp; Inuit 1 (Not Local)</b>	<b>Nunavut &amp; Inuit 2 &amp; Local</b>	<b>Nunavut &amp; Inuit 2 (Not Local)</b>	<b>Nunavut &amp; Inuit 3 &amp; Local</b>	<b>Nunavut &amp; Inuit 3 (Not Local)</b>	<b>Inuit 1 &amp; Local</b>	<b>Inuit 2 &amp; Local</b>	<b>Inuit 3 &amp; Local</b>	<b>Inuit 1 (Not Local)</b>	<b>Inuit 2 (Not Local)</b>	<b>Inuit 3 (Not Local)</b>		
General Contractor’s Expenses:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Accommodation:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sealift:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other Transportation:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sitework:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Framing/Structural:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>List Materials &amp; Supplier</b>	<b>Note: The name of the applicable company, either the General Contractor, Subcontractor, or Supplier must be given, to be considered for bid adjustment.</b>															
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>List Miscellaneous Expenses &amp; Supplier</b>	<b>Note: The name of the applicable company, either the General Contractor, Subcontractor, or Supplier must be given, to be considered for bid adjustment.</b>															
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL Payroll &amp; Cost Components</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Nunavut, Inuit &amp; Local Content</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>NNI Bid Adjustments</b>	<b>For GN Use Only</b>															<b>Totals</b>
<b>Qualifying Value</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Applicable Adjustment</b>																\$
<b>NNI Adjusted Value</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2</b>																

SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2

<b>Project Name:</b>			<b>TO RECEIVE BID ADJUSTMENTS UNDER THE NNI REGULATIONS,</b> the Bidder MUST complete and submit this form. This Appendix must be submitted at the Tender Close in accordance with the Instructions to Bidders. <b>Indicate the company name as it appears on the GN or NTI list of approved companies, and list materials.</b> The Nunavut, Local and Inuit status, as defined by the NNI Regulations, of named companies will be verified by the Owner. The Owner reserves the right to request substantiation of information provided and make any corrections necessary in accordance with the GN and NTI lists. The dollar value for payroll shall include all Labour performed by the Mechanical Subcontractor.														
<b>Project Location:</b>																	
<b>Project Number:</b>																	
<b>General Contractor:</b>																	
<b>Mechanical Sub-Contractor:</b>																	
<b>Labour/Payroll</b> (Nunavut, Inuit & Other Labour)	<b>Nunavut Residents (Local)</b>	<b>Nunavut Residents (Not Local)</b>					<b>Local Inuit Residents</b>	<b>Inuit (not Local)</b>					<b>\$ Inuit Labour Bid</b>	<b>% Inuit Labour Bid</b>	<b>Other (Non-Residents)</b>	<b>Total Payroll</b>	
	\$	\$					\$	\$							\$		
<b>Cost Components</b> (Excluding Payroll) (Identify Source of Good/Service)	<b>Nunavut Businesses (GN Approved)</b>		<b>Nunavut &amp; Inuit 1 Firms (GN &amp; NTI approved)</b>		<b>Nunavut &amp; Inuit 2 Firms (GN &amp; NTI approved)</b>		<b>Nunavut &amp; Inuit 3 Firms (GN &amp; NTI approved)</b>		<b>Inuit Firms (Approved by NTI as Category 1, 2 or 3)</b>						<b>Other (Not Approved)</b>	<b>Total Cost Components (Excluding Payroll)</b>	
	<b>Local &amp; Nunavut (Not Inuit)</b>	<b>Nunavut (Not Local/Inuit)</b>	<b>Nunavut &amp; Inuit 1 &amp; Local</b>	<b>Nunavut &amp; Inuit 1 (Not Local)</b>	<b>Nunavut &amp; Inuit 2 &amp; Local</b>	<b>Nunavut &amp; Inuit 2 (Not Local)</b>	<b>Nunavut &amp; Inuit 3 &amp; Local</b>	<b>Nunavut &amp; Inuit 3 (Not Local)</b>	<b>Inuit 1 &amp; Local</b>	<b>Inuit 2 &amp; Local</b>	<b>Inuit 3 &amp; Local</b>	<b>Inuit 1 (Not Local)</b>	<b>Inuit 2 (Not Local)</b>	<b>Inuit 3 (Not Local)</b>			
Mechanical Sub-Contractor's Expenses:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Accommodation:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Sealift:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Other Transportation:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
General Plumbing:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Sprinklers:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Insulation:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Sheet Metal:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Controls:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>List Materials &amp; Supplier</b>	<b>Note: The name of the applicable company, either the Mechanical Sub-Contractor or a Supplier must be given, to be considered for bid adjustment.</b>																
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>List Miscellaneous Expenses &amp; Supplier</b>	<b>Note: The name of the applicable company, either the Mechanical Sub-Contractor or a Supplier must be given, to be considered for bid adjustment.</b>																
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>TOTAL Payroll &amp; Cost Components</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>Nunavut, Inuit &amp; Local Content</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
<b>NNI Bid Adjustments</b>	<b>For GN Use Only</b>															<b>Totals</b>	
<b>Qualifying Value</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>Applicable Adjustment</b>																\$	
<b>NNI Adjusted Value</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	

SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2

<b>Project Name:</b>			<b>TO RECEIVE BID ADJUSTMENTS UNDER THE NNI REGULATIONS,</b> the Bidder MUST complete and submit this form. This Appendix must be submitted at the Tender Close in accordance with the Instructions to Bidders. <b>Indicate the company name as it appears on the GN or NTI list of approved companies, and list materials.</b> The Nunavut, Local and Inuit status, as defined by the NNI Regulations, of named companies will be verified by the Owner. The Owner reserves the right to request substantiation of information provided and make any corrections necessary in accordance with the GN and NTI lists. The dollar value for payroll shall include all Labour performed by the Electrical Sub-Contractor.														
<b>Project Location:</b>																	
<b>Project Number:</b>																	
<b>General Contractor:</b>																	
<b>Electrical Sub-Contractor:</b>																	
<b>Labour/Payroll</b> (Nunavut, Inuit & Other Labour)	<b>Nunavut Residents (Local)</b>	<b>Nunavut Residents (Not Local)</b>					<b>Local Inuit Residents</b>	<b>Inuit (not Local)</b>					<b>\$ Inuit Labour Bid</b>	<b>% Inuit Labour Bid</b>	<b>Other (Non-Residents)</b>	<b>Total Payroll</b>	
	\$	\$					\$	\$							\$	\$	
<b>Cost Components</b> (Excluding Payroll) (Identify Source of Good/Service)	<b>Nunavut Businesses (GN Approved)</b>		<b>Nunavut &amp; Inuit 1 Firms (GN &amp; NTI approved)</b>		<b>Nunavut &amp; Inuit 2 Firms (GN &amp; NTI approved)</b>		<b>Nunavut &amp; Inuit 3 Firms (GN &amp; NTI approved)</b>		<b>Inuit Firms (Approved by NTI as Category 1, 2 or 3)</b>						<b>Other (Not Approved)</b>	<b>Total Cost Components (Excluding Payroll)</b>	
	<b>Local &amp; Nunavut (Not Inuit)</b>	<b>Nunavut (Not Local/Inuit)</b>	<b>Nunavut &amp; Inuit 1 &amp; Local</b>	<b>Nunavut &amp; Inuit 1 (Not Local)</b>	<b>Nunavut &amp; Inuit 2 &amp; Local</b>	<b>Nunavut &amp; Inuit 2 (Not Local)</b>	<b>Nunavut &amp; Inuit 3 &amp; Local</b>	<b>Nunavut &amp; Inuit 3 (Not Local)</b>	<b>Inuit 1 &amp; Local</b>	<b>Inuit 2 &amp; Local</b>	<b>Inuit 3 &amp; Local</b>	<b>Inuit 1 (Not Local)</b>	<b>Inuit 2 (Not Local)</b>	<b>Inuit 3 (Not Local)</b>			
Electrical Sub-Contractor’s Expenses:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Accommodation:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Sealift:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Other Transportation:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
General Electrical:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Fire Alarm Systems:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Lighting Control Equip:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Security Systems:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Controls:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>List Materials &amp; Supplier</b>	<b>Note: The name of the applicable company, either the Electrical Sub-Contractor or a Supplier must be given, to be considered for bid adjustment.</b>																
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>List Miscellaneous Expenses &amp; Supplier</b>	<b>Note: The name of the applicable company, either the Electrical Sub-Contractor or a Supplier must be given, to be considered for bid adjustment.</b>																
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>TOTAL Payroll &amp; Cost Components</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>Nunavut, Inuit &amp; Local Content</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
<b>NNI Bid Adjustments</b>	<b>For GN Use Only</b>															<b>Totals</b>	
<b>Qualifying Value</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>Applicable Adjustment</b>																	
<b>NNI Adjusted Value</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	



SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2																	
Project Name:			<b>TO RECEIVE BID ADJUSTMENTS UNDER THE NNI REGULATIONS,</b> the Bidder <b>MUST</b> complete and submit this <b>form</b> . This Appendix must be submitted at the Tender Close in accordance with the Instructions to Bidders. <b>Indicate the company name as it appears on the GN or NTI list of approved companies, and list materials.</b> The Nunavut, Local and Inuit status, as defined by the NNI Regulations, of named companies will be verified by the Owner. The Owner reserves the right to request substantiation of information provided and make any corrections necessary in accordance with the GN and NTI lists. The dollar value for payroll shall include all Labour performed by the Sub-Contractor.														
Project Location:																	
Project Number:																	
General Contractor:																	
Other Sub-Contractor:																	
<b>Labour/Payroll</b> (Nunavut, Inuit & Other Labour)	Nunavut Residents (Local)	Nunavut Residents (Not Local)					Local Inuit Residents	Inuit (not Local)					\$ Inuit Labour Bid	% Inuit Labour Bid	Other (Non-Residents)	Total Payroll	
	\$	\$					\$	\$							\$		
<b>Cost Components</b> (Excluding Payroll) (Identify Source of Good/Service)	Nunavut Businesses (GN Approved)		Nunavut & Inuit 1 Firms (GN & NTI approved)		Nunavut & Inuit 2 Firms (GN & NTI approved)		Nunavut & Inuit 3 Firms (GN & NTI approved)		Inuit Firms (Approved by NTI as Category 1, 2 or 3)						Other (Not Approved)	Total Cost Components (Excluding Payroll)	
	Local & Nunavut (Not Inuit)	Nunavut (Not Local/Inuit)	Nunavut & Inuit 1 & Local	Nunavut & Inuit 1 (Not Local)	Nunavut & Inuit 2 & Local	Nunavut & Inuit 2 (Not Local)	Nunavut & Inuit 3 & Local	Nunavut & Inuit 3 (Not Local)	Inuit 1 & Local	Inuit 2 & Local	Inuit 3 & Local	Inuit 1 (Not Local)	Inuit 2 (Not Local)	Inuit 3 (Not Local)			
Sub-Contractor's Expenses:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Accommodation:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sealift:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other Transportation:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sitework:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Framing/Structural:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
List Materials & Supplier	Note: The name of the applicable company, either the Sub-Contractor or a Supplier must be given, to be considered for bid adjustment.																
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
List Miscellaneous Expenses & Supplier	Note: The name of the applicable company, either the Sub-Contractor or a Supplier must be given, to be considered for bid adjustment.																
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL Payroll & Cost Components	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Nunavut, Inuit & Local Content	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
NNI Bid Adjustments	For GN Use Only																Totals
Qualifying Value	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Applicable Adjustment																	\$
NNI Adjusted Value	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

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

(Information to be Completed by Bidder and Submitted with Bid)

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 Bidder	
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 Bidder and Submitted with Bid)

- (a) The conditions in Tender Form apply to the completion of this Appendix.
- (b) 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 Bidder	
Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total Price
	<i>See attached</i>				
Total Estimated Contract Price					

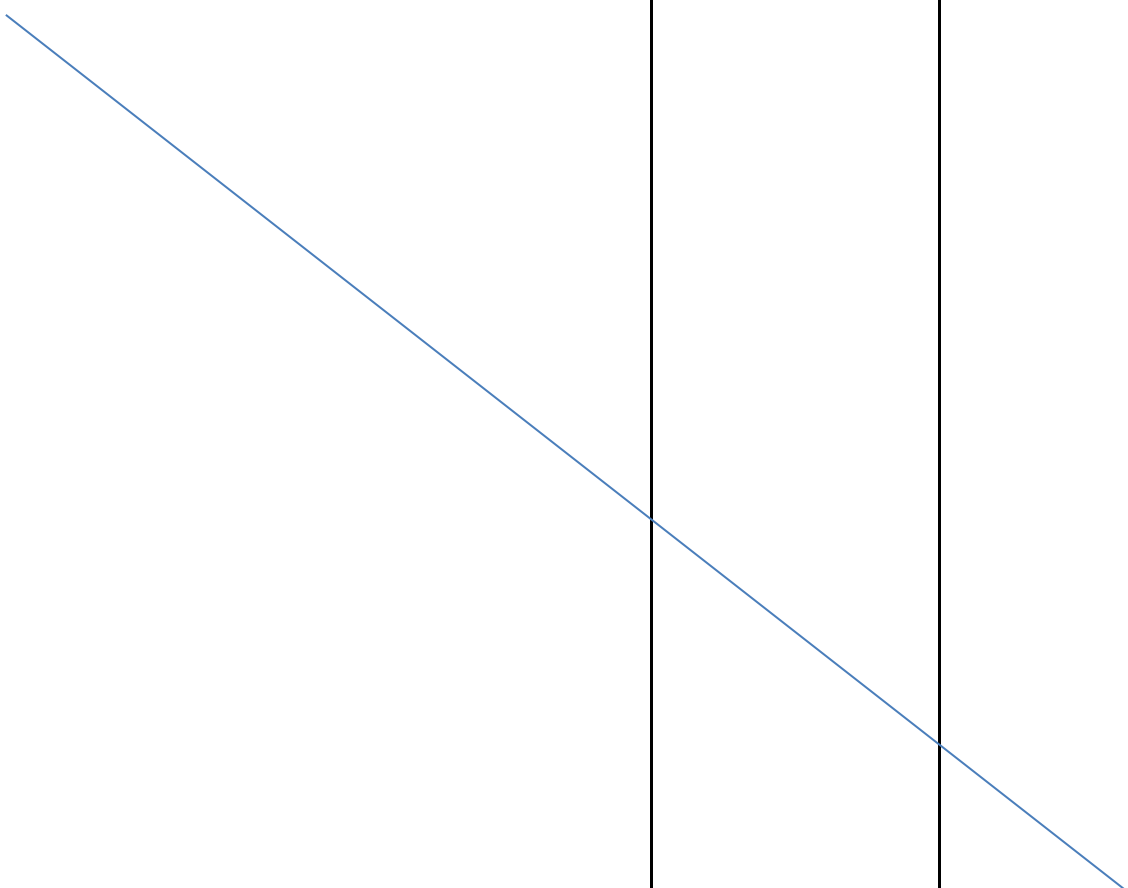
Appendix D - List of Unit Prices					
Item	Description	Unit	Quantity	Unit Price	Total Amount
<b>1.0</b>	<b>GENERAL CONSTRUCTION ITEMS</b>				
1.1	Mobilization & Demobilization (Including; Equipment & Material, Bonding, Insurance, permits, Manpower Mobilization, Accomodations, Temporary Facilities, Signage, Markers, Barricades, Survey)	L.S.	1	\$	-
1.3	Installation, management, and removal of temporary airfield lighting and signage during construction hours	L.S.	1	\$	-
1.4	Topographical condition verification survey (GPS pick-up on 10m x 10m grid)	L.S.	1	\$	-
<b>2.0</b>	<b>MATERIAL SUPPLY</b>				
2.1	Supply EK-35 dust suppressant (or equivalent)	liter	91,540	\$	-
2.2	Supply Terrafix 270R non-woven geotextile (or equivalent)	m <sup>2</sup>	300	\$	-
<b>3.0</b>	<b>GRANULAR PRODUCTION FOR RUNWAY USAGE</b>				
3.2	Supply of base-levelling course material	m <sup>3</sup>	8,100	\$	-
3.3	Supply rip-rap material	m <sup>3</sup>	30	\$	-
<b>4.0</b>	<b>RUNWAY OVERLAY</b>				
4.1	Blade existing runway surface to remove any minor ruts and loose aggregate - assumed 25mm depth (including removal and disposal off site)	m <sup>2</sup>	36,576	\$	-
4.2	Excavate to achieve 150mm below finished grade (including removal and disposal off site)	m <sup>3</sup>	1,779	\$	-
4.3	Place, grade and compact 150mm granular base-levelling course to finished grade elevation	m <sup>2</sup>	36,576	\$	-
4.4	Apply EK-35 dust suppressant or approved equivalent (quantity based on 1L/m <sup>2</sup> )	m <sup>2</sup>	36,576	\$	-
<b>5.0</b>	<b>AIR STRIP GRADING</b>				
5.1	Blade existing air strip surface to remove any minor ruts and loose aggregate (including removal and disposal off site)	m <sup>2</sup>	46,266	\$	-
5.2	Excavate to finished grade and compact (including salvage and on-site re-use of excavated material in fill locations within strip - cut/fill operation)	m <sup>3</sup>	641	\$	-
5.3	Scarify to 150mm depth, grade and prepare the existing air strip surface	m <sup>2</sup>	31,963	\$	-
5.4	Place, grade and compact granular base-levelling course to finished grade elevation	m <sup>3</sup>	1,917	\$	-
5.5	Apply EK-35 dust suppressant or approved equivalent (quantity based on 1L/m <sup>2</sup> )	m <sup>2</sup>	46,266	\$	-
<b>6.0</b>	<b>OTHER IMPROVEMENTS</b>				
6.1	Ditch construction and disposal of excavated material off site	m	1,247	\$	-
6.2	Supply and Place rip-rap and geotextile for erosion control	m <sup>2</sup>	60	\$	-
6.3	Supply and Stockpile 12 year Base Levelling Material Maintenance stockpile (17mm loss every year)	m <sup>3</sup>	3,500	\$	-
6.4	Clear stockpile area (prepare area for stockpiling - levelling, maintenance, and construction)	m <sup>2</sup>	1,167	\$	-
6.5	Rough grading areas outside of strip to ensure positive drainage away from strip	m <sup>2</sup>	42,760	\$	-
<b>7.0</b>	<b>PROVISIONAL</b>				
7.1	Place non-woven geotextile	m <sup>2</sup>	230	\$	-
7.2	Runway edge lighting adjustment allowance	ea	47	\$	-
<b>Total</b>				<b>\$</b>	<b>-</b>

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

(To be Completed by Bidder and Submitted with Bid)

In accordance with Clause 6 of the Instructions to Bidders, indicate the effect on the stipulated price for the following options and substitutions listed by the Owner. The Bidder 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.

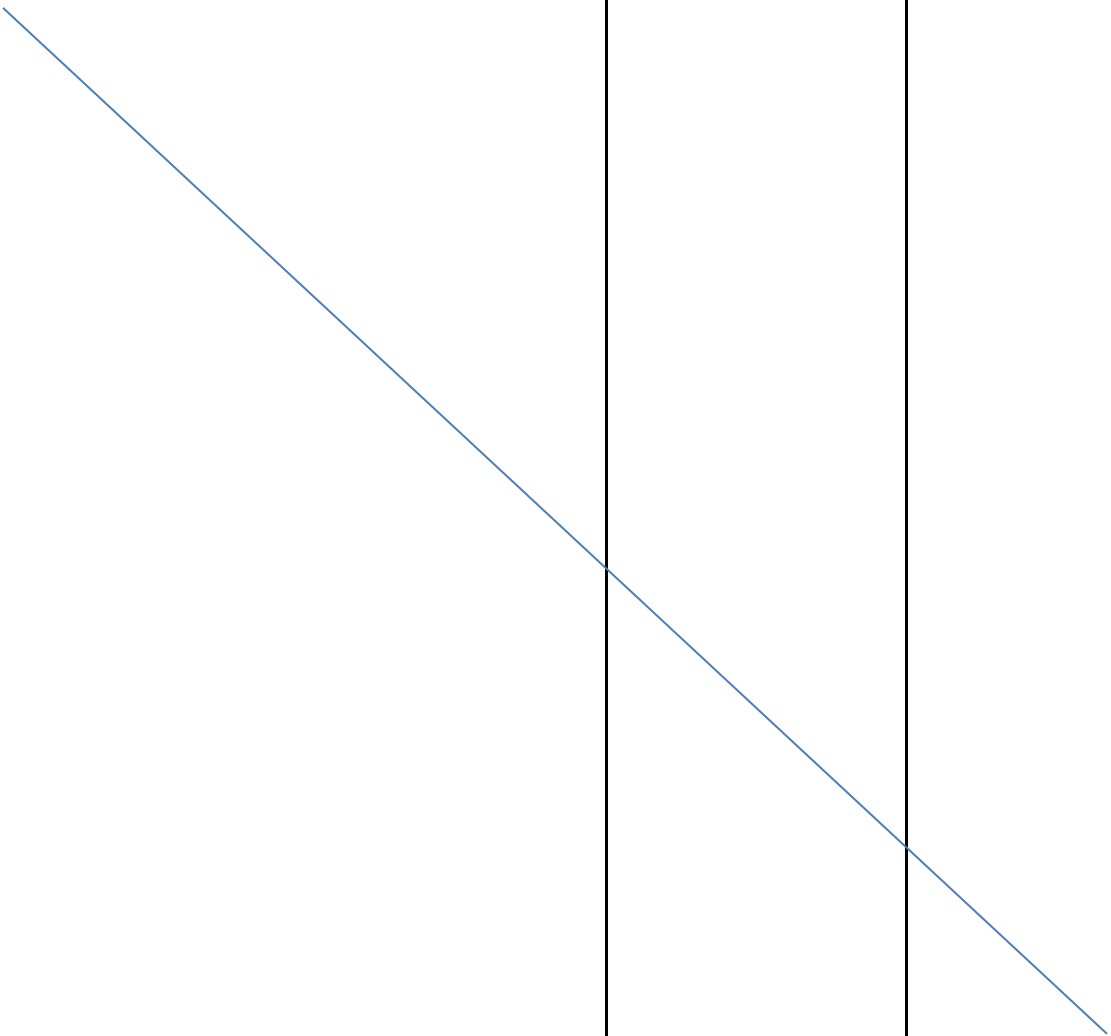
Description of Options & Substitutions (To be Completed by the GN)	Effect on Stipulated Price (\$) (To be Completed by the Bidder and Submitted with the Bid)	
	\$ Addition to Stipulated Sum Price	\$ Reduction to Stipulated Sum Price
		

**LIST OF OPTIONS PROPOSED BY THE BIDDER - APPENDIX F**

(Information to be Completed by the Bidder and Submitted with Bid)

In accordance with the Instructions to Bidders, the Bidder 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 Bidder should draw a line through the form and initial.

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

## TRANSPORTATION OF MATERIALS - APPENDIX H

1. Transportation/shipping and handling of materials and all associated 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 of this Appendix shall apply.**
2. Whenever marine (water) transport is to be utilized, the Contractor shall use the Government of Nunavut specified carriers, and space shall be booked directly with the carriers, as follows:

### 2.1 For the following communities in the following regions:

**(Area A) High Arctic :** Arctic Bay, Clyde River, Grise Fiord, Nanisivik, Pond Inlet, Qikiqtarjuaq, Resolute Bay, and Kugaaruk as far as Nanisivik

and

**(Area C) Iqaluit:** Iqaluit

and

**(Area D) South Baffin:** Cape Dorset, Kimmirut, and Pangnirtung

and

**(Area E) Kivalliq:** Arviat, Baker Lake, Chesterfield Inlet, Coral Harbour, Rankin Inlet, Sanikiluaq, and Whale Cove

and

**(Area F) Kugaaruk:** Kugaaruk

and

**(Area H) Sanikiluaq:** Sanikiluaq

THE CARRIER IS:

#### **Nunavut Eastern Arctic Shipping (NEAS)**

by ships loading at the Port of Becancour, Quebec

Contact: Marc-Andre Bougie

Phone: (877) 225-6327 (Toll Free)

Fax: (514) 523-7875

[mbougie@neas.ca](mailto:mbougie@neas.ca)

OR

#### **Nunavut Eastern Arctic Shipping (NEAS)**

by ships loading at the Port of Churchill, Manitoba

Contact: Marc-Andre Bougie

Phone: (877) 225-6327 (Toll Free)

Fax: (514) 523-7875

[mbougie@neas.ca](mailto:mbougie@neas.ca)

**NOTE: For transport to Sanikiluaq, services are from Port of Becancour.**

**2.2 For the following communities in the following regions:**

**(Area B) Foxe Basin:** Hall Beach, Igloolik and Nauyasat:

and

**(Area G) Kitikmeot:** Bathurst Inlet, Cambridge Bay, Gjoa Haven, Kugluktuk, Taloyoak and Umingmaktok (Bay Chimo):

THE CARRIER IS:

**Nunavut Sealink and Supply Inc. (NSSI)**

By ships loading at the Port of Ste-Catherine, Quebec (Greater Montreal Area)

Contact: Daniel Desgagnés

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

Fax: (450) 635-5126

[daniel.desgagnés@transarctik.desgagnés.com](mailto:daniel.desgagnés@transarctik.desgagnés.com)

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. These schedules and rates are also available from the Department of Community & Government Services, Purchasing, Logistics & Contract Support Division, Contact: John Paton, Manager Logistics at (867) 975-5437.
4. If a Contractor uses a marine carrier other than the marine carrier specified by the GN under this Appendix without having obtained the GN's prior written authorization to do so, the Contractor shall be solely responsible for any extra freight costs, administrative costs or any other costs incurred by the GN which result either directly or indirectly from the Contractor's failure to use the GN specified marine carrier as set out in this Appendix. The Contractor shall issue a credit in favour of the GN for any monies saved by the Contractor obtained from using a marine carrier other than the specified marine carriers identified in this Appendix.
5. In exceptional or extraordinary circumstances, where a specified marine carrier's sailing schedule is in substantial conflict with the project schedule, the GN will review the circumstances, taking into account the potential adverse impact on the project and the specified marine carrier's interests, and, at its sole discretion, the GN may provide authorization to allow the relevant cargo to be shipped with a marine carrier other than a specified marine carrier; such authorization must be in writing and must be obtained prior to contracting for the marine transport.



## CONTRACTOR'S CERTIFICATE OF INSURANCE - APPENDIX I

**INSURED:** \_\_\_\_\_

<b>SCHEDULE OF MANDATORY INSURANCE</b>			
<b>Type of Insurance</b>	<b>Insurer, Policy #</b>	<b>Policy Period</b>	<b>Limit of Liability/Amount</b>
COMPREHENSIVE GENERAL LIABILITY INCLUDING NON-OWNED AUTOMOBILE LIABILITY		From:  To:	BODILY INJURY \$ _____ Each Person \$ _____ Each Accident \$ _____ Aggregate Products PROPERTY DAMAGE \$ _____ Each Accident \$ _____ Aggregate Products  <b>Or,</b> BODILY INJURY & PROPERTY DAMAGE \$ _____ Inclusive \$ _____ Aggregate Products
AUTOMOBILE LIABILITY (OWNED/LEASED VEHICLES)		From:  To:	BODILY INJURY \$ _____ Each Person \$ _____ Each Accident PROPERTY DAMAGE \$ _____ Each Accident <b>Or,</b> BODILY INJURY & PROPERTY DAMAGE \$ _____ Inclusive
<b>ADDITIONAL COVERAGES REQUIRED MARKED BY [ ]</b>			
[ ] UMBRELLA LIABILITY		From: To:	\$ _____ Limits \$ _____ S.I.R.
[ ] COURSE OF CONSTRUCTION		From: To:	\$ _____ Limits (Value of Contract)
[ ] ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE		From: To:	\$ _____ Limits
[ ] PROFESSIONAL LAIBILITY INSURANCE		From: To:	\$ _____ Per Claim
[ ] 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 2<sup>nd</sup> page of this form.)

