



NUNAVUT HOUSING CORPORATION

2015-2016

MODERNIZATION AND IMPROVEMENT PROGRAM

REPULSE BAY

Replace Counter Tops & Cabinets

Bathroom Renovations

Replace Windows

Replace Counter Tops & Cabinets

Replace Counter Tops & Cabinets

Sewage Tank Replacement

Removal of Old Wood Panels & Replace with Drywall

LABOUR ONLY

RB- MI - 2015-2016



NUNAVUT HOUSING CORPORATION
HONOURABLE GEORGE KUKSUK
MINISTER RESPONSIBLE FOR THE NUNAVUT HOUSING CORPORATION

REQUEST FOR TENDERS

2015 - 2016
MODERNIZATION & IMPROVEMENT PROGRAM

ARVIAT – TENDER NUMBER – AV 2015-2016 MI-4
BAKER LAKE – TENDER NUMBER – BL 2015-2016 MI-3
CHESTERFIELD INLET – TENDER NUMBER – CI 2015-2016 MI-1
CORAL HARBOUR – TENDER NUMBER – CH 2015-2016 MI-1
REPULSE BAY – TENDER NUMBER – RB 2015-2016 MI-7

Direct all requests for tender documents to:

<http://www.nunavuttenders.ca>

Direct all enquiries by e-mail only to:

Alex Ishalook – CDO Technical at aishalook@gov.nu.ca

Tenders will be received before **August 11th, 2015 15:00 hours** local time at:

Nunavut Housing Corporation
P.O Box 540
Arviat, NU,
X0C 0E0

Attention: Manager - Community Development, Technical

For purposes of this tender the provisions of the
Nunavummi Nangminiaqqtunik Ikajuuti (NNI) Policy will apply.
Lowest or any tender not necessarily accepted.

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2015-2016

July, 2015

MODERNIZATION AND IMPROVEMENT PROGRAM

1. INTRODUCTION

These Instructions and other parts of this tender vary from those in previous tenders and must be read and understood with all other components of this tender.

2. INTENT

The intent of this tender call is to solicit and receive bids for labour only for the repairs outlined in the Scopes of Work provided herein for the following Modernization and Improvement projects in **Repulse Bay, Nunavut**:

6516-325-001	Replace Counter Tops & Cabinets - 1 unit
6516-325-002	Bathroom Renovations - 1 unit
6516-325-003	Replace Windows - 3 units
6516-325-004	Replace Counter Tops & Cabinets - 1 unit
6516-325-005	Replace Counter Tops & Cabinets - 1 unit
6516-325-006	Sewage Tank Replacement - 1 unit
7116-325-001	Removal of Old Wood Panels & Replace with Drywall - 1 unit

Bidders may submit a tender on any or all of the projects listed above. Separate tender documents must be submitted for each project being bid.

3. START OF CONSTRUCTION

The work as outlined in each Scope of Work is required to commence within 30 days of execution of the contract.

4. REQUIRED TENDER SUBMISSIONS

The below listed documents must be submitted with all tenders:

Tender Form
Appendix B-1
Appendix B-2

5. SUBMISSION OF TENDERS AND CLOSING OF TENDERS

Tenders are to be submitted to the applicable Nunavut Housing Corporation (NHC) office noted in the advertisement and will close in accordance with the time noted in the advertisement.

6. TENDER ENVELOPES AND BIDDING

The "Tender Envelope Cover" listed in the Table of Contents is to be printed and securely fastened to all submitted tenders.

7. OBTAINING TENDER DOCUMENTS

Tender documents must be officially obtained from the Website as noted in the advertisement.

8. TOOLS AND EQUIPMENTS

Contractors are to provide all tools and equipment to complete the projects on schedule including power tools, air tools, hand tools, portable generators, temporary lighting, temporary heating, temporary power assemblies, scaffolding, and all other tools, incidentals and equipment deemed necessary by the contractor to complete the work.

9. WORKERS

Workers shall be experienced and skilled in the respective duties for which they are employed.

In addition, journeymen plumbers, electricians and certified oil burner mechanics are to be utilized where projects dictate.

10. TENANTS

Contractors are advised that for most projects tenants will not be able to vacate the property and the work will have to be carried out around them. The contractor shall maintain the site in a safe and tidy condition and free from the accumulation of waste products and debris. All waste material and debris is to be removed from the site at regular intervals.

The NHC or its agent will provide notice to tenants advising them of the start date, the nature of the work and a proposed completion date.

11. INSPECTIONS

The NHC or its agent may conduct inspections at various stages of the work as deemed necessary or as requested by the contractor. Contractors are to request a Final Inspection from the NHC upon completion of the work and prior to a request for final payment.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS**1. INSTRUCTIONS**

- .1 The NNI Policy applies to this Tender and any resulting Contract.
- .2 Tender documents must be officially obtained from the Website as noted in the advertisement.
- .3 Tenders are to be sealed and are to be submitted using the tender envelope covers provided.
- .3 Tender envelopes must show the Project Name, Closing Date, Name and Address of the Bidder on the Exterior of the Envelope.
- .4 Tenders must be submitted on the forms provided and are to include the Tender Form, Appendix B-1 and Appendix B-2.
- .5 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.

2. RECEIPT OF TENDERS

- .1 Tenders are to be submitted to the Nunavut Housing Corporation office noted in the advertisement and must be received at that address on or before the exact time and date fixed for their receipt as noted in the advertisement.
- .2 Any Tenders received after the closing time shall be rejected and returned unopened to the Bidder. If only one Tender is received and that Tender is received late, the Tender may be accepted at the sole discretion of the Owner.
- .3 Tenders shall be opened as soon as practicable after the tender closing time.
- .4 Tenders received by facsimile, except as permitted elsewhere in this tender, will not be accepted and if received shall be disqualified.

3. AMENDMENTS TO TENDERS

- .1 Amendments to a tender may be made using the Bid Amendment Form provided that the amendment:
 - (.i) Is received on or before the exact time and date fixed, for the receipt of the Tender and;
 - (.ii) Contains the tender reference, closing date, name and address of the contractor and a signature.

- .2 Amendments to tenders may be submitted in person or by facsimile provided that the conditions included in Clause 3.1 are met.
- (.i) Amendments to tenders are transmitted via the Owner's facsimile number(s) noted in the Advertisement. Where tenders close in more than one office the amendment must be sent to the office of submittal of the tender.
- (.ii) The Owner shall not be held liable for any claim, demand or other action should a facsimile transmission be interrupted, not received in its entirety, received after the stated closing time and date, received by another facsimile unit other than stated herein, or for any other reason over which the Owner does not have control.
- (.iii) The amendment should indicate only the applicable changes and in such a manner that the total bid is not revealed.
- .3 Verbal or electronic mail instructions will not be considered as a valid instruction or amendment for tender purposes, nor shall they be considered as having any bearing upon the Tender submission.

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

1. The NNI Policy dated April 20, 2006 applies to this tender and any resulting contract. A copy of this policy is available at the following website: <http://www.nni.gov.nu.ca>. This policy can be downloaded in English, Inuktitut, Inuinnaqtun and French.
2. Consistent with the NNI Policy, one of the priorities of the Owner is to ensure that materials, equipment, labour and other goods and services of Local, Nunavut and Inuit businesses are used to the fullest extent practical on this Project. Accordingly, Tenderers are required to invite Inuit, Nunavut and Local companies to bid on subcontracts for the purposes of this Work.
3. Appendix "B-1" must be completed and submitted with the Tender.
4. Appendix "B-2" must be completed and submitted with the Tender. An Appendix "B-2" that is received late or not received at all will result in denial of any NNI Bid Adjustments the Tenderer would otherwise be entitled to had Appendix "B-2" been received on time.
5. The Tenderer shall show intention to not only meet the Minimum Inuit Labour Requirement prescribed in **Appendix K** of these Tender Documents, but shall also maximize Inuit, Nunavut and Local Content by using as many Inuit, Nunavut and Local subcontractors and suppliers as possible.
6. If the dollar value of Total Inuit Labor identified by the Tenderer on Appendix "B-2" is less than the Minimum Inuit Labor Requirement set out in **Appendix K**, the NHC may accept the Tender, so long as the qualification is removed and the Tenderer is found to be the lowest responsive and responsible Tenderer after application of the Bid Adjustments. The Tenderer will be required to increase the Inuit 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.

7. A Tenderer, 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.
8. Failure by a Contractor to expend the proposed dollar values identified on Appendix "B-2" as Inuit, Nunavut and Local Content, including estimates for Inuit, Nunavut and Local Labour, for which the Owner applied NNI Policy Bid Adjustments, will result in application of 'incentive recovery' damages in accordance with GC55 of the Contract at the sole discretion of the Owner and as further described in **Appendix K** of these Tender Documents.
9. For purposes of this Tender, 'Local' shall be considered to be the community in which the Work is undertaken unless noted otherwise in these Tender Documents.
10. Joint Ventures: If a Tender is submitted by more than one party identified as a joint venture, (but not a partnership), for the purposes of the application of the NNI adjustments, each party to the joint venture will be treated as a separate contractor, and the value of their respective Nunavut, Inuit, and Local Content will be treated in the same manner as for separate contractors.

7. ADDENDA

- .1 Addenda issued prior to the tender closing time shall be incorporated into the tender and shall become part of this tender. Receipt of addenda shall be acknowledged on the Tender Form by the Bidder. Failure to acknowledge Addenda may result in the disqualification of the Tender at the sole discretion of the Owner.

8. TENDERING DOCUMENTS - Appendix "A"

- .1 Tenders shall be based on the documents listed in Appendix "A" "List of Tender Documents".

9. BID SECURITY AND INSURANCE REQUIREMENTS

- .1 When Tendering
 - (a) For a Tender Less than \$250,000 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 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
 - (ii) a bid security deposit payable to the Owner in an amount

of at least 5% of the Tender Price. The deposit must be a certified cheque, Bank Draft, a bank Irrevocable Letter of Guarantee, or such other bid security as the Owner considers acceptable.

- (c) Bid security may be forfeited, at the discretion of the Owner, if the Bidder refuses to enter into a contract when called upon to do so.
 - (d) The Bidder understands that if the bid security furnished is not in the approved form, as described herein, the tender is subject to disqualification at the sole discretion of the Owner
- .2 Upon Award of Contract
- (a) Upon notification of acceptance of a Tender, the successful Bidder shall furnish within 14 days of the date of the notification of acceptance:
 - (i) The Security specified in GC56 to GC57 of the attached form of contract.
 - (ii) The Insurance specified in Clause GC58 to GC62 inclusive of the attached form of contract.
- .3 Upon Receipt of Contract Security and Insurance

Upon receipt of the Security and Insurance furnished in accordance with 10.2 above the Owner will prepare the Contract in triplicate for due execution by the Owner and the successful Tenderer who will be thereafter referred to as the Contractor.

10. SIGNATURES

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

11. GOODS AND SERVICES TAX

- .1 The Bidder shall exclude the Goods and Services Tax (GST) from bid price(s) shown on bid forms and appendices.
- .2 The Government of Nunavut will pay the GST over and above the Tender Price accepted.
- .3 The contractor will include the GST on all Requests for Payment.