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

PARTICULARS OF INSURANCE	
<b>GENERAL LIABILITY</b> <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"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> S.E.F. No. 4a Explosive Endorsement <input type="checkbox"/> S.E.F. No. 21b Blanket Fleet Endorsement <input type="checkbox"/> S.E.F. No. 6b School Bus Endorsement  <input type="checkbox"/> <b>AIRCRAFT LIABILITY</b> <input type="checkbox"/>  <input type="checkbox"/> <b>WATERCRAFT LIABILITY</b> <input type="checkbox"/>  
<b>REMARKS (STATE DEDUCTIBLES) IF ANY</b>     	

**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**

Bidders are advised to carefully review **Exhibit 6- Inuit, Local, and Nunavut Labour and Content**, which sets out the successful Bidder's obligations respecting the provision of Inuit, Local, and Nunavut content, including obligations respecting mandatory Inuit Labour and training. This Exhibit also sets out the GN's remedies in the event of the successful Bidder's failure to meet the requirements set out in Exhibit 6.

<b>Inuit Labour</b>	
<p>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.</p>	
<p>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.</p>	<p><u>30%</u> <b>Prescribed</b> minimum level of Inuit labour as a percent of total labour by dollar value.</p>
<b>Substantiation</b>	
<p>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 total labour and 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.</p> <p>If requested, the general contractor shall also provide a completed "Employee Verification and Consent Form" for an Inuit worker.</p>	

**Community & Government Services  
Major Works Agreement**



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Project Title Airside Surfaces Rehabilitation

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Location Whale Cove, NU

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Project No. 22330-00803

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Contractor

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Contract No. 22330-00803-01

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**Exhibits:**

<b>Exhibit</b>	<b>Description</b>
1	Scope of Work
2	Terms of Payment
3	Schedule
4	Addenda
5	Supplementary Conditions
6	Inuit, Local and Nunavut Labour and Content
7	Insurance Certificates and Contract Security

**THIS AGREEMENT MADE** as of **[Insert Date]**,

**BETWEEN:**

**THE GOVERNMENT OF NUNAVUT** as represented by the Minister of Community & Government Services ("**the GN**")

- and -

**[Insert Proper Legal Name of Contractor]**, a corporation duly incorporated pursuant to the laws of **[Insert Jurisdiction]** (hereinafter called the "**Contractor**").

**WHEREAS** The GN desires the performance of the Work described in this Agreement;

**WHEREAS** The Contractor is engaged in the business of performing such Work and will provide all expertise, equipment, material and personnel to perform the Work; and

**WHEREAS** The GN and the Contractor wish to set out the terms and conditions on which the Contractor shall carry out the Work;

**NOW THEREFORE**, the Parties, each in consideration of the promises and agreements of the other, hereby agree as follows:

**ARTICLE 1  
INTERPRETATION**

1.1 The following Exhibits are attached hereto and shall form and be read and construed as an integral part of this Agreement:

Exhibit	Description
1	Scope of Work
2	Terms of Payment
3	Schedule
4	Addenda
5	Supplementary Conditions
6	Inuit, Local and Nunavut Labour and Content
7	Insurance Certificates and Contract Security

1.2 The intent of this Agreement is to include all equipment, material, labour, products and services necessary for the Contractor to perform the Work in accordance with this Agreement and any equipment, material, labour, products and services properly inferable therefrom. The Contractor will not supply products or perform work inconsistent with or in contravention of this Agreement.

1.3 Capitalized words and phrases used herein shall, for all purposes of this Agreement and the Schedules hereto (unless there is something in the subject matter or context inconsistent therewith or unless otherwise defined herein), have the meaning set out below:

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- (a) **"Acceptance"** means express acceptance, concurrence or consent in writing by the Consultant and **"Accepted"**, **"Acceptable"** and **"Accept"** shall be construed accordingly.
- (b) **"Agreement"** means this document, including the Exhibits as referenced in **Article 1.1**, originally executed or as they may from time to time be supplemented, amended, revised or otherwise modified in accordance with the applicable provisions of this document and the Exhibits.
- (c) **"Applicable Laws"** means all laws, statutes, regulations, standards, codes, orders, by-laws, ordinances, directives or other rules enacted or issued from time to time by any duly constituted Authority having jurisdiction over the Contractor or the GN or the activities carried out under this Agreement, including safety, occupational health, customs and excise, taxation, workers compensation, labour and environmental protection laws, statutes, regulations, standards, codes, orders, directives and other rules.
- (d) **"Approval"** means express acceptance, concurrence or consent in writing and **"Approve"** and **"Approved"** shall be construed accordingly.
- (e) **"Authority"** means any:
- (i) government or government department or agency;
  - (ii) municipality, local government authority or council;
  - (iii) other statutory authority;
  - (iv) fiscal or judicial body, commission, board, tribunal or agency; or
  - (v) other regulatory person or body;
- having jurisdiction or authority in any way over the Contractor or the GN or the subject matter of the Agreement, including a right to impose a requirement or whose Approval is required with respect to the Work.
- (f) **"Business Day"** means a day that is not a Saturday, Sunday or any other day which is a statutory holiday in Nunavut.
- (g) **"Change"** means any of the following:
- (i) An addition to the Work;
  - (ii) A deletion of any part of the Work;
  - (iii) A revision or modification to any part of the Work already completed;
  - (iv) A variation to the schedule for the completion of a Milestone;
  - (v) A modification in, variation to or deviation from the requirements set out in **Exhibit 1 – Scope of Work**;

but for greater certainty, a Change shall not include:



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- A. modifications, revisions or deviations to the requirements of the Agreement that are necessary to make the Work conform to the requirements set out in **Exhibit 1 – Scope of Work**;
  - B. any items that can reasonably be inferred as being included in the Work, including the advancement and development of the design of any element of the Work within the Contactor's responsibility under the Agreement;
  - C. modifications, revisions or deviations to the requirements of **Exhibit 1 – Scope of Work** or any additional services that are requested by the GN that are necessary because of delays attributable to the Contractor;
  - D. corrections or additional services that are required because of the Contractor's breach of any of its representations, covenants, warranties, guarantees or other obligations under this Agreement, including corrections or additional services made necessary due to noncompliance with the Agreement, Applicable Laws or the requirements of Authorities;
  - E. the supply of any services, materials or equipment required to rectify any omissions, defects or deficiencies in the Work; or
  - F. matters that might otherwise be grounds for alteration of a date for a completion of a Milestone but which coincide with any concurrent delay or other matter within the Contractor's responsibility under this Agreement.
- (h) **"Change Order"** means an order or directive for a Change issued in a form stipulated by the GN and signed by the GN.
- (i) **"Change Request"** means a request for a Change issued in a form stipulated by the GN.
- (j) **"Claim"** means damages (including punitive and exemplary damages), expenses, costs, losses, injuries, liabilities, claims, liens, judgments, settlements, awards, remedies, debts, expenses, causes of action, demands, court costs, legal fees or disbursements.
- (k) **"Confidential Information"** has the meaning ascribed thereto in **Article 33 - Confidentiality**.
- (l) **"Construction Schedule"** means the schedules for the Contractor's performance of the Work referenced in **Article 9 – Construction Schedule** and described in **Exhibit 3 – Schedule**.
- (m) **"Consultant"** means a professional Engineer or Architect designated by the GN in writing from time to time by giving Notice to the Contractor. In the case of an Engineer, the Consultant must be a member or licensee of the Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists who is qualified to practice professional engineering as defined in the *Engineers and Geoscientists Act*, S.Nu. 2008, c. 2; and in the case of an Architect, the Consultant must be a member in good standing of an architectural association of one of the provinces of Canada.

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- (n) **"Contract Price"** means the sum of money specified in the Agreement, as the same may be adjusted from time to time by agreement between the Parties or in accordance with the terms of the Agreement, being the consideration for the satisfactory performance of the Work by the Contractor in accordance with the Agreement and as specified in **Exhibit 2 – Terms of Payment**.
- (o) **"Contractor"** means the Person identified as the Contractor on the first page of this Agreement, and its successors and permitted assigns.
- (p) **"Contractor's Group"** means the Contractor and Subcontractors (including Subcontractor's subcontractors of every tier) and their vendors and suppliers and the respective Personnel of each of the foregoing.
- (q) **"Contractor Start-Up Programme"** means that full set of pre-planned activities to be carried out by the Contractor to test and inspect the Work, to start up equipment and balance systems, to correct any deficiencies identified as a result of such activities, and in general to demonstrate readiness of the Work for its intended use.
- (r) **"Contractor's Items"** means all machinery, systems, fittings, parts, spare parts, apparatus, tools, materials, supplies and any other equipment, material or items which are necessary to be supplied by the Contractor's Group at their cost to perform the Work but which are not incorporated into and form part of the completed Work.
- (s) **"Contractor Performance Verification Plan"** means the full set of activities carried out by the Consultant during all phases of the Work to ensure that the Work is properly installed, tested and inspected in compliance with the Agreement and to ensure that the design performance requirements for the Work are achieved.
- (t) **"Contractor's Personnel"** means the Personnel to be provided by the Contractor's Group from time to time to perform the Work.
- (u) **"Contractor's Representative"** is the person nominated as such in accordance with **Article 6.6**.
- (v) **"Court"** means a court of competent jurisdiction and includes the Supreme Court of Canada.
- (w) **"Defect"** means any error, omission, deficiency, defect and/or failure in design, materials, engineering, workmanship, manufacture and/or installation.
- (x) **"Dispute"** has the meaning ascribed thereto in **Article 30 – Dispute Resolution**.
- (y) **"Drawings"** means the drawings set out in **Exhibit 1 - Scope of Work**.
- (z) **"Effective Date"** means **[Insert Date]**.
- (aa) **"Exhibits"** means the Exhibits forming part of this Agreement and identified in **Article 1.1**.

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- (bb) **"Final Completion"** means that point in time when the conditions set out in **Article 25.7** have been satisfied.
- (cc) **"Final Completion Certificate"** means the certificate issued in accordance with **Article 25.8**.
- (dd) **"Force Majeure"** has the meaning ascribed thereto in **Article 29.1**.
- (ee) **"GN's Other Contractors"** means all contractors and subcontractors of the GN, including all of its contractors and consultants (including any inspector) except the Contractor and Subcontractors.
- (ff) **"GN's Representative"** means the person designated in accordance with **Article 11.4**.
- (gg) **"GST"** means all amounts eligible pursuant to Part IX of the *Excise Tax Act* (Canada), R.S.C. 1985, c. E-15, including, for greater certainty, the taxes commonly referred to as the goods and services tax (GST).
- (hh) **"Intellectual Property"** has the meaning ascribed thereto in **Article 37.2**.
- (ii) **"Invoicing Information"** has the meaning ascribed thereto in **Article 13 – Compensation and Terms of Payment**.
- (jj) **"Milestone"** means the start or completion of an activity in the performance of the Work and which is identified as such in **Exhibit 3 - Schedule**.
- (kk) **"NNI"** means the Nunavummi Nangminiaqtunik Ikajuuti, a set of rules providing for preferential treatment in public procurement of Inuit firms, Nunavut businesses and contractors employing Inuit, local or Nunavut labour as set out in the Nunavummi Nangminiaqtunik Ikajuuti Regulations, R-023-2017.
- (ll) **"NNI Secretariat"** means the section of the department of the GN responsible for administering the NNI Implementation Act and Regulations;
- (mm) **"Notice"** means a written communication that is required to be delivered in accordance with **Article 40 – Notices**.
- (nn) **"Party"** means the GN or the Contractor, as the context requires, and **"Parties"** means the GN and the Contractor collectively, and reference to any Party includes that Party's executors, administrators, substitutes (including persons taking by novation), successors and permitted assigns.
- (oo) **"Payment Certificate"** means the certificate described in **Article 13 – Compensation and Terms of Payment**.

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- (pp) **"Payment Milestone"** means a Milestone identified in **Exhibit 2 – Terms of Payment** for which payment of a portion of the Contract Price is to be made by the GN to the Contractor.
- (qq) **"Person"** means an individual, a partnership, a corporation, a trust, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators, successors, assigns or other legal representatives of an individual, and words importing persons have a similar meaning.
- (rr) **"Personnel"** means the directors, officers, employees, consultants, non-employed representatives and agents of a Person.
- (ss) **"Privacy Law"** means the *Access to Information and Protection of Privacy Act*, S.N.W.T. (Nu) 1994, c. 20 and all other Applicable Laws relating to the privacy, confidentiality or use of any information about individuals.
- (tt) **"Project Manager"** means the person designated to represent the Contractor in accordance with **Article 10.4**.
- (uu) **"Punch List"** means a list of Defects or items of the Work that are not complete.
- (vv) **"Rights"** has the meaning ascribed thereto in **Article 12 – Contractor's Documents and Intellectual Property**.
- (ww) **"Shop Drawings"** has the meaning ascribed thereto in **Article 38.1**.
- (xx) **"Site"** means the location for the performance of Work as may be further described in **Exhibit 1 – Scope of Work**.
- (yy) **"Standard of a Prudent Contractor"** means good faith performance of contractual obligations and exercising that degree of care, skill, diligence, prudence, workmanship and foresight expected from a skilled contractor with experience working in the Canadian Arctic and engaged in the same type of undertaking, in similar circumstances or conditions and in compliance with all Applicable Laws and to the satisfaction of Authorities.
- (zz) **"Subcontract"** means an agreement (including any written supplement or amendment) entered into between the Contractor and any Person in the manner and to the extent permitted under the terms of the Agreement by which the Contractor engages such Person to perform any part of the Work.
- (aaa) **"Subcontractor"** means any Person engaged by the Contractor, other than employees of the Contractor, to perform any part of the Work pursuant to a Subcontract, and shall include the successors and permitted assigns of any such Person.

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- (bbb) **"Substantial Completion"** means that the Work has been completed to the extent specified in **Article 25.1**.
- (ccc) **"Substantial Completion Certificate"** means the certificate issued in accordance with **Article 25.2**.
- (ddd) **"Suspension Expenses"** has the meaning ascribed thereto in **Article 27.2**.
- (eee) **"Suspension Period"** has the meaning ascribed thereto in **Article 27.1**.
- (fff) **"Tax"** or **"Taxes"** means any tax, fee, levy, rental, duty (including, for greater certainty, all customs duties, anti-dumping duties and countervailing duties), charge, royalty or similar charge including, for greater certainty, any federal, territorial, provincial, municipal, local, aboriginal, foreign or any other assessment, governmental charge, imposition or tariff wherever imposed, assessed or collected, and whether based on or measured by gross receipts, income, profits, sales, use and occupation or otherwise, and including, without limitation, any income tax, capital gains tax, fuel tax, capital tax, goods and services tax, harmonized sales tax, value added tax, sales tax, withholding tax, property tax, business tax, ad valorem tax, transfer tax, franchise tax, payroll tax or excise tax, together with all interest, penalties, fines or additions imposed, assessed or collected with respect to any such amounts.
- (ggg) **"Technical Requirements"** means specifications, drawings, plans or other documentation of a technical or scientific nature, and tests, set out or referenced in the Exhibits.
- (hhh) **"Technical Specifications"** or **"Specifications"** means the documents contained in **Exhibit 1 – Scope of Work**.
- (iii) **"Term"** has the meaning ascribed thereto in **Article 1.16**.
- (jjj) **"Tourist Accommodation"** means any hotel or bed and breakfast that provides shelter to guests for material or financial benefit within the community of the Work.
- (kkk) **"Warranty"** means Contractor's obligations set out in **Article 18 – Warranty**.
- (lll) **"WSCC"** means the Workers' Safety and Compensation Commission of the Northwest Territories and Nunavut.
- (mmm) **"Work"** means all labour, supervision, services and obligations to be performed and materials, equipment and products to be supplied under the terms of this Agreement, as more particularly described in but not limited to **Article 4** and **Exhibit 1 – Scope of Work**, including Changes and the provision of all Personnel, plant, equipment, tools, supplies, facilities, documentation, records and other items necessary to the performance of such services and obligations.
- (nnn) **"Worksite"** means any lands, waters and any other places on, under, over, in or through which the Work is to be performed, including offices, workshops, onshore facilities,

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factories, fabrication facilities and places where the Contractor's Items are obtained, stored or used for the purposes of this Agreement.

- 1.4 The titles, headings, captions, recitals and the provision of a table of contents are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.5 Unless otherwise expressly stated, reference herein to an Exhibit or to an Article, clause, subclause or other subdivision is a reference to such Exhibit to this Agreement or to such Article, clause, subclause or other subdivision within this Agreement. A reference to a Section is a reference to a paragraph, clause, subclause or other subdivision in an Exhibit.
- 1.6 Words importing the singular only shall include the plural and vice versa, words importing any gender shall include other genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa. Where a word is defined in this Agreement, a derivative of that word shall have a corresponding meaning.
- 1.7 Any reference in this Agreement to all or any part of any statute, regulation, by-law or other legislative enactment shall, unless otherwise expressly stated, be a reference to that statute, regulation, by-law or legislative enactment or relevant part thereof as amended, substituted, replaced or re-enacted from time to time.
- 1.8 Whenever an amount of money is referred to in this Agreement, such amount shall, unless otherwise expressly stated, be deemed to be Canadian dollars.
- 1.9 Time shall be of the essence with respect to the Milestones in **Exhibit 3 – Schedule**.
- 1.10 If the last day of any period of days set out in this Agreement falls on a day which is not a Business Day, such period of days shall be extended to the first Business Day immediately following the last day of such period of days. If anything in this Agreement falls to be done or held on a day which is not a Business Day, the same shall be done or held on the next succeeding Business Day.
- 1.11 Where reference is made to a direction, response, act, decision, determination, consent, waiver, approval, notice, request or other communication of the GN or to matters which must be satisfactory to the GN, then, unless otherwise expressly stated, that matter is to be conducted or carried out at the sole discretion of the GN.
- 1.12 The illegality or unenforceability of any provision of this Agreement shall in no way affect the legality or enforceability of any other provision hereof. Any illegal or unenforceable provision shall be deemed severed from this Agreement and the remainder of this Agreement shall be construed and enforced as if this Agreement did not contain such illegal or unenforceable provision.

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- 1.13 Except as otherwise defined in this Agreement, words and abbreviations which have well known technical or trade meanings are used in the Agreement in accordance with such recognized meanings.
- 1.14 If any provision in the Exhibits conflicts with a provision in the Articles of this Agreement, the provision in the Articles of this Agreement shall prevail. In the event that any provision in any of the Exhibits conflict with any other provision in the Exhibits, priority shall be given in the order listed as follows:

**Exhibit 1 – Scope of Work**

**Exhibit 3 – Schedule**

**Exhibit 5 – Supplementary Conditions**

**Exhibit 4 – Addenda**

**Exhibit 6 – Inuit, Local and Nunavut Labour and Content**

**Exhibit 2 – Terms of Payment**

the remaining Exhibits in their numerical order by Exhibit number

except in respect of Technical Requirements, in which case the more stringent provision will prevail.

- 1.15 The rights and recourse of the GN and the Contractor contained in the Agreement are cumulative and not in the alternative unless otherwise provided. The exercise of any such rights or recourse shall not constitute a waiver or renunciation of any other rights or recourse. Except as expressly provided in the Agreement, the obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any obligations, rights and remedies otherwise imposed or available by law.
- 1.16 This Agreement shall be effective from the Effective Date and shall remain in full force and effect until the Work is complete, a Final Completion Certificate has been issued pursuant to **Article 25.8** and all Warranty obligations have been satisfied (the "**Term**"), unless earlier terminated in accordance with the provisions of this Agreement.
- 1.17 The words "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be construed to be limited by the specific enumeration of items but shall in all cases be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- 1.18 This Agreement shall be construed and the relations between the Parties determined in accordance with the Applicable Laws of Nunavut and the laws of Canada as they apply in Nunavut. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the Courts of Nunavut and Canada for the resolution of any dispute arising hereunder.
- 1.19 If the Standard of a Prudent Contractor conflicts with any other provision in this Agreement, the other provision in the Agreement shall prevail. The Contractor shall give Notice to the GN of any standard or requirement in this Agreement that the Contractor considers is less stringent than the Standard of a Prudent Contractor.

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- 1.20 This Agreement can be made available, upon request, in any of the 4 official languages (Inuktitut, Inuinnaqtun, English, French), of Nunavut. ᐅᓇ ᓂᐅᐃᑦᑲᑦᑲᑦᑲᑦᑲᑦᑲᑦ ᐱᐱᑦᑲᑦᑲᑦᑲᑦᑲᑦᑲᑦ ᐸᐅᐃᑦᑲᑦᑲᑦᑲᑦᑲᑦᑲᑦ, ᐅᑲᑦᑲᑦᑲᑦᑲᑦᑲᑦᑲᑦ, ᓇᑦᐸᓂᐅᐃᑦᑲᑦᑲᑦ ᐃᑦᑲᑦᑲᑦᑲᑦᑲᑦᑲᑦ ᐱᑦᑲᑦᑲᑦᑲᑦᑲᑦᑲᑦ ᐅᑦᑲᐅᑦᑲᑦᑲᑦᑲᑦᑲᑦ (ᐃᓂᑲᐱᑦᑲᑦ, ᐃᓂᐃᑦᑲᑦᑲᑦᑲᑦ, ᑦᑲᑦᑲᑦᑲᑦᑲᑦᑲᑦ, ᐅᐃᐃᑦᑲᑦᑲᑦ), ᓂᓇᓂᑦᑲᑦ Una havaamut pidjutaut titiraq taiguarumagukni, apiriguvit, kitunik hitamauyut ilitariyauyut uqauhiinik (Inuktitut, Inuinnaqtun, Qablunatut, Uiviititut), Nunavunmit Ce document est disponible, sur demande, dans les quatre langues officielles (inuktitut, inuinnaqtun, anglais, français) du Nunavut. The English version of the Agreement shall prevail in the event of any inconsistency between any versions written in the other official languages of Nunavut.
- 1.21 The doctrine of *contra proferentem* shall not apply in the interpretation of this Agreement, meaning that if there is any ambiguous language in this Agreement it shall not be interpreted more strongly against the Party who prepared or drafted the ambiguous language.
- 1.22 Any Approval by the GN or Acceptance by the Consultant shall not waive the Contractor's obligations under Applicable Laws or as outlined in this Agreement.
- 1.23 If the Contractor is a joint venture or partnership of two or more Persons, all such Persons shall be jointly and severally liable to the GN for all liabilities, indemnities and obligations of the Contractor under, and relating to, this Agreement. Such Persons shall designate in writing one of them to act as a partner in charge with authority to bind the joint venture or partnership, as the case may be. The composition or the constitution of the joint venture or partnership, as the case may be, shall not be altered without the prior consent of the GN. If requested by the GN, the Contractor shall provide to the GN a copy of the joint venture agreement or partnership agreement, as applicable and such agreement shall be subject to the provisions of **Article 33 – Confidentiality**.

## ARTICLE 2 CONTRACTOR'S STATUS

- 2.1 In the performance of its obligations under this Agreement, the Contractor is an independent contractor and neither the Contractor nor the Contractor's Personnel shall be employees of the GN. The Contractor's Personnel shall be under the direct supervision and control of the Contractor and not of the GN. The Contractor accepts complete responsibility as the principal for the Contractor's Personnel.
- 2.2 The Contractor is not an agent of the GN. The Contractor shall not represent or hold itself out as an agent of the GN.
- 2.3 This Agreement shall not constitute a joint venture or partnership of the GN and the Contractor or of the GN and any Subcontractor.



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### ARTICLE 3

#### GENERAL COVENANTS OF THE CONTRACTOR

- 3.1 The Contractor shall maintain in good standing its corporate existence and shall remain duly qualified to own its assets. The Contractor acknowledges that it shall be carrying on business in Nunavut during the performance of the Work and agrees to comply with the registration and other relevant provisions of the *Business Corporations Act*, S.N.W.T. (Nu) 1996, c. 19.
- 3.2 Without limitation, the Contractor shall undertake the Work in accordance with all Applicable Laws, this Agreement and as required by any Authority. The Contractor shall be subject to any environmental assessment obligations of the GN. For clarification, if any environmental effects or compliance monitoring or other measures are required by any Authority, the costs of such required measures shall be the responsibility of the Contractor.
- 3.3 The Contractor shall take such action as the GN may specify to enable the GN to comply with all Applicable Laws and in particular, Applicable Laws governing the use of local personnel, goods and services, which are in effect or which may come into effect during the Term including the NNI.
- 3.4 The Contractor shall promptly pay and discharge all amounts due and payable by the Contractor to any and all creditors of the Contractor (including all fees payable to obtain or maintain the Approvals and any fines, penalties or judgments resulting from any violation of the terms and conditions of the Approvals or breach of Applicable Laws) except that the Contractor shall not be required to pay any amounts due and payable to such creditors in respect of any amounts the validity of which is being contested in mediation, arbitration or litigation, provided an amount sufficient to satisfy the amount of the Claim, including interest and penalties, or security satisfactory to the Court has been paid into or delivered to the Court or to a trustee, or alternative provision therefor has been made on terms satisfactory to the GN.
- 3.5 The Contractor shall maintain the Work free and clear of all security interests other than security interests Approved by the GN for financing of the Contractor's performance of the Work. If a security interest is filed or registered against the Work that has not been Approved by the GN, the Contractor shall forthwith pay and discharge such security interest and an amount sufficient to satisfy the amount secured by the security interest, including interest and penalties, or security satisfactory to the Court has been paid into or delivered to the Court or alternative provision therefor has been made on terms satisfactory to the GN.
- 3.6 The Contractor shall give Notice to the GN of any action, suit or proceeding pending or, to the knowledge of the Contractor, threatened before any Authority, or before any arbitrator, mediator or referee that materially adversely affects or would reasonably be expected to materially adversely affect the Work.
- 3.7 The Contractor shall preserve, protect and defend the Work from and against any action, suit or proceeding that materially adversely affects or, if successful, would reasonably be expected to materially adversely affect the Work. The Contractor acknowledges that the GN shall have the right, in its sole discretion, to defend its interests in the Work from and against any such action, suit or proceeding and, should GN elect to separately defend, the Contractor shall pay all of the

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GN's Costs of such defence and the Contractor shall instruct its counsel to make full disclosure to the GN.

3.8 The Contractor represents and warrants that during the Term:

- (a) it has the required skills, experience, facilities, equipment, Personnel and capacity to perform the Work in a timely manner and in accordance with the terms of this Agreement, Applicable Laws, the Standard of a Prudent Contractor and sound industry accepted practices;
- (b) all Contractor's Personnel involved in the performance of the Work have the qualifications, training and experience, and hold such valid licenses and certificates of competence, as are required to carry out their duties in relation to the Work;
- (c) each of the Contractor's Items is of good quality, in good working condition, is in compliance with all Applicable Laws and is fit for its intended use as contemplated in this Agreement; and
- (d) the making and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not and will not violate any Applicable Law or any provision of its governing documents.

3.9 The Contractor covenants that during the Term it shall:

- (a) perform the Work in a diligent, safe, efficient and timely manner and in accordance with the Standard of a Prudent Contractor;
- (b) perform the Work continuously and in accordance with this Agreement, using only the Contractor's Personnel and Subcontractors Approved by the GN;
- (c) use such quality assurance programs in performing the Work as the GN may require, which comply with Applicable Laws and industry accepted practices;
- (d) schedule all long lead time equipment or products for manufacture at the earliest possible date;
- (e) furnish the Consultant and Project Manager with such information respecting the performance of the Work as the Consultant or Project Manager may request.
- (f) maintain, at its sole risk, cost and expense, all Contractor's Items throughout the Term;
- (g) comply with, and ensure Contractor's Personnel and Subcontractors comply with, all Applicable Laws;
- (h) take all steps necessary to maintain good labour relations with the Contractor's Personnel to the extent that such requirement is consistent with sound business practice; and

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- (i) enable the GN to satisfy itself that the Contractor is complying with the terms of this Agreement, provide such reports, records, and other information relating to the performance of the Work as the GN may request from time to time, including copies of the qualifications and credentials of Contractor's Personnel and Subcontractors and information relating to quality assurance programs, and permit the GN to inspect Contractor's Items and Worksites.
- 3.10 The Contractor shall maintain, at its sole risk, cost and expense, all Contractor's Items throughout the Term in the manner necessary to ensure that the representations and warranties in **Article 3.8** shall be true and accurate at all times during the Term. If any of the Contractor's Items do not at any time conform to the representations and warranties given in **Article 3.8**, the Contractor shall, at the Contractor's sole expense, repair such Contractor's Items or replace with items which conform in all respects to such representations and warranties.
- 3.11 The Contractor shall be responsible, at its cost, for maintaining such inventories of the Contractor's Items as necessary so as to avoid interruptions in the performance of the Work.
- 3.12 The Contractor acknowledges and agrees that, except as otherwise expressly provided in this Agreement:
  - (a) the success of the construction of the Work is dependent upon the timely performance by the Contractor of all of its obligations under this Agreement and upon the GN's ability to enforce its rights and remedies under this Agreement;
  - (b) the financial obligations of the GN to the Contractor in respect of the Work are limited to the payment of the Contract Price in accordance with the terms of this Agreement;
  - (c) The GN makes no representations and warranties and gives no undertakings concerning the Tax consequences of or other effects of Applicable Laws on the Work or any corporate structure utilized by the Contractor with respect to the Work;
  - (d) the Contractor is solely responsible for obtaining its own independent financial, legal, Tax, accounting and technical advice with respect to all aspects of the Work;
  - (e) except as otherwise expressly provided for in this Agreement, the Contractor is solely responsible for:
    - (i) the examination and review of all documents and information submitted by the Contractor;
    - (ii) obtaining any required Tax rulings; and
    - (iii) all other matters which in any way relate to or affect the Work, the Contract Price or the time for completion of Milestones; and
  - (f) the Contractor shall carry out its obligations hereunder independently and without reliance on the GN in any manner whatsoever.

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- 3.13 The Contractor, in performing its obligations under this Agreement, shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the GN. The GN reserves the right to review such standards and procedures at any time during the Term.
- 3.14 The Contractor agrees to perform the Work and to conduct its operations in a manner which is consistent with the highest ethical standards and to avoid any unlawful or unethical intervention in the political affairs of any country. The Contractor agrees to cause all Subcontractors to adopt and enforce the foregoing policy.
- 3.15 The Contractor shall not pay any commission or fee, or grant any rebate or make any loan to any Personnel of the GN or government official, or favour any Personnel of the GN or government official with any gift or entertainment of significant value or enter into any business arrangement with any Personnel of the GN or government official. The Contractor agrees to cause all Subcontractors engaged in the performance of the Work to adopt and enforce the foregoing policy.
- 3.16 Whenever in this Agreement reference is made to the GN or the Consultant providing assistance, services, reviews, Approvals, Acceptances or consents, or to the GN inspecting the Work or the books or records of the Contractor or conducting tests, observations and inspections, such undertaking by the GN and the Consultant shall not relieve, insulate or exempt the Contractor from or represent a waiver of any requirement, liability, covenant or obligation under this Agreement or at law or in equity and shall not create or impose any requirement, liability, covenant, agreement or obligation on GN not otherwise created or imposed pursuant to the express provisions of this Agreement. In no event shall such undertaking by the GN be a representation that there has been or will be compliance by the Contractor with this Agreement.
- 3.17 All transactions, including those contemplated pursuant to this Agreement, with any Person which is not at arm's length (as that term is defined for purposes of the *Income Tax Act* (Canada) R.S.C. 1985, c.1 (5<sup>th</sup> Supp.)) from the Contractor shall be on terms not less favourable to the Contractor than competitive terms available to the Contractor in comparable transactions with Persons that are at arm's length from the Contractor.
- 3.18 The Contractor warrants and acknowledges that it has reviewed and understands the Applicable Laws governing the use of personnel, goods and services in the Work. The Contractor shall, throughout the Term, take such action as the GN may specify to enable the GN to comply with all Applicable Laws regarding the use of Canadian and Nunavut personnel, goods and services, including any requirements and those requirements set forth in **Exhibit 6 – Inuit, Local and Nunavut Labour and Content** of this Agreement. Where the Contractor is permitted to subcontract, the Contractor shall ensure that Subcontractors comply with such requirements. In addition, the Contractor shall provide reports in the manner and format described in **Exhibit 6 – Inuit, Local and Nunavut Labour and Content** of this Agreement throughout the Term.
- 3.19 The Contractor shall maintain, at its sole risk, cost and expense, all Contractor's Items throughout the Term in the manner necessary to ensure that the warranties and covenants in **Article 3.8** shall be true and accurate at all times during the Term. If any of the Contractor's Items do not at any

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time conform to the warranties and covenants given in **Article 3.8** the Contractor shall, at the Contractor's sole expense, repair such Contractor's Items or replace them with items which conform in all respects to such representations and warranties.

- 3.20 The Contractor shall ensure that its communications with the public and any services provided to the public that are required by this Agreement, including: public signs, posters and commercial advertising; and customer and client services, shall be provided in Inuktitut in a manner that is at least equally prominent with any other Language used and in compliance with section 3 of the *Inuit Language Protection Act*, S.Nu. 2008, c. 17.
- 3.21 The Contractor agrees that all of its representations, warranties and covenants contained in this Agreement are and shall be deemed to be material and shall be conditions of this Agreement.

#### **ARTICLE 4**

##### **CONTRACTOR'S WORK OBLIGATIONS**

- 4.1 The Contractor shall, between the Effective Date of the Contract and the **31st day of March, 2025**, carry out all of its obligations under this Agreement and shall perform the Work, including:
- (a) Obtaining all building permits required by section 5 of the *Building Code Act*, S.Nu. 2012, c. 15;
  - (b) all procurement, fabrication, construction, testing, transport, delivery, maintenance, storage, documentation, preservation, installation, testing, commissioning, repair and remediation of the Work;
  - (c) provision of all supervision, services, labour, trades, drafting, accounting, purchasing, expediting, inspection, testing, Personnel, Contractor's Items, transportation, mobilization and demobilization required for the compliance with and fulfillment of all the Contractor's obligations under this Agreement;
  - (d) provision and installation of all equipment, products and materials required by this Agreement at a Site;
  - (e) ensuring the Work conforms strictly as to quality and description with the particulars specified by the GN and complies with all Applicable Laws;
  - (f) satisfaction of such performance requirements as may be specified by the GN;
  - (g) provision of all documents as required under, and in accordance with, the terms of this Agreement;
  - (h) provision of any work not expressly detailed in this Agreement but which is necessary for the performance of the Work in accordance with this Agreement;

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- (i) rectification of any and all Defects in the Work as noted by GN, the Consultant or any Authority;
  - (j) completing the Work, and portions thereof, in accordance with **Exhibit 3 – Schedule**; and
  - (k) preparation and submission for Approval of a Contractor Start-Up Programme.
- 4.2 The Contractor shall review and verify the details contained in **Exhibit 1 - Scope of Work** and represents that it has a full knowledge and understanding of the nature and the scope of the Work, including weather and all other conditions at the Worksites. The Contractor shall:
- (a) within fourteen (14) days after the execution of this Agreement, or such other time as may be set out in **Schedule 1 – Scope of Work**, advise the Consultant of any errors, omissions and inconsistencies in this Agreement and shall not proceed with any part of the Work affected by such errors, omissions and inconsistencies until resolved by the Consultant; and
  - (b) promptly report to the Consultant any error, inconsistency or omission or any non-compliance with Applicable Laws which the Contractor may discover and not proceed with the affected work until the Consultant has received corrected or missing information from the Contractor.
- 4.3 The Contractor shall ensure the work it performs is sufficient to encompass all matters necessary for the proper and efficient fulfillment of the Contractor's obligations under this Agreement.
- 4.4 Products and materials provided by the Contractor shall be new. Products or materials which are not specified shall be of a quality consistent with those specified, fit for their intended use and Acceptable to the Consultant.
- 4.5 All equipment, material, products, services, labour and other items required for completion of the Work are to be provided by the Contractor and included in this Agreement, regardless of whether they are included in or differ from the quantities of equipment, material, labour and other items shown or described in **Exhibit 1 – Scope of Work**.
- 4.6 The Contractor shall perform the Work to the Standard of a Prudent Contractor and shall ensure that the Contractor's Group shall perform to the same standard. Any material failure or any refusal or inability of the Contractor to comply with the foregoing requirements shall constitute a breach of this Agreement. The Contractor shall be solely responsible for any operations comprising the Work performed by Contractor's Group.
- 4.7 Subject to **Article 11.3**, the Contractor shall obtain and maintain all directions, guidelines, permits, certificates, authorizations, dispensations and licences of any type whatsoever necessary for the performance of the Work and shall comply with all Applicable Laws and requirements of Authorities. For greater certainty, this includes all building permits required by the *Building Code Act*, S.Nu. 2012 c. 15. The Contractor shall assist the GN and provide necessary information and documents to support the GN fulfilling its obligations set out in **Article 11 – GN's Rights and Obligations**. The Contractor shall promptly notify the GN in writing upon any discovery of a failure to adhere to the foregoing requirements in connection with the performance of the Work and

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shall defend, indemnify and hold the GN harmless from and against all fines and penalties, as well as costs, expenses, rates and charges of the Contractor's Group and third parties, resulting from the failure of the Contractor's Group to comply with the foregoing requirements.

- 4.8 The Contractor shall comply with all lawful instructions of the GN pertaining to the performance of the Work, as communicated through the GN's Representative, the Consultant or otherwise in accordance with this Agreement. The GN shall have the authority to reject Work which it determines in its sole and absolute discretion does not conform to the requirements of the Agreement, and the Contractor shall correct Work that does not conform to the requirements of the Agreement and shall pay for the costs of examination and correction. The Contractor shall promptly and at its own expense make good any other contractor's work that is destroyed or damaged by such corrections. If in the opinion of the GN, it is not expedient to correct the Defect in the Work, the GN may deduct from the Contract Price the difference in value, as the GN may determine in its sole and absolute discretion, between the Work performed and the Work required by the Agreement. The absence of instructions from the GN shall not permit the Contractor to avoid its duty to perform its obligations under this Agreement.
- 4.9 When work is performed by the GN's Other Contractors at a Site at which the Contractor is performing Work, the Contractor shall:
- (a) afford the GN and the GN's Other Contractors reasonable opportunity to introduce and store their products and use their construction machinery and equipment to execute their work;
  - (b) coordinate and schedule the Work with the work of the GN's Other Contractors;
  - (c) participate with the GN's Other Contractors and the Consultant in reviewing their construction schedules when directed to do so; and
  - (d) where part of the Work is affected by or depends upon for its proper execution the work of the GN's Other Contractors, promptly report to the Consultant in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work (failure by the Contractor to do so will constitute a waiver of claims against GN by reason of the deficiencies in the work of the GN's Other Contractors except for those deficiencies not then reasonably discoverable)
- provided that if the acts of the GN's Other Contractors are impeding the performance of the Work and as a result impact the Contract Price or a Milestone Date then the Contractor may proceed in accordance with **Article 15.7** and **Article 15.8**.
- 4.10 At the GN's option, the Contractor shall transfer all unused excess materials, if any, to the GN at the completion of the Work or sell such excess materials and any amounts realized from such sales shall be credited to the GN as a deduction from the Contract Price.
- 4.11 The Contractor shall direct and supervise the Work effectively to ensure conformity with the Agreement. The Contractor will have sole responsibility for construction and installation means,

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methods, techniques, sequences and procedures and for coordinating the various parts of the Work under this Agreement.

- 4.12 The Contractor will have the sole responsibility for the design, creation, erection, operation, maintenance and removal of temporary supports, structures and facilities and the design and execution of construction methods required in their use.
- 4.13 The Contractor will engage and pay for registered professional consulting personnel skilled in the appropriate disciplines to perform those functions referred to in **Article 3.12** where required by Applicable Laws or by the Agreement and in all cases where such temporary supports, structures and facilities and their method of construction are of such a nature that professional consulting skill is required to produce safe and satisfactory results.
- 4.14 The Contractor's Group will confine construction machinery and equipment, storage of products and operations of Contractor's Group Personnel to limits indicated by Applicable Laws, permits or the Agreement and will not unreasonably encumber the Work with products, materials, or equipment.
- 4.15 The Contractor will not load or permit to be loaded any part of the Work with a weight or force that will endanger the safety of Persons or the Work. The Contractor shall be responsible for all aspects of lifting activities for the performance of the Work unless otherwise stated in **Exhibit 1 – Scope of Work**.
- 4.16 Where the Work and work of the GN's Other Contractors is to be joined, connected, incorporated or merged, the Contractor will perform such cutting and remedial work as may be required to make the several parts of the Work and the work performed by the GN's Other Contractors come together properly. The Contractor is responsible for:
  - (a) the integration of the Work with existing work or on-going work being carried out by GN's Other Contractors;
  - (b) coordinating the Work to ensure that this requirement is kept to a minimum; and
  - (c) performing any cutting and remedial work in a manner that will not damage or endanger the Work.
- 4.17 The Contractor will maintain the Work in a tidy condition and free from accumulation of waste products and debris, other than that caused by the GN, the GN's Other Contractors or their Personnel.
- 4.18 The Contractor will remove waste products and debris, other than that resulting from the work of the GN, the GN's Other Contractors or their Personnel, and will leave the Work clean and suitable for use by GN before attainment of Substantial Completion. The Contractor will remove products, tools, construction machinery and equipment not required for the performance of the remaining Work.



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- 4.19 Prior to application for a Final Completion Certificate for payment, the Contractor will remove all products, tools, construction machinery and equipment and waste products and debris, other than that resulting from the work of the GN, the GN's Other Contractors or their Personnel.
- 4.20 The Contractor shall provide and pay for labour, products, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work unless expressly stated in **Exhibit 1 – Scope of Work** that one or more of such items is to be provided by the GN. For all shipments by sea of any products, tools, construction machinery and equipment the Contractor shall use the sealift provider designated by GN.
- 4.21 The Contractor agrees to:
- (a) commence the Work on or before the start date for each Milestone in **Exhibit 3 – Schedule**;
  - (b) complete the Work for each Milestone by the date specified for each Milestone in **Exhibit 3 – Schedule**;
  - (c) complete the Work on or before the date for Final Completion for the Work set out in **Exhibit 3 – Schedule**; and
  - (d) take all measures and act diligently in order to comply with the duties and obligations imposed on the Contractor under this Agreement.
- 4.22 Except as expressly provided in this Agreement, the Contractor shall bear all costs, risk and liability in relation to the planning, procuring, construction, commissioning and completion of the Work including risk in delay, cost overruns and third party claims.
- 4.23 The Contractor shall cause to be documented any archaeological finds located in or under the Worksites and shall take all reasonable precautions to prevent the removal of or damage to such finds. Any artefacts exposed and/or recovered as a result of the excavation of a Site shall, as between the Contractor and the GN, shall be the property of the GN.
- 4.24 The Contractor shall house and feed all of its non-resident workers, and the workers employed by subcontractors and agents, in Tourist Accommodations. The Contractor may be permitted, in writing by the GN, to house or feed employees in a camp or other alternative accommodation only if there are insufficient or inadequate Tourist Accommodations available in the community of the Work, and the Contractor has provided documentation showing its unsuccessful attempts to house and feed workers due to unavailability or inadequacy of the Tourist Accommodations in the community (such as letters of regret or no vacancy from all available local facilities).

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**ARTICLE 5  
REPORTING AND MEETINGS**

- 5.1 The Contractor shall attend and participate in meetings as required by the GN and shall ensure that all relevant Subcontractors shall also attend when the subject matter of the meeting involves, relates to or impacts the Subcontract work of that Subcontractor. The Contractor shall also attend any meeting which may be required by the GN, acting reasonably, from time to time in connection with the Work, provided that the Contractor has had at least twenty-four (24) hours' notice of such meeting. GN and the Consultant shall have the right of direct access to the Contractor's Personnel responsible for the functions of planning, constructing, commissioning, and environmental management.
- 5.2 The Contractor shall prepare and deliver to the Consultant such progress and other reports as may be required by the GN.
- 5.3 The Contractor agrees that the Contractor's submission of a progress or other report is for the GN's information only, and the GN's receipt of such reports shall not bind GN in any manner.
- 5.4 The Contractor shall inform the GN in a timely manner of:
- (a) all emergencies;
  - (b) the status of all Approval processes;
  - (c) the occurrence of all uncontrollable material events affecting the performance of the Work; and
  - (d) any other significant information as would be expected under customary and prudent business practices given the nature of the Work.

**ARTICLE 6  
CONTRACTOR'S PERSONNEL**

- 6.1 The Contractor shall procure and furnish the numbers and classifications of the Contractor's Personnel required to perform the Work to the Standard of a Prudent Contractor. In the event the Contractor fails to provide the numbers or classifications of Contractor's Personnel required in respect of the Work, the GN may, at the Contractor's sole expense, retain other contractors and deduct the costs associated with retaining such other contractors from the applicable compensation payable by the GN to the Contractor for the period such positions remain unfilled by the Contractor. In such circumstances, the Contractor shall assume, indemnify and save the GN harmless for all liabilities associated with the retention of such other contractors.
- 6.2 The Contractor shall ensure that throughout the Term each of the Contractor's Personnel has the qualifications, training and experience, and holds valid licenses and certifications necessary to carry out assigned duties in the performance of the Work (including visas and work permits). The

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Contractor shall furnish records of competence or criminal record checks for the Contractor's Personnel when requested to do so by the GN.

- 6.3 The Contractor shall ensure that throughout the Term the numbers and classifications of the Contractor's Personnel satisfy the requirements of **Exhibit 6 - Inuit, Local and Nunavut Content**. The Contractor shall ensure that every worker identified as Inuit, Local or Nunavut meets the qualifying requirements of being ordinarily resident in Nunavut in accordance with the NNI. The Contractor shall provide proof of residency of all Contractor's Personnel if requested to do so by the GN.
- 6.4 The Contractor shall immediately remove and/or replace, at the Contractor's own expense, any of the Contractor's Personnel if, in the sole judgment of the GN, any of the Contractor's Personnel:
- (a) ceases to carry out his or her duties in a manner satisfactory to the GN or engages in misconduct, unsafe activities, or is incompetent or negligent;
  - (b) is certified by a medical practitioner as being medically unfit for the duties required of him or her;
  - (c) risks impairing his or her usefulness in the performance of his or her duties through the use of alcohol or drugs; or
  - (d) fails to produce a criminal record check which is satisfactory to the GN.
- 6.5 Unless otherwise Approved by the GN, the Contractor shall replace, or cause to be replaced, at the Contractor's own expense, any of the Contractor's Personnel who is transferred or dismissed by the Contractor or any Subcontractor, or leaves the service of the Contractor or Subcontractor.
- 6.6 The Contractor shall nominate in writing one of the Contractor's Personnel as the Contractor's Representative. The Contractor's Representative shall:
- (a) be in charge of the Contractor's Personnel and shall supervise the Contractor's Personnel and maintain strict discipline in order to ensure the timely and efficient performance of the Work;
  - (b) shall notify the GN in writing of the occurrence of or threat of any labour dispute involving the Contractor's Personnel;
  - (c) have full authority to act on behalf of and bind the Contractor on all labour and Contractor's Personnel issues which arise between the GN and Contractor;
  - (d) supervise the performance of the Work;
  - (e) have the authority to commit the Contractor to any course of action consistent with the Contractor's rights and obligations under this Agreement; and

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- (f) be authorized to receive on behalf of the Contractor any Notices, information or decisions of the GN made pursuant to this Agreement.
- 6.7 If requested by the GN, the Contractor shall list positions of the Contractor's Personnel of key importance to the performance of the Work and shall not change any Personnel in such positions without the prior Approval of the GN. In the event any such key Personnel leave the service of the Contractor, the Contractor shall promptly use all commercially reasonable efforts to retain suitably trained and experienced replacement key Personnel. The Contractor shall not retain such replacement key Personnel on a permanent basis without first obtaining the GN's Approval, which shall not be unreasonably withheld.
- 6.8 The Contractor shall be responsible for, and shall defend, protect, release, indemnify and hold the GN harmless from and against all Claims of any nature incurred by the GN in connection with the payment of the Contractor's Personnel, including all compensation, medical costs, costs of emergency evacuation, Taxes (including all Canadian and foreign payroll and withholding Taxes and remittances), unemployment insurance premiums, Canada pension plan contributions and other benefits of whatever nature or as may be applicable in any jurisdiction (including any jurisdiction where the Work is performed or where the Personnel reside or are employed).
- 6.9 The Contractor shall be responsible for, and shall defend, protect, release, indemnify and hold the GN harmless from and against all Claims of any nature incurred by the GN, including Claims by third parties and the GN's Other Contractors, and against any damage to GN property arising from any act or omission by the Contractor's Personnel.

## **ARTICLE 7 SUBCONTRACTS**

- 7.1 Subject to **Article 7.2** and **Article 7.3**, the Contractor may enter into Subcontracts for the performance of its obligations as set out in this Agreement provided, however, that the Contractor shall not be relieved of any of its obligations to the GN as set forth in this Agreement.
- 7.2 The Contractor shall not Subcontract the whole of the Work and shall not Subcontract the performance of any portion of the Work, or its obligations under this Agreement, without the GN's prior Approval.
- 7.3 The Contractor shall not be entitled to replace or add one or more Subcontractors without the prior Approval of the GN, which Approval shall not be unreasonably withheld.
- 7.4 Any Subcontract permitted under this Article 7 shall not relieve the Contractor of any of its duties, obligations warranties, liabilities or responsibilities under this Agreement. The Contractor shall be responsible for the acts, omissions and negligence of any Subcontractor or Subcontractor's Personnel as fully as if they were the acts, omissions or negligence of the Contractor's Personnel.
- 7.5 The Contractor shall oversee the performance of all Subcontractors and shall keep such records and accounts and furnish such reports and information relative to Subcontractors as the GN may

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request. No Subcontract shall bind or purport to bind the GN or the Consultant. All Subcontracts shall contain:

- (a) a clear statement that the Contractor is entering into such Subcontracts as principal and not as agent for any other Person; and
- (b) a provision permitting the assignment of the Subcontract by the Contractor to the GN, at the GN's option, without consent of the Subcontractor.

7.6 The Contractor will preserve and protect the rights of the GN under this Agreement with respect to work to be performed under Subcontract and will:

- (a) incorporate the terms and conditions of the Agreement into all contracts or written agreements with Subcontractors; and
- (b) be as fully responsible to the GN for acts and omissions of Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by Contractor.

7.7 The GN may, in its sole discretion, at any time object to the use of a Subcontractor and require the Contractor to employ another Subcontractor.

## **ARTICLE 8 PERFORMANCE SECURITY**

8.1 The Contractor shall deliver its performance security to the GN within fourteen (14) Business Days of the notification of award, consisting of:

- (a) Where the maximum amount payable set out in **Article 13.2** is one million dollars (\$1,000,000.00) or less:
  - a. A Performance Bond as set out in **Article 8.2** and a Labour and Material Payment bond as set out in **Article 8.3**; or
  - b. A security deposit in an amount that is equal to 10% of the maximum amount payable as set out in **Article 13.2**; or
  - c. A form of security in an amount that is equal to 10% of the Contract Price from Nunavut Business Credit Corporation, subject to review and acceptance by the GN, and any such security must at a minimum refer to this Agreement by name, contract number and the maximum amount payable.
- (b) Where the maximum amount payable set out in **Article 13.2** exceeds one million dollars (\$1,000,000.00):
  - a. A performance bond as set out in **Article 8.2** and a Labour and Material Payment Bond as set out in **Article 8.3**;
  - b. A security deposit in an amount that is equal to 100% of the maximum amount payable as set out in **Article 13.2**; or

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- c. A form of security in an amount that is equal to 100% of the Contract Price from Nunavut Business Credit Corporation, subject to review and acceptance by the GN, and any such security must at a minimum refer to this Agreement by name, contract number, and the maximum amount payable.

8.2 Where the Contractor delivers performance security in the form of a performance bond to guarantee the performance of the Work ("**Performance Bond**"), the Contractor warrants and represents to the GN that the Performance Bond shall:

- (c) be in effect as of the date of execution of the Agreement;
- (d) bond all of the Contractor's obligations under the Agreement;
- (e) strictly conform to such requirements as the GN may specify;
- (f) be in the face amount of fifty percent (50%) of the Contract Price, prepaid and non-cancellable by the surety;
- (g) be issued by a surety which has a minimum credit rating of A- by Standard & Poor's, or equivalent rating by another rating agency Approved by the GN; and
- (h) include a guarantee for correction of faulty workmanship and construction deficiencies for a period of **one (1) year** from the date of Final Completion as shown on the Final Completion Certificate.

8.3 Where the Contractor delivers a labour and materials payment bond which shall guarantee to the GN the prompt payment by the Contractor to Subcontractors, vendors and suppliers ("**Labour and Material Payment Bond**"), the Contractor warrants and represents to the GN that the Labour and Material Payment Bond shall:

- (a) be in effect as of the date of execution of the Agreement;
- (b) strictly conform to such requirements as the GN may specify;
- (c) be in the face amount of fifty percent (50%) of the Contract Price, prepaid and non-cancellable by the surety;
- (d) be issued by a surety which has a minimum credit rating of A- by Standard & Poor's, or equivalent rating by another rating agency Approved by the GN; and
- (e) contain language permitting the Labour and Material Payment Bond to be "broad form" so as to provide protection to others than "first tier" Subcontractors; and
- (f) remain in full force and effect until one year following the date of Final Completion shown on the Final Completion Certificate.

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- 8.4 For each bond delivered by the Contractor to the GN in accordance with **Article 8.2** and **Article 8.3**:
- (a) the Contractor shall submit such evidence to the GN as it may reasonably require from time to time that the bond is in good standing and that the surety is satisfactory to the GN;
  - (b) in the event the surety ceases to be satisfactory to the GN, the Contractor shall deliver to the GN a replacement bond that meets all the terms and conditions set forth in **Article 8.2** or **Article 8.3**, as the case may be, with the necessary modifications;
  - (c) the bond shall not be amended, varied, renewed, supplemented or replaced except with an amendment, variation, renewal, supplement or replacement which meets all the terms and conditions set forth in Article 8.1 or Article 8.2, as the case may be, with the necessary modifications;
  - (d) the Contractor shall notify and shall cause the surety to notify the GN of any default or alleged default under the bond, such notice to be delivered not later than five (5) Business Days after the Contractor and the surety, respectively, first becomes aware of the default or alleged default; and
  - (e) the Contractor shall cooperate with the surety and the GN and shall cause any other member of the Contractor's Group having an interest in the bond to cooperate in the negotiation and settlement of any Claims under the bond.
- 8.5 All costs and expenses incurred in relation to the establishment and maintenance of the Performance Bond and the Labour and Material Payment Bond shall be included in the Contract Price.
- 8.6 The GN may claim and have recourse to the Performance Bond and Labour and Material Payment Bond if the Contractor has not performed its obligations in accordance with the Agreement or if the GN otherwise has a Claim against the Contractor.
- 8.7 The security deposit set out in **Article 8.1** shall be in the form of:
- (a) An irrevocable letter of guarantee in a form acceptable to the GN issued by a Canadian Bank, Credit Union, or the Alberta Treasury Branches (ATB Financial); or
  - (b) A certified cheque or bank draft from a Canadian Bank, Credit Union, or the Alberta Treasury Branches (ATB Financial) or another financial institution acceptable to the GN and made payable to the GN; or
  - (c) A form of security from the Nunavut Business Credit Corporation acceptable to the GN and made payable to the GN.
- 8.8 The security deposit set out in Article 8.7 must remain in full force and effect until one year following the date of Final Completion shown on the Final Completion Certificate.

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- 8.9 The irrevocable letter of irrevocable guarantee referred to in **Article 8.7** shall be held uncashed until fourteen (14) days prior to their expiry date, unless the expiry date is extended for a further term, beyond the issuance of the Certificate of Final Completion.
- 8.10 The certified cheque as referred to in Article 8.7 (b) shall be deposited by the GN into the GN's bank account.
- 8.11 The GN may claim and have recourse to the security deposit set out in Article 8.1 if the Contractor has not performed its obligations in accordance with the Agreement or if the GN otherwise has a Claim against the Contractor.