12. WORKERS' COMPENSATION ACT/COMPANIES ACT AND GENERAL COMPLIANCE WITH LAWS

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

13. REQUIREMENT FOR USING HOTELS OR BED AND BREAKFAST FACILITIES

- .1 On contracts where a contractor (successful bidder) and its employees are not residents of the community of the work and where a Commercial Room and Board Facility (as defined below) exists within the community, the successful Bidder will be required to use a Commercial Room and Board Facility to house and feed all its directly employed workers and workers employed by any subcontractor or agent or any other business working on the Project.
- .2 The following definitions apply to this contract:
 - a. "Commercial Room and Board Facility" means a Hotel or a Bed and Breakfast (Tourist Home) that holds a Tourist Establishment Licence issued by the GN under the Travel and Tourism Act.
 - b. "Community" means the community in which the work is located as defined in the contract and includes the entire area within a 20-kilometre radius of the community.
- .3 The Commercial Room and Board Facility must:
 - a. Meet the applicable requirements under the Public Health Act, and of the Eating or Drinking Place Regulations
 - b. Meet all applicable requirements of the Public Health Act the Fire Prevention Act and applicable regulations thereunder, and any

other applicable Government of Nunavut or federal legislation.

14. ACCEPTANCE

- .1 Tenders containing qualifications other than in the manner prescribed may be disqualified at the sole discretion of the Owner.
- .2 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.
- .3 The Owner reserves the right to negotiate the tendered price solely with the low bidder (after adjustments in accordance with the Nunavummi Nangminiqaqtunik Ikajuuti (NNI) Policy), in order to achieve a reduced scope of work and price saving of up to 15%. The Owner further reserves the right to re-invite tenders from the low bidders without going to public tender in order to achieve a reduced scope of work greater than 15%, so long as the fundamental nature of the contract has not changed.

END OF INSTRUCTIONS TO BIDDERS

NUNAVUT HOUSING CORPORATION

BID AMENDMENT FORM - SUMMARY SHEET

DATE	
TO	
COMMUNITY	
ATTENTION	
FROM (Company Name)	
ADDRESS	
SENDER	
SIGNATURE	

CLOSING DATE:	PROJECT:	COMMUNITY:
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PLEASE AMEND OUR BID AS FOLLOWS		
INCREASE OUR BID BY	\$	/100
DECREASE OUR BID BY	\$	/100

* THE AMOUNT OF THE INCREASE/DECREASE MUST BE REFLECTED ON PAGES 2, 3 AND 4 OF THE BID AMENDMENT FORM - ATTACHED

NUNAVUT HOUSING CORPORATION
BID AMENDMENT FORM - SHOW INCREASES/DECREASES ONLY

CONTRACTOR:	COMMUNITY:	PROJECT:
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TABLE BELOW FOR GENERAL CONTRACTOR ONLY

GENERAL CONTRACTOR'S NAME:									
PAYROLL		LOCAL NUNAVUT RESIDENTS	NUNAVUT RES. (EXCL. LOCAL)	LOCAL INUIT BENEFICIARIES	INUIT BEN. (EXCLU. LOCAL)	TOTAL \$ INUIT PAYROLL	% INUIT OF TOTAL PAYROLL	OTHER PAYROLL	TOTAL PAYROLL
		\$	\$	\$	\$	\$	%	\$	\$
NON-PAYROLL ITEMS	SUPPLIER'S NAME	GN REGISTERED NON-INUIT FIRMS		GN & NTI REGISTERED INUIT FIRMS		NTI (BUT NOT GN) REGISTERED INUIT FIRMS		OTHER	SUB-TOTALS
		LOCAL	NUNAVUT	LOCAL	NUNAVUT	LOCAL	NUNAVUT		
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
EQUIPMENT (EG: BEACH HANDLING)		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY AIR		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY WATER		\$	\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$	\$
OTHER		\$	\$	\$	\$	\$	\$	\$	\$
SUB-TOTALS		\$	\$	\$	\$	\$	\$	\$	\$

TABLE BELOW FOR PILING CONTRACTOR ONLY

PILING CONTRACTOR'S NAME:									
PAYROLL		LOCAL NUNAVUT RESIDENTS	NUNAVUT RES. (EXCL. LOCAL)	LOCAL INUIT BENEFICIARIES	INUIT BEN. (EXCL. LOCAL)	TOTAL \$ INUIT PAYROLL	% INUIT OF TOTAL PAYROLL	OTHER PAYROLL	TOTAL PAYROLL
		\$	\$	\$	\$	\$	%	\$	\$
NON-PAYROLL ITEMS	SUPPLIER'S NAME	GN REGISTERED NON-INUIT FIRMS		GN & NTI REGISTERED INUIT FIRMS		NTI (BUT NOT GN) REGISTERED INUIT FIRMS		OTHER	SUB-TOTALS
		LOCAL	NUNAVUT	LOCAL	NUNAVUT	LOCAL	NUNAVUT		
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
EQUIPMENT (EG: BEACH HANDLING)		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY AIR		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY WATER		\$	\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$	\$
OTHER		\$	\$	\$	\$	\$	\$	\$	\$
SUB-TOTALS		\$	\$	\$	\$	\$	\$	\$	\$

CONTRACTOR'S SIGNATURE

DATE

NUNAVUT HOUSING CORPORATION

BID AMENDMENT FORM - SHOW INCREASES/DECREASES ONLY

CONTRACTOR:	COMMUNITY:	PROJECT:
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TABLE BELOW FOR MECHANICAL SUBCONTRACTOR ONLY

MECHANICAL CONTRACTOR'S NAME:

PAYROLL		LOCAL NUNAVUT RESIDENTS	NUNAVUT RES. (EXCL. LOCAL)	LOCAL INUIT BENEFICIARIES	INUIT BEN. (EXCL. LOCAL)	TOTAL \$ INUIT PAYROLL	% INUIT OF TOTAL PAYROLL	OTHER PAYROLL	TOTAL PAYROLL
		\$	\$	\$	\$	\$	%	\$	\$
NON-PAYROLL ITEMS	SUPPLIER'S NAME	GN REGISTERED NON-INUIT FIRMS		GN & NTI REGISTERED INUIT FIRMS		NTI (BUT NOT GN) REGISTERED INUIT FIRMS		OTHER	SUB-TOTALS
		LOCAL	NUNAVUT	LOCAL	NUNAVUT	LOCAL	NUNAVUT		
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
EQUIPMENT (EG: BEACH HANDLING)		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY AIR		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY WATER		\$	\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$	\$
OTHER		\$	\$	\$	\$	\$	\$	\$	\$
SUB-TOTALS		\$	\$	\$	\$	\$	\$	\$	\$

TABLE BELOW FOR ELECTRICAL CONTRACTOR ONLY

ELECTRICAL CONTRACTOR'S NAME:

PAYROLL		LOCAL NUNAVUT RESIDENTS	NUNAVUT RES. (EXCL. LOCAL)	LOCAL INUIT BENEFICIARIES	INUIT BEN. (EXCL. LOCAL)	TOTAL \$ INUIT PAYROLL	% INUIT OF TOTAL PAYROLL	OTHER PAYROLL	TOTAL PAYROLL
		\$	\$	\$	\$	\$	%	\$	\$
NON-PAYROLL ITEMS	SUPPLIER'S NAME	GN REGISTERED NON-INUIT FIRMS		GN & NTI REGISTERED INUIT FIRMS		NTI (BUT NOT GN) REGISTERED INUIT FIRMS		OTHER	SUB-TOTALS
		LOCAL	NUNAVUT	LOCAL	NUNAVUT	LOCAL	NUNAVUT		
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
EQUIPMENT (EG: BEACH HANDLING)		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY AIR		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY WATER		\$	\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$	\$
OTHER		\$	\$	\$	\$	\$	\$	\$	\$
SUB-TOTALS		\$	\$	\$	\$	\$	\$	\$	\$

CONTRACTOR'S SIGNATURE

DATE

NUNAVUT HOUSING CORPORATION
BID AMENDMENT FORM - SHOW INCREASES/DECREASES ONLY

CONTRACTOR:	COMMUNITY:	PROJECT:
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TABLE BELOW FOR ADDITIONAL SUBCONTRACTOR ONLY

OTHER CONTRACTOR'S NAME:									
PAYROLL		LOCAL NUNAVUT RESIDENTS	NUNAVUT RES. (EXCL. LOCAL)	LOCAL INUIT BENEFICIARIES	INUIT BEN. (EXCL. LOCAL)	TOTAL \$ INUIT PAYROLL	% INUIT OF TOTAL PAYROLL	OTHER PAYROLL	TOTAL PAYROLL
		\$	\$	\$	\$	\$	%	\$	\$
NON-PAYROLL ITEMS	SUPPLIER'S NAME	GN REGISTERED NON-INUIT FIRMS		GN & NTI REGISTERED INUIT FIRMS		NTI (BUT NOT GN) REGISTERED INUIT FIRMS		OTHER	SUB-TOTALS
		LOCAL	NUNAVUT	LOCAL	NUNAVUT	LOCAL	NUNAVUT		
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
EQUIPMENT (EG: BEACH HANDLING)		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY AIR		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY WATER		\$	\$	\$	\$	\$	\$	\$	\$
OTHER		\$	\$	\$	\$	\$	\$	\$	\$
SUB-TOTALS		\$	\$	\$	\$	\$	\$	\$	\$

THIS TABLE FOR CONSOLIDATION ONLY

PAYROLL		LOCAL NUNAVUT RESIDENTS	NUNAVUT RES. (EXCL. LOCAL)	LOCAL INUIT BENEFICIARIES	INUIT BEN. (EXCL. LOCAL)	TOTAL \$ INUIT PAYROLL	% INUIT OF TOTAL PAYROLL	OTHER PAYROLL	TOTAL PAYROLL
		\$	\$	\$	\$	\$	%	\$	\$
NON-PAYROLL ITEMS		GN REGISTERED NON-INUIT FIRMS		GN & NTI REGISTERED INUIT FIRMS		NTI (BUT NOT GN) REGISTERED INUIT FIRMS		OTHER	SUB-TOTALS
		LOCAL	NUNAVUT	LOCAL	NUNAVUT	LOCAL	NUNAVUT		
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
MATERIALS		\$	\$	\$	\$	\$	\$	\$	\$
EQUIPMENT (EG: BEACH HANDLING)		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY AIR		\$	\$	\$	\$	\$	\$	\$	\$
TRANSPORTATION BY WATER		\$	\$	\$	\$	\$	\$	\$	\$
OTHER		\$	\$	\$	\$	\$	\$	\$	\$
SUB-TOTALS		\$	\$	\$	\$	\$	\$	\$	\$

BELOW FOR GOVERNMENT OF NUNAVUT CALCULATIONS

AMOUNT QUALIFIED FOR NNI ADJUSTMENT:	\$	\$	\$	\$	\$	\$	\$
ADJUSTMENT %	17%	14%	20%	17%	3%	3%	0%
NNI ADJUSTED	\$	\$	\$	\$	\$	\$	\$

CONTRACTOR'S SIGNATURE _____

DATE _____

1. PROJECT INFORMATIONProject Community: Repulse BayTender Reference: 2015-2016 Modernization and Improvement ProgramProject Number: 6516-325-001 Replace Counter Tops & Cabinets 1 unit

Project Owner: The Nunavut Housing Corporation,

2. OFFER

(Information to be completed by Tenderer)

Company Name

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

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

3. GENERAL AGREEMENT

(Information to be completed by Tenderer)

The Tenderer agrees:

- .1 To substantially perform the Work in compliance with the tender documents by Month _____ Day ____ Year 20__.
- .2 That he has carefully examined the Work described herein; 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 of the materials required; has investigated labor conditions and has arranged for the continuous performance of the Work described in the Tender;
- .3 That the list of Tender Documents included in Appendix "A" shall be and is the complete tender and this offer is made subject to all provisions contained therein;
- .4 That this tender 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 LUMP SUM
(Information to be completed by Tenderer)

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

_____ DOLLARS

(\$_____)

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

5. DECLARATIONS
(Information to be completed by Tenderer)

The Tenderer hereby declares that:

- .1 No person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which the Tender is made, except as revealed by the tender or as may be required by the terms of this Contract for which the Tender is made;
- .2 This Tender is irrevocable for a period of thirty (30) calendar days from the date of Tender Closing.