## **ARTICLE 9 CONSTRUCTION SCHEDULE**

- 9.1 The Contractor shall prepare and maintain the schedule for the performance of the Work ("**Construction Schedule**"). The Contractor represents and warrants to and in favour of the GN that the Construction Schedule:
- (a) includes all elements of the Work;
  - (b) is consistent with this Agreement;
  - (c) provides that each Milestone shall be achieved on or before the applicable date in **Exhibit 3 – Schedule**;
  - (d) includes all critical start and finish dates, critical milestones and commissioning periods for each element of the Work;
  - (e) includes an appropriate allocation of time for completion of each item of Work; and
  - (f) provides that the completion date in **Exhibit 3 – Schedule** is the same as the completion date set out in **Article 4.1**, or as amended pursuant to **Article 15 – Changes in the Work**.
- 9.2 The Construction Schedule shall be updated as necessary and in any event shall be updated by the Contractor at least monthly and delivered to the Consultant not more than seven (7) days after the end of the preceding month. Updates to the Construction Schedule shall comply with the requirements of this **Article 9 – Construction Schedule** and the other terms of this Agreement.
- 9.3 The Contractor shall use computer-based critical path methodology in maintaining and updating the Construction Schedule which shall estimate and schedule the time required to complete each element of the Work. The Construction Schedule shall, at all times, show all significant construction and related activities in support of all start dates and Milestone completion dates established under this Agreement, sufficiently detailed so that each of the following will be included and will be readily apparent:
- (a) the construction activities necessary to complete the Work;



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- (b) the dates for delivery of all material, machinery, equipment and fixtures forming part of the Work;
  - (c) Subcontractor interfaces and requirements; and
  - (d) Milestone completion dates, which shall include allowances for normal delays and difficulties that may be encountered in work of this nature, including weather and holidays.
- 9.4 If the Contractor is delayed in the progress of the Work for any reason, the Contractor must take whatever steps that may be reasonably necessary to improve its progress and shall, if requested by the GN, submit operational plans to demonstrate the manner in which the lost time may be regained. If the reason for the delay is for a reason other than a reason set out in **Article 1.3 (g) (A-F)**, the cost of such steps shall be borne by the Contractor. If the GN determines that the Contractor will not complete the work within the completion date set out in **Article 4.1**, the GN shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, but not limited to:
- (a) Working additional shifts or overtime;
  - (b) Supplying additional personnel, equipment and facilities; and
  - (c) Other similar measures.
- 9.5 The Parties acknowledge the occurrence of the novel coronavirus COVID-19 pandemic ("Pandemic") and related declarations of a state of public health emergency by the Minister of Health and public health orders issued by the Chief Public Health Officer for Nunavut and other public authorities ("Pandemic Orders") prior to the date of this Agreement. The Parties agree that any resulting impacts, delays and costs from the Pandemic and Pandemic Orders have been incorporated into the Construction Schedule, Contract Price, and all contracts or written agreements with Subcontractors or Suppliers entered into after the effective date of this Agreement. The Parties agree that the Pandemic Orders do not constitute changes to Applicable Laws under **Article 29.1 (c)**. For greater certainty, nothing in this paragraph is intended to prevent or limit the Contractor's entitlements under **Article 15 – Changes in the Work** to the extent that the Pandemic or further Pandemic Orders give rise to additional impacts after the effective date of this Agreement.

## **ARTICLE 10 SUPERVISION**

- 10.1 The Contractor will be solely responsible for construction safety at the Worksites and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and will be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the performance of the Work.

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- 10.2 The Contractor shall carry out or arrange for security for the Worksites and establish sufficient lighting and sign posting sufficient to ensure protection against damage or injury to persons or to the Work.
- 10.3 The Contractor shall be responsible for all costs related to safety measures necessary for the prevention of accidents, the occupation of land, traffic, access to adjacent properties and the observation of all health and safety requirements under the Applicable Laws.
- 10.4 The Contractor will employ a competent Project Manager, site superintendent and necessary assistants. The site superintendent and necessary assistants will be in attendance at the Worksites at all times while the Work is being performed. The Project Manager or site superintendent will not be changed except for valid reason and only then with the prior Approval of the GN. The GN will be entitled by Notice to the Contractor to object to any representative or person employed by the Contractor (including persons other than Contractor's site superintendent) in the execution of the Work who, in the opinion of the GN, misconducts himself or herself or is incompetent or negligent, and the Contractor shall remove such person from the Work.
- 10.5 The Project Manager will represent the Contractor generally and the site superintendent will represent the Contractor at the Site. Instructions and notices given by the GN to the Project Manager or to the site superintendent at the Site will be deemed received by the Contractor.
- 10.6 For the purposes of the Applicable Laws, the Contractor will be deemed to have control and management of the Worksites.

#### **ARTICLE 11 GN'S OBLIGATIONS AND RIGHTS**

- 11.1 Subject to the provisions of this Agreement, GN agrees to engage the Contractor to perform the Work in accordance with the terms of this Agreement.
- 11.2 The GN, through the GN's Representative or the Consultant, shall provide to the Contractor such instructions and information which can only be provided by the GN. The provision of any such instructions or information shall not in any way relieve the Contractor of any of its obligations under this Agreement. The Contractor acknowledges and agrees that the GN makes no representations or warranties in relation to the fullness or accuracy of such instructions or information.
- 11.3 The GN shall obtain all authorizations, permits and licenses required by the Applicable Laws for the performance of the Work and which are required to be and can only be obtained in the GN's name.
- 11.4 The GN shall designate one or more GN's Representatives who shall have authority to act on behalf of the GN regarding matters under the Agreement, receive Notices and perform such other duties and acts reserved to the GN's Representative under this Agreement.

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- 11.5 The GN's Representative shall at all times during the Term have access to the Contractor's Items and Worksites and may without limitation monitor the performance of the Work. The GN's Representative may authorize a representative of the NNI Secretariat to have access to the Contractor's Items and Worksites for the purposes of monitoring and compliance with **Exhibit 6 – Local, Inuit, and Nunavut Labour and Content**.
- 11.6 The GN's Representative, by Notice to the Contractor, may delegate any of his or her authority to any nominated deputy. Such Notice shall specify the precise authority of such deputy.
- 11.7 The GN may change the GN's Representative at any time at its sole discretion by Notice to Contractor.
- 11.8 The GN is not obligated to supply any equipment, products or materials unless expressly stated in the Agreement that the GN will supply specific equipment, products or materials. If any such equipment, products or materials are supplied by the GN to the Contractor, the equipment, products and materials shall be in the care and custody of the Contractor but shall remain the property of the GN. The Contractor shall not use any such equipment, products and materials supplied by the GN except for the purpose for which they were intended under this Agreement, and the Contractor shall be responsible for the proper care, handling and maintenance of all such equipment and materials and shall indemnify the GN against any loss or damage.
- 11.9 The GN has the right to award contracts in connection with the project for which the Work is performed to the GN's Other Contractors.

## **ARTICLE 12**

### **ROLE AND RESPONSIBILITIES OF THE CONSULTANT**

- 12.1 The Consultant has been retained by the GN to provide design, procurement and contract administration services. The Consultant shall have such powers, discretions, functions and authorities as are specified in or as may be implied from this Agreement and shall carry out such duties (including issuing instructions, decisions, orders and Acceptance and ensuring compliance with the Contractor Performance Verification Plan).
- 12.2 The Contractor shall comply with the decisions, orders and instructions given by the Consultant in accordance with this Agreement.
- 12.3 The Consultant shall be the interpreter of first instance of the Technical Requirements and shall make a recommendation to the GN's Representative, who shall communicate a decision to the Contractor by Notice. A dispute involving a decision of the GN's Representative may be resolved in accordance with **Article 30 – Dispute Resolution**.
- 12.4 The Contractor agrees that all the Contractor's Items may be subject to inspection and Acceptance from time to time by the Consultant or any Authority. Any Contractor's Item which is rejected for not performing to standards set out in this Agreement or by Applicable Laws shall be immediately removed from the Worksite by the Contractor and replaced with Contractor's Items Acceptable to the Consultant at the Contractor's cost.

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- 12.5 The Contractor shall not commence any Work involving the permanent installation of any equipment, materials or products until the Contractor has submitted to the Consultant and Consultant has Accepted the health, safety and environmental plans required by the GN and the Consultant has issued drawings marked "issued for construction" for the part of the Work to be performed.
- 12.6 The Consultant shall notify the Contractor when the Site is available for permanent installation of any equipment, materials or products as part of the Work, and the Contractor shall not commence any Work at the Site until such notification has been given.
- 12.7 Where the Agreement calls for the Acceptance by the Consultant or Approval by the GN with respect to manufacture, construction, installation, testing and commissioning of the Work, any such Acceptance or Approval is for general compliance with the Technical Requirements and does not relieve the Contractor of the requirement to satisfy all Technical Requirements. No inspection, review or Acceptance by the Consultant or Approval by the GN shall release the Contractor from the requirement to comply with the Contractor's obligations under this Agreement or Applicable Law.

### ARTICLE 13 COMPENSATION AND TERMS OF PAYMENT

- 13.1 As full compensation for the performance by the Contractor of all its obligations under this Agreement, the GN shall pay the Contractor the Contract Price in accordance with the terms of this Agreement. Only those rates and prices specifically identified in **Exhibit 2 – Terms of Payment** shall be paid by the GN and any costs not specifically identified in **Exhibit 2 – Terms of Payment** shall be deemed to be included in such rates and prices. The GN shall have no obligation to pay the Contractor for the purchase of any goods or performance of any services which have not been Approved by the GN prior to the delivery of such goods or prior to the performance of such services.
- 13.2 The maximum amount payable by the GN under this Agreement shall not exceed a total sum of \$ unless specifically authorized by a written change order approved by the GN.
- 13.3 Within thirty (30) days of the Effective Date, the Consultant, on behalf of the GN, shall provide the Contractor with a pro forma invoice setting out all relevant GN cost codes and required information. The Contractor shall utilize the pro forma invoice and cost codes when billing the GN.
- 13.4 Compensation to the Contractor shall be paid:
- (a) monthly based on progress, and/or
  - (b) upon achieving a Payment Milestone,
- as further specified in **Exhibit 2 – Terms of Payment**. The Contractor shall be paid the portion of the Contract Price applicable to monthly progress or to a Payment Milestone following Approval

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by the GN of a Payment Certificate and in accordance with the provisions of this **Article 13 – Compensation and Terms of Payment**.

13.5 The Contractor's invoices shall comply in all respects with the GN's invoicing instructions as provided for in this Agreement, including **Exhibit 2 – Terms of Payment** and **Exhibit 6 – Inuit, Local and Nunavut Labour and Content**.

13.6 Invoices shall be accompanied by:

- (a) such relevant supporting documentation as the GN or the Consultant may require to verify completion of the Work, the accuracy of the fees, charges and third party charges invoiced including copies of any relevant third party invoices, receipts and purchase orders;
- (b) timesheets Accepted by the Consultant for any Work performed on a time and materials basis;
- (c) receiving reports and a summary page of all third party invoices, complete with summary sheet cross referring to all backup information;
- (d) a sworn declaration in form acceptable to the GN stating that the Contractor has paid Subcontractors, vendors and suppliers all amounts properly due for work, services, materials and equipment supplied or performed and billed by Subcontractors, vendors and suppliers and included in the Contractor's prior invoices for which Payment Certificates have been Approved by the GN;
- (e) any supporting documentation requested by the GN respecting compliance with the Contractor's Inuit Content obligations as set out in **Exhibit 6 – Inuit, Local and Nunavut Labour and Content**; and
- (f) any other documentation that the GN may reasonably require.

All invoicing requirements, information and documentation described in this **Article 13 – Compensation and Terms of Payment** shall hereinafter be referred to as the "**Invoicing Information**". Invoicing Information should always comprise a summary sheet with cross referencing to all backup information which demonstrates a clear audit trail substantiating all charges presented on the invoice.

13.7 The GN shall not be required to pay any invoice from the Contractor until complete Invoicing Information has been provided to the GN. The GN shall not be responsible for delays in payment due to the Contractor's failure to provide complete Invoicing Information.

13.8 The Contractor shall submit an application for payment as follows:

- (a) For compensation based on monthly progress, the Contractor shall issue to the Consultant on the 25<sup>th</sup> day of each month during the performance of the Work, for the GN's Approval, a Payment Certificate that sets out:

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- (i) for Work items paid on a unit price basis, the number of units completed in that month together with the unit price and total claimed for each unit price item;
  - (ii) for Work items paid on a lump sum basis, the percentage completed as of the 25<sup>th</sup> of the month together with the amount claimed for each lump sum item based on the percentage completed less any amounts previously paid by the GN for each such item;
  - (iii) for Work items paid on a reimbursable basis, the Contractor will include such reimbursable items accompanied by appropriate references to the Agreement covering such items and a summary sheet cross referencing such items to all relevant Invoicing Information to demonstrate a clear audit trail substantiating all such items presented with the Payment Certificate; and
  - (iv) the amounts, if any, that are to be paid to a Nunavut business or Inuit firm as set forth in the NNI Regulations and all relevant supporting documentation as the Consultant or the GN may reasonably require to verify the progress achieved.
- (b) For compensation based on Payment Milestones, when the Contractor considers that a Payment Milestone has been completed and the criteria for completion of that particular Milestone have been achieved, it shall issue to the Consultant, for the GN's Approval, a Payment Certificate in a form specified by the GN, together with all relevant supporting documentation as the Consultant or the GN may reasonably require to verify the successful completion of the relevant Milestone criteria and achievement of the Payment Milestone, including the amounts, if any, that are to be paid to a Nunavut business or Inuit firm as set forth in the NNI Regulations and all relevant supporting documentation as the Consultant or the GN may reasonably require to verify the progress achieved.
- 13.9 Where payment is made for Work on a unit price basis, the quantities of unit priced items in **Exhibit 1 – Scope of Work** and the unit price table in **Exhibit 2 – Terms of Payment** are estimated quantities only. Any increase or decrease in the quantities of Work performed in respect of those items listed in **Exhibit 1 – Scope of Work** and the unit price table in **Exhibit 2 – Terms of Payment** shall not result in a change in the unit price for those items.
- 13.10 On receipt of a Payment Certificate, the Consultant shall review it and the associated supporting Invoicing Information. If the Consultant determines that:
- (a) For Work compensated on a monthly progress basis:
    - (i) the progress claimed in the Payment Certificate has been achieved, the Consultant shall recommend to the GN that the Payment Certificate may be Approved; or
    - (ii) the progress claimed has not been achieved, the Consultant shall amend the Payment Certificate to reflect the progress actually achieved and advise the Contractor in writing of the reasons for the revision, and recommend to the GN that the revised Payment Certificate may be Approved; and

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(b) For Work compensated on a Payment Milestone basis:

- (i) the Milestone has been achieved, the Consultant shall recommend to the GN that the Payment Certificate may be Approved; or
- (ii) the Milestone has not been achieved, the Consultant shall reject the Payment Certificate and advise Contractor in writing of the reasons why the Milestone has not been achieved.

13.11 Upon receipt of a Payment Certificate Approved by the GN, the Contractor shall submit an invoice for the amount due as determined in accordance with this Agreement and **Exhibit 2 – Terms of Payment**. The invoice shall be supported by the Approved Payment Certificate and all Invoicing Information as the Consultant or the GN may reasonably require.

13.12 The Contractor shall address invoices to:

**Community & Government Services  
PO BOX 490  
Rankin Inlet, NU X0C 0G0**

Attention: [•]

13.13 If any Change affects the Contract Price, the Contractor may issue an invoice for the Work completed pursuant to the applicable Change Order, as follows:

- (a) For Change Orders carried out on a lump sum basis, the Contractor shall comply with the requirements outlined in **Article 13.4** through **13.10** in the same manner as if the completion of the Change Order Work is payable by monthly progress or constitutes a Payment Milestone.
- (b) For Change Orders carried out on a reimbursable basis, the Contractor shall include that portion of the Change completed in the previous month in its application for payment pursuant to **Article 13.7** accompanied by all Invoicing Information including an executed copy of the relevant Change Order, a copy of time sheets Accepted by the Consultant, daily progress reports and any other information the Consultant may require to verify the progress, completion and associated charges pertaining to the Change. The final invoice for reimbursable Changes shall also include any information the Consultant may reasonably require to verify the successful completion of the Change.

13.14 If the Contractor fails to comply with the requirements of **Article 13.5**, the Work shall be deemed incomplete and the GN may withhold monies otherwise payable to the Contractor and/or return invoices to the Contractor for resubmission until such Invoicing Information has been provided to the satisfaction of the GN.

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- 13.15 Within thirty (30) days following the Consultant's receipt of a properly prepared invoice, accompanied by acceptable Invoicing Information in accordance with this **Article 13**, the GN shall pay to the Contractor the amount stated to be due, subject to all of the following:
- (a) The GN shall be entitled to withhold from such payment a **ten percent (10%)** holdback and such other amount(s) required by Applicable Laws or permitted hereunder.
  - (b) The GN shall be entitled to set off any shortfall associated with Inuit Labour as described in the NNI Regulations against the prepared invoice amount should the Contractor not achieve the amounts stipulated in **Exhibit 6 - Inuit, Local and Nunavut Labour and Content**.
  - (c) Notwithstanding the foregoing, if the Consultant disputes any item charged in any invoice, the Consultant shall notify the Contractor of the disputed item specifying the reason therefor. Payment of such disputed item shall be withheld until settlement of the dispute, provided that payment shall be made on the undisputed portion.
  - (d) The GN shall be entitled to set off amounts which it owes to the Contractor under this Agreement against amounts which the Contractor owes to the GN under this Agreement.
  - (e) For any payments made by the GN to the Contractor by electronic transfer, the Contractor shall provide the GN with the necessary banking information to facilitate electronic transfer of funds to the Contractor's bank. Any changes in the Contractor's banking information or payment instructions shall be submitted in writing to the GN's Representative. The GN shall not be held liable or responsible for errors or delays resulting from incorrect or delayed submission of changes in banking instructions.
- 13.16 The GN shall be entitled to withhold payment, or to deduct from the Contractor's compensation, any amounts associated with:
- (a) invoiced items reasonably disputed by the GN;
  - (b) the Contractor's failure to make payments promptly to Subcontractors, agents, or suppliers;
  - (c) the Contractor's failure to remit or pay any Tax;
  - (d) Defects in the Work not remedied;
  - (e) liens or claims filed or registered against property, or reasonable evidence indicating to the GN the probability of claims or liens being filed or registered, with respect to the Work; and
  - (i) any other matter as permitted or required by Applicable Laws or as expressly provided in **Exhibit 2 – Terms of Payment**, or elsewhere in this Agreement.
- 13.17 The GN's obligation to pay any amounts to the Contractor under this Agreement is subject to the following terms and conditions, which are inserted for the sole benefit of the GN and may be



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waived by the GN in whole or in part in respect of any payment, without prejudicing the rights of the GN at any time to assert such terms or conditions in respect of any subsequent payment, namely:

- (a) no notice of claim for lien shall have been given in connection with the Work or if a notice of such a claim for lien shall have been given, such claim shall have been released, vacated or, if applicable, removed from title or the claim shall have been secured through the delivery of a bond in respect of the full amount of the claim;
  - (b) there shall exist no default, or any event which, with the passage of time or the giving of notice or both, would constitute a default on the part of the Contractor; and
  - (c) The GN shall have received such other documents or satisfied such other conditions as the GN or its project lenders may reasonably require and which are material to the Work.
- 13.18 If either Party fails to make payments as they become due under the terms of this Agreement or under an award by arbitration or Court, interest at the Payment on Due Date (PODD) rate established on April 1 of the current fiscal year by the Receiver General for Canada, as published by the Bank of Canada for the period in question, on unpaid amounts will also be due and payable until payment. Interest will apply at the rate and in the manner prescribed by this Article on the amount of any claim settled pursuant to **Article 30 - Dispute Resolution** from the date the amount would have been due and payable under this Agreement, had it not been in dispute, until the date it is paid.
- 13.19 For greater certainty, the Contractor and the GN acknowledge that, notwithstanding any other provision of this Agreement, any amounts payable by the GN to the Contractor pursuant to this **Error! Reference source not found. 13 – Compensation and Terms of Payment** are exclusive of any GST as payable pursuant to section 165 of the *Excise Tax Act* (Canada), R.S.C. 1985, c. E-15. If the Contractor is required to collect from the GN an amount of GST with respect to the provision of any goods or services supplied pursuant to this Agreement, then the GN, subject to compliance by the Contractor with this **Article 13 – Compensation and Terms of Payment**, shall pay the amount of such GST to Contractor. The GN is exempt from provincial sales taxes (PST) and from the provincial portion of harmonized sales taxes (HST).

#### **ARTICLE 14**

##### **TAXES**

- 14.1 The Contractor acknowledges that it shall be carrying on business in Nunavut (and elsewhere as applicable) during the performance of the Work and agrees to prepare and to file in a timely manner all Tax returns or declarations required by any applicable Authority or Applicable Laws having jurisdiction over this Agreement or any portion thereof. The Contractor shall lawfully discharge its Tax obligations.
- 14.2 Subject to the obligation of the GN to pay GST pursuant to **Article 13.17**, the Contractor shall pay all Tax and shall use its best efforts to ensure payment by Subcontractors of all Tax which may be

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lawfully assessed upon the Contractor or any Subcontractor by any Authority having jurisdiction over the Contractor, Subcontractor or this Agreement.

- 14.3 Subject to the obligation of the GN to pay GST pursuant to **Article 13.17** The Contract Price shall include, and the Contractor shall be responsible for, all Taxes which the Contractor or the GN is obliged pursuant to Applicable Laws to pay and does pay, for the purchase, sale, importation and exportation of the Work, or Contractor's Items, or personal property of any member of the Contractor's Group. Except as otherwise expressly provided herein, the Contractor shall be the "importer of record" for the purpose of importing into Canada all Contractor's Items and the Work, or any part thereof, and shall pay all Taxes payable in respect of all such importations.
- 14.4 Anti-dumping duties, countervailing duties and the like shall, in all cases, be borne by the Contractor. Should any such duties become payable by the GN, the Contractor shall be liable for and defend, protect, release, indemnify and hold the GN harmless from and against any such duties, together with any interest, penalties and reasonable costs related thereto, and the Contractor shall immediately provide the GN with sufficient funds to pay such duties and other amounts in full. If the GN has already paid such duties or other amounts, the Contractor shall reimburse the GN, on demand, the full amount of such duties and other amounts so paid.

#### **ARTICLE 15 CHANGES IN THE WORK**

- 15.1 The GN has the right to make a Change at any time and from time to time during the performance of the Work by issuing a Change Order. The Contractor shall implement all Changes required by the GN. Compensation for a Change shall be determined in accordance with this Agreement and **Exhibit 2 – Terms of Payment**.
- 15.2 Except as provided for in **Article 15.8**, the Contractor shall not perform and shall not be entitled to any compensation for a Change without a Change Order issued by the GN to the Contractor for the Change.
- 15.3 The Contractor shall commence with and shall execute all Changes with all due diligence immediately upon receipt of a Change Order issued by the GN.
- 15.4 The Contractor shall comply with the requirements of the GN in the development of the pricing, impacts on resources and schedule as it relates to a Change and present a comprehensive proposal covering the Change to the GN for Approval.
- 15.5 Except to the extent expressly provided in a Change Order, no Changes shall vitiate or invalidate or be deemed to amend or be deemed to constitute a waiver of any provision of this Agreement. All Changes shall be governed by all the provisions of this Agreement. Changes will not result in any limitation of the Contractor's Warranty under **Article 18 – Warranty**.
- 15.6 In the event the Parties fail to reach agreement on the pricing and impacts on resources and schedule with respect to a Change, the Contractor shall perform the work specified in the Change Order as issued by the GN and either Party may give a Notice of the Dispute which will be handled

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in accordance with **Article 30 – Disputes** but in no case shall the price of any Change exceed an amount determined in accordance with **Article 15.11**.

- 15.7 If the Contractor considers that a Change is necessary or desirable, the Contractor may request a Change Order by submitting a Change Request in writing to the Consultant in accordance with the procedure specified by the GN.
- 15.8 If the Contractor considers that an occurrence has taken place which constitutes a Change, then the Contractor shall, within ten (10) Business Days of the occurrence, contact the Consultant and request a Change Order, by submitting a Change Request to the Consultant in accordance with the procedure specified by the GN. If the GN:
- (a) agrees that the occurrence constitutes a Change, then the GN shall issue a Change Order in respect of the Change;
  - (b) disagrees that the occurrence constitutes a Change, the Contractor shall proceed with the Work without delay and such continuation of the Work shall be without prejudice to the Contractor's rights to advance a Dispute under **Article 30 – Disputes**.
- 15.9 If the Contractor fails to comply with the conditions of this **Article 15 – Changes in the Work**, it will relinquish its right to request a Change Order and waives any claim it may have for additional compensation and for an extension of time to complete a Milestone arising from the occurrence.
- 15.10 Changes shall be invoiced and paid for in accordance with **Article 13 – Compensation and Terms of Payment** and **Exhibit 2 – Terms of Payment**. The cost of the work carried out under a Change Order will reflect any discounts, rebates, refunds or free material credits earned with purchase of material or other goods and services charged under a Change.
- 15.11 If at any time after the start of the work directed by a Change Order for which there was no agreement on price, the adjustment in the Contract Price for a Change carried out prior to agreement by the Contractor and the GN on the price for the Change shall be determined on the basis of the cost of expenditures to perform the work and/or cost savings for a reduction in work that are attributable to the Change as determined in accordance with **Article 15.12 and 15.13(a)**, and overhead and profit as follows:
- (a) to the extent rates and prices in **Exhibit 2 – Terms of Payment** apply, there shall be no allowance for overhead and profit;
  - (b) to the extent rates and prices in **Exhibit 2 – Terms of Payment** do not apply:
    - (i) if a Change results in an increase in the Contract Price, an allowance for overhead and profit will be included as specified in **Exhibit 2 – Terms of Payment**;
    - (ii) if a Change results in a decrease in the Contract Price, the deduction for overhead and profit shall be **twelve percent (12%)** of the cost reduction; and

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- (iii) when both additions and deletions covering related work or substitutions are involved in a change in the Work, the allowance or deduction for overhead and profit will be calculated on the basis of the net increase or decrease, if any, with respect to that change in the Work.

15.12 The Contractor shall keep and present in such form as the GN may require an itemized accounting of the cost of expenditures and savings referred to in **Article 15.11** together with supporting data. The cost of performing the work attributable to the Change shall be limited to the actual cost incurred by the Contractor for the performance of the work attributable to the Change, using any applicable rates and prices in **Exhibit 2 – Terms of Payment**, where the actual cost shall be limited to:

- (a) wages (including applicable Taxes) and benefits paid for labour in the direct employ of the Contractor under applicable collective bargaining agreements;
- (b) the cost (including cost of transportation) of all equipment, material and products incorporated into the Work less any trade discounts;
- (c) the cost (including cost of transportation) of materials, supplies, equipment and maintenance thereof, which are consumed, less any trade discounts and less salvage value on such items used but not consumed and which remain the property of the Contractor;
- (d) rental cost of all tools, machinery and equipment, exclusive of hand tools, whether rented from or provided by the Contractor or others;
- (e) deposits lost;
- (f) the amounts of all costs arising out of Subcontracts;
- (g) the cost of quality assurance such as independent inspection and testing services;
- (h) any adjustment in duties, and bonding and/or insurance costs, for which the Contractor is liable; and
- (i) the cost of removal and disposal of waste products and debris.

15.13 If the quantity of the Work is decreased or any part of the Work is deleted:

- (a) to the extent possible, the value of any deletion or reduction in the Work shall be determined using the rates and prices set out in **Exhibit 2 – Terms of Payment**; and
- (b) the Contractor shall not be entitled to claim any indirect or consequential damages, including loss of profits or loss of revenue.

15.14 If at any time after the start of the work directed by a Change Order for which there was no agreement on price, the GN and the Contractor reach agreement on the adjustment to the

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Contract Price and any adjustment to **Exhibit 3 – Schedule**, this agreement will be recorded in an amendment to the Change Order issued by the GN.

15.15 If there is a change in Applicable Laws which makes modifications to the Work necessary or advisable, the GN shall advise the Contractor of the change in Applicable Law and shall present to the Contractor a proposal for such modifications required as a result of the change in Applicable Laws. On receipt of such proposal, the Contractor shall prepare and provide to the GN the following:

- (a) details of the effect, if any, on the costs of the Work;
- (b) details of the impact, if any, on dates for completion of Milestones and/or the Technical Requirements; and
- (c) details of the impact on the Contract Price.