6. SIGNATURES

(Information to be completed by Tenderer)

Signed, sealed and submitted for and on behalf of:

Company

(Full Legal Business Name)

(Street Address)

(Mailing Address)

(Community, Territory/Province and Postal Code)

Signature (Company Representative)

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

Witness

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

1. PROJECT INFORMATIONProject Community: Repulse BayTender Reference: 2015-2016 Modernization and Improvement ProgramProject Number: 6516-325-002 Bathroom Renovations 1 Unit

Project Owner: The Nunavut Housing Corporation,

2. OFFER

(Information to be completed by Tenderer)

Company Name

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

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

3. GENERAL AGREEMENT

(Information to be completed by Tenderer)

The Tenderer agrees:

- .1 To substantially perform the Work in compliance with the tender documents by Month _____ Day ____ Year 20__.
- .2 That he has carefully examined the Work described herein; 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 of the materials required; has investigated labor conditions and has arranged for the continuous performance of the Work described in the Tender;
- .3 That the list of Tender Documents included in Appendix "A" shall be and is the complete tender and this offer is made subject to all provisions contained therein;
- .4 That this tender 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 LUMP SUM

(Information to be completed by Tenderer)

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

_____ DOLLARS

(\$_____)

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

5. DECLARATIONS

(Information to be completed by Tenderer)

The Tenderer hereby declares that:

- .1 No person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which the Tender is made, except as revealed by the tender or as may be required by the terms of this Contract for which the Tender is made;
- .2 This Tender is irrevocable for a period of thirty (30) calendar days from the date of Tender Closing.

6. SIGNATURES

(Information to be completed by Tenderer)

Signed, sealed and submitted for and on behalf of:

Company

(Full Legal Business Name)

(Street Address)

(Mailing Address)

(Community, Territory/Province and Postal Code)

Signature (Company Representative)

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

Witness

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

1. PROJECT INFORMATIONProject Community: Repulse BayTender Reference: 2015-2016 Modernization and Improvement ProgramProject Number: 6516-325-003 Replace Windows 3 Units

Project Owner: The Nunavut Housing Corporation,

2. OFFER

(Information to be completed by Tenderer)

Company Name

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

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

3. GENERAL AGREEMENT

(Information to be completed by Tenderer)

The Tenderer agrees:

- .1 To substantially perform the Work in compliance with the tender documents by Month _____ Day ____ Year 20__.
- .2 That he has carefully examined the Work described herein; 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 of the materials required; has investigated labor conditions and has arranged for the continuous performance of the Work described in the Tender;
- .3 That the list of Tender Documents included in Appendix "A" shall be and is the complete tender and this offer is made subject to all provisions contained therein;
- .4 That this tender 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 LUMP SUM

(Information to be completed by Tenderer)

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_____ DOLLARS

(\$_____)

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(Information to be completed by Tenderer)

Signed, sealed and submitted for and on behalf of:

Company

(Full Legal Business Name)

(Street Address)

(Mailing Address)

(Community, Territory/Province and Postal Code)

Signature (Company Representative)

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

Witness

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

1. PROJECT INFORMATIONProject Community: Repulse BayTender Reference: 2015-2016 Modernization and Improvement ProgramProject Number: 6516-325-004 Replace Counter Tops & Cabinets 1 Unit

Project Owner: The Nunavut Housing Corporation,

2. OFFER

(Information to be completed by Tenderer)

Company Name

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

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

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(Information to be completed by Tenderer)

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- .1 To substantially perform the Work in compliance with the tender documents by Month _____ Day ____ Year 20__.
- .2 That he has carefully examined the Work described herein; 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 of the materials required; has investigated labor conditions and has arranged for the continuous performance of the Work described in the Tender;
- .3 That the list of Tender Documents included in Appendix "A" shall be and is the complete tender and this offer is made subject to all provisions contained therein;
- .4 That this tender 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 LUMP SUM
(Information to be completed by Tenderer)

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

_____ DOLLARS

(\$_____)

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Company

(Full Legal Business Name)

(Street Address)

(Mailing Address)

(Community, Territory/Province and Postal Code)

Signature (Company Representative)

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

Witness

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

1. PROJECT INFORMATIONProject Community: Repulse BayTender Reference: 2015-2016 Modernization and Improvement ProgramProject Number: 6516-325-005 Replace Counter Tops & Cabinets 1 Unit

Project Owner: The Nunavut Housing Corporation,

2. OFFER

(Information to be completed by Tenderer)

Company Name

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

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

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The Tenderer agrees:

- .1 To substantially perform the Work in compliance with the tender documents by Month _____ Day ____ Year 20__.
- .2 That he has carefully examined the Work described herein; 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 of the materials required; has investigated labor conditions and has arranged for the continuous performance of the Work described in the Tender;
- .3 That the list of Tender Documents included in Appendix "A" shall be and is the complete tender and this offer is made subject to all provisions contained therein;
- .4 That this tender 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 LUMP SUM
(Information to be completed by Tenderer)

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(\$_____)

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Company

(Full Legal Business Name)

(Street Address)

(Mailing Address)

(Community, Territory/Province and Postal Code)

Signature (Company Representative)

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

Witness

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

1. PROJECT INFORMATIONProject Community: Repulse BayTender Reference: 2015-2016 Modernization and Improvement ProgramProject Number: 6516-325-006 Sewage Tank Replacement 1 unit

Project Owner: The Nunavut Housing Corporation,

2. OFFER

(Information to be completed by Tenderer)

Company Name

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

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- .2 That he has carefully examined the Work described herein; 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 of the materials required; has investigated labor conditions and has arranged for the continuous performance of the Work described in the Tender;
- .3 That the list of Tender Documents included in Appendix "A" shall be and is the complete tender and this offer is made subject to all provisions contained therein;
- .4 That this tender 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 LUMP SUM

(Information to be completed by Tenderer)

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

_____ DOLLARS

(\$_____)

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6. SIGNATURES

(Information to be completed by Tenderer)

Signed, sealed and submitted for and on behalf of:

Company

(Full Legal Business Name)

(Street Address)

(Mailing Address)

(Community, Territory/Province and Postal Code)

Signature (Company Representative)

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

Witness

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

1. PROJECT INFORMATIONProject Community: Repulse BayTender Reference: 2015-2016 Modernization and Improvement ProgramProject Number: 7116-325-001 Removal of Old Wood Panels & Replace with Drywall 1 unit

Project Owner: The Nunavut Housing Corporation,

2. OFFER

(Information to be completed by Tenderer)

Company Name

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

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

3. GENERAL AGREEMENT

(Information to be completed by Tenderer)

The Tenderer agrees:

- .1 To substantially perform the Work in compliance with the tender documents by Month _____ Day ____ Year 20__.
- .2 That he has carefully examined the Work described herein; 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 of the materials required; has investigated labor conditions and has arranged for the continuous performance of the Work described in the Tender;
- .3 That the list of Tender Documents included in Appendix "A" shall be and is the complete tender and this offer is made subject to all provisions contained therein;
- .4 That this tender 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 LUMP SUM
(Information to be completed by Tenderer)

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

_____ DOLLARS

(\$_____)

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

5. DECLARATIONS
(Information to be completed by Tenderer)

The Tenderer hereby declares that:

- .1 No person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which the Tender is made, except as revealed by the tender or as may be required by the terms of this Contract for which the Tender is made;
- .2 This Tender is irrevocable for a period of thirty (30) calendar days from the date of Tender Closing.

6. SIGNATURES

(Information to be completed by Tenderer)

Signed, sealed and submitted for and on behalf of:

Company

(Full Legal Business Name)

(Street Address)

(Mailing Address)

(Community, Territory/Province and Postal Code)

Signature (Company Representative)

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015

Witness

Name & Title (print)

Dated at _____ this ____ day of
_____, 2015



**NUNAVUT HOUSING CORPORATION
P. O. BOX 540
ARVIAT, NUNAVUT X0C 0E0
ATTENTION:
MANAGER, COMMUNITY DEVELOPMENT - TECHNICAL**

TENDER DO NOT OPEN

COMMUNITY:	REPULSE BAY
PROJECT TITLE:	2015/2016 M&I PROGRAM
PROJECT NUMBER:	6516-325-001 Replace Counter Tops & Cabinets
TENDER REFERENCE No.:	RB - MI - 2015-2016
CLOSING DATE:	August 11, 2015
SUBMITTED BY:	
FIRM'S ADDRESS:	

TENDER RECEIVED	
DATE:	_____
TIME:	_____
RECEIVED BY:	_____



**NUNAVUT HOUSING CORPORATION
P. O. BOX 540
ARVIAT, NUNAVUT X0C 0E0
ATTENTION:
MANAGER, COMMUNITY DEVELOPMENT - TECHNICAL**

TENDER DO NOT OPEN

COMMUNITY:	REPULSE BAY
PROJECT TITLE:	2015/2016 M&I PROGRAM
PROJECT NUMBER:	6516-325-002 Bathroom Renovations
TENDER REFERENCE No.:	RB - MI - 2015-2016
CLOSING DATE:	August 11, 2015
SUBMITTED BY:	
FIRM'S ADDRESS:	

TENDER RECEIVED	
DATE:	_____
TIME:	_____
RECEIVED BY:	_____



**NUNAVUT HOUSING CORPORATION
P. O. BOX 540
ARVIAT, NUNAVUT X0C 0E0
ATTENTION:
MANAGER, COMMUNITY DEVELOPMENT - TECHNICAL**

TENDER DO NOT OPEN

COMMUNITY:	REPULSE BAY
PROJECT TITLE:	2015/2016 M&I PROGRAM
PROJECT NUMBER:	6516-325-003 Replace Windows 1Unit
TENDER REFERENCE No.:	RB - MI - 2015-2016
CLOSING DATE:	August 11, 2015
SUBMITTED BY:	
FIRM'S ADDRESS:	

TENDER RECEIVED	
DATE:	_____
TIME:	_____
RECEIVED BY:	_____



**NUNAVUT HOUSING CORPORATION
P. O. BOX 540
ARVIAT, NUNAVUT X0C 0E0
ATTENTION:
MANAGER, COMMUNITY DEVELOPMENT - TECHNICAL**

TENDER DO NOT OPEN

COMMUNITY:	REPULSE BAY
PROJECT TITLE:	2015/2016 M&I PROGRAM
PROJECT NUMBER:	6516-325-004 Replace Counter Tops & Cabinets
TENDER REFERENCE No.:	RB - MI - 2015-2016
CLOSING DATE:	August 11, 2015
SUBMITTED BY:	
FIRM'S ADDRESS:	

TENDER RECEIVED	
DATE:	_____
TIME:	_____
RECEIVED BY:	_____



**NUNAVUT HOUSING CORPORATION
P. O. BOX 540
ARVIAT, NUNAVUT X0C 0E0
ATTENTION:
MANAGER, COMMUNITY DEVELOPMENT - TECHNICAL**

TENDER DO NOT OPEN

COMMUNITY:	REPULSE BAY
PROJECT TITLE:	2015/2016 M&I PROGRAM
PROJECT NUMBER:	6516-325-005 Replace Counter Tops & Cabinets
TENDER REFERENCE No.:	RB - MI - 2015-2016
CLOSING DATE:	August 11, 2015
SUBMITTED BY:	
FIRM'S ADDRESS:	

TENDER RECEIVED	
DATE:	_____
TIME:	_____
RECEIVED BY:	_____



**NUNAVUT HOUSING CORPORATION
P. O. BOX 540
ARVIAT, NUNAVUT X0C 0E0
ATTENTION:
MANAGER, COMMUNITY DEVELOPMENT - TECHNICAL**

TENDER DO NOT OPEN

COMMUNITY:	REPULSE BAY
PROJECT TITLE:	2015/2016 M&I PROGRAM
PROJECT NUMBER:	6516-325-006 Sewage Tank Replacement
TENDER REFERENCE No.:	RB - MI - 2015-2016
CLOSING DATE:	August 11, 2015
SUBMITTED BY:	
FIRM'S ADDRESS:	

TENDER RECEIVED	
DATE:	_____
TIME:	_____
RECEIVED BY:	_____



**NUNAVUT HOUSING CORPORATION
P. O. BOX 540
ARVIAT, NUNAVUT X0C 0E0
ATTENTION:
MANAGER, COMMUNITY DEVELOPMENT - TECHNICAL**

TENDER DO NOT OPEN

COMMUNITY:	REPULSE BAY
PROJECT TITLE:	2015/2016 M&I PROGRAM
PROJECT NUMBER:	7116-325-001 Removal of Old Wood Panels & Replace with Drywall
TENDER REFERENCE No.:	RB - MI - 2015-2016
CLOSING DATE:	August 11, 2015
SUBMITTED BY:	
FIRM'S ADDRESS:	

TENDER RECEIVED	
DATE:	_____
TIME:	_____
RECEIVED BY:	_____

APPENDIX A - LIST OF TENDER DOCUMENTS

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

1. Cover
2. Advertisement
3. Table of Contents
4. Supplementary Instructions to Bidders
5. Instructions to Bidders
6. Bid Amendment Form Summary Sheet
7. Bid Amendment Form Breakdown
8. Tender Form(s) x 21 (8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7)
9. Tender Envelope Cover(s) x 7 (9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7)
10. Appendix A List of Tender Documents
11. Appendix B-1 General Contractor's & Sub-Contractor's Dollar Amounts
12. Filling Out Appendix B-2
13. Appendix B-2 Substantiation of Bid Adjustment
14. Appendix I Insurance
15. Appendix J NNI Policy
16. Appendix K Contractor's Obligations to Provide Inuit Content
17. Articles of Agreement
18. Supplementary Terms of Payment
19. Terms of Payment
20. Request for Contract Payment Form
21. Statutory Declaration
22. General Conditions
23. Notice to Property Developers and Contractors
24. General Requirements
25. Scope of work(s)

END OF APPENDIX A

APPENDIX B-1 GENERAL CONTRACTOR'S and SUB-CONTRACTOR'S DOLLAR AMOUNTS

Project Title: _____

Community: _____

Structures: _____

Tenderers are required to identify the dollar value of Own Forces as well as ALL Sub-Contractors that will be involved in the completion of this project. This Appendix must be submitted at the tender closing in the tender envelope. If this Appendix is not submitted or is incomplete the Tenderer may be disqualified.

By signing this Tender, the Tenderer is certifying that the information on this Appendix is correct. Changes to this information will not be accepted after Tender Closing. The owner reserves the right to ask the Tenderer for substantiation of information provided.

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

Appendix B-2 is a schedule of expenditures that the successful bidder commits to in the categories of payroll and non-payroll. Non-payroll is comprised of Material, Equipment, Transportation, Accommodation and Other costs. In accordance with the NNI Policy and the General Conditions contractors are required to meet the expenditure commitments stated on Appendix B-2 and failure to do so may result in penalties.

"NNI" means Nunavummi Nangminiqaqtunik Ikajuuti which, roughly translated, means "Help for Inuit Businesses".

"NTI" means Nunavut Tunngavik Incorporated, a birthright organization that maintains the list of Inuit Firms.

To qualify for a bid adjustment under the NNI Policy, all bidders must submit a fully completed Appendix "B-2" form.

The Inuit content indicated by the bidder on Appendix "B-2" must equal or exceed the minimum acceptable Inuit content as expressed in Appendix K.

The terminology used on Appendix "B-2" may be confusing to some bidders and is clarified as follows:

- "Only NNI Registered" means those firms which are registered in good standing in the NNI database but are not Inuit firms;
- "Both NNI & NTI Registered" means those firms which are registered in good standing in both the NNI and the NTI databases;
- "Only NTI Registered" means those Inuit firms which are registered in the Approved NTI Inuit Firms list;
- "Other Expenditures" (second column from right) are for businesses not registered in the NNI or NTI databases. As a consequence no bid adjustment will be made on "Other Expenditures".

The owner will verify the Nunavut, Local and Inuit firm status of named companies as defined by the N.N.I. Policy. **The bidder must substantiate all information provided by including printouts from the NNI and NTI databases of all firms noted as "Suppliers" on Appendix B-2 with their tender.** No changes with respect to this information will be allowed without written authorization of the NHC.

The NNI provides for the following adjustments, which may be made after substantiation of all B-2 entries during tender evaluations by the contract authority:

- A bid adjustment on verified Nunavut content 7 percent;
- A bid adjustment on verified Local content 7 percent;
- A bid adjustment on verified Inuit content 7 percent.

Bidders should be aware that "Nunavut" and "Local" refer to geography, Inuit refers to a race of people. An "Inuit" firm can be from any place to qualify for the adjustment noted above, provided the Inuit firm is registered in good standing with NTI. For example:

- A bid submitted by a duly registered Nunavut, Local, Inuit firm for work in its community of registration could receive a 21 percent adjustment to its part of the work indicated by the bidder on Appendix "B-2";
- For the same work a bid submitted by a duly registered Nunavut, Local, non-Inuit firm for work in its community of registration could receive a 14 percent adjustment to its part of the work indicated by the bidder on Appendix "B-2";

- For the same work a bid submitted by a duly registered Nunavut, non- Local, non-Inuit firm could receive a 7 percent adjustment to its part of the work indicated by the bidder on Appendix "B-2".

For purposes of evaluating and adjusting tenders, to determine the successful bidder, any business wishing to obtain the above noted adjustments must be duly registered and in good standing in the NNI and NTI databases for the Nunavut, Inuit and Local adjustments noted above.

The Web Site for the NNI is www.nni.gov.nu.ca/search and the telephone number is 1 (888) 975-5999.

The Web Site for Nunavut Tunngavik Incorporated is <http://inuitfirm.tunngavik.com/search-the-registry/> and the telephone number is 1 (867) 975-4966.

Wherever a Local or Nunavut or Inuit expenditure is entered, NAME a supplier. Use the supplier's full and proper name as listed in the above noted databases.

Do not leave any spaces blank on Appendix "B-2" for supplier's names where there is a proposed expenditure indicated. This is applicable to all six categories of expenditures:

- .1 Payroll
- .2 Material
- .3 Equipment
- .4 Transportation
- .5 Accommodation
- .6 Other Costs

Where the bidder is the supplier of any of the above noted six expenditure categories, the bidder's name must be entered. Do not leave blank spaces for suppliers' names next to proposed expenditures. No adjustment of a bid can be made based on blank supplier spaces.

Do not show a supplier's expenditures as Local (except for Local payroll) if that supplier is not local to the community of the work. That is, registered as local to that community.

Do not use the terms "airlines", "hotel", "profit and admin", "fuel", "tools", "local", "truck local rental", "vehicles", "local rentals" or "own forces" to describe suppliers. These are not names of suppliers and do not appear in the above noted databases. As a consequence such entries will provide NO bid adjustment.

The Nunavut Housing Corporation is not concerned with "what" the expenditure is for, in the "Name of Supplier" column. In order to evaluate a tender NHC must know "who" is to make the proposed expenditure. State the full name of the firm, registered in the above noted databases as applicable for each expenditure.

Complete the Consolidation of contractor and subcontractor expenditures at the end of Appendix "B-2" and if the bid is amended show **increases/decreases only** on the Bid Amendment Form.

IMPORTANT: make sure the total proposed expenditures on Appendix "B-2" equals the bid price.

APPENDIX "B-2" CAN ONLY BE EVALUATED AND ADJUSTED TO MAXIMUM ADVANTAGE TO THE BIDDER IF IT IS FULLY AND ACCURATELY COMPLETED.

END OF SECTION

DO NOT ALTER THIS FORM IN ANY WAY. USE ADDITIONAL FORMS IF REQUIRED. ALTERING THIS FORM MAY RESULT IN DISQUALIFICATION.
 USE SUPPLIER'S FULL NAMES FROM NNI AND NTI (INUIT FIIRM) DATA BASES NOTED IN "FILLING OUT APPENDIX B-2".

NUNAVUT HOUSING CORPORATION

SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2

TABLE BELOW FOR OTHER SUBCONTRACTOR ONLY

OTHER CONTRACTOR'S NAME:									
PAYROLL		LOCAL NUNAVUT RESIDENTS	NUNAVUT RES. (EXCL. LOCAL)	LOCAL INUIT BENEFICIARIES	INUIT BEN. (EXCL. LOCAL)	TOTAL \$ INUIT PAYROLL	% INUIT OF TOTAL PAYROLL	OTHER PAYROLL	TOTAL PAYROLL
						0.00	#DIV/0!		0.00
NON-PAYROLL ITEMS	SUPPLIER'S NAME	ONLY NNI REGISTERED		BOTH NNI & NTI REGISTERED		ONLY NTI REGISTERED		OTHER EXPENDITURES	SUB-TOTALS
		LOCAL	NUNAVUT	LOCAL	NUNAVUT	LOCAL	NUNAVUT		
MATERIALS									0.00
MATERIALS									0.00
MATERIALS									0.00
EQUIPMENT (EG. BEACH HANDLING)									0.00
TRANSPORTATION									0.00
TRANSPORTATION									0.00
ACCOMMODATION									0.00
ACCOMMODATION									0.00
OTHER									0.00
SUB-TOTALS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TABLE BELOW FOR CONSOLIDATION ONLY

PAYROLL		LOCAL NUNAVUT RESIDENTS	NUNAVUT RES. (EXCL. LOCAL)	LOCAL INUIT BENEFICIARIES	INUIT BEN. (EXCL. LOCAL)	TOTAL \$ INUIT PAYROLL	% INUIT OF TOTAL PAYROLL	OTHER PAYROLL	TOTAL PAYROLL
		0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
NON-PAYROLL ITEMS		ONLY NNI REGISTERED		BOTH NNI & NTI REGISTERED		ONLY NTI REGISTERED		OTHER EXPENDITURES	SUB-TOTALS
		LOCAL	NUNAVUT	LOCAL	NUNAVUT	LOCAL	NUNAVUT		
MATERIALS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT (EG. BEACH HANDLING)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSPORTATION		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ACCOMMODATION		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTALS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FOR NHC USE ONLY DO NOT FILL IN THE FOLLOWING:

AMOUNT QUALIFIED FOR NNI ADJUSTMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENT %	0.14	0.07	0.21	0.14	0.14	0.07	0.00		
NNI ADJUSTED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ADJUSTED BID									0.00

0

CONTRACTOR'S SIGNATURE

DATE

CONTRACTOR'S CERTIFICATE OF INSURANCE

INSURED: _____

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

This is to certify that policies as described above have been issued through the undersigned to the Insured named above and are in force at this time. If cancelled or changed in any manner, for any reason, during the period of coverage as stated herein so as to affect this certificate, immediate written notice will be given by the undersigned to the Department.
(Be sure to also complete and sign the 2nd page of this form.)