#### **ARTICLE 16**

##### **HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION**

16.1 The Contractor shall be responsible for ensuring the health and safety of all the Contractor's Personnel who are engaged in the performance of the Work and also be responsible for environmental management. Without limiting the foregoing, the Contractor shall:

- (a) ensure that all the Contractor's Items are maintained in safe, sound and proper condition and capable of performing the function for which each is intended and meets all industry standards and Applicable Laws;
- (b) cease all activities in the area of any identified health, safety or environmental problem until such problem is resolved;
- (c) immediately report to the Consultant all health, safety and environmental problems and hazards;
- (d) provide sufficient supervision, instruction and resources to ensure that the Contractor's Group's Work execution and Worksites comply with all Applicable Laws and good environmental practices;
- (e) at its own expense and in accordance with Applicable Laws and Pandemic Orders, supply and maintain the Contractor's Personnel with personal protective equipment which shall be worn and used on all occasions as indicated by notices, instructions, good practice or as required by risk assessment;
- (f) conduct such drills and tests of the Contractor's Items, equipment, Personnel and procedures to ensure that they are available, trained and in place, respectively, for immediate and effective action in the event of emergency;

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- (g) comply with the GN's emergency response requirements;
  - (h) cooperate fully and comply with any directions given by Authorities, including the police, safety, environment regulatory officials, public health officials, and fire authorities; and
  - (i) report to the Consultant monthly training compliance and safety statistics as required by the Consultant.
- 16.2 The Contractor shall develop and submit to the Consultant for Acceptance a detailed health and safety plan for the Work which demonstrates that, in connection with the Contractor's performance of the Work, the Contractor has identified risks pertaining to the health and safety of the Contractor's Personnel, and that effective controls are implemented to prevent accidents and health and safety threats. The Contractor's plan shall:
- (a) be structured in accordance with the various elements within the Work such as fabrication, transportation, installation and commissioning;
  - (b) include measurable, achievable targets for health and safety performance, including the provision of such information as the GN may specify;
  - (c) comply with the GN's safety policies and procedures; and
  - (d) comply with Applicable Laws.
- 16.3 The Contractor shall develop and submit to the Consultant for Acceptance a detailed environmental protection plan for the Work which demonstrates that, in connection with Contractor's performance of the Work, the Contractor has identified risks pertaining to the environment and that effective controls are implemented to prevent threats and damage to the environment. The Contractor's plan shall:
- (a) be structured in accordance with the various elements within the Work such as fabrication, transportation, installation and commissioning;
  - (b) include measurable, achievable targets for performance, including: performance criteria for environmental emissions and waste, hazardous materials and such other information as the GN may specify; and
  - (c) include an environmental management plan that satisfies the Technical Requirements and Applicable Laws.
- 16.4 The Consultant, on behalf of the GN, shall Accept the Contractor's plans required by **Article 16.2** and **Article 16.3** provided the plans comply with this Agreement, Applicable Laws and any ordinances, orders and decrees of any Authority having jurisdiction over health, safety and environmental compliance of the Work or the Worksite and any other requirements of the GN.

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- 16.5 The Contractor shall comply with all such standards and the provisions of the plans required by **Article 16.2** and **Article 16.3**, along with any changes thereto as the Contractor may be notified from time to time by the Consultant, and all Applicable Laws relating to occupational health, safety and environmental protection. The Contractor shall ensure that all Contractor's Personnel involved in the performance of the Work comply with the provisions of the Contractor's health, safety and environmental plans and all Applicable Laws relating to occupational health, safety, and environmental protection. The Contractor shall appoint a safety officer who shall assist the Contractor in safety matters relating to the Contractor's Personnel.
- 16.6 The Contractor shall promptly investigate and report to the Consultant and Authorities having jurisdiction any near miss incidents or any accidents resulting in injury, death or illness to any of the Contractor's Personnel engaged in the performance of the Work, any criminal acts, any damage to property or any adverse impact on the environment and any release of substances hazardous to the environment.
- 16.7 The Contractor shall submit to the Consultant for Acceptance the Contractor's drug and alcohol policy which shall be in compliance with Applicable Laws. The Contractor shall ensure that the Contractor's Personnel who are engaged in the performance of the Work, are familiar with, and comply with, the Contractor's drug and alcohol policy.
- 16.8 The GN shall have the right to suspend performance of the Work for as long as necessary to prevent or stop any violation of this **Article 16 – Health, Safety and Environmental Protection**. During such period of suspension, the Contractor shall not demobilize from the Worksite. No compensation shall be payable to the Contractor by the GN and the Contractor shall not be entitled to compensation for any costs it incurs as a result of the suspension.
- 16.9 The GN reserves the right to audit and inspect the Worksites to verify compliance with this Agreement, which audits and inspections may be performed by the Consultant or such other third party as GN may direct.
- 16.10 Notwithstanding **Article 40 – Notices**, in the event the GN declares an emergency with respect to any matter affecting health, safety, the environment or potential damage to or loss of property, the Contractor shall comply with verbal instructions issued by the GN or the Consultant with respect to such emergency. The GN or the Consultant shall confirm such instructions in writing at the first reasonable opportunity.
- 16.11 The Contractor shall exercise all diligence to conduct operations under this Agreement in a manner that will prevent any adverse impact to the environment including seepage, discharge or escape of pollutants, hazardous substances, debris and damage to or destruction of habitat. The Contractor shall be responsible for all risks and costs to:
- (a) handle, dispose of and/or clean up those hazardous substances disposed of or discharged on the Worksites by the Contractor's Group in connection with or incidental to the performance of or default in any of the Contractor's obligations under this Agreement;

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- (b) remediate any environmental damage arising from the Contractor's performance of the Work including the removal and cleanup of any pollution, debris and hazardous substances;
- (c) take such measures as are necessary during the Contractor's performance of the Work to prevent or mitigate any environmental damage that may result from any pollution, seepage or discharge or escape of pollutants, debris and hazardous substances which could be or has been caused by the Contractor's performance of the Work; and
- (d) take such measures that the Contractor or the GN is under instructions to take from any Authority having jurisdiction to so instruct.

16.12 If the Contractor:

- (a) encounters hazardous substances at a Site; or
- (b) has reasonable grounds to believe that hazardous substances are present in or on or under any of the Worksites which are not disclosed by the GN in **Exhibit 1 – Scope of Work** or are present in or on or under or migrating from any other sites;

the Contractor shall:

- (c) take all reasonable steps to secure such Site, including stopping the Work, to ensure that no individual suffers an injury, sickness or death and that no property is injured or destroyed as a result of exposure to the presence of the hazardous substances;
- (d) immediately report the circumstances to the Consultant in writing; and
- (e) report the circumstances to Authorities as required by Applicable Laws.

16.13 If hazardous substances are encountered during the Work, the Contractor shall employ best practices and methods so as to minimize the costs of any work which may be required to handle and dispose of the hazardous substances and any environmental cleanup and to meet the requirements of Applicable Laws or Authorities as a result thereof.

## **ARTICLE 17**

### **ACCESS, INSPECTION, TESTING, AUDIT**

17.1 The Contractor shall:

- (a) keep one copy of the current Agreement, submittals, reports, construction documents (including working plans or drawings, "issued for construction" drawings, Technical Specifications and shop drawings) and records of meetings at the Worksites, in good order and available for inspection by the GN and the Consultant; and



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- (b) maintain, and shall require each Subcontractor to maintain, in accordance with generally accepted accounting principles and practices satisfactory to the GN, books, records, expense accounts and accounts pertaining to the provision of the Work, including Contractor's and Subcontractors' personnel records, correspondence, instructions, receipts, vouchers, memoranda, tapes, data, models, data stored in computer libraries and such other documentation and related systems of controls necessary for an accurate audit and verification of costs of the Work provided and general contract compliance.

17.2 The GN and the Consultant may each:

- (a) at any time, without notice, have access to all Work being conducted on the Worksites;
- (b) upon reasonable notice, have access to any and all other premises where the Contractor or any Subcontractor carries on any activity in any way relating to the Work or this Agreement or where any test results, samples, books, records, accounts and documents are kept relating to the Work or this Agreement; and
- (c) upon reasonable notice, have access to such test results, samples, books, records, accounts and documents and be authorized to examine and make copies, including electronic copies, of all such test results, samples, books, records and documents and such other documents and systems as may be related to this Agreement and shall be authorized to interview Contractor's Personnel as may be necessary for an accurate audit and verification of costs of the Work provided and general contract compliance.

17.3 Notification of any claims made or discrepancies disclosed by an audit shall be given by Notice to the Contractor. The Contractor and the GN shall diligently attempt to resolve and agree upon such audit claims or discrepancies. Upon an audit claim or discrepancy being resolved and agreed upon, the Contractor shall forthwith reimburse the GN for any monies due as a result of such agreement or determination. The GN may set off any amounts owed to it by the Contractor for audit claim or discrepancies against any payments owed to the Contractor by the GN.

17.4 The Contractor shall not be reimbursed for any costs it may incur as a result of the GN conducting an audit pursuant to this **Article 17 – Access, Inspection, Testing, Audit**. All such audits shall be conducted during normal business hours of the Contractor and the GN shall give reasonable notice to the Contractor of the audit and shall specify the matters which are the subject of the audit.

17.5 The Contractor shall provide, and shall cause the Subcontractors to provide, the GN and the Consultant with all requested information and documentation with respect to the Work and this Agreement, and access thereto on a timely basis.

17.6 The GN's rights of access, inspection, testing and audit pursuant to this Agreement shall expire seven (7) years after the satisfaction of all of the obligations of the Contractor pursuant to this Agreement.

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- 17.7 The existence or exercise by the GN or the Consultant of its rights of access, inspection and audit shall not in any manner reduce or limit the obligations and responsibilities of the Contractor pursuant to this Agreement.
- 17.8 The Contractor shall provide sufficient, safe and proper facilities at all times for the inspection and testing activities by the GN and the Consultant and all inspection and testing activities by Authorities.
- 17.9 The Contractor shall:
- (a) prepare and maintain at all times copies of all test results and samples and, in accordance with principles and practices satisfactory to the GN, proper, accurate and complete books, records, accounts and documents in which fair and proper entries shall be made of all activities and transactions in respect of the Work and this Agreement;
  - (b) ensure that the GN has access to such test results, samples, books, records, accounts and documents in accordance with **Article 17.2** in order that the GN and the Consultant may exercise rights of inspection and audit; and
  - (c) ensure that such test results, samples, books, records, accounts and documents shall not be destroyed until the GN's rights of access, inspection and audit have expired or, if arbitration or Court proceedings to which such test results, samples, books, records, accounts and documents are relevant have been commenced, until such arbitration or Court proceedings have been finally concluded.
- 17.10 The GN and the Consultant shall each have the right at any time to conduct such on-site observations and inspections and such civil, structural, mechanical, electrical or other tests of the Work as GN or the Consultant deem desirable to ascertain whether the Work complies with this Agreement. The GN shall pay for any test, observation or inspection requested by the GN, and the costs of such tests, observations or inspections (including the cost of any work reasonably necessary to restore any aspect of the Work to a condition or state that existed prior to the conduct of such test, observation or inspection) shall be borne by the GN unless such test, observation or inspection reveals the failure of the Work to comply with this Agreement, in which event the Contractor shall correct the Work and reimburse the GN for the costs of such tests, observations and inspections.
- 17.11 The Contractor shall give the Consultant reasonable notice of its schedule with respect to inspections or testing of the Work in progress prior to its covering or completion, which notice shall be sufficient to afford the Consultant a reasonable opportunity to conduct a full inspection of such Work.
- 17.12 The Contractor shall pay the cost of:
- (a) any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in this Agreement to be performed by the Contractor, or is designated by Applicable Laws; and

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- (b) any samples required for any test or inspection to be performed by the Consultant or the GN, if such test or inspection is designated in this Agreement.
- 17.13 The Contractor shall, at the Consultant's request, take apart or uncover for inspection or testing any previously covered or completed Work. The cost of uncovering, taking apart or replacing such Work shall be borne by the Contractor.
- 17.14 The GN may at any time order any portion of the Work to be examined, inspected or tested by an expert of its choice, whether or not such Work is fabricated, installed or completed, to confirm that such Work is in accordance with the requirements of this Agreement. If the Work is not in accordance with the requirements of this Agreement, the Contractor shall correct the Work and pay for the costs of examination and correction.
- 17.15 Within five (5) Business Days of Notice by the GN to the Contractor, the Contractor shall deliver to GN the most recent annual audited financial statements of the Contractor.

#### **ARTICLE 18 WARRANTY**

- 18.1 The Contractor agrees that, for a period of two (2) years following the date of Substantial Completion shown on the Substantial Completion Certificate, it shall at its own expense promptly:
  - (a) correct any Work which is not in accordance with this Agreement;
  - (b) rectify and make good or cause to be rectified and made good all Defects in the Work which are detected and discovered; and
  - (c) make available at the Worksites or at a proximate location to the Worksites all necessary equipment, and labour to comply with the foregoing obligations.
- 18.2 The Contractor shall provide to the GN a products and workmanship warranty on any products, materials, and equipment incorporated into the Work to remain in effect for two (2) years from the date shown on the Substantial Completion Certificate. Such warranties shall provide for replacement of the component parts of such products or equipment or replacement of materials and shall cover incidental direct costs incurred by the GN arising out of Defects in or failure of the warranted product, materials, or equipment.
- 18.3 The GN shall notify the Contractor of any Defects in the Work or any such failure in respect of any item of Work as soon as practicable after the GN becomes aware of them and shall stipulate a reasonable period of time within which the Defect or failure is to be rectified. The Contractor shall rectify any such Defect or any such failure within the time stipulated therein. Notice of any Defect discovered during the period set out in **Article 18.1** must be given to the Contractor no more than sixty (60) days after the end of the period in **Article 18.1**.

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- 18.4 The Contractor shall secure for the benefit of the GN, written warranties from the Subcontractors who provide or cause to be provided equipment, materials and/or systems which warranties shall include the terms set forth in **Article 18.2**.
- 18.5 The Contractor will correct or pay for damage resulting from corrections made under the requirements of this **Article 18 – Warranty**.
- 18.6 No payment by the GN under this Agreement nor partial or entire use or occupancy of the Work by the GN shall constitute an Approval of any portion of the Work which is not in accordance with this Agreement or a waiver by the GN of any of the requirements of this Agreement.
- 18.7 Nothing in this Article shall be construed so as to prejudice, restrict, limit, waive or otherwise diminish the rights and remedies of the GN at law with respect to latent Defects. Without limiting the foregoing, nothing in this Article shall be construed so as to restrict, limit, waive or otherwise diminish the Contractor's warranty of adequacy of the Work and the Contractor guarantees that:
- (a) all material will be new and free from Defects;
  - (b) all Work will be of a good and workmanlike quality; and
  - (c) the Work shall be free from Defects, including latent Defects.
- 18.8 If the Contractor does not fulfill its requirements under this **Article 18 – Warranty** or fails to fulfill its requirements within the period set by the GN, within five (5) Business Days of Notice to the Contractor by the GN, the GN may have the Work which is the subject of the Notice from GN corrected by a third party at the sole cost of Contractor. Such recourse shall in no way relieve Contractor from its Warranty obligations.

## **ARTICLE 19 INSURANCE**

- 19.1 The Contractor will maintain insurance policies in accordance with the requirements of **Article 19.3** from a financially sound insurance company which is acceptable to the GN. If the Contractor fails to maintain such policies or fails to provide certificates of insurance confirming such coverage in a form and with content acceptable to the GN within the time specified in **Article 19.2**, or if any insurance is cancelled and not immediately replaced with comparable insurance to the satisfaction of the GN, then the GN may at any time by Notice to the Contractor terminate the Agreement.
- 19.2 Prior to commencing work at the Site or within fourteen (14) Business Days following the Effective Date, whichever is earlier, the Contractor shall submit to the GN certificates of insurance or such other documentation as the GN may require evidencing the insurance required by **Article 19.3**. Failure of the GN to advise the Contractor of any insurance deficiencies shall not relieve the Contractor of any liability related to its obligations under this **Article 19 – Insurance**. On written request by the GN to the Contractor, the Contractor shall provide copies of the insurance policies obtained by the Contractor in accordance with **Article 19.3**.

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- 19.3 The Contractor shall at all times while conducting the Work carry at least the following insurance, with limits not less than those specified below. The cost of insurance procured by the Contractor, including deductibles or self-insurance or policy retentions, shall be for the sole account of the Contractor.

#### Workers' Compensation

The Nunavut *Workers Compensation Act* requires that all persons working in Nunavut be covered under the Nunavut WC program, even if the employer is not a Nunavut-based company. If the Consultant is assessed any extra levies or assessment as a result of an injury or death to an employee (worker) of the Consultant or subcontractors or due to unsafe working conditions, these extra amounts will not be reimbursed by the GN. The Contractor shall further ensure that non-residents are fully covered by Workers' Compensation insurance and Employer's Liability insurance with such coverage including an extraterritorial benefits extension providing benefits at least equal to those provided by the jurisdiction in which the Work is performed.

#### Employer's Liability

Employer's Liability insurance, with limits as required by Applicable Laws, but not less than Canadian five (5) million dollars (\$5,000,000.00) covering each employee engaged in the Work.

#### Comprehensive General Liability

Comprehensive General Liability Insurance with limits of not less than Canadian five (5) million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. This insurance shall be maintained continuously from the commencement of the Work until not less than twelve (12) months from the date of Final Completion shown on the Certificate of Final Completion. The GN is to be added as an Additional Insured under this policy. Such insurance shall include:

- Premises, Property and Operations Liability;
- Products and Completed Operations Liability;
- Owners' and Contractors' Protective Liability;
- Blanket Written Contractual Liability;
- Non-Owned Automobile Liability;
- Broad Form Property Damage Extension;
- Use of explosives for blasting, shoring, excavating, underpinning, demolition, removal, pile driving and caisson work, work below ground surface, tunnelling and grading as applicable;
- Contingent Employer's Liability;
- Personal Injury Liability;
- Employees As Additional Insureds;
- Cross Liability with Respect to Additional Insured; and
- Asbestos Abatement Liability, as applicable.

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#### Automobile Liability Insurance

Automobile Liability Insurance in respect of the Contractor's owned and leased vehicles shall have limits of not less than Canadian two (2) million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property and when required by GN shall include:

- S.E.F. No. 4a Explosives Endorsement; and
- S.E.F. No. 21b Blanket Fleet Endorsement.

#### Aircraft, Watercraft, and Snowcraft Liability Insurance

Aircraft, watercraft, and snowcraft with respect to owned or non-owned aircraft, watercraft, or snowcraft, if used directly or indirectly in the performance of the Work, including the use of airport premises, with limits of not less than Canadian two (2) million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than Canadian two (2) million dollars (\$2,000,000.00) for Aircraft Passenger Hazard. Such insurance shall be in a form acceptable to GN.

#### Course of Construction Insurance

Course of construction insurance conforming to the requirements of the following paragraphs:

- (a) 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 Work, for claims which may arise as a result of loss or damage during course of construction.
- (b) Coverage: "All Risks" of physical loss or damage or destruction while the Work 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 Work 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.
- (c) Term: From the commencement of the Work to the date of the Substantial Completion as certified by the GN.
- (d) Limit of Liability: the limit of liability at the Place of Work is the estimated full completed value of the Work including, but not limited to, GN-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.

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- (e) Deductible: the Contractor shall be responsible for a deductible to a maximum of Canadian \$50,000.00.

Pollution Liability

The Contractor shall obtain and maintain at its own expense contractor's pollution liability insurance with limits of not less than Canadian ten (10) million dollars (\$10,000,000.00) per occurrence to cover claims that the Contractor may have to pay as a result of any claims caused by pollution (including claims for any clean-up costs). This policy must cover damages sustained by the GN and any third parties. This policy must also cover claims arising out of the rendering, or failure to render, any professional services under the Agreement in relation to pollution claims. This policy shall provide third party coverages for pollution damages caused by the Contractor performing insured services at a third-party site. The GN is to be added as an additional insured without its ability to claim against the policy being affected.

- 19.4 The Contractor shall ensure that each of the Subcontractors provides insurance similar to the foregoing, as well as insurance which:
- (a) is required by Applicable Laws; or
  - (b) is reasonably appropriate in respect of the Work to be performed.
- 19.5 When requested to do so by the GN, the Contractor shall provide or cause to be provided to the GN certified copies of such Subcontractor insurance policies or such other evidence of insurance acceptable in form and content to the GN. The Contractor's Group shall not perform the Work during any period when any required policy of insurance is not in effect.
- 19.6 In addition to the insurance coverage specified above, the Contractor shall carry such other insurance policies and in such amounts:
- (a) as may be required in order to comply with Applicable Laws; and
  - (b) as directed by the GN with regard to liabilities assumed under the Agreement or in respect of specific activities performed for the Work.
- 19.7 The Contractor will ensure that all individuals, including all employees, officers and subcontractors, who are physically present in Nunavut during the term of the Agreement have extended medical benefits that cover the full cost of ambulance and medical evacuation. In the event this coverage is not in place for an individual who must be medically evacuated while in Nunavut, the Contractor will pay for the cost of the medical evacuation.
- 19.8 All insurance policies required to be obtained by the Contractor in accordance with **Article 19.3** shall be endorsed to waive insurer's rights of subrogation against the GN and its Personnel. All liability policies required above shall be endorsed to include the GN and its Personnel as additional insureds and shall contain cross liability and severability of interest provisions. All insurance

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policies obtained by the Contractor shall operate as primary to any insurance policies maintained by the GN.

- 19.9 All policies obtained by the Contractor in accordance with **Article 19.3** shall be further endorsed to provide the GN thirty (30) days prior Notice of cancellation or any material change in coverage.
- 19.10 The GN may reduce or waive all or any portion of the Contractor's insurance requirements under this **Article 19 – Insurance** where the Work to be performed does not require equivalent insurance coverage. Such reduction or waiver shall be obtained in writing and shall in no way reduce or waive the Contractor's responsibility or liability for the Work.
- 19.11 Nothing in this **Article 19 - Insurance** shall or is intended to limit the liability of the Contractor under any other provision of this Agreement. The provisions of this **Article 19 - Insurance** will not be interpreted as relieving the Contractor of any of its obligations under this Agreement. The Contractor may purchase, at its own expense, any additional insurance it deems necessary.
- 19.12 The Contractor shall give the GN prompt notification of any claim involving the Work with respect to any of the insurance policies referred to in **Article 19 - Insurance**, accompanied by full details of the incident giving rise to such claim. The Contractor agrees to do all acts, matters and things as may be reasonably necessary or required to expedite the adjustment of any loss or damage covered by insurance so as to expedite the release and disposition of such insurance in the manner and for the purposes contemplated in this Agreement. If requested by the GN, the Contractor shall advise GN in writing of the final resolution of any such insurance claims.

## **ARTICLE 20 WORKERS' COMPENSATION**

- 20.1 Prior to the commencement of any Work, the Contractor and all Subcontractors shall provide written confirmation to the Consultant from the WSCC of compliance with or exemption from workers' compensation requirements and confirmation that all required assessments that are due and payable have been paid.
- 20.2 Upon completion of Subcontract work, each Subcontractor shall deliver to the Consultant a clearance certificate from the WSCC.
- 20.3 Upon completion of the Work, the Contractor shall deliver to the Consultant a clearance certificate from the WSCC and all Subcontractors which have not previously provided evidence of compliance with **Article 20.2** shall deliver to the Consultant a clearance certificate from the WSCC.
- 20.4 The Contractor shall at all times pay, or cause to be paid, any assessment or contribution required to be paid pursuant to Applicable Laws relating to workers' compensation in respect of the Contractor's Personnel and, upon failure to do so, authorizes the GN, in addition to any other rights of the GN under this Agreement, to withhold and remit on behalf of the Contractor an amount equal to such assessment or contribution, including any interest and penalty assessed thereon.



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**ARTICLE 21**  
**INDEMNITY**

- 21.1 The Parties hereby agree and acknowledge that if a provision in this **Article 21 - Indemnity** conflicts with any other provision in this Agreement, the provision in this **Article 21 - Indemnity** shall prevail.
- 21.2 For the purposes of this Agreement, any liability assumed or indemnity given by the Contractor for the benefit of the GN shall be deemed to be given by the Contractor for the benefit of the GN, its successors and assigns, and Personnel.
- 21.3 It is agreed and understood that the exculpatory clauses and indemnity obligations of each Party as provided in this Agreement shall apply to any and all Claims whatsoever incurred by the indemnified Party.
- 21.4 The Contractor shall defend, indemnify, keep indemnified and shall hold the GN harmless from and against any and all Claims which the GN may at any time sustain or incur by reason of or in consequence of any one or more of the following:
- (a) any negligent act or omission or wilful misconduct of the Contractor's Group or any licensee, invitee or Person acting on behalf of any of them in connection with or incidental to the performance of or default in any of the Contractor's obligations under this Agreement;
  - (b) any inaccuracy in any representation or warranty made by the Contractor's Group or any other Person that delivers to the GN any document, or security instrument containing any such representation or warranty pursuant to this Agreement;
  - (c) any breach or non-performance by the Contractor's Group, or any licensee, invitee or Person acting on behalf of the Contractor of any of the obligations of the Contractor in respect of the performance of the Work;
  - (d) any Claims in contract, tort, under any statute or otherwise at law or in equity with respect to any injury, damages, losses, costs, and expenses arising out of a breach of contract or negligent actions or omissions or wilful misconduct of the Contractor's Group or any invitee, licensee or Person acting on behalf of any of them in connection with or incidental to the Work;
  - (e) any action taken by the GN to mitigate or cure a breach or non-performance by the Contractor's Group of any covenant or inaccuracy in any representation or warranty pursuant to the Agreement;
  - (f) any non-payment of amounts due and payable to Subcontractors, and Subcontractors' subcontractors, vendors and suppliers of every tier, resulting from the furnishing of services, material, equipment, labour or otherwise in connection with the performance of Work;

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- (g) any Claim in respect of loss or damage to the property of the Contractor's Group however caused unless the Claim was caused by the sole negligence or wilful act or omission by the GN;
  - (h) any Claims in respect of personal injury or death of the Contractor's Personnel however caused and regardless of whether or not the Claim was caused by negligence, breach of agreement or breach of duty;
  - (i) any representation or holding out by the Contractor that it is an agent of the GN;
  - (j) all fines and penalties, as well as costs, expenses, rates and charges resulting from the failure of the Contractor's Group to comply with **Article 4.7**;
  - (k) for any liabilities associated with the retention of such other contractors by GN as a result of the Contractor's failure to satisfy the provisions of **Article 6.1**; or
  - (l) for any liabilities associated with the Contractor's failure to meet the requirements of **Exhibit 6**.
- 21.5 The Contractor shall include in all of its Subcontracts, a provision stating that Subcontractors shall defend, protect, release, indemnify and hold the GN harmless from and against all Claims for the death of or bodily injury to Subcontractors and their respective Personnel, and for damage to or loss of the property of Subcontractors or their respective Personnel, unless the Claims were caused by the sole negligence or wilful act or omission by the GN.
- 21.6 Except as provided in **Article 21.4**, the Contractor shall:
- (a) be liable to the GN for all Claims which the GN may suffer, sustain, pay or incur; and
  - (b) defend, protect, release, indemnify and hold GN harmless from and against all Claims which may be brought against or suffered by GN or which GN may sustain, pay or incur;
- directly or indirectly on account of the death of or bodily injury to third parties, and for damage to or loss of property of third parties arising from or in connection with the performance, non-performance or purported performance of the Work except to the extent caused by or contributed to by the negligence of GN or any of its Personnel.
- 21.7 Without limiting the generality of **Article 21.4**, the Contractor shall be liable for and defend, protect, release, indemnify and hold GN harmless from and against all Claims (including any fine, penalty or demand of any Authority having jurisdiction) which may be brought against or suffered by the GN or which the GN may sustain, pay or incur, arising out of any failure by the Contractor to comply with its obligations with respect to the environment under **Article 16**.
- 21.8 The Contractor shall be liable for and defend, protect, release, indemnify and hold the GN harmless from and against all Claims of any nature in connection with the payment of any of the Contractor's Group, including all compensation, medical costs, Taxes (including all Canadian and

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foreign payroll and withholding Taxes and remittances), unemployment insurance premiums, Canada pension plan contributions and other benefits of whatever nature or as may be applicable in any jurisdiction (including any jurisdiction where the Work is performed or where the Personnel of the foregoing reside or are employed).

21.9 The liability and indemnities specified in this **Article 21 – Indemnity** shall apply:

- (a) without limit and without regard to the cause of any Claim, including the negligence or fault (whether sole, concurrent, gross (except when gross negligence or wilful misconduct is expressly provided as an exception to a specific provision hereof), active or passive negligence) or otherwise or wilful act or omission and including strict liability, breach of contract, breach of duty (statutory or otherwise) and including any pre-existing conditions, of either Party or any other Person (including the Party or Person seeking indemnity);
- (b) whether or not any Claim is asserted to have arisen by virtue of tort, contract, quasi-contract, statutory duty, or any Applicable Laws;
- (c) whether or not any Claim is made or enjoyed by the Person sustaining the injury or loss or by the dependents, heirs, claimants, executors, administrators, successors, survivors or assigns of such Person.