CONTRACTOR'S CERTIFICATE OF INSURANCE

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

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

Name and Address of Insurance Agent, Broker or Insurance Company

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

Date _____

By _____
(Authorized Representative)

APPENDIX J NUNAVUUMI NANGMINIQAQTUNIK IKAJUUTI - NNI POLICY

The Nunavut Housing Corporation will provide a preference to Bidders in order to promote the use of Inuit and Nunavut Businesses and to encourage the development and competitiveness of Inuit and Nunavut business in accordance with the NNI Policy.

In order to be considered for a preference, bidders must be registered with NNI.

SEE THE POLICY AVAILABLE ON THE GOVERNMENT OF NUNAVUT WEBSITE AT THE FOLLOWING URL:

<http://www.nni.gov.nu.ca>

APPENDIX K CONTRACTOR'S OBLIGATIONS TO PROVIDE INUIT CONTENT**1.0 GENERAL**

This contract pertains to work in Nunavut and contains provisions regarding minimum prescribed levels of Inuit Labour that must be met or exceeded in the performance of the work. The requirements set out in this Appendix K to meet minimum prescribed levels of Inuit Labour are a fundamental term of the contract. The minimum prescribed level of Inuit Labour shall be complied with.

If the amount of Inuit Labour identified by the bidder on Appendix "B-2" of the tender is less than the tender requirements a qualification to the tender submission by the bidder would result and would ordinarily cause the tender to be considered non-responsive.

Where the percentage of Inuit labour differs from the percentage prescribed, a bonus or penalty will be assessed in accordance with the NNI Policy, specifically Articles 12.3 and 12.4 of the Policy. A bonus for exceeding the minimum prescribed percentage of Inuit Labour will be paid, and a penalty will be imposed where the minimum prescribed percentage of Inuit labour is not met.

"Inuit Labour" and "Inuit Goods and Services" identified on the tender forms shall receive a bid adjustment in accordance with the NNI Policy and the adjustment percentages indicated on Appendix B-2 forms. "Inuit Goods and Services" means "Inuit Content" as defined in the Nunavummi Nangminiqaqtunik Ikajuuti (NNI) Policy definition appendix; the NNI Policy is attached as tender Appendix "J"

Damages as described in contract General Condition GC 55 may apply if the Inuit Labour and/or Inuit Goods and Services proposed by the Contractor on the tender Appendix B-2 forms are not met. In addition, if the minimum prescribed levels of Inuit Labour identified on page 4 of this Appendix is not met, then for future tenders where there are similar prescribed minimum levels for Inuit Labour, the Contractor may be deemed "not responsible" (as defined in the Government Contract Regulations.)

2.0 DEFINITIONS

- .1 "Inuit (singular Inuk)" means a person described in Article 1.1.1 of the Nunavut Land Claims Agreement (NLCA) and who has enrolled himself or herself on the Inuit Enrolment List under Article 35 of the NLCA.

APPENDIX K CONTRACTOR'S OBLIGATIONS TO PROVIDE INUIT CONTENT

2.0 DEFINITIONS (continued)

.2 "Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is:

- .1 a limited company with at least 51% of the company's voting shares beneficially owned by Inuit, or
- .2 a cooperative controlled by Inuit, or
- .3 an Inuk sole proprietorship or partnership; and
- .4 is included on Nunavut Tunngavik Inc. (NTI)'s Inuit Firms Registry

.3 "Labour"

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

.4 "Goods and Services"

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

.5 "Inuit Content"

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

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

APPENDIX K CONTRACTOR'S OBLIGATIONS TO PROVIDE INUIT CONTENT**3.0 REQUIREMENTS**

- .1 The Contractor shall maximize the value of Inuit Labour and Inuit Goods and Services and shall meet or exceed the Inuit Labour minimum level identified in this appendix when bidding. In the performance of the work, the Contractor shall meet or exceed the amounts tendered on Appendix B-2.
- .2 The Contractors shall submit records on a monthly basis, or as specified, indicating the amount of Inuit Labour and Inuit Goods and Services used. No payment shall be due or payable to the Contractor if the Contractor fails to supply these reports to the Owner.

4.0 FAILURE TO ACHIEVE INUIT CONTENT REQUIREMENTS

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

- .1 There is a requirement to provide no less than the levels of Inuit Labour and Inuit Goods and Services tendered by the Contractor on Appendix B-2 of the tender. Failure to meet this requirement by achieving the levels tendered may result in the Owner applying damages described in the contract General Condition GC 55.
- .2 Additionally, the Owner may deem the Contractor to be "not responsible" (as defined in the Government Contract Regulations) for future tenders where there are similar prescribed minimum levels for Inuit Labour if the contractor fails to meet the prescribed minimum Inuit Labour on page 5 of this Appendix K.
- .3 The Owner may terminate this contract prior to Final Completion if the Contractor has not demonstrated compliance with the requirement to attain the prescribed minimum percentage of Inuit Labour set out on page 4 of this Appendix K.

5.0 INDEMNIFICATION

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

6.0 WAIVER OF INUIT CONTENT REQUIREMENTS

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

APPENDIX K CONTRACTOR'S OBLIGATIONS TO PROVIDE INUIT CONTENT

<p>Inuit Labour</p>	
<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>Prescribed minimum level of Inuit labour as a percent of total labour by dollar value:</p> <p style="text-align: center;">Repulse Bay 40%</p>
<p>Substantiation</p>	
<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 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>	

These Articles of Agreement, effective on the ____ day of _____, 2015.

Between

Nunavut Housing Corporation (herein the "Owner")

and

(herein the "Contractor")

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

A1 CONTRACT DOCUMENTS

1.1 The documents forming the contract between the Owner and the Contractor, referred to herein as the contract documents are all of those documents referred to on Appendix A of the Tender and;

1.1.1 any Addenda issued during the Tender period and identified in Clause 2 of the Tender Form,

1.1.2 any amendment or variation of the contract documents that is made in accordance with the General Conditions,

1.2 1.2.1 The Owner hereby designates

_____ as the Manager for the Nunavut Housing Corporation

1.2.2 The Contractor hereby designates

_____ as the Contractor's Representative.

1.3 In the contract;

1.3.1 "Fixed Price Arrangement" means that part of the contract that prescribes a lump sum as payment for performance of the work to which it relates.

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

2.1 The Contractor shall, between the effective date of the Agreement and the ____ day of _____, 201_ in a careful and workmanlike manner, diligently perform and complete the following work:

Provide the labour and tools required to complete the work described in the Scope(s) of Work forming part of this contract for the following M&I Project(s)_____.

A3 CONTRACT AMOUNT

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

3.1.1 the sum of \$ _____ in consideration for the performance of the work or the part thereof that is subject to a Fixed Price Arrangement.

A5 FINANCIAL ADMINISTRATION ACT (NUNAVUT)

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

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

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

A6 JOINT AND SEVERAL LIABILITY

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

SIGNED, SEALED AND DELIVERED in the presence of:

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

Facsimile No.

Signature

Name

Title

Date

Signature

Name

Title

Witness Signature

Name

Title

Owner:

Nunavut Housing Corporation

Facsimile No.

Signature

Name

Title

Date

Signature

Name

Title

Witness Signature

Name

Title

END OF ARTICLES OF AGREEMENT

DOCUMENTATION REQUIRED FOR PAYMENT

- .1** The Contractor must submit the required supporting documentation listed below on the forms provided and in a form acceptable to the Owner. The payment period will not commence until the documentation has been determined to be complete and accepted by the Owner. Should these Supplementary Terms of Payment conflict in any way with the Terms of Payment, the Terms of Payment shall govern.

Contractors must use the forms supplied, contractor computer generated forms will not be accepted.

.2 Documentation Required Prior to Commencement of the Work:

- i. Original Certified Copy of Insurance (Appendix "I");
- ii. Evidence of an established account with WSCC.

.3 Documentation Required for First and Subsequent Labour Payments:

- i. Request for Contract Payment Form;
 - ii. Employment Sheet and Proof of Payroll;
 - iii. Local and Nunavut Employee Verification and Consent Forms.*
- * Local and Nunavut Employee Verification and Consent Forms are required to be submitted once only for each local / Nunavut employee.

.4 Documentation Required Prior to Application for Final Payment (if applicable):

- i. Combustion Efficiency Tests;
- ii. Declaration of Testing, Flushing and Disinfecting.

.5 Documentation Required For Final Payment:

- i. Request for Contract Payment Form;
- ii. Employment Sheet and Proof of Payroll;
- iii. Evidence of "Good Standing" with WSCC;
- iv. Final Statutory Declaration;

END OF SUPPLEMENTARY TERMS OF PAYMENT

TP1 AMOUNT PAYABLE - GENERAL

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

TP2 AMOUNT PAYABLE TO THE CONTRACTOR

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

TP3 AMOUNTS PAYABLE TO THE NUNAVUT HOUSING CORPORATION

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

TP4 TIME OF PAYMENT

- 4.1 For the purposes of this Term of Payment, "payment period" means a period of 30 consecutive days or such other interval as is agreed between the Contractor and the Nunavut Housing Corporation.
- 4.2 The Contractor shall, on the expiration of a payment period, deliver to the "Representative", as designated by the Nunavut Housing Corporation and set out in Articles of Agreement A1.2.1, in respect of that payment period a written invoice for that part of the Work that has been completed with the required associated

backup and a listing of material that was delivered to the Work site but not incorporated into the Work during that payment period. The Contractor's official invoice shall include, as a minimum;

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

- 4.3 The Manager, as designated by the Nunavut Housing Corporation, will, not later than ten days after receipt of the invoice referred to in TP4.2:
- 4.3.1 inspect or otherwise satisfy themselves that the part of the Work and the materials described in the invoice have been provided in a satisfactory manner (an inspection may be carried out by either a Manager designated by the Nunavut Housing Corporation, or its representative, and
 - 4.3.2 coordinate with the Contractor to resolve any disagreements on the content and amount of the invoice (obtaining a corrected invoice from the Contractor if changes are required), and
 - 4.3.3 complete a Request for Contact Payment (RCP), indicating on it the date that the Contractor's invoice was approved, and
 - 4.3.4 send to the Nunavut Housing Corporation, finance section the original invoice that has been agreed upon along with a Request for Contact Payment (RCP) signed by the Manager, as designated by the Nunavut Housing Corporation.
 - 4.3.5 In addition, the Manager, as designated by the Nunavut Housing Corporation, will send a copy of the agreed invoice and the RCP to the Contractor.
- 4.4 Subject to TP1, the Nunavut Housing Corporation, will pay the Contractor an amount that is equal to 90% of the value that is indicated in that invoice.
- 4.5 Payments to Nunavut Businesses or Inuit Firms, as defined by the GN's Nunavummi Nangminiqagtunik Ikajuuti (NNI Policy), will become due and payable 20 days after receipt of the invoice, provided the invoice is approved by the designated Manager as specified in TP4.3. Payments to other Contractors will become due and payable 30 days after approval of the invoice by the designated Representative as specified in TP4.3.

- 4.6 Subject to TP1, TP3 and TP4.3, the Nunavut Housing Corporation will, not later than 20 days for Nunavut Businesses or Inuit Firms as defined in the NNI Policy or 30 days for other Contractors after the date of issue of an Interim/Final Certificate of Completion referred to in TP4.7.1, pay the Contractor the amount referred to in TP1 less the aggregate of:
- 4.6.1 the sum of all payments that were made pursuant to TP4.4,
 - 4.6.2 an amount that is equal to the Nunavut Housing Corporation's estimate of the cost to the Nunavut Housing Corporation of rectifying defects described in the Interim Certificate of Completion, and
 - 4.6.3 an amount that is equal to the Representative's estimate of the cost to the Nunavut Housing Corporation of completing the parts of the Work described in the Interim Certificate of Completion other than the defects referred to in TP4.6.2.
- 4.7 It is a condition precedent to the Nunavut Housing Corporation's obligation under TP4.6 that:
- 4.7.1 the Contractor has made and delivered to the Nunavut Housing Corporation's Manager a Statutory Declaration described in Supplementary Terms of Payment in respect of an Interim/Final Certificate of Completion, and
 - 4.7.2 the Contractor has complied with the various requirements to provide Inuit Local and Nunavut Employment and involvement reports as set out in this contract.
- 4.8 Subject to TP1, TP3 and TP4.9, the Nunavut Housing Corporation will, not later than 20 days for Nunavut Businesses or Inuit Firms as defined in the NNI Policy or 30 days for other Contractors after the date of issue of a Final Certificate of Completion referred to in GC43.1, pay the Contractor the amount referred to in TP1 less the aggregate of:
- 4.8.1 the sum of all payments that were made pursuant to TP4.4, and;
 - 4.8.2 the sum of all payments that were made pursuant to TP4.6.
- 4.9 It is a condition precedent to the Nunavut Housing Corporation's obligation under TP4.8 that the Contractor has made and delivered, to the Nunavut Housing Corporation's Representative, a Statutory Declaration as described in Supplementary Terms of Payment in respect of a Final Certificate of Completion.
- 4.10 A statutory declaration referred to in TP4.7 and TP4.9 shall be submitted on the attached 'Certificate of Completion Statutory Declaration' Form, attached as part of this contract.

TP5 PROGRESS REPORT AND PAYMENT THEREUNDER NOT BINDING ON THE NUNAVUT HOUSING CORPORATION

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

TP6 RIGHT OF SET-OFF

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

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

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

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

TP7 PAYMENT IN EVENT OF TERMINATION

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

NUNAVUT HOUSING CORPORATION

REQUEST FOR CONTRACT PAYMENT FORM

LABOUR ONLY

CONTRACTOR'S NAME & ADDRESS:				CONTRACT NUMBER:	REQUEST NUMBER		
Business Name:							
Business Address:							
Community, Postal Code:		Nunavut					
Lots	2015/16 Modernization & Improvement Prog.			DIRECT DEPOSIT INFORMATION			
				BANK:			
				TRANSIT:			
			ACCOUNT:				
ORIGINAL CONTRACT AMOUNT		*INCREASES		*DECREASES		REVISED CONTRACT	
\$0.00		\$0.00		\$0.00		\$0.00	

*Change Orders must be approved by the NHC and received by the Contractor before listing above.

PROGRESS CLAIM (to be completed by the Contractor)

LINE 1	Total claims to date (including this claim)	LINE 1	\$0.00
LINE 2	Previous claims (total of line 3 from all previous claims)	LINE 2	\$0.00
LINE 3	This claim (line 1 minus line 2)	LINE 3	\$0.00
LINE 4	Plus GST (5% of line 3)	LINE 4	\$0.00
LINE 5	Holdback (10% of line 3, 5% if bonded)	LINE 5	\$0.00
LINE 6	Payment due (line 3 plus line 4 minus line 5)	LINE 6	\$0.00

This claim is submitted in accordance with the Terms of Payment of the above noted contract.

Contractor's signature: _____ **Date:** _____

FOR NHC USE ONLY

DATE RECEIVED

CERTIFICATION:

This is to certify that the value of the work completed is in accordance with the Terms and Conditions of the Contract, or if not specified by the Contract, are reasonable, and that no item on this account has been previously certified.

CDO Technical: _____ **DATE:** _____

Manager/ Tech: _____ **DATE:** _____

District Comptroller: _____ **DATE:** _____

STATUTORY DECLARATION

CANADA
NUNAVUT

IN THE MATTER OF a contract bearing no. _____
Between _____ and _____

INSERT FULL NAME OF CONTRACTOR
HEREIN REFERED TO AS THE Contractor.

For _____
BRIEFLY DESCRIBE THE WORK TO BE PERFORMED

Dated the _____ day of _____, 20____

IN THE MATTER OF the Final Certificate of Completion of the work there-
under.

TO WIT:

I, _____ of _____
PRINT OR TYPE FULL OF DECLARANT DECLARANT'S ADDRESS

DO SOLEMNLY DECLARE:

- (1) That I am _____
print or type declarant's title or position with the contractor or state that the declarant is the contractor
and as such have a personal knowledge of the said contract and of the facts and matters stated herein.
- (2) That all the contractor's lawful obligations and lawful claims against the contractor arising out of the work contracted for have been discharged and satisfied.

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

DECLARED before me at _____

this _____ day of _____, 20____

Signature of person before whom declaration is made

Print name of person before whom declaration is made

A Notary Public, Commissioner (NU) _____

Signature of Declarant

Please clearly state authority for receiving solemn declarations
Notaries to affix Notarial Seal

NOTICE:

If this Declaration is not complete in every detail, it will be returned for completion and payment will be delayed. The following section of the Criminal Code of Canada is hereby brought to the attention of the Declarant:

"S.114 Every one who, not being a witness in a judicial proceeding but being permitted, authorized or required by law to make a statement, affidavit, by solemn declaration or orally under oath, makes in such a statement before a person who is authorized by law to permit it to be made before him, an assertion with respect to a matter of fact, opinion, belief or knowledge, knowing that the assertion is false, is guilty of an offence and is liable to imprisonment for fourteen years."

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GC1 INTERPRETATION

1.1 In the Contract

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

- 1.2 The division into sections, the table of contents, and the headings in the contract documents, other than in the Plans and Specifications, form no part of the contract but are inserted for convenience of reference only.
- 1.3 In interpreting the contract, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.
- 1.4 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between
- 1.4.1 the Plans and Specifications, the Specifications govern;
- 1.4.2 the Plans, the Plans drawn with the largest scale govern, and
- 1.4.3 figured dimensions and scaled dimensions, the figured dimensions govern.
- 1.5 Any reference to a statutory provision shall include any subordinate legislation made and from time-to-time amended, extended or re-enacted.
- 1.6 This Agreement shall be governed by and construed in accordance with the laws of Nunavut and the laws of Canada as applicable therein.
- 1.7 Unless otherwise indicated, all dollar amounts referred to in the Agreement are in lawful money of Canada.
- 1.8 In any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect. In the event any provision of this Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.
- 1.9 Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 1.10 The Contractor shall be required to comply, and shall require its subcontractors to comply, with all applicable laws, orders, rules and regulations; and, without limiting the generality of the foregoing, the Contractor shall at its sole expense comply with all unemployment insurance, Worker's Compensation, income tax, payroll tax, Canada Pension Plan, occupational health and safety and environmental protection legislation.

GC2 SUCCESSORS AND ASSIGNS

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

GC3 ASSIGNMENT OF CONTRACT

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

GC4 SUBCONTRACTING BY CONTRACTOR

4.1 Subject to this General Condition, the Contractor may subcontract any part of the work so long as such subcontracting is consistent with the information provided on Appendix B-1 and B-2 of the Tender.

4.2 The Contractor shall notify the Manager of his intention to subcontract.

4.3 A notification referred to in GC4.2 shall identify the part of the work, and the subcontractor with whom it is intended to subcontract. The Contractor shall invite Nunavut, Inuit and/or Local companies to bid on subcontracts where the Contractor is not already using Nunavut, Inuit and/or Local companies as subcontractors.

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

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

4.6 The Contractor shall not, without the written consent of the Owner change a subcontractor who has been engaged by him in accordance with this General Condition and the tender form, and if any changes are made without consent, the contract may be terminated at the option of the Owner.

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

4.8 Neither a subcontracting nor the Manager's consent to a subcontracting by the Contractor shall be construed to relieve the Contractor from any obligation under the contract or to impose any liability upon the Owner.

GC5 AMENDMENTS

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

GC6 NO IMPLIED OBLIGATIONS

6.1 No implied terms or obligations of any kind by or on behalf of the Owner shall arise from anything in the contract and the express covenants and agreements therein contained and made by the Owner are the only covenants and agreements upon which any rights against the Owner are to be founded.

6.2 The contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work that was made prior to the date of the contract.

GC7 TIME OF ESSENCE

7.1 Time is of the essence of the contract.

GC8 INDEMNIFICATION BY CONTRACTOR

8.1 The Contractor shall indemnify and save the Owner harmless from and against all claims, demands, losses, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, his servants, agents, and subcontractors in performing the work including an infringement or an alleged infringement of patent of invention or any kind of intellectual property.

8.2 For the purposes of GC8.1, "activities" includes but is not limited to any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC9 INDEMNIFICATION BY THE OWNER

9.1 The Owner shall, subject to any law that affects the Owner's rights, powers, privileges or obligations, indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the contract that are directly attributable to

9.1.1 lack of or a defect in the Owner's title to the work site whether real or alleged; or

9.1.2 an infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the contract employing a model, plan or design or any other thing related to the work that was supplied by the Owner to the Contractor.

GC10 NOTICES TO CONTRACTOR

10.1 Notices for the purposes of GC37.1.1, GC39 and GC40 shall be in writing and shall be given

10.1.1 by delivering the notice to the Contractor in person or, if the Contractor is a partnership, firm, joint venture consortium or corporation, to a senior administrative or executive officer thereof, or

10.1.2 by mailing the notice to the Contractor at his address set out in the Articles of Agreement.

10.2 A notice referred to in GC10.1 shall be deemed to have been received by the Contractor

10.2.1 if it was delivered pursuant to GC10.1.1, on the day that it was delivered, and

- 10.2.2 if it was sent by mail pursuant to GC10.1.2, on the earlier of the day it was received by the Contractor and the sixth day after it was mailed.
- 10.3 Any notice, consent, order, direction, decision, or other communication, other than a notice referred to in GC10.1, that may be given to the Contractor pursuant to the contract may be given in any manner, but it shall be deemed to have been received by the contractor, if it is in writing.
- 10.3.1 on the day that it was delivered to the superintendent, or
- 10.3.2 on the sixth day after it was mailed to the Contractor at his address set out in the Articles of Agreement.
- 10.4 Where the postal service is disrupted by a strike, a notice, consent, order, direction, decision or other communication may be given to the Contractor by facsimile and shall be deemed to have been received by the Contractor twenty-four hours after it was transmitted.

GC11 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY THE OWNER

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

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

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

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

GC13 MUNICIPAL PERMITS

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

GC14 PERFORMANCE OF WORK UNDER DIRECTION OF MANAGER

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

GC15 COOPERATION WITH OTHER CONTRACTORS

- 15.1 Where, in the opinion of the Manager, it is necessary that other contractors or workers with or without plant and material be sent onto

the work or its site, the Contractor shall, to the satisfaction of the Manager, allow them access and cooperate with them in the carrying out of their duties and obligations.

- 15.2 The Owner shall pay the Contractor the cost calculated in accordance with GC46 to GC49, of the extra labour, plant and material that was necessarily incurred if:

15.2.1 the sending onto the work or its site of other contractors or workers pursuant to GC15.1 could not have been reasonably foreseen or anticipated by the Contractor when entering into the contract;

and

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

and

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

GC16 EXAMINATION OF WORK

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

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

GC17 CLEARING OF SITE

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

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

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

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

GC18 CONTRACTOR'S SUPERINTENDENT

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

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

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

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

18.5 The Contractor shall, upon the request of the Manager, remove any superintendent who, in the opinion of the Manager, is incompetent or has been conducting himself improperly and shall forthwith designate another superintendent who is acceptable to the Manager.