21.10 The indemnities given in this **Article 21 – Indemnity** shall apply in respect of the full liability of the indemnified Party for Claims, notwithstanding that the indemnified Party may be entitled to contribution thereto from any other Person and notwithstanding such liability may relate to the negligence of a third party, provided that in such case the indemnifying Party shall be fully subrogated to the rights of the indemnified Party against such third party.

21.11 If a Claim by a third party is asserted in circumstances which gives or may give rise to indemnification under this Article, the Party against whom the Claim is asserted (the "**non-indemnifying Party**") shall forthwith give Notice thereof to the other Party (the "**indemnifying Party**") and, at the discretion of the non-indemnifying Party, the indemnifying Party shall undertake the defence of such Claim. The Parties shall consult and cooperate in respect of such Claim and in determining whether such Claim and any legal proceedings relating thereto should be resisted, compromised or settled. Each Party shall make available to the other all information in its possession or to which it has access, and which it is legally entitled to disclose, which is or may be relevant to the particular Claim. The indemnifying Party shall provide the non-indemnifying Party with reasonable information as to the progress of such Claim on a regular basis. No such Claim shall be settled or compromised without the written consent of the indemnifying Party. Notwithstanding the foregoing, if the indemnifying Party, within a reasonable time after Notice of any such Claim is given to it by the non-indemnifying Party, fails to defend such Claim, the non-indemnifying Party shall have the right to undertake the defence and compromise or settle such Claim on behalf of and for the account of the indemnifying Party.

21.12 During the period commencing at the time that the Contractor has possession of or control over Work in which title has vested in the GN, including items and/or services free issued by the GN's

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Other Contractors, and until such time as the GN takes care, custody and control of those items, the Contractor shall:

- (a) be liable to GN for all Claims which GN may suffer, sustain, pay or incur directly or indirectly on account of damage to or loss of such Work or items or any other items free issued to the Contractor; and
- (b) defend, protect, release, indemnify and hold GN harmless from and against all Claims which may be brought against or suffered by GN or which GN may sustain, pay or incur directly or indirectly on account of damage to or loss of such Work or items or any other items free issued to the Contractor.

- 21.13 The GN shall have no responsibility and shall not be liable to the Contractor for any indirect or consequential damages or losses, including and whether or not the following are determined in any proceeding to be direct damages: any Claim in respect of loss of profit, loss of revenue, business interruption, loss of use, loss of opportunity, loss of goodwill, cost of capital, cost of replacement power, whether foreseeable or not, resulting from, arising out of or in connection with the performance or non-performance of any obligation pursuant to this Agreement howsoever caused.

## **ARTICLE 22**

### **SITE AND TRANSPORT CONDITIONS**

- 22.1 The Contractor shall inform itself fully as to the risks and contingencies and all other data, matters and things, local or otherwise, respecting a Site, transportation routes and any other aspects of the Work necessary to satisfactorily perform the Contractor's obligations under this Agreement. The Contractor shall be deemed to have been satisfied as to the suitability and availability of such Site, transportation routes including access routes to the Site, and such other aspects of the Work.
- 22.2 The Contractor acknowledges and agrees that utilities and service connections may not be located as exactly shown on drawings provided by the GN or the Consultant. The Contractor shall satisfy itself fully as to the exact location of all utilities and service connections and shall, at no additional cost, make such alterations to the Work as may be required to avoid conflicts in or damage to utilities and connections.
- 22.3 The Contractor shall be solely responsible for determining the transport route for shipment of all equipment and materials for use at a Site. The Contractor shall conduct its own tests or investigations to satisfy itself as to all transport route conditions, including obstructions, road conditions, weight restrictions, size limitations and utilities. The Contractor accepts all risks and contingencies associated with the transport of all equipment and materials for the Work.
- 22.4 The Contractor waives its right to any claim against the GN for additional compensation or any extension to a date for completion of performance of any part of the Work set out in **Exhibit 3 – Schedule** based on, resulting from or arising out of any differences between transport route conditions that may exist and those conditions that may have been assumed or anticipated by the Contractor, including any claim resulting from any assumptions, anticipations, misunderstandings

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or misinterpretation by the Contractor concerning port, bridge or road conditions or from any information provided by the GN or the Consultant.

- 22.5 The Contractor shall bear all costs and charges for special and/or temporary rights which the Contractor may require, including those for transport of components of the Work and access to a Site. The Contractor shall also obtain, at the Contractor's cost, any additional facilities outside a Site which the Contractor may require for purposes of Work.
- 22.6 The Contractor shall be solely responsible for and assumes all risks associated with the transportation of all Contractor's Personnel to and within the Site, and the cost of such transportation shall be included in the Contract Price.
- 22.7 The Contractor shall be solely responsible for and assumes all risks associated with weather conditions at the Site, and the cost of performing the Work under all weather conditions experienced at the Site shall be included in the Contract Price.
- 22.8 Where marine transport is utilized, the Contractor shall use the GN's specified carriers, and space shall be booked directly with the carriers.
- 22.9 If the Contractor uses a marine carrier other than the marine carrier specified by the GN in Appendix H of the Tender documents without having obtained the GN's prior written authorization to do so, the Contractor shall be solely responsible for any extra freight costs, administrative costs or any other costs incurred by the GN which result either directly or indirectly from the Contractor's failure to use the GN specified marine carrier as set out in this Appendix. The Contractor shall issue a credit in favour of the GN for any monies saved by the Contractor obtained from using a marine carrier other than the specified marine carriers identified in this Appendix.

## **ARTICLE 23**

### **SUBSURFACE CONDITIONS**

- 23.1 If, during the course of the Work, the Contractor encounters unforeseen geological or geotechnical conditions, including ground water, which it believes may impact upon its ability to complete the Work by the dates specified in **Exhibit 3 – Schedule**, the Contractor shall immediately provide notice in writing to the Consultant, which notice shall contain such information as is reasonably available to the Contractor at that time relating to the nature of the unforeseen geological or geotechnical conditions.
- 23.2 Within ten (10) Business Days of a notice delivered pursuant to **Article 23.1**, the Contractor shall determine the length of the delay resulting solely and directly from the unforeseen geological or geotechnical conditions, if any, and the Contractor shall prepare and deliver to the Consultant for Acceptance a revised Construction Schedule showing the impact thereof.
- 23.3 The Contractor agrees that the Construction Schedule and timing of any Payment Milestone may be adjusted by the Consultant to reflect the time by which the Contractor is solely and directly

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delayed or prevented from proceeding with the Work as a result of unforeseen geological or geotechnical conditions.

- 23.4 If the Contractor disputes the Consultant's decision regarding the delay, it may give a Notice of Dispute with respect to the matter and thereafter refer the matter for resolution pursuant to the Dispute resolution procedures in **Article 30 - Dispute Resolution**.
- 23.5 The Contractor shall at all times use all reasonable efforts and take all reasonable steps as may be required to eliminate or mitigate the impact on the Construction Schedule due to unforeseen geological, groundwater or geotechnical conditions.
- 23.6 To the extent unforeseen geological or geotechnical conditions may constitute a Change, the provisions of **Article 15 – Changes in the Work** shall apply.

#### **ARTICLE 24 DEFAULT AND TERMINATION**

- 24.1 The following events shall constitute defaults by the Contractor:
- (a) if the Contractor does not properly prosecute the Work or fails in the performance or observance of any of its obligations under this Agreement and such failure has a material adverse effect on the GN or the Work except to the extent that the failure in performance or observance is excused by reason of Force Majeure; or
  - (b) if any representation or warranty made by the Contractor herein or in any certificate, statement or document given pursuant to the terms thereof shall prove to be false or intentionally misleading in any material respect as of the date on which it was made, and any material adverse consequences to the GN directly caused thereby shall have not been remedied within five (5) days after Notice thereof shall have been given to the Contractor by the GN; or
  - (c) if the Contractor fails to make prompt payment when due to any Subcontractor or supplier except to the extent that such payments are being contested through mediation, arbitration or litigation; or
  - (d) if the Contractor fails to comply with the Applicable Laws and such failure has a material adverse effect on the Work, this Agreement or the interests of the GN therein; or
  - (e) if the Contractor has made an assignment of this Agreement without the Approval of the GN; or
  - (f) if there is an abandonment of the Work or any part thereof; or
  - (g) if the Work is discontinued or ceases for a single continuous period of seven (7) days or more, unless contemplated by the Construction Schedule or seasonal interruptions which are

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customary in the usual and ordinary course of the construction of the Work or without the prior Approval of the GN; or

- (h) if there is an adverse departure from the Technical Requirements; or
- (i) if the Contractor consents to an appointment of or the taking of possession by a receiver, trustee, custodian or liquidator of itself or of a substantial part of its property, or fails or admits in writing its inability to pay its debts generally as they become due or makes a general assignment for the benefit of creditors; or
- (j) if the Contractor files a petition in bankruptcy or seeks reorganization and a proceeding under any applicable bankruptcy or insolvency law (as may now or hereafter come into effect) or seeks relief by voluntary petition under the provisions of any existing or future bankruptcy or insolvency or other laws providing for the liquidation, reorganization or winding-up of corporations or form of agreement of extension or adjustment with its creditors; or
- (k) except as stated in **Article 24.1(j)**, if the Contractor has a substantial part of its properties made subject to the appointment of a receiver, trustee, liquidator or custodian by Court order and such order shall remain in effect for more than five (5) days or the Contractor is declared bankrupt or insolvent or has any property sequestered by a Court order and such order shall remain in undisputed effect for a period of more than fourteen (14) days; or
  - (l) the Contractor fails to achieve and maintain the minimum level of Inuit labour or fails to meet the committed levels of supplies, work or services for which the Contractor receives Inuit Firm, Nunavut Business and/or Local Adjustments prescribed by **Exhibit 6 - Inuit, Local and Nunavut Labour and Content**.
  - (m) If the Contractor fails to meet the mandatory training and skills development requirements prescribed by **Exhibit 6- Inuit, Local and Nunavut Labour and Content**.
  - (n) If the GN determines that the Contractor provided it with specific inaccurate information in respect of its contractual obligations arising pursuant to the NNI.

24.2 In the event of a default by the Contractor (other than a default as described in **Articles 24.1(a), (i), (j) and (k)** or another default which the GN considers may cause irreparable harm), the GN shall give a Notice of the default to the Contractor and the surety. The Contractor shall remedy the default to the satisfaction of the GN within fourteen (14) days of receipt of such Notice or, if such default cannot reasonably be remedied within such fourteen (14) day period, the Contractor shall promptly begin to remedy the default within the fourteen (14) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default.

24.3 On the occurrence of a default by the Contractor as described in **Articles 24.1(a), (i), (j) and (k)** or another default which the GN considers may cause irreparable harm, the GN may elect to terminate this Agreement and, if the GN so elects, shall give the Contractor two (2) days' Notice of such termination. The Contractor shall have no right to dispute the termination. On such termination the Contractor shall cease all Work.

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- 24.4 If the Contractor fails to remedy a default, in accordance with **Article 24.2** the GN shall have the right, at its election, to exercise any or all of the following remedies:
- (a) terminate in whole or in part, the rights or obligations of the Contractor under this Agreement;
  - (b) take possession of the Work and Worksites and, subject to **Article 24.8**, finish the Work by whatever method the GN deems expedient;
  - (c) remedy or cause to be remedied the default;
  - (d) have recourse to the Performance Bond or Labour and Materials Payment Bond;
  - (e) require the performance of the Work to be stopped (in whole or in part); and
  - (f) bring any proceedings in the nature of specific performance, injunction, or other equitable remedy, it being acknowledged that damages at law may be an inadequate remedy for default by Contractor under this Agreement.
- 24.5 This Agreement shall not be construed as limiting the GN's rights or remedies at law or in equity and any such rights or remedies of the GN whether at law or in equity or under this Agreement:
- (a) may be exercised individually or together with any one or more of its other rights or remedies and as often or in such order as the GN deems expedient; and
  - (b) are cumulative and are in addition to and not in substitution for any other rights and remedies.
- 24.6 All costs of the GN relating to or arising out of the lawful exercise by the GN of any of its remedies:
- (a) shall constitute a debt by the Contractor to the GN which shall immediately become due and payable;
  - (b) shall bear interest at the Payment on Due Date (PODD) rate established on April 1 of the current fiscal year by the Receiver General for Canada , as published by the Bank of Canada for the period in question, until payment is made; and
  - (c) may be deducted by the GN from the Contract Price.
- 24.7 Notwithstanding anything to the contrary contained in this Agreement, if in the reasonable opinion of the GN there is a real or apprehended danger of material injury or damage to Persons, property or the environment arising out of or in connection with any matter, state, condition or thing relating to the Work, whether as a result of a breach by the Contractor of this Agreement or otherwise, the GN may, without notice and without prejudice to other remedies (but without obligation to do so), rectify any such matter, state, condition or thing, in which event the



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Contractor shall be responsible for all costs incurred by the GN in connection therewith. The GN shall forthwith advise the Contractor of any action the GN takes in reliance on this **Article 24.7**.

- 24.8 Where the GN has, pursuant to **Article 24.3** or **Article 24.4(a)** terminated the rights or obligations of the Contractor under this Agreement, the GN shall, within thirty (30) days of the termination, advise the Contractor as to whether or not the GN shall complete or cause the Work to be completed. If the GN elects to complete or cause the Work to be completed, the GN shall use reasonable efforts to ensure that the Work is completed in a cost efficient and timely manner and shall cause the Work to be completed in accordance with this Agreement.
- 24.9 If the GN elects to complete the Work (or cause the Work to be completed), the GN is not obliged to pay the Contractor for any Work in connection with the completion of the Work until the date of Final Completion, in which event the amount to be paid to the Contractor will be the Contract Price for such Work less:
- (a) the costs of completing the Work actually incurred by the GN; and
  - (b) any amounts previously paid to the Contractor on account of Work performed.
- 24.10 The GN shall, as soon as practicable after the date of Final Completion, determine the total costs incurred and accrued in completing the Work including additional overhead and reasonable legal fees on a solicitor-client basis. If the total costs incurred by the GN in completing the Work in accordance with the terms of this Agreement exceed the balance of the Contract Price unpaid at the time of delivery of the Default Notice, then the Contractor shall be responsible and shall forthwith pay to the GN the amount of such excess costs.
- 24.11 Notwithstanding any other provision of this Agreement, the GN may in its sole and absolute discretion and for any reason, including convenience of the GN and without any fault or default on the part of Contractor, terminate this Agreement effective immediately upon giving Notice to the Contractor or effective at a future date specified in the Notice.
- 24.12 If the GN terminates this Agreement pursuant to **Article 24.11** or pursuant to **Article 24.3** or **Article 24.4(a)** and the GN elects not to complete the Work, the Contractor is not entitled to further payment for any of the Work; provided however, the Contractor is entitled to any amounts payable on account of Work it performed and to retain any amounts previously paid to the Contractor on account of Work it performed.
- 24.13 Where the GN has terminated the rights and obligations of the Contractor under this Agreement, the Contractor shall:
- (a) stop the performance of all Work and services hereunder except as may be necessary to carry out such termination;
  - (b) assign to the GN, upon GN's request, all rights of the Contractor under such of the Subcontracts entered into by the Contractor in connection with this Agreement as the GN may specify;

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- (c) terminate all Subcontracts as the GN may specify in writing;
- (d) provide to the GN a detailed list of all tangible and intangible property relating in any way to the Work including all equipment, machinery, fixtures, supplies, designs, concepts, plans, drawings, specifications, schedules, models, samples, patents, technology leases, licenses, books and records;
- (e) be deemed to have granted to the GN for GN's purposes a non-exclusive, perpetual license or other right to use any and all intellectual property;
- (f) deliver or cause to be delivered to the GN executed copies of all Subcontracts and related agreements to which it is a party, and shall use its best efforts to deliver or cause to be delivered copies of all documents and agreements relating to the Work which are in the possession or control of any Subcontractors;
- (g) deliver or cause to be delivered record drawings for the portion of the Work which has been completed to that date;
- (h) remove from the Site all material, debris, equipment and supplies that have not been incorporated in the Work and that are designated in writing by the GN to be removed;
- (i) do all such acts, execute and deliver to the GN all such documents, conveyances, deeds, assignments, transfers, bills of sale, assurances and certificates and take all actions as may be required by GN to exercise its rights hereunder;
- (j) quit the Site;
- (k) surrender possession and control of the Site and the Work and deliver to the GN or its nominee the Work (except those owned by third parties) free and clear of any and all security interests;
- (l) provide the GN with such evidence or assurances as the GN may reasonably require that title to the Work is unencumbered, and indemnify the GN in connection therewith as provided for in **Article 21 – Indemnity**, including an indemnification for any outstanding actions, suits or proceedings;
- (m) remove and dispose of such of the Work as is designated in writing by GN to be so removed and decommission or mothball the Work as reasonably required by GN; and
- (n) take any other action towards termination of the Work which GN shall request in writing.

24.14 The GN and the Contractor each agree that, upon the request of the other, it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers, assurances, certificates and the like as may be necessary or desirable to effect the purpose of this **Article 24 – Default and Termination**, whether before or after this Agreement is terminated.

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- 24.15 To the extent the Contractor does not perform its obligations under **Article 24.13** or **Article 24.14**, the Contractor hereby irrevocably nominates, constitutes and appoints the GN as the Contractor's true and lawful attorney in fact and agent for, in the name of and on behalf of the Contractor to execute and deliver all such assignments, transfers, deeds, instruments, conveyances and other documents as may be necessary to give effect to the provisions of this **Article 24 – Default and Termination**. Such appointment and power of attorney, being coupled with an interest, shall not be revoked by the dissolution, winding-up, bankruptcy, insolvency or subsequently in the capacity of the Contractor, and the Contractor hereby ratifies and confirms and agrees to ratify and confirm all that the GN may lawfully do or cause to be done by virtue of the provision hereof.

## **ARTICLE 25 SUBSTANTIAL AND FINAL COMPLETION**

- 25.1 Substantial Completion shall have occurred if and only if all of the items have occurred to the satisfaction of the GN in accordance with this Agreement:
- (a) The Work is certified as ready for use or is being used for the purpose intended and is capable of completion or correction at a cost of not more than **five percent (5%)** of the Contract Price.
  - (b) The Contractor has delivered to the Consultant a schedule indicating the actual monthly value of all Inuit, Local and Nunavut labour and content expended in the performance of the Work which conforms to the values set forth in **Exhibit 6 – Inuit, Local and Nunavut Labour and Content**.
  - (c) The Consultant has prepared and delivered an updated Punch List to the Contractor, which includes any minor items with respect to which the Consultant has notified the Contractor are incomplete or which have Defects.
  - (d) The Contractor has delivered to the Consultant a certificate that, except for any Claims arising from the GN's indemnity obligations pursuant to Article 21 – Indemnity:
    - (i) provides the details of all outstanding Claims of Contractor under this Agreement with documentation sufficient in the opinion of Consultant to support such Claims, and GN shall not be liable to Contractor for any Claim under this Agreement which is not identified within that Notice and supported by sufficient documentation; or
    - (ii) certifies that there are no such outstanding Claims.
  - (j) The Contractor has delivered to the Consultant the latest available clearance certificate from the WSCC that no assessments or other amounts are owing to the date therein specified.
  - (k) The Contractor has removed all Contractor's Items, Contractor's Personnel, supplies, equipment, materials, rubbish and temporary facilities, except those reasonably required for completion of outstanding Punch List items, from the Worksite so that the Worksite is neat, clean and safe.

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- (l) The Contractor shall have assigned to the GN all representations, warranties, guarantees and obligations which the Contractor received from Subcontractors, manufacturers or suppliers subject to the Contractor's right to retain the benefit of all Subcontractors that the Contractor requires to complete the Work.
  - (m) There are no liens filed or registered pursuant to the *Mechanics' Lien Act (Nunavut)*, with respect to or arising from the Work at that time.
- 25.2 When the Contractor believes the requirements of Substantial Completion have been met, the Contractor shall request from the Consultant a Substantial Completion Certificate. Such request shall contain a declaration by the Contractor that all the requirements of Substantial Completion have been met and a Contractor Start-Up Programme with sufficient detail to enable the Consultant to determine whether Substantial Completion has been achieved. If all requirements of Substantial Completion have been met to the satisfaction of the Consultant and the GN, the date of Substantial Completion shall be the later of (i) the date specified in the Contractor's request, and (ii) the date when the requirements of Substantial Completion were met to the satisfaction of the GN. Promptly after Substantial Completion has been achieved as provided above, the Consultant shall issue a Substantial Completion Certificate to the Contractor, which states the date of Substantial Completion and the Contractor shall turn over control and operation of the Work to the GN.
- 25.3 After issuance of the Substantial Completion Certificate, the Contractor shall:
- (a) submit an application for payment of the holdback amount; and
  - (b) submit a sworn declaration in form acceptable to the GN stating that the Contractor has paid Subcontractors, vendors and suppliers all amounts properly due for work, services, materials and equipment supplied or performed and billed by Subcontractors, vendors and suppliers and included in the Contractor's prior invoices for which Payment Certificates have been Approved by the GN.
- 25.4 After receipt of an application for payment of the holdback amount, the Consultant will issue a certificate for payment of the holdback amount. The Owner thereafter shall, within forty-five (45) days prior to the expiry of the holdback period stipulated in the *Mechanics' Lien Act (Nunavut)*, pay the Contractor the holdback retained by the GN.
- 25.5 If any item of Work on the Punch List is not completed by the date specified on the Punch List for such item, the GN may complete or employ others to complete the item and the Contractor shall be liable for and pay the GN all costs to complete such item.
- 25.6 The Contractor's access to and continued presence at the Worksite after the date of Substantial Completion shall be for the purpose of performing the Contractor Start-Up Programme and to achieve Final Completion. In performing such work the Contractor will use its best efforts not to inconvenience or interfere with the GN and the GN's Other Contractors.

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- 25.7 Final Completion of the Work shall have occurred if and only if all of the following have occurred to the satisfaction of the GN in accordance with this Agreement:
- (a) Substantial Completion shall have occurred and a Certificate of Substantial Completion has been issued;
  - (b) all other outstanding obligations of the Contractor under this Agreement have been fulfilled;
  - (iii) the Contractor shall have delivered the warranties from Subcontractors as referred to in **Article 18 - Warranty**;
  - (iv) the Contractor shall have delivered to the Consultant electronic copies and reproducible hard copies of the record drawings for the Work; and
  - (v) all Punch List items have been remedied to the satisfaction of the Consultant.
- 25.8 When the Contractor believes the requirements of Final Completion have been satisfied, the Contractor shall request by Notice a Final Completion Certificate. Such Notice shall contain a declaration by the Contractor that all the requirements of Final Completion have been met. If all requirements of Final Completion have been met to the satisfaction of the Consultant, the date of Final Completion shall be the later of (i) the date specified in the Contractor's request, and (ii) the date when the requirements of Final Completion were met to the satisfaction of the GN. Promptly after Final Completion has been achieved as provided above, the GN shall issue a Final Completion Certificate to the Contractor, which states the date of Final Completion.
- 25.9 By submission of the Notice to the GN for confirmation that the Contractor has fully performed all of the Work pursuant to **Article 25.6**, the Contractor agrees that, as of the date of the issuance of the Notice, the Contractor waives, remises, releases and discharges the GN of any and all Claims as of the date of the Notice that are known, ought to have been known or discoverable by reasonable means by the Contractor, which the Contractor has or may have relating to or arising out of this Agreement and the subject matter of this Agreement, and all facts and circumstances related to the Work, save and except:
- (a) any Claims previously submitted in writing prior to the date of the Notice, and remaining unresolved; and
  - (b) the balance of the Contract Price payable, if any, upon the issuance of the Final Completion Certificate.
- 25.10 The Parties acknowledge that upon coming into force of the *Legislation Act*, S.Nu. 2020, c. 15, a lien by the Mechanics Lien Act does not attach to the interest of the GN or to any land occupied or enjoyed in connection with the interest but constitutes a charge on the holdback. The Contractor must notify the GN in writing in the event it claims a lien on the holdback.

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**ARTICLE 26**  
**TITLE AND RISK**

- 26.1 The Contractor warrants good title to all the Contractor's Items, consumables, goods and other items furnished by it under this Agreement and that they are free from any liens or encumbrances in favour of third parties. Risk of, and in, the Contractor's Items shall remain with the Contractor throughout the Term.
- 26.2 Title to the Work (or any part of the Work) performed, including all the Contractor's documentation related to the Work, shall vest in the GN as and when performed or prepared. Title to all equipment, materials and products to be supplied by the Contractor or its Subcontractors for incorporation into the Work shall vest in the GN as and when identified and designated for incorporation into the Work. Title to any items free issued to the Contractor by the GN shall always remain vested in the GN.
- 26.3 The GN shall have the right, without prejudice to any other right it may have under the Agreement, to decline to pay for any part of the Work if the Contractor is unable to provide evidence reasonably satisfactory to the GN that title to the same has passed to the Contractor or shall pass unconditionally to the GN as provided in the Agreement, free from any liens or encumbrances in favour of any third parties.
- 26.4 The Contractor shall cause terms consistent with the terms of **Article 26.1**, **Article 26.2** and **Article 26.3** to be included in all Subcontracts so that the GN and the Contractor shall have the rights herein set forth with respect to each Subcontractor involved in the performance of the Work.
- 26.5 Subject to **Article 18 – Warranty**, risk of and in the Work shall be assumed by the GN upon issuance of a Substantial Completion Certificate, and the Contractor shall assume the risk of and undertake the care and control of the Work until such time as the Substantial Completion Certificate is issued in accordance with **Article 25.2**.
- 26.6 The Contractor shall make available to the GN all data relating to the operation and performance of the Work in electronic media for use by the GN during the Term and during the operation of the Work. The Contractor shall undertake all reasonable efforts to ensure data is provided in a form fully useable by the GN with well recognized industry standard applications.
- 26.7 The GN, at its discretion and upon Notice to the Contractor, may take possession of or use Work, and/or any part of the Work, at any time prior to Substantial Completion of such Work. If the GN takes possession of or uses the Work following such Notice:
- (a) The GN shall not be deemed to have Approved the Work or that part possessed or used;
  - (b) the Warranty shall apply except that the Warranty shall commence upon use of that part of the Work to which the Notice applies, notwithstanding the time for commencement in **Article 18.1**, and continue for the duration specified in **Article 18 – Warranty**; and

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- (c) the Contractor shall not be relieved of its responsibilities and obligations under this Agreement.

## **ARTICLE 27 SUSPENSION**

- 27.1 The GN may at any time during the Term, at the GN's sole discretion for any reason, suspend performance of the Work, or any part thereof, by giving Notice to the Contractor (such period of suspension hereinafter "**Suspension Period**"). The Work shall be resumed by the Contractor on a date as may be specified by the GN in a Notice to the Contractor. During the Suspension Period, the Contractor shall properly protect and secure the Work as Approved in advance by the GN.
- 27.2 Subject to **Article 27.3** and **Article 27.4**, The GN shall reimburse the Contractor its reasonable expenses (which the Contractor shall use its best efforts to mitigate) incurred in compliance with any suspension order and associated reinstatement order (the "**Suspension Expenses**"). Any such Suspension Expenses are to be subject to audit in accordance with **Article 17 – Access, Inspection, Testing, Audit**. In no event shall the Contractor be entitled to any compensation for indirect or consequential losses, including lost profits and revenue, that may have resulted from such suspension or reinstatement order.
- 27.3 The GN shall have the right to suspend performance of the Work for as long as necessary to prevent or stop any contravention of **Article 16 – Health, Safety and Environmental Protection**. During such period of suspension, no Suspension Expenses shall be payable to Contractor by the GN.
- 27.4 In case of suspension due to Contractor's failure to perform the Work in accordance with **Article 3 – Contractor's Work Obligations**, the Contractor shall not be entitled to Suspension Expenses incurred from the moment the Notice of suspension was given until a reinstatement order (if any) is given by the GN but shall remain liable, without prejudice to the GN's other rights under this Agreement.
- 27.5 The Contractor shall cause all terms of this Article to be inserted in all Subcontracts so that the GN and the Contractor shall have the rights herein set forth with respect to all Subcontractors.