18.6 Subject to GC18.5, the Contractor shall not substitute a superintendent without the written consent of the Manager.

18.7 A breach by the Contractor of GC18.6 entitles the Manager to refuse to issue any certificate referred to in GC43 until the superintendent has returned to the work site or another superintendent who is acceptable to the Manager has been substituted.

GC19 NATIONAL SECURITY

19.1 If the Owner is of the opinion that the work is of a class or kind that involves the national security, he may order the Contractor

19.1.1 to provide him with any information concerning persons employed or to be employed by him for purposes of the contract; and

19.1.2 to remove any person from the work and its site if, in the opinion of the Owner, that person may be a risk to the national security.

19.2 The Contractor shall, in all contracts with persons who are to be employed in the performance of the contract, make provision for his performance of any obligation that may be imposed upon him under GC18 to GC20.

19.3 The Contractor shall comply with an order of the Owner under GC19.1.

GC20 UNSUITABLE WORKERS

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

GC21 INCREASED OR DECREASED COSTS

21.1 The amount set out in the Articles of Agreement shall not be increased or decreased by reason of any increase or decrease in the cost of the work that is brought about by an increase or decrease in the cost of labour, plant or material or the wage rates set out in or prescribed pursuant to the Labour Conditions.

21.2 Notwithstanding GC21.1, and GC34, an amount set out in the Articles of Agreement shall be adjusted in the manner provided in GC21.3, if any change in a tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or the Customs Tariff.

21.2.1 occurs after the date of the submission by the Contractor of his tender for the contract.

21.2.2 applies to material, and

21.2.3 affects the cost to the Contractor of that material.

21.3 If a change referred to in GC21.2 occurs, the appropriate amount set out in the Articles of Agreement shall be increased or decreased by an amount equal to the amount that is established by an examination of the relevant records of the Contractor referred to in GC50 to be the increase or decrease in the cost incurred that is directly attributable to that change.

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

GC22 LABOUR AND MATERIAL

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

GC23 PROTECTION OF WORK AND DOCUMENTS

23.1 The Contractor shall guard or otherwise protect the work and its site, and protect the contract, specifications, plans, information, material, plant and real property, whether or not they are supplied by the Owner to the Contractor, against loss or damage from any cause, and he shall not use, issue, disclose or dispose of them without the written consent of the Owner, except as may be essential for the performance of the work.

- 23.2 If any document or information given or disclosed to the Contractor is assigned a security rating by the person who gave or disclosed it, the Contractor shall take all measures directed by the Manager to be taken to ensure the maintenance of the degree of security that is ascribed to that rating.
- 23.3 The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the Owner to inspect or to take security measures in respect of the work and its site.
- 23.4 The Manager may direct the Contractor to do such things and to perform such additional work as the Manager considers reasonable and necessary to ensure compliance with or to remedy a breach of GC23.1 to GC23.3.

GC24 PUBLIC CEREMONIES AND SIGNS

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

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

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

Without limiting any of the foregoing, the Contractor shall take all actions required or necessary to ensure compliance by all persons

employed in the performance of the work or at the site of the work, including the employees of the Contractor and sub-contractors and their employees, with the *Consolidation of Safety Act*, R.S.N.W.T. 1988, c.S-1 and any regulations there under.

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

GC26 INSURANCE

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

GC27 INSURANCE PROCEEDS

- 27.1 If the work or any part thereof is lost, damaged or destroyed and monies are paid to the Owner in respect of that loss, damage or destruction under an insurance contract maintained by the Contractor pursuant to GC26, the monies shall be held by the Owner for the purposes of the contract.
- 27.2 The Owner may elect to retain the monies referred to in GC27.1 and in that event the monies belong to the Owner absolutely.
- 27.3 If an election is made pursuant to GC27.2, the Owner may cause an audit to be made of the accounts of the Contractor and of the Owner in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
- 27.3.1 the aggregate of the amount of the loss or damage suffered or sustained by the Owner, including any costs incurred in respect of the clearing and cleaning of the work and its site and any other amount that is payable by the Contractor to the Owner under the contract, minus any monies retained pursuant to GC27.2 and
- 27.3.2 the aggregate of the amounts payable by the Owner to the Contractor pursuant to the contract up to the date of the loss or damage.
- 27.4 A difference that is established pursuant to GC27.3 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.
- 27.5 When payment of a deficiency has been made pursuant to GC27.4, all rights and obligations of the Owner and the Contractor under the

contract shall, with respect only to the part of the work that was the subject of the audit referred to in GC27.3, be deemed to have been expended and discharged.

- 27.6 If an election is not made pursuant to GC27.2, the Contractor shall, subject to GC27.7, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at his own expense as if that part of the work had not yet been performed.
- 27.7 When the Contractor clears and cleans the work and its site and restores and replaces the work referred to in GC27.6, the Owner shall pay him out of the monies referred to in GC27.1 so far as they will thereunto extend.
- 27.8 Subject to GC27.7, payment to the Owner pursuant to GC27.7 shall be made in accordance with the contract but the amount of each payment shall be 100% of the amount claimed notwithstanding TP4.4.1 and TP4.4.2.

GC28 CONTRACT SECURITY

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

GC29 CHANGES IN THE WORK

- 29.1 Subject to GC5, the Manager may, at any time before he issues his Final Certificate of Completion:
- 29.1.1 order work or material in addition to that provided for in the Plans and Specifications; and
- 29.1.2 dispense with or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the work or material provided for in the Plans and Specifications or in any order made pursuant to GC29.1.1, if that additional work or material dispensation, or change is, in his opinion, consistent with the general intent of the original contract.
- 29.2 The Contractor shall perform the work in accordance with such order, dispensations and changes that are made by the Manager pursuant to GC29.1 from time to time as if they had appeared in and been part of the Plans and Specifications.
- 29.3 The Manager shall determine whether or not anything done or omitted by the Contractor pursuant to an order, dispensation or change referred to in GC29.1 increased or decreased the cost of the work to the Contractor.

- 29.4 If the Manager determines pursuant to GC29.3 that the cost of the work to the Contractor has been increased, the Owner shall pay the Contractor the increased cost of the labour, plant and material that he necessarily incurred calculated in accordance with GC46 to GC49.
- 29.5 If the Manager determines pursuant to GC29.3 that the cost of the work to the Contractor has been decreased, the Owner may reduce the amount payable to the Contractor under the contract by an amount equal to the decrease in the cost of the labour, plant and material that was incurred calculated in accordance with GC46 to GC49.
- 29.6 An order, dispensation or change referred to in GC29.1 shall be in writing, signed by the Manager and given to the Contractor in accordance with GC10.

GC30 INTERPRETATION OF CONTRACT BY MANAGER

- 30.1 If, at any time before the Manager has issued a Final Certificate of Completion referred to in GC43.1, any question arises between the parties about whether anything has been done as required by the contract or about what the Contractor is required by the contract to do, and, in particular but without limiting the generality of the foregoing, about
- 30.1.1 the meaning of anything in the Plans and Specifications,
 - 30.1.2 the meaning to be given to the Plans and Specifications in case of any error therein, omission there from, or obscurity or discrepancy in their wording or intention,
 - 30.1.3 whether or not the quality or quantity of any material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the contract,
 - 30.1.4 whether or not the labour, plant or material provided by the Contractor for performing the work and carrying out the contract are adequate to ensure that the work will be performed in accordance with the contract and that the contract will be carried out in accordance with its terms,
 - 30.1.5 what quantity of any kind of work has been completed by the Contractor, or
 - 30.1.6 the timing and scheduling of the various phases of the performance of the work,
- the question shall be decided by the Manager whose decision shall be final and conclusive in respect of the work.
- 30.2 The Contractor shall perform the work in accordance with any decisions of the Manager that are made under GC30.1 and in accordance with any consequential directions given by the Manager.

GC31 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

- 31.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the contract documents, the Contractor shall, at his own expense, rectify and make good any defect or fault that appears in the work or comes to the attention of the Owner within 12 months from the date of the Interim Completion referred to in GC43.2.

- 31.2 The Manager may direct the Contractor to rectify and make good any defect or fault referred to in GC31.1 or covered by any other expressed or implied warranty or guarantee.
- 31.3 A direction referred to in GC31.2 shall be in writing, may include a stipulation in respect of the time within which a defect or fault is required to be rectified and made good by the Contractor, and shall be given to the Contractor in accordance with GC10.3.
- 31.4 The Contractor shall rectify and make good any defect or fault described in a direction given pursuant to GC31.2 within the time stipulated therein.

GC32 NON-COMPLIANCE BY CONTRACTOR

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

GC33 PROTESTING MANAGER'S DECISIONS

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

additional labour, plant and material necessarily incurred by the Contractor in carrying out the protested decision or direction.

- 33.8 Costs referred to in GC33.7 shall be calculated in accordance with GC47 to GC49.

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

- 34.1 Subject to GC34.2 no payment, other than a payment that is expressly stipulated in the contract, shall be made by the Owner to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

- 34.2 If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to

34.2.1 a substantial difference between the information relating to soil conditions at the work site that is contained in the Plans and Specifications or other documents supplied to the Contractor for his use in preparing his tender or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions encountered by the Contractor at the work site during the performance of the contract, or

34.2.2 any neglect or delay that occurs after the date of the contract on the part of the Owner in providing any information or in doing any act that the contract either expressly requires the Owner to do or that would ordinarily be done by an owner in accordance with the usage of the trade.

He shall, within ten days of the date that an event described in GC34.2.1 or GC34.2.2 occurred, give the Manager written notice of the event and of his intention to claim for that extra expense or that loss or damage.

- 34.3 When the Contractor has given a notice referred to in GC34.2, he shall give the Manager a written claim for extra expense or loss or damage within 30 days of the date that a Final Certificate of Completion referred to in GC43.1 is issued and not afterwards.

- 34.4 A written claim referred to in GC34.3 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the Manager to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as the Manager requires from time to time.

- 34.5 If the Manager determines that a claim referred to in GC34.3 is justified, the Owner may make an extra payment to the Contractor in an amount that is calculated in accordance with GC46 to GC49.

- 34.6 If, in the opinion of the Manager, an occurrence described in GC34.2.1 results in a saving of expenditure by the Contractor in performing the contract, the amount set out in the Articles of Agreement shall, subject to the GC34.7, be reduced by an amount that is equal to the saving.

- 34.7 The amount of the saving referred to GC34.6 shall be determined in accordance with GC46 to GC49.

34.8 If the Contractor fails to give a notice referred to in GC34.2 and a claim referred to in GC34.3 within the times stipulated, an extra payment should not be made to him in respect of the occurrence.

GC35 EXTENSION OF TIME

35.1 Subject to GC35.2, the Manager may, on the application of the Contractor made before the day fixed by the Articles of Agreement for completion of the work or before any other date previously fixed under this General Condition, extend the time for its completion by fixing a new date, if in his opinion, causes beyond the control of the Contractor have delayed its completion.

35.2 An application referred to in GC35.1 shall be accompanied by the written consent of the bonding company whose bond forms part of the contract security.