## **ARTICLE 28 FINANCIAL ADMINISTRATION ACT (NUNAVUT)**

- 28.1 The Contractor acknowledges that, notwithstanding any other provision of this Agreement, pursuant to section 46 of the *Financial Administration Act* (Nunavut), as amended or re-enacted in successor legislation, an expenditure pursuant to this Agreement will be incurred only if GN has a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under this Agreement.

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**ARTICLE 29**  
**FORCE MAJEURE**

- 29.1 For the purposes of this Agreement, Force Majeure shall mean and be limited to the following:
- (a) acts of God, riot, civil unrest, civil disturbance (including blockades to or from the Site), war, acts of civil or military authority, epidemics, quarantine restrictions, acts of terrorism;
  - (b) earthquake, major ice jam, flood, fire, storms in excess of a one in twenty (1 in 20) year storm or other natural physical disaster, but excluding other weather conditions as such regardless of severity ;
  - (c) a change in Applicable Law or the interpretation thereof (recognized by relevant Courts or relevant government authorities) which change could not on the Effective Date reasonably have been foreseen and which affects a substantial or essential portion of the Work; and
  - (d) maritime and aviation disasters.
- 29.2 The Contractor acknowledges that Nunavut frequently experiences severe weather, shortages in supplies and fuel, and interruptions of power service and communications that might constitute Force Majeure elsewhere and the Contractor will plan for those eventualities as much as possible.
- 29.3 Neither the Contractor nor the GN shall be responsible for any failure to fulfil any term or condition of this Agreement if and to the extent that such fulfilment has been delayed or rendered impossible by a Force Majeure occurrence of which the other Party has been notified in accordance with this **Article 29 – Force Majeure** and which is beyond the control and without the fault or negligence of the Party affected, and which by the exercise of reasonable diligence the said Party is unable to provide against.
- 29.4 The Contractor may not rely upon the provisions of **Article 29.2**:
- (a) unless it shall immediately upon being made aware of the Force Majeure occurrence notify the GN of such Force Majeure and of the obligations expected to be affected thereby;
  - (b) unless it shall immediately take all such steps as may be commercially reasonable in the circumstances to cause the discontinuance of, and to minimize the effect of, the Force Majeure occurrence and resume performance of the obligation affected by the Force Majeure as soon as reasonably possible; and
  - (c) to the extent that and for so long as there would be concurrent delay to the Work resulting from pre-existing matters within the responsibility or obligation of the Contractor under this Agreement.



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- 29.5 Where the GN claims Force Majeure and is entitled to rely upon the provisions of **Article 29 – Force Majeure**, then no compensation shall be payable to the Contractor during the period that the Force Majeure occurrence continues to prevent performance by the GN. Where the Contractor claims Force Majeure and is entitled to rely on the provisions of **Article 29 – Force Majeure**, then no compensation shall be payable to the Contractor during the period that the Force Majeure occurrence continues to prevent performance by the Contractor.
- 29.6 If the Contractor is prevented from or delayed in performing any of its obligations as a result of an event of Force Majeure for a cumulative period of more than sixty (60) days or a consecutive period of more than thirty (30) days during the Term, the GN shall have the right thereafter to immediately terminate this Agreement upon giving Notice thereof to the Contractor and the GN shall have no further liability whatsoever to the Contractor (except payment for Work performed prior to such termination and reasonable demobilization costs incurred by the Contractor as a result of the termination).
- 29.7 A Force Majeure occurrence shall in no circumstances entitle the Contractor to an increase in the Contract Price.
- 29.8 During any period in which the performance of the Work is prevented because of Force Majeure, the Contractor and the GN shall mutually agree either (a) to continue maintaining the Contractor's Items and Personnel at or near the Worksite, in which case the GN will reimburse the Contractor for each day such Force Majeure exceeds thirty (30) days at the standby rates outlined in **Exhibit 2 – Terms of Payment**, which are intended to cover only those expenses incurred by the Contractor as a direct result of such prevention of performance, or (b) to demobilize the Contractor's Items and Personnel.

### **ARTICLE 30 DISPUTE RESOLUTION**

- 30.1 If any dispute, controversy, claim, question or difference of opinion arises between the Parties under this Agreement including an interpretation, enforceability, performance, breach or validity of this Agreement ("**Dispute**"), the Party raising the Dispute shall give Notice to the other Party in writing within thirty (30) days of the Dispute arising, and such Notice shall provide all relevant particulars of the Dispute.
- 30.2 Upon issuance of a Notice of Dispute, the Parties shall, acting in good faith and in a commercially reasonable manner, attempt to resolve the Dispute in the following manner:
- (a) Within fifteen (15) days of the Notice, the senior project managers for each of the GN and the Contractor shall meet;
  - (b) If not resolved by senior project managers, representatives for each of GN and the Contractor shall meet within thirty (30) days following the meeting of the project managers.

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- 30.3 If the Dispute is not resolved by the Parties within ninety (90) days from the date of delivery of the Notice of Dispute, it shall be settled by arbitration subject to the *Arbitration Act*, R.S.N.W.T. 1988, c. A-5, or through an alternative dispute resolution method mutually agreed upon by the parties. The Dispute Resolution shall take place in Iqaluit, Nunavut unless otherwise agreed by the Parties. For greater certainty, the Parties must comply with this **Article 30 – Dispute Resolution** before commencing any further action, legal or otherwise, with respect to a Dispute under this Agreement.
- 30.4 The Contractor consents to the participation of the Consultant in any Dispute Resolution process should participation be required by the GN.
- 30.5 The Contractor consents to allow the GN to consolidate Dispute Resolution processes when two related disputes occur simultaneously.
- 30.6 Notwithstanding that a matter or matters have been referred to be resolved by application of the Dispute resolution procedures in this **Article 30 – Dispute Resolution**, each of the GN and the Contractor shall, to the extent reasonably possible or unless advised in writing by the GN to suspend or discontinue Work, continue to perform their obligations under this Agreement without interruption or delay and the continuation of such performance shall in no way amount to a waiver of, or in any way prejudice, positions taken by the Parties in the dispute being determined under this Agreement. There shall be no extension to any date for completion of a Milestone by reason that a matter or matters have been referred to be resolved pursuant to the Dispute resolution procedures in this **Article 30 – Dispute Resolution**.

### **ARTICLE 31 ENTIRETY OF AGREEMENT, NON WAIVER**

- 31.1 This Agreement, as executed by authorized representatives of the GN and the Contractor, constitutes the entire agreement between the Parties with respect to the matters dealt with herein. This Agreement replaces and supersedes all prior agreements, documents, writings and verbal understandings between the Parties in respect of the Work and there are no oral or written understandings, representations or commitments of any kind, express or implied, which are not expressly set forth herein.
- 31.2 No modification of this Agreement by the Contractor or the GN, either before or after the execution of this Agreement, shall be of any force or effect unless such modification is in writing, is expressly stated to be a modification of this Agreement and is signed by duly authorized representatives of each of the Parties.
- 31.3 No waiver of any provision of this Agreement shall be of any force unless such waiver is in writing, is expressly stated to be a waiver of a specified provision of this Agreement and is signed by the Party to be bound thereby. A Party's waiver of any breach of, or failure to enforce, any of the covenants, conditions or other provisions of this Agreement, at any time, shall not in any way

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affect or limit that Party's right thereafter to enforce or compel strict compliance with every covenant, condition or other provision hereof.

- 31.4 Each of the Parties shall, from time to time, at its own cost and expense, execute or cause to be executed all such further documentation and do or cause to be done all things which are necessary to give effect to the provisions of this Agreement.

## **ARTICLE 32 LABOUR RELATIONS**

- 32.1 The Contractor acknowledges that some or all of the GN's Other Contractors and their Subcontractors at a Worksite may be union or non-union and that the GN requires the Contractor to ensure that labour peace shall be maintained. The Contractor shall take all necessary precautions to avoid labour disputes and to minimize the disruption in the event of any dispute.
- 32.2 The Contractor shall at all times promptly take all steps necessary to maintain good labour relations with the Contractor's Personnel to the extent that such requirement is consistent with sound business practice in accordance with the Standard of a Prudent Contractor. Subject to **Article 29.1(c)**, the existence of any labour disturbance relating to the Contractor's Personnel shall not relieve the Contractor of its obligations under this Agreement.
- 32.3 The Contractor represents and warrants that no collective or other agreement with its Personnel or between its Subcontractors and their workers, and no expiry or termination of any such agreement, will adversely affect labour peace at the Worksites or delay the Contractor's performance of the Work.
- 32.4 Whenever the Contractor has knowledge that any actual or potential labour dispute is delaying or threatening to delay the schedule and performance of the Work, the Contractor shall immediately advise the Consultant in writing, including all relevant information with respect to such dispute or potential dispute and potential impact on the schedule and performance of the Work.
- 32.5 Without restricting the generality of the GN's right to terminate the Agreement, the GN may, but is not obligated to, give Notice to the Contractor requiring Contractor to terminate any Subcontract by giving five (5) days' Notice to the Subcontractor if:
- (a) the workers of the Subcontractor, or anyone employed by or through the Subcontractor:
    - (i) declare or engage in a strike, a work stoppage or a refusal to supply material; or
    - (ii) engage in a slowdown or other concerted activity which restricts or limits or, is likely to restrict or limit, the progress or performance of the Work; or
    - (iii) picket or cause picketing to occur or support picketing by the refusal to Work, or continue to Work at or in the Worksites whether in support of lawful strike or for any other reason; or

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(iv) do not comply with **Article 3.14**.

(b) the Subcontractor, or anyone engaged by or through the Subcontractor, imposes a lockout, lawful or unlawful, against their workers engaged in performing the Work.

32.6 The Contractor shall ensure that all Subcontracts allow termination in each of the events set out in **Article 32.5**.

32.7 The sole cost and expense of preventing, avoiding or removing any of the matters or events giving rise to a labour disruption shall be borne by the Contractor, who shall prevent, avoid and remove any and all such labour disruptions within five (5) days of the commencement of such disruptions, including making any necessary applications for injunctive or other relief to the Court.

32.8 Except for strikes, labour disputes or industrial disputes referenced in **Article 29.1(c)**, delays in the performance of the Work as a result of any strike, industrial dispute, labour disruption or labour dispute are to be considered as a delay attributable to the Contractor, and for which the Contractor shall not be entitled to compensation or an extension to the date for completion of a Milestone.

### **ARTICLE 33 CONFIDENTIALITY**

33.1 The term "**Confidential Information**" shall mean all information and data, in whatever form, which the GN provides to the Contractor in connection with this Agreement (including events witnessed by the Contractor's Group in connection with the performance of the Work). Confidential Information does not include information which:

(a) prior to the time of disclosure or acquisition is lawfully in the public domain;

(b) after disclosure or acquisition becomes part of the public domain, through no act or omission on the part of a Party;

(c) prior to disclosure or acquisition was already lawfully in a Party's possession without limitation on disclosure to others;

(d) was obtained by a Party from a third party who is lawfully in possession of such information and is not subject to a contractual or fiduciary relationship with the other Party with respect to such information; or

(e) was independently developed by the receiving Party without the use of Confidential Information.

33.2 The Contractor shall not disclose Confidential Information (including photographs of activities of the GN) to any third party nor use any Confidential Information without the Approval of the GN. Notwithstanding the foregoing, the Contractor may disclose the GN's Confidential Information if

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required by Applicable Laws. The Contractor shall promptly notify the GN in advance of any such intended disclosure. The Contractor shall adopt and follow precautionary measures with respect to Confidential Information to ensure that it is not disclosed to third parties by any of the Contractor's Group without the Approval of the GN. Any Approval given by the GN shall apply only to the specific request for Approval made by the Contractor.

- 33.3 The GN may disclose information received from the Contractor to the Consultant and the directors, officers, employees, contractors, subcontractors, legal counsel, consultants and advisors of the foregoing to whom disclosure is required to enable the GN to perform its obligations hereunder or to any other Person if such disclosure is required by Applicable Laws, provided the GN has taken such reasonable and necessary precautions to prevent any of the foregoing parties from disclosing such information to any third party.
- 33.4 To the extent the GN is subject to the provisions of the Privacy Law, all documents and other records in the custody of or under the control of GN, and in relation to the Work in the custody of or under the control of the Contractor will be subject to the Privacy Law. The Contractor acknowledges that the GN is subject to the access to information and Privacy Law pursuant to which the public may have access to the GN's records.
- 33.5 If the Contractor discloses Confidential Information to its Personnel, the Contractor shall ensure that any such Personnel are informed of the confidential nature of the information disclosed and that such Personnel comply with the Contractor's obligations under this **Article 33 – Confidentiality**.
- 33.6 If requested by GN, whether prior to or after the expiry or earlier termination of the Agreement, the Contractor shall promptly deliver to GN all Confidential Information provided by GN that is in the custody, possession or control of the Contractor or any of its Personnel.
- 33.7 The Contractor covenants and agrees that it will implement safeguards to protect against the disclosure or misuse of Confidential Information that is in its care or custody and will promptly inform the GN if there is any breach or suspected breach of security related to the Protected Information. The Contractor shall protect and keep confidential the GN's Confidential Information with the same degree of care that the Contractor uses to protect and safeguard its own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity and strategic value of such Protected Information.
- 33.8 The Contractor shall only retain Confidential Information for as long as is reasonably necessary for the purposes for which it is disclosed to the Contractor, and upon completion or termination of this Agreement the Contractor shall securely destroy any copies, either in paper or electronic format, and provide the GN with proof of secure destruction in the form of a statutory declaration certifying that its obligations under this Article have been fulfilled.
- 33.9 The Contractor shall ensure that data containing Confidential Information shall not be processed or stored outside of Canada without the Approval of the GN.

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- 33.10 The Parties acknowledge the *Access to Information and Protection of Privacy Act* (Nunavut) and the *Personal Information Protection and Electronic Documents Act* (Canada) and acknowledge that the Contractor and its employees and subcontractors are included in the definition of “employees” under the *Access to Information and Protection of Privacy Act* (Nunavut) and so bound by that Act while providing services under this Agreement.
- 33.11 The Contractor shall report any suspected or confirmed privacy breach, as defined in section 49.8 of the *Access to Information and Protection of Privacy Act* (Nunavut), to the GN as soon as the breach becomes known, and will comply with the GN’s breach investigation, or any investigation initiated by the Information and Privacy Commissioner of Nunavut. The Contractor shall cooperate as may be required by the GN to assist in any access requests, questions, complaints and any investigations related to the Protected Information.
- 33.12 The breach of any of the conditions contained in this **Article 33 – Confidentiality** will be deemed to be a material breach of the Agreement.

#### **ARTICLE 34**

##### **GENERAL**

- 34.1 Nothing in this Agreement, nor the conduct of a Party, shall in any manner whatsoever constitute or be intended to constitute the Contractor as the agent or representative or fiduciary of the GN, nor constitute or be intended to constitute a partnership or joint venture between the GN and Contractor or any other Party, but rather as between the GN and Contractor each Party shall be severally responsible, liable and accountable for its own obligations under this Agreement or otherwise for any conduct arising therefrom and for all Claims, demands, actions and causes of action arising directly or indirectly therefrom. Neither Party shall have the authority to make nor shall it make any statements, representations or commitments of any kind, or take any action, that will bind the other Party, except as expressly provided in this Agreement or as otherwise authorized in writing by the applicable Party.
- 34.2 The Contractor shall, for all purposes under this Agreement and in relation to any aspect of the performance of its obligations in respect of the Work, be an independent contractor and shall have responsibility for and control over the details and means of performing such obligations in accordance with the terms and conditions of this Agreement. The Contractor’s Personnel shall not be employees of the GN. The Contractor’s Personnel shall be under the direct supervision and control of the Contractor and not of the GN. The Contractor accepts complete responsibility as the principal for the Contractor’s Personnel.
- 34.3 The Contractor agrees that all public relation matters arising out of or in connection with the Work shall be the sole responsibility of the GN. The Contractor shall obtain the GN’s Approval of the text of any announcement, publication or other type of communication concerning the Work.
- 34.4 The Contractor shall not advertise or issue any information, publication, document or article (including photographs or film) for publication or media releases or other publicity relating to the Work, the Agreement, or the GN’s activities without Approval of the GN except as may be required by Applicable Laws. The Contractor shall not make any use of the GN Official Mark without the express Approval of the GN. The Contractor shall refer to the GN any enquiries from the media

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concerning the Work, the Agreement, or the GN's activities. The Contractor shall include in each Subcontract a provision that incorporates the terms of **Article 34.3** and this **Article 34.4** such that those terms shall apply to each Subcontractor.

- 34.5 This Agreement shall be binding upon and shall ensure to the benefit of the Parties hereto and their respective successors and permitted assignees.
- 34.6 The following provisions of this Agreement shall survive the termination or expiration of this Agreement and remain in full force and effect: Article 4, Article 11, Article 17, Article 18, Article 19, Article 26, Article 33, Article 36, Exhibit 2, and Exhibit 6.

### **ARTICLE 35 ASSIGNMENT**

- 35.1 The GN may, without the Approval of the Contractor, assign this Agreement, or any part thereof, and upon Notice by the GN to the Contractor of such assignment, the GN shall be fully and finally released and discharged from all liabilities, obligations, any and all actions, causes of action and covenants, whether expressed or implied, Claims or demands for damages, sums due, indemnity, costs (including legal fees and disbursements), expenses, interest, loss or injury of every nature and kind whatsoever and howsoever arising, which the Contractor may heretofore have had, may now have, or may hereinafter have, in any way relating to or under this Agreement, both past and future. In the case of an assignment, the Contractor acknowledges and agrees that the assignee shall thereupon be the sole obligor for all past and any future obligations under this Agreement in the same manner and to the same extent as if it was the sole obligor and original party hereto in the place and stead of the GN under this Agreement, the whole without any further action, Approval, notice or document being taken, obtained, sent or executed by or to any of the Parties at any time.
- 35.2 Following any assignment by the GN pursuant to this **Article 35 - Assignment**, this Agreement may be re-assigned to the GN without the Contractor's Approval.
- 35.3 The Contractor shall not assign any of its interest in this Agreement without the Approval of GN. Such Approval shall not release or relieve the Contractor from any representation or warranty given by the Contractor or any obligation to be performed on the part of the Contractor under this Agreement. In the case of a proposed assignment of monies owing to the Consultant under this Agreement, the consent in writing of the Comptroller General of the GN must be obtained, pursuant to S.69(4) of the *Financial Administration Act* (Nunavut) as amended or re-enacted in successor legislation during the term of this Agreement.

### **ARTICLE 36 LIENS AND CLAIMS**

- 36.1 Without prejudice to the provisions of this **Article 36 – Liens and Claims**, the Contractor shall prevent the imposition of any liens, claims, encumbrances or attachments by or on behalf of any third party against the Contractor's Items, the Work, or any property wherever located, or any portion thereof and any liens or attachments which nevertheless are imposed shall be promptly

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vacated and removed from title by the Contractor, at the Contractor's sole cost, and the Contractor shall indemnify, defend and hold the GN harmless from and against the same.

- 36.2 The Contractor shall defend, protect, release, indemnify and hold the GN harmless from and against, and shall keep the Contractor's Items, property, Sites and Work thereon free and clear of all liens, charges, claims, assessments, fines and levies suffered, created, or committed by the Contractor's Group.
- 36.3 Notwithstanding the efforts of the Contractor hereunder, if the GN suffers costs or expenses or becomes liable for payment as a result of the imposition of such liens or attachments, then without prejudice to any other rights or remedies available to the GN, the GN shall have the right to withhold and set off an amount equal to any such costs, expenses or payments incurred or made by the GN from any payments due to the Contractor hereunder.

#### **ARTICLE 37**

##### **CONTRACTOR'S DOCUMENTS AND INTELLECTUAL PROPERTY**

- 37.1 The Contractor shall provide the Consultant, at a time specified by the GN and without charge or cost, copies of all documents required by this Agreement or any Exhibit whether obtained by or prepared by or on behalf of the Contractor.
- 37.2 All plans, specifications and other documents conceived of or produced or caused to be prepared, conceived of or produced and delivered in the performance of this Agreement by or on behalf of the Contractor ("**Intellectual Property**") and which are particular to the Work shall be the property of the GN.
- 37.3 Subject as is hereinafter provided, the Contractor hereby grants to the GN the exclusive, perpetual license or other right to use all such Intellectual Property and all patents, copyrights and other industrial and intellectual property rights, including trade secrets, arising in relation to the Intellectual Property ("**Rights**"), if any, that are held by the Contractor. The Contractor also agrees to obtain a non-exclusive, perpetual licence or other right to use such Intellectual Property and Rights from any other Persons who hold any rights and interests in the Intellectual Property and Rights and agrees to assign to the GN the right to use all such Intellectual Property and Rights for all purposes in relation to the Project.
- 37.4 The Contractor shall execute any and all written documentation which the GN or the Consultant may require to evidence the grant and assignment of the Rights.

#### **ARTICLE 38**

##### **SHOP DRAWINGS**

- 38.1 Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, product and other data (including data in electronic form) which the Contractor provides to illustrate details of a portion of the Work.
- 38.2 Shop Drawings shall be based on the design drawings and specifications set out in Exhibit 1 – Scope of Work.



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- 38.3 The Contractor will provide Shop Drawings as described in the Agreement or as the Consultant may reasonably request.
- 38.4 The Contractor will review all Shop Drawings prior to submission to the Consultant. The Contractor represents by this review that the Contractor has determined and verified all field measurements and field construction conditions, product requirements, catalogue numbers and similar data and that the Contractor has checked and coordinated each Shop Drawing with the requirements of the Work and of the Agreement. The Contractor will confirm this review of each Shop Drawing by stamp, date and signature of the person responsible. At the time of submission the Contractor will notify the Consultant in writing of any deviations in the Shop Drawings from the requirements of the Agreement.
- 38.5 The Contractor will submit Shop Drawings to the Consultant to review in orderly sequence and sufficiently in advance so as to cause no delay in the Work or in the work of the GN's Other Contractors. Upon request of the Consultant, the Contractor and the Consultant will jointly prepare a schedule of the dates for submission and return of Shop Drawings. Any Shop Drawings which require Approval of any Authority will be submitted to such Authority by the Contractor for Approval.
- 38.6 The Contractor will submit Shop Drawings in the form specified in the Agreement or as the Consultant may direct. The Consultant will review and return Shop Drawings in accordance with the schedule agreed upon or otherwise with reasonable promptness. The Consultant's review is for conformity to the design concept and for general arrangement only. The Consultant's review will not relieve the Contractor of responsibility for errors or omissions in any Shop Drawing submitted by the Contractor or for meeting all requirements of the Agreement unless the Consultant expressly notes the Acceptance of a deviation on the Shop Drawings.
- 38.7 Upon the Consultant's request, the Contractor will revise and resubmit Shop Drawings which the Consultant rejects as inconsistent with the Agreement unless otherwise directed by the Consultant. The Contractor will notify the Consultant in writing of any revisions to the resubmission other than those requested by the Consultant. The Contractor will not be entitled to any extension to the dates for completion of a Milestone nor any adjustment to the Contract Price as a result of complying with its obligations to resubmit Shop Drawings under this paragraph.

#### **ARTICLE 39**

##### **APPROVAL OF EQUIPMENT**

- 39.1 For equipment types identified in **Exhibit 1 – Scope of Work**, the Contractor shall provide the Consultant with a detailed list of the equipment that the Contractor proposes to use in the performance of the Work. The list of equipment provided by the Contractor shall include manufacturer, model and a summary specification for each item listed.
- 39.2 The Contractor shall not use any type of equipment required to be listed in accordance with **Article 39.1** unless the specific equipment has been Accepted by the Consultant. If the Contractor seeks to use different equipment from that listed and Accepted by the Consultant, the Contractor

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shall notify the Consultant and provide the Consultant with such information as the Consultant may require.

- 39.3 The Consultant may, on reasonable grounds, object to any item of equipment proposed by the Contractor in the equipment list. If each alternative make, manufacturer or model is rejected by the GN for any item, type or class of equipment set out in the proposed list of equipment then Contractor shall resubmit the proposed list of equipment with further alternatives for the rejected item, type or class of equipment.

#### **ARTICLE 40 NOTICES**

- 40.1 Unless otherwise specified in the Agreement, any Notice given or made pursuant to the Agreement shall:

- (a) be in writing;
- (b) be marked to the attention of the Contractor's Project Manager, in the case of Contractor, or to GN's Representative, in the case of the GN;
- (c) where given by the GN, be signed or authorized by either the GN's Representative or a duly authorized representative of the GN;
- (d) where given by the Contractor, be signed or authorized by either the Project Manager, an officer, a director or company secretary of the Contractor, or a duly authorized representative of Contractor; and
- (e) be delivered by prepaid post, by hand to the Party to whom the Notice is addressed at its address specified in **Article 40.3**, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

- 40.2 A Notice will be taken to be duly given:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of delivery by post, five (5) Business Days after the date of posting (if posted to an address in the same country) or twenty (20) Business Days after the date of posting (if posted to an address in another country);
- (c) in the case of delivery by facsimile or other form of electronic communication, on the date of its transmission provided that if such day is not a Business Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Business Day next following the transmission thereof.

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- 40.3 Any Notice given or made under the Agreement shall be delivered to the intended recipient at the address below:

to GN:

**Community & Government Services**  
**PO BOX 490**  
**Rankin Inlet, NU X0C 0G0**  
Attention: **[insert name/title]**  
email:

to the Contractor:

**[insert name and address]**  
Attention: **[insert name/title]**  
email: **[insert e-mail address]**

- 40.4 Except where expressly provided otherwise in the Agreement, verbal communications will not constitute formal communication or Notice under the Agreement and neither Party has any obligation to act on any verbal communication or instruction unless and until it is confirmed in writing. Any action taken by a Party based on verbal communications, instructions or assurances will be at that Party's sole risk and will be without liability to or recourse against the other Party.
- 40.5 A Party may, from time to time, give Notice to the other Party of any change to its address.

#### **ARTICLE 41**

#### **EXECUTION**

- 41.1 This Agreement may be executed in any number of counterparts and any Party may transmit by facsimile or email in portable document format to the other Party a copy of this Agreement executed by that Party, the receipt of which shall have the same force and effect as if the original thereof had in fact been delivered at the same time.
- 41.2 Any original, facsimile copy, portable document format or photocopy of this Agreement bearing one or more signatures on behalf of a Party shall be admissible against that Party in any legal proceeding as evidence of the execution and delivery of this Agreement by that Party and without the requirement to produce an executed original of the Agreement.
- 41.3 Each person signing the Agreement as an authorized representative of a Party hereby represents and warrants that he or she is duly authorized to sign the Agreement for that Party and that the Agreement, upon having been so executed, shall be binding on that Party in accordance with its terms.

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**EXECUTED AS AN AGREEMENT:**

**For and on behalf of THE GOVERNMENT OF NUNAVUT as represented by the Minister of Community and Government Services:**

\_\_\_\_\_  
Deputy Minister

\_\_\_\_\_  
Witness

Kyle Seeley  
Name of Deputy Minister

Don Galloway  
Name of Witness

**For and on behalf of [insert Contractor name]**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

**EXHIBIT 2**

**TERMS OF PAYMENT**

**1. GENERAL**

- 1.1 The GN shall compensate the Contractor for the Work in accordance with the provisions of the Agreement. Subject to any additional compensation pursuant to a Change Order, only those lump sum amounts, unit rates and prices specifically identified in this Exhibit 2 shall be paid by the GN to the Contractor for the Work and costs not specifically identified in this Exhibit 2 are deemed to be included in such lump sum amounts, unit rates and prices for the Work. The GN does not guarantee a minimum or a maximum amount of Work.
- 1.2 All lump sum amounts, unit rates and prices stated in this **Exhibit 2** shall be fully inclusive of all amounts, rates and prices, exclusive of value added tax, for the Contractor's performance of the Work and all of its obligations under this Agreement.
- 1.3 No payment in excess of the Contract Price will be made without a formal Change Order to the Agreement.
- 1.4 Invoices shall be issued by Contractor in accordance with **Article 13 – Compensation and Terms of Payment** and this **Exhibit 2 – Terms of Payment**.