GC36 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

36.1 For the purposes of this General Condition

36.1.1 the work shall be deemed to be completed on the date that a Substantial Certificate of Completion referred to in GC43.2 is issued, and

36.1.2 "period of delay" means the number of days commencing on the day fixed by the Articles of Agreement for completion of the work and ending on the day immediately preceding the day on which the work is completed but does not include any day within a period of extension granted pursuant to GC35.1, and any other day on which, in the opinion of the Manager, completion of the work was delayed for reasons beyond the control of the Contractor.

36.2 If the Contractor does not complete the work by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the Contractor shall pay the Owner an amount equal to the aggregate of

36.2.1 all salaries, wages, and travelling expenses incurred by the Owner in respect of persons overseeing the performance of the work during the period of delay,

36.2.2 the cost incurred by the Owner as a result of the liability to use the completed work for the period of delay; and

36.2.3 all other expenses and damages incurred or sustained by the Owner during the period of delay as a result of the work not being completed by the day fixed for its completion.

36.3 The Owner may waive its right to the whole or any part of the amount payable by the Contractor pursuant to GC36.2 if, in the opinion of the Owner, it is in the public interest to do so.

GC37 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

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

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

- 38.1 The taking of the work or any part thereof out of the Contractor's hands pursuant to GC37 does not operate so as to relieve or discharge him from any obligation under the contract or imposed upon him by law except the obligation to complete the performance of that part of the work that was taken out of his hands.

- 38.2 If the work or any part thereof is taken out of the Contractor's hands pursuant to GC37, all plant and material and the interest of the Contractor in all real property, licenses, powers and privileges acquired, used or provided by the Contractor under the contract shall continue to be the property of the Owner without compensation.
- 38.3 When the Manager certifies that any plant, material, or any interest of the Contractor referred to in GC38.2 is no longer required for the purposes of the work, or that it is not in the interests of the Owner to retain that plant, material, or interest, it shall revert to the Contractor.

GC39 SUSPENSION OF WORK

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

GC40 TERMINATION OF CONTRACT

- 40.1 The Owner may terminate the contract at any time by giving a notice of termination to the Contractor in accordance with GC10.1.
- 40.2 When a notice referred to in GC40.1 is received by the Contractor in accordance with GC10, he shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the contract.

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

GC41 CLAIMS AGAINST AND OBLIGATIONS OF THE CONTRACTOR OR SUBCONTRACTOR

- 41.1 The Owner may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a subcontractor arising out of the performance of the contract pay any amount that is due and payable to the Contractor pursuant to the contract directly to the obligees of and the claimants against the Contractor or subcontractor.
- 41.2 A payment made pursuant to GC41.1, is to the extent of the payment, a discharge of the Owner's liability to the Contractor under the contract and may be deducted from an amount payable to the Contractor under the contract.
- 41.3 To the extent that the circumstances of the work being performed for the Owner permit, the Contractor shall comply with all laws in force in Nunavut relating to payment periods, mandatory holdbacks, and creation and enforcement of mechanics' liens.
- 41.4 The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the work at least as often as the contract requires the Owner to pay the Contractor.
- 41.5 The Contractor shall, whenever requested to do so by the Manager, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in GC41.4.
- 41.6 GC41.1 shall only apply to claims and obligations that have been received by the Manager in writing before payment to the Contractor pursuant to TP4.8 and within 120 days after a claimant:

- 41.6.1 should have been paid in full under his contract with the Contractor or subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
- 41.6.2 performed the last of the service, work or labour, or furnished the last of the material pursuant to his contract with the Contractor or subcontractor, where the claim is not for money referred to in GC41.6.1.
- 41.7 No interest will be paid to the Contractor on any monies withheld pursuant to GC41 due to a Contractor or subcontractor's claim for non-payment.

GC42 SECURITY DEPOSIT - FORFEITURE OR RETURN

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

GC43 MANAGER'S CERTIFICATES

- 43.1 On the date that
- 43.1.1 the work has been completed, and
- 43.1.2 the Contractor has complied with the contract and all orders and directions made pursuant thereto, both to the satisfaction of the Manager, he shall issue a Certificate of Final Completion to the Contractor.
- 43.2 If the Manager is satisfied that the work is sufficiently complete to be acceptable for use by the Owner, he may, at any time before he issues a certificate referred to in GC43.1, issue a Certificate of Interim Completion to the Contractor.
- 43.3 A Certificate of Interim Completion referred to in GC43.2 shall describe the parts of the work not completed to the satisfaction of the Manager and all things that must be done by the Contractor before a certificate referred to in GC43.1 will be issued.

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

GC44 RETURN OF SECURITY DEPOSIT

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

GC45 CLARIFICATION OF TERMS IN GC46 TO GC49

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

GC46 ADDITIONS OR AMENDMENTS TO UNIT PRICE TABLE

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

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

GC47 DETERMINATION OF COST - UNIT PRICE TABLE

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

GC48 DETERMINATION OF COST - NEGOTIATION

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

GC49 DETERMINATION OF COST - FAILING NEGOTIATION

- 49.1 If the parties or the methods described in GC46, GC47 or GC48 fail for any reason to achieve a determination of the cost of labour, plant and material for the purposes referred to therein, that cost shall be equal to the aggregate of:
- 49.1.1 all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant or material that falls within one of the classes of expenditure described in GC49.2 that are directly attributable to the

performance of the contract, and

- 49.1.2 an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, and every other cost, charge and expense but not including those referred to in GC49.1.1 or of a class referred to in GC49.2, in an amount that is equal to:
- (a) 10% of the sum of the expenses referred to in GC49.2.1;
 - (b) 20% of the sum of the expenses referred to in GC49.2.2 through GC49.2.8
- 49.2 For purposes of GC49.1.1 the classes of expenditure that may be taken into account in determining the cost of labour, plant and material are,
- 49.2.1 payments to subcontractors;
 - 49.2.2 wages, salaries and travelling expenses of employees of the Contractor while they are actually and properly engaged on the work, other than wages, salaries, bonuses, living and travelling expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor unless they are engaged at the work site with the approval of the Manager;
 - 49.2.3 assessments payable under any statutory authority relating to worker's compensation, unemployment insurance, pension plan or holidays with pay;
 - 49.2.4 rent that is paid for plant or an allowance for depreciation of plant owned by the Contractor that is necessary for and used in the performance of the work, if that rent or allowance is reasonable and use of that plant has been approved by the Manager;
 - 49.2.5 payments for maintaining and operating plant is necessary for and used in the performance of the work, and payments for effecting such repairs thereto as, in the opinion of the Manager, are necessary for the proper performance of the contract other than payments for any repairs to the plant arising out of defects existing before its allocation to the work;
 - 49.2.6 payments for material that is necessary for and incorporated in the work, or that is necessary for and consumed in the performance of the contract;
 - 49.2.7 payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the plant and material necessary for and used in the performance of the contract;
 - 49.2.8 any other payments made by the Contractor with the approval of the Manager that are necessary for the performance of the contract.

GC50 RECORDS TO BE KEPT BY CONTRACTOR

50.1 The Contractor shall

50.1.1 maintain full records of his estimated and actual costs of the work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto;

50.1.2 make all records and material referred to in GC50.1.1 available to audit and inspection by the Owner and the Comptroller General of the Government of the Nunavut or by persons acting on behalf of either or both of them when requested;

50.1.3 allow any of the persons referred to in GC50.1.2 to make copies of and to take extracts from any of the records and material referred to in GC50.1.1; and

50.1.4 furnish any person referred to in GC50.1.2 with information he may require from time to time in connection with such records and material.

50.2 The records maintained by the Contractor pursuant to GC50.1.1 shall be kept intact by the Contractor until the expiration of two years after the date that a Final Certificate of Completion referred to in GC43.1 was issued or until the expiration of such other period of time as the Owner may direct.

50.3 The Contractor shall cause all subcontractors and all other persons directly or indirectly having control of the Contractor to comply with GC50.1 and GC50.2 as if they were the Contractor.

GC51 LITIGATION

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

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

GC52 REQUIREMENTS FOR INUIT, LOCAL AND NUNAVUT CONTENT

52.1 The Contractor shall, in the performance of the Work, employ Inuit, Local and Nunavut workers and use Inuit, Local and Nunavut content to the greatest extent possible and at a minimum, no less than the amounts tendered by the Contractor in Appendix "B-2" of the tender. Workers shall meet all levels of proficiency, qualification and expertise as dictated by the authorities having jurisdiction and/or as defined in the contract documents.

52.2 The Contractor shall provide a schedule indicating the anticipated total monthly value of all Inuit, Local and Nunavut content and Labour to be expended in the execution of the Work. This schedule shall provide the benchmark for ensuring compliance by the Contractor with the

requirements for the use of Inuit, Local and Nunavut content during the project.

- 52.3 Nangminiqaqtunik Ikajuuti (NNI Policy), the benchmark shall be the minimum prescribed level for Inuit Labour identified on page 4 of Appendix J of the tender.

GC53 REQUIREMENT FOR COMMUNITY MEETINGS

- 53.1 The Contractor shall arrange meetings on a monthly basis, or other basis as may be mutually agreed by the parties to this contract, to monitor the use of Inuit, Local and Nunavut Labour and Inuit, Local and Nunavut content. The Contractor shall give the owner 3 to 5 days notice of all meetings called under GC53. The Contractor shall take reasonable steps to ensure that these meetings include the following representatives:

- (a) A community representative who has been designated to speak on behalf of the community (if available),
- (b) A community manpower representative (if available),
- (c) The Contractor,
- (d) The Owner's representative.

- 53.2 The Contractor shall arrange a Community Meeting prior to the start of construction and at that meeting shall:

- (a) provide a schedule referred to in GC52.2 above to the community representative, or if no community representation is designated, shall provide a copy of this schedule to the Owner's representative,
- (b) identify specific types of workers required during the project such as plumbers, painters or electricians and how many of those workers are required and when they are required and based on information received in accordance with GC53.2 (c) maintain a list of community manpower,
- (c) request from the community manpower representative or from the Owner if no community manpower representative has been delegated, a list of workers available in the community,

- 53.3 The Owner shall attend all community meetings organized by the Contractor in accordance with GC53.3.2(c) and when requested by the Contractor shall:

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

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

- (a) provide employment reports identifying workers used during the past month (to substantiate information provided on Appendix B-2),

- (b) provide an amended schedule referred to in GC53.2, if necessary
- (c) provide a consolidated report at the time of substantial completion, which shall confirm the total amount of Inuit, Local and Nunavut content used. This report will identify Inuit, Local and Nunavut payroll separately. This consolidated report shall be a condition precedent to the release of payment.

GC54 MONITORING THE LEVEL OF INUIT, LOCAL AND NUNAVUT LABOUR

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

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

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

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

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

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

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

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

(a) decreasing the total amount of Other Payroll and increasing

(i) the amount of Nunavut Labour and the amount of Local Nunavut Labour,

or

(ii) the amount of Inuit Labour and the amount of Local Inuit Labour

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

AND

(b) decreasing the amount of Other Content excluding the amount of Other Payroll and increasing

(i) the amount of Local Nunavut Content (excluding Local Nunavut Labour) and the amount of Nunavut Content (excluding Nunavut Labour),

or

(ii) the amount of Local Inuit Content (excluding Local Inuit Labour) and the amount of Inuit Content (excluding Inuit Labour),

which the Contractor has identified in Appendix B-2.

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

(a) withhold from any progress payment an amount equal to:

(i) the difference between the amounts identified in Appendix B-2 and the amount identified in the Schedule of Values

referred to in GC52.2;

or

- (ii) the difference between any revised amounts pursuant to clause GC55.2 (a) and (b) and the amount identified in the Schedule