**~~2. FIXED LUMP SUM~~**

- ~~2.1 The following provisions in this Section 2 apply only to Work completed on a lump sum basis:~~
- ~~2.2 Where applicable, all of the payment items for Work completed on a lump sum basis are stated in **Appendix A – Schedule of Price Breakdown** of this **Exhibit 2**. All such payment items are fixed prices and their aggregate total shall form the fixed lump sum price of this Agreement.~~
- ~~2.3 Lump sum items stated in **Appendix A – Schedule of Price Breakdown** shall include all elements necessary to achieve completion of the item, whether specifically identified, or whether inherent in the Work.~~
- ~~2.4 Pursuant to **Article 13 – Compensation and Terms of Payment**, payment for each item shall be on a lump sum basis and shall be made progressively as the Contractor has satisfied the requirements of each payment item.~~
- ~~2.5 If required by the Consultant, the Contractor shall submit to the Consultant, before making its first application for payment under this Agreement, an Approved schedule of values of the various parts of the Work and totalling the full amount of the fixed lump sum price. Such schedule of values shall be a more detailed breakdown of **Appendix A – Schedule of Price Breakdown**. Subject to the Agreement and other provisions in this **Exhibit 2**, the schedule of values shall be used as a guideline for applications by the Contractor for payment.~~
- ~~2.6 Measurement of any Work items paid on a lump sum basis shall be undertaken on a monthly basis (or as otherwise required by the Consultant) by the Contractor and the Consultant. Each lump sum price shall be based on Work sub-divided into Payment Milestones, each with its value as specifically identified in **Appendix A – Schedule of Price Breakdown** of this **Exhibit 2**. Progress achieved against each Payment Milestone and Approved by the Consultant shall form~~

the basis of interim measurement and payment of each lump sum price. Only Approved lump sum progress or Payment Milestone measurements shall form the basis of invoices of the Contractor.

### **3. UNIT PRICES**

- 3.1 The following provisions in this Section 3 apply only to Work completed on a unit price basis.
- 3.2 Where applicable, full compensation for unit price Work shall be determined in accordance with the unit prices set forth in **Appendix A – Schedule of Price Breakdown** of this **Exhibit 2**, or as otherwise agreed in writing between the GN and the Contractor (the “Unit Prices”).
- 3.3 Any quantities of units estimated are not guaranteed, and payment shall only be for actual quantities of Work performed and not any estimated quantities. There shall be no adjustment of the Unit Prices due to quantity variances (increases/decreases) from the estimated quantities.
- 3.4 Measurement of any Work items paid on a unit price basis shall be undertaken on a monthly basis (or as otherwise required by the Consultant) by the Contractor and the Consultant. Such measurement shall form the basis of all progress and final payments for such Work items. Only Approved unit price measurements shall form the basis of invoices of the Contractor.
- 3.5 Unless otherwise specifically stated, all Unit Prices shall be complete and inclusive of all costs required for the Work.

### **4. REIMBURSABLE WORK**

- 4.1 The following provisions in this **Section 4** apply only to Work completed on a reimbursable basis. The Contractor shall obtain the prior Approval of the Consultant before commencing any such Work. The GN will not be responsible for any amounts whatsoever in relation to such Work which has not been so Approved prior to its commencement.
- 4.2 Where applicable, full compensation to the Contractor for full and complete performance of any Work performed on a reimbursable basis shall be the sum of the following costs (which include mark-ups for all overheads and profit) exclusive of value added tax:
  - (a) The sum of the Contractor’s Labour Rates, as detailed in **Appendix C – Personnel Rate Schedule**, multiplied by Approved hours of Work, detailed on Approved timesheets;
  - (b) Sum of Contractor’s Equipment Rates, as detailed in **Appendix D – Equipment Rate Schedule**, multiplied by Approved hours of use, detailed on Approved timesheets; and
  - (c) Pre-accepted material expenses, travel and mileage expenses, and third party expenses.
- 4.3 The Contractor shall advise the Consultant in writing when it has expended seventy-five percent (75%) of the total estimated price for such reimbursable Work as shown in **Appendix A – Schedule of Price Breakdown**.

- 4.4 The labour and equipment rates stated in the Appendices of this **Exhibit 2** will not be adjusted for any reason whatsoever except as a result of the issuance of a Change Order by the GN.
- 4.5 The Contractor shall not be compensated for any Contractor's Personnel not identified in **Appendix C – Personnel Rate Schedule**.
- 4.6 When the Contractor is requested to purchase materials on a reimbursable basis:
- (a) All actual costs to the Contractor for materials supplied for incorporation into the Work (including those costs related to transportation to the Site) shall be at actual invoiced cost to the Contractor (exclusive of value added tax) as substantiated by invoices certified as paid or by such documentation as may be required by the Consultant or the GN, plus a mark-up of **[five percent (5%)]**; provided that each consumable, expendable and small tool which costs the Contractor less than \$2,000.00 Canadian each, and all consumables, expendables and small tools listed in **Appendix C – Personnel Rate Schedule**, shall not be reimbursed by the GN.
  - (b) The Contractor shall solicit a minimum of three bids for material purchases of \$25,000.00 Canadian and greater.
  - (c) The Contractor shall supply a copy of each supplier's invoice with its invoice.
  - (d) To be eligible for reimbursement, invoicing for third party supplied materials shall be fully supported by Invoicing Information and any other documentation that the Consultant may reasonably require.
  - (e) The GN reserves the right to provide, at no cost to the Contractor, materials, equipment, services, supplies or incidentals required to perform the Work.
- 4.7 When the Contractor is requested to supply equipment on a reimbursable basis:
- (a) All costs of the Contractor for Contractor-owned equipment shall be at the rates set forth in **Appendix D – Equipment Rate Schedule**.
  - (b) All costs of the Contractor, exclusive of value added tax, for equipment which is rented from third parties and does not resemble the equipment having rental rates listed in **Appendix D – Equipment Rate Schedule** must be Approved prior to rental and shall be at actual cost, exclusive of value added tax, to the Contractor, including transportation to the Site, as substantiated by invoices certified paid or by such documentation as may be required by the GN, plus a mark-up of **[five percent (5%)]**.
  - (c) To be eligible for reimbursement, invoicing for third party equipment shall be fully supported by Invoicing Information and any other documentation that the Consultant may reasonably require.
  - (d) For reimbursable equipment, the GN reserves the right to substitute and provide, at no cost to the Contractor, equipment to perform the Work. The Contractor shall not be allowed to claim for loss of profit and/or any of its own costs resulting from such substitution by the GN.



4.8 When the Contractor requires third party services to assist with Work being performed on a reimbursable basis:

- (a) The Contractor shall secure pre-Approval of any third party services, materials, tools, supplies and consumables that are required for the performance of the Work and are additional to that which is included in **Appendix A – Schedule of Price Breakdown**, unit prices and lump sum amounts, rates and prices outlined herein. The GN shall reimburse the Contractor for the actual, documented and necessary costs (exclusive of value added tax) of such materials, tools, supplies, consumables, equipment and/or services.
- (b) All third party services provided by others for performance of the Work which have been previously Approved shall be at actual cost to the Contractor, exclusive of value added tax, of such third party services plus a mark-up of **[five percent (5%)]**.
- (c) In no instance shall the third party rates plus mark-up exceed the Contractor's rates for similar services.
- (d) To be eligible for reimbursement, invoicing for third party services shall be fully supported by Invoicing Information and any other documentation that the Consultant may reasonably require.

4.9 When the Contractor requires labour for Work being performed on a reimbursable basis:

- (a) All costs of the Contractor for such labour shall be at the rates set forth in **Appendix C - Personnel Rate Schedule**, which rates include a mark-up for overhead and profit.
- (b) All costs of the Contractor, exclusive of value added tax, for labour that does not resemble that which is listed in **Appendix C - Personnel Rate Schedule** must be Approved prior to the engagement of such labour and shall be at actual cost, exclusive of value added tax, to the Contractor, as substantiated by Approved time sheets or by such documentation as may be required by the GN, plus a mark-up of **twelve percent (12%)**.
- (c) To be eligible for reimbursement, invoicing for such labour shall be fully supported by Billing Information and any other documentation that the Consultant may reasonably require.

4.10 In relation to the Contractor's unionized employees deployed at the Site under this Agreement, any and all costs, exclusive of GST, relating to Contractor provided:

- (a) air transportation,
- (b) travel allowance, and
- (c) Tourist Accommodations and board

will be compensated in accordance with the applicable labour agreement between the Contractor and its employees relating to the Site, as pass through expenses without any mark-up for administration, overhead and/or profit. The Contractor shall not be compensated for any other items, costs or expenses in relation to the Contractor's Personnel.

- 4.11 For all Work carried out on a reimbursable basis, the Contractor shall prepare time sheets for those Personnel identified in **Appendix C – Personnel Rate Schedule**, equipment, material and third party services assigned to the performance of the Work which will be provided daily to the Consultant for Approval. Copies of time sheets shall accompany all Contractor invoices.
- 4.12 For all Work carried out on a reimbursable basis and to be performed by third party suppliers or service providers, the Contractor shall solicit a minimum of three bids for material purchases of \$25,000.00 Canadian and greater. The Contractor shall select the qualified bidder with the lowest bid unless otherwise directed and/or Approved by the Consultant. The Contractor's procurement process shall be subject to Approval. At the Consultant's request, all received bids and bid evaluation information, including the Contractor's award recommendation, shall be made available to the Consultant prior to award.

## **5. CHANGES**

- 5.1 Compensation for a Change shall be determined in accordance with the Agreement. Rates and prices outlined in **Appendix A - Schedule of Price Breakdown**, **Appendix C - Personnel Rate Schedule** and **Appendix D - Equipment Rate Schedule** of this **Exhibit 2** will apply for both increases and decreases in the Work.
- 5.2 Where any Work relating to a Change is performed without agreement between the Consultant and the Contractor on a price for such Work:
- (a) the adjustment to the Contract Price shall be in accordance with the provisions of the Agreement; and
  - (b) for the purpose of **Article 15.11(b)(i) and (ii)** of the Agreement, the allowances referenced therein shall be:
    - (i) the percentage amount stated in **Section 4.6(a)** for purchased materials;
    - (ii) the percentage amount stated in **Section 4.4(b)** for supplied equipment;
    - (iii) the percentage amount stated in **Section 4.8(b)** for third party services;
    - (iv) the percentage amount stated in **Section 4.9(b)** for labour;

but only if, and to the extent that, purchased materials, supplied equipment, third party services and/or labour are required for such Change Work and Approved by the Consultant.

## **6. STANDBY TIME**

- 6.1 When the Work is delayed by the GN for a reason that is not related to the Contractor's performance of the Work, the following provisions will apply:
- (a) The GN will pay the Contractor for standby time of:

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- (i) equipment, other than rented equipment and operated rented equipment, at **fifty percent (50%)** of the applicable rate stated in **Appendix E - Equipment Rate Schedule**; and
- (ii) rented equipment and operated rented equipment at one hundred percent (100%) of the lessor's invoice price;

where it is necessary to retain the equipment in the Work area for extended periods as Approved by the GN.

- (b) For all standby time Approved by the GN, the Contractor shall prepare daily time sheets for all labour and equipment assigned to the performance of the Work, which will be reviewed, and if accepted, signed by the Consultant. Copies of time sheets shall accompany all Contractor invoices.
- (c) Payment for such standby will be limited to not more than eight hours in a twenty-four hour day or forty hours in a week.

6.2 Notwithstanding the above, no compensation will be allowed for equipment that is inoperable due to breakdown, unavailability or the like. No payment will be allowed for equipment that is not operating because the Work has been delayed or suspended by the Contractor for its own reasons.

## **7. MILESTONE PAYMENT SCHEDULE**

7.1 **Appendix B – Milestone Payment Schedule** of this **Exhibit 2** includes the Milestone payments to be paid by the GN to the Contractor. The GN will pay each Milestone payment due to the Contractor upon successful completion of the applicable Payment Milestone, in accordance with the Agreement.

## **8. CONTRACT PRICE**

8.1 The dollar amount of the Contract Price is the sum total of the amounts listed in **Appendix A – Schedule of Price Breakdown**, as that amount may be varied by Change Order

EXHIBIT 2 - APPENDIX A

SCHEDULE OF PRICE BREAKDOWN

1. ~~For Work completed pursuant to a fixed lump sum:~~

(a) ~~The Contract Price, which excludes GST, is:~~

(b) ~~\_\_\_\_\_ /100 dollars \$ \_\_\_\_\_~~

~~The value added taxes [five percent (5%)] payable by GN to the Contractor are:~~

~~\_\_\_\_\_ /100 dollars \$ \_\_\_\_\_~~

~~Total amount payable by the GN to the Contractor for the construction of the Work is:~~

~~\_\_\_\_\_ /100 dollars \$ \_\_\_\_\_~~

~~All Amounts are in Canadian funds.~~

2. For Work completed pursuant to unit price:

Schedule of Prices					
Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page					\$
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00

Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
				\$	\$0.00
				\$	\$0.00
<i>*Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).</i>				Page Sub-total	\$

**3. For Reimbursable Work:**

(a) The total estimated price for reimbursable Work, which excludes GST, is:

(b) \_\_\_\_\_/100 dollars \$ \_\_\_\_\_

The value added tax [**five percent (5%)**] payable by GN to the Contractor is:

\_\_\_\_\_/100 dollars \$ \_\_\_\_\_

The total estimated price for reimbursable Work is:

\_\_\_\_\_/100dollars \$ \_\_\_\_\_

All Amounts are in Canadian funds.

EXHIBIT 2 - APPENDIX B  
MILESTONE PAYMENT SCHEDULE

EXHIBIT 2 - APPENDIX C  
PERSONNEL RATE SCHEDULE

EXHIBIT 2 – APPENDIX D  
EQUIPMENT RATE SCHEDULE



## **EXHIBIT 6**

### **INUIT, LOCAL, AND NUNAVUT LABOUR AND CONTENT**

## **1. DEFINITIONS**

### **1.1 “Goods” includes:**

- (a) assets, equipment or materials whether in existence or not in existence at the time of the contract, and
- (b) intangible assets, such as intellectual property, leases and licenses.

### **1.2 “Inuit” (singular: “Inuk”) means persons enrolled under Article 35 of the Nunavut Agreement;**

### **1.3 “Inuit Content” means the dollar value of the Goods and Labour required by this Agreement and includes:**

- (a) Goods and Inuit Labour provided by the Contractor;
- (b) Goods provided by an Inuit Firm, provided that the goods are required for the completion for the Contract and are paid for by the Agreement; and
- (c) Inuit Labour provided by an Inuit Firm or a non-Inuit Firm.

### **1.4 “Inuit Firm” means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area and is either (i) a limited company with at least 51% of the company's voting shares beneficially owned by Inuit; (ii) a cooperative controlled by Inuit; or (iii) an Inuk sole proprietorship or partnership; and is able to present evidence of inclusion on the Nunavut Tunngavik Incorporated Inuit Firm Registry prior to the tender closing;**

### **1.5 “Labour” means work or services which are specific to the scope and nature of this Agreement performed by individuals in the performance of this Agreement:**

- (a) “Inuit Labour” means Labour provided in any capacity by an Inuk or Inuit where such labour is a specific task or tasks which is/are part of and specific to the scope and nature of work described in a contract for which an Inuk or Inuit were hired to perform;
- (b) “Local Labour” means Labour provided by an individual who is resident in the Subject Community; and
- (c) “Nunavut Labour” – Labour provided by an individual who is a Nunavut Resident.

### **1.6 “Nunavut Resident” means an individual who has spent the last twelve (12) months ordinarily residing in Nunavut, maintains a physical residence in Nunavut, and when requested can provide documentation supporting the residency. Proof of residency includes, without limitations, a valid Nunavut Healthcare Card and/or other accepted proof such as a Nunavut General Hunting License, a Nunavut Driver's License and a lease or rental receipt.**

### **1.7 “Principal” means a person who exercises management control over the affairs of a business or who has a substantial direct or indirect ownership interest in a business.**

**2. GENERAL REQUIREMENTS**

- 2.1 The NNI applies to this Agreement.
- 2.2 The requirements set out in this Exhibit constitute fundamental terms of this Agreement.
- 2.3 In performance of the Work, the Contractor shall maximize the value of Inuit Labour and Inuit, Local, and Nunavut Content, and shall meet or exceed the Minimum Inuit Labour requirement identified in this Exhibit.
- 2.4 The Contractor shall submit reports to the GN indicating the amount of Inuit Labour and Inuit Content used in the performance of this Agreement upon Final Completion or on request. No bonus payments shall be due or payable to the Contractor if the Contractor fails to supply these reports to the GN.

**3. INUIT LABOUR**

- 3.1 The required Minimum Level of Inuit Labour shall be **30%** (expressed as a percentage by dollar value) of the total Labour value expended on the contract.
- 3.2 The required Minimum 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 GN in writing to reduce the prescribed level.
- 3.3 The Contractor shall ensure that every worker identified as Local or Nunavut meets the definition of Nunavut Resident.
- 3.4 The Contractor shall ensure that every worker identified as Inuit is listed on the NTI Inuit Enrollment List.
- 3.5 If requested by the GN, the Contractor shall obtain a signed Employee Verification and 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 enrollment. A standard consent form is attached as an appendix to this Exhibit.
- 3.6 The GN shall award a Contractor a bonus in the event that the Contractor exceeds the mandatory minimum Inuit Labour level requirement of this Agreement. The bonus shall be calculated as 1% of the total Inuit Labour value of the Contract for each 1% of the amount by which the Inuit Labour level achieved exceeds the mandatory minimum Inuit Labour value requirement of this Agreement. The maximum bonus available shall not exceed 25% of the total Inuit Labour value or \$150,000.00, whichever is lower.
- 3.7 A bonus shall only be paid to a Contractor upon delivery of all supporting documentation requested by the GN establishing the Contractor's entitlement to a bonus, and upon verification of the information detailed in the documentation by the GN.

- 3.8 Where the GN amends the Minimum Level of Inuit Labour in accordance with clause 3.2, the Contractor shall not be eligible for a bonus unless the Contractor exceeds the original Minimum Level of Inuit Labour in the Agreement.
- 3.9 No bonus shall be paid:
- (a) if the Work is not completed by the time specified in this Agreement or in any amendments to this Agreement;
  - (b) if the cost specified in this Agreement is exceeded by the Contractor without prior authorization of the GN;
  - (c) if the Contractor is unable to provide accounting records and/or other supporting documentation as requested by the GN; or
  - (d) in the event that this Agreement is terminated in accordance with **Article 24.1 (l) (m), or (n)**.
- 3.10 In the event that the Contractor completes the Work early and under budget, the Contractor shall be entitled to a bonus provided that the Contractor achieved the Minimum Level of Inuit Labour.

#### **4. INUIT CONTENT**

- 4.1 The Contractor shall utilize the Inuit and Nunavut sub-contractors stated in its Appendix B-2, Substantiation of Bid Adjustments as submitted in Phase 2 of the Tender Close when performing the Work.
- 4.2 In the event that the Contractor is unable to purchase goods from the suppliers or utilize one or more subcontractors stated in its Appendix B-2, Substantiation of Bid Adjustments, the Contractor shall make every effort to procure the required goods and services from alternate Inuit Firms or Nunavut Businesses. If the Contractor is unable to find sufficient alternatives, it shall provide the GN with documentation supporting its efforts to fulfil its Inuit Content obligations.

#### **~~5. TRAINING~~**

- ~~5.1 The Contractor shall provide on the job training for Inuit workers during the performance of this Agreement.~~
- ~~5.2 The Contractor shall contact the Career Development Division of the Department of Family Services upon contract award to develop a specific training plan for this Agreement. The Contractor and the Department of Family Services will determine the tradespersons required for this Agreement and the appropriate number of hours required for training.~~
- ~~5.3 The training plan shall form a part of this Agreement.~~

## 6. MONITORING AND COMPLIANCE

- 6.1 At any reasonable time during the working day, employees or authorized representatives of the NNI Secretariat may attend at the Work site for the purposes of monitoring compliance with the NNI and with this Exhibit. The Contractor's Representative shall participate in any such site visits in accordance with **Article 5- Reporting and Meetings**.
- 6.2 Following each site visit, the NNI Secretariat shall provide the Contractor's Representative and the GN's Representative with a record of what was noted during the site visit. The Contractor's Representative and the GN's Representative shall either:
- (a) Sign the record, constituting agreement with the NNI Secretariat's observations; or
  - (b) In the event of disagreement with the observations, stating any outstanding points of disagreement in writing.
- 6.3 The Contractor shall submit Employment Reports in the form prescribed by the GN for all workers who have performed Labour during the performance of this Agreement, with substantiating documents such as employee verification forms, payroll documents, timesheets, and pay stubs.
- 6.4 Employment Reports and supporting documentation must be submitted with each Progress Claim, the Certificate of Substantial Completion, and the Certificate of Final Completion.
- 6.5 The Contractor shall submit Reports in the form prescribed by the GN to substantiate all Goods purchased for the purposes of performing the Work.
- 6.6 The GN shall issue a Notice in the form specified in **Article 40 – Notices** in the event that the Contractor fails to meet the terms and conditions of this Exhibit. If the Contractor fails to undertake reasonable corrective actions following the Notice, the GN shall issue a second notice and commence dispute resolution as set out in **Article 30- Dispute Resolution**.
- 6.7 If the Contractor fails to undertake reasonable corrective actions following the second notice and following any dispute resolution process, then the GN may terminate this Agreement.
- 6.8 Where unforeseen circumstances or situations beyond the Contractor's control prevent the Contractor from achieving the terms and conditions of this Exhibit, the GN may amend the terms and conditions of this Exhibit by Change Order to better reflect the circumstances.

## 7. ENFORCEMENT AND PENALTIES

- 7.1 In the event that the Contractor fails to meet the Minimum Level of Inuit Labour stated in this Exhibit, the GN may prohibit the Contractor from being awarded future contracts on a temporary or permanent basis in accordance with the following schedule:
- (a) on the first occurrence of failure to comply with the Minimum Level of Inuit Labour, any bid submitted on any Contracts to which the NNI applies will not be eligible for the NNI

adjustments for a period of twelve (12) months from date of notification of contract compliance failure;

- (b) on the second occurrence of failure to comply with the Minimum Level of Inuit Labour, any bid submitted on any Contracts to which the NNI applies will not be eligible for any NNI adjustments for a period of eighteen (18) months from the date of notification of contract compliance failure;
  - (c) on the third occurrence of failure to comply with the Minimum Level of Inuit Labour, any bids submitted on any Contracts to which the NNI applies will not be eligible for any NNI adjustments for a period of twenty-four (24) months from the date of notification of contract compliance failure; and
  - (d) on the fourth occurrence of failure to comply with the Minimum Level of Inuit Labour, any bid submitted on any Contracts to which the NNI applies will not be accepted and the contractor will be deemed not responsible until further notice.
- 7.2 In the event that the Contractor fails to meet the Inuit Content commitments as set out in this Exhibit and its Substantiation of Bid Adjustments, the GN may apply a financial penalty, which shall be calculated as 1% of the total value of the Agreement set out in **Article 13 – Compensation and Terms of Payment** for each 1% of the amount by which the Contractor failed to meet the Inuit Content commitments.
- 7.3 Where the Contractor was awarded the Agreement solely on the basis of NNI bid adjustments, and the Contractor fails to achieve the Inuit Content commitments as set out in this Exhibit and in its Substantiation of Bid Adjustments, the GN may apply a financial penalty, which shall be the difference between the Contractor's adjusted price and the next-lowest adjusted bid in the Tender process.
- 7.4 The enforcement and penalty measures in this Exhibit may be applied against the Principals of the Contractor in the event:
- (a) That the Contractor is used as an instrument of fraud or purposes akin to fraud; or
  - (b) Where a Court or tribunal rules that the Contractor was formed for the express purpose of doing a wrongful or unlawful act; or
  - (c) Where a Court or tribunal rules that when the Contractor was formed, the Principals expressly directed that a wrongful or unlawful act be done; or
  - (d) Where the Contractor has engaged in fraud, dishonesty, or avoidance of its legal obligations.
- 7.5 If the Contractor fails to meet the Minimum Level of Inuit Labour and Inuit Content identified in the Contractor's tender and in this Exhibit, the Contractor shall be in breach of this Agreement.
- 7.6 The GN may terminate this Agreement prior to completion if the Contractor has not demonstrated compliance with the requirement to attain the prescribed Minimum Level of Inuit Labour set out in this Exhibit.

- 7.7 The GN may deem the Contractor to be “not responsible” as defined in the Government *Contract Regulations* in the event that the Contractor fails to meet the prescribed Inuit Content requirements set out in this exhibit.

## 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.

# EXHIBIT 6 - APPENDIX A

## EMPLOYMENT REPORT

Project Name:	Project Location:
General Contractor:	Project No: Contract No:
Report Submitted by (General/Subcontractor):	Reporting Period From: To:

**This Employment Report is Submitted With: (CHECK ONE)**

Progress Claim No. _____ Date: _____	Substantial Certificate of Completion Date: _____	Final Certificate of Completion Date: _____
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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. Drywall/Painter	6. Carpenter Apprentice	(3) Local Nunavut Inuit					
7. Electrical Apprentice	8. Mechanical Apprentice	(4) Non-Local Nunavut Inuit					
9. Drywall/Painter Apprentice	10. Labourer	(5) Other (Non-Nunavut, Non-Nunavut Inuit) Non-Residents					
	11. Other (specify)	Total Payroll					
		Total Inuit Payroll					
		% Inuit Payroll					

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



## 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  
(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 Enrolment # 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 enrollment 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)

This information is collected in accordance with section 40 (c) (i) of the Access to Information and Protection of Privacy Act. If you have any questions about how the GN protects your personal information, please contact the Territorial ATIPP Office at (867) 975-6044 or [atipp@gov.nu.ca](mailto:atipp@gov.nu.ca).

## **LOCAL/NUNAVUT/INUIT EMPLOYMENT AND TRAINING**

For Contracts with an anticipated Labour component valued in excess of \$1,000,000.00 and with duration of twelve (12) months or longer, providing on-the-job training for Inuit workers is a contractual obligation. The successful Contractor must contact the Career Development Division of the Department of Family Services upon contract award to develop a specific training plan for this Contract. The Contractor and the Department of Family Services will determine the tradespersons required for this Contract and the appropriate number of hours required for training. The Training Plan will form part of the Contract. Funding to offset training costs may be available from the Government of Nunavut and from other sources. Contractors can obtain further information from the Career Development division of Family Services by Contacting [majorprojects\\_careerdev@gov.nu.ca](mailto:majorprojects_careerdev@gov.nu.ca).

### **Trades Suitable for Apprenticeships**

Pursuant to the Trades Designation Order, R-007-2016

- (a) Aircraft Maintenance Engineer;
- (b) Automotive Parts;
- (c) Automotive Service Technician;
- (d) Baker;
- (e) Cabinetmaker;
- (f) Carpenter;
- (g) Communication Electrician;
- (h) Cook;
- (i) Crane and Hoisting Equipment Operator – Boom Truck;
- (j) Crane and Hoisting Equipment Operator – Conventional Mobile Crane;
- (k) Crane and Hoisting Equipment Operator – Hydraulic Mobile Crane;
- (l) Crane and Hoisting Equipment Operator – Mobile Crane;
- (m) Crane and Hoisting Equipment Operator – Wellhead Boom Truck;
- (n) Electrical Rewind Mechanic;
- (o) Electrician (Construction);
- (p) Electric Appliance Repair;
- (q) Electronic Technician;
- (r) Floorcovering Mechanic;
- (s) Gasfitter;
- (t) Glazier;
- (u) Hairstylist;
- (v) Heavy Equipment Technician;
- (w) Heavy Equipment Technician – Heavy Duty Equipment Mechanic (Off Road);
- (x) Heavy Equipment Technician – Transport Trailer Mechanic;
- (y) Heavy Equipment Technician – Truck and Transport Mechanic;
- (z) Housing Maintainer;
- (aa) Industrial Instrument Mechanic;

(ab) Industrial Mechanic (Millwright);  
(ac) Insulator (Heat and Frost);  
(ad) Locksmith;  
(ae) Machinist;  
(af) Marine Engineer;  
(ag) Motor Vehicle Body Repair;  
(ah) Oil Heat System Technician;  
(ai) Operating Engineer;  
(aj) Painter and Decorator;  
(ak) Partsperson;  
(al) Partsperson – Materials Technician;  
(am) Partsperson – Parts Technician;  
(an) Plumber;  
(ao) Powerline Technician;  
(ap) Power Systems Electrician;  
(aq) Printing and Graphic Arts;  
(ar) Refrigeration and Air Conditioning Mechanic;  
Roofer;  
(at) Sheet Metal Worker;  
(au) Small Equipment Mechanic;  
(av) Sprinkler System Installer;  
(aw) Steamfitter/Pipefitter;  
(ax) Welder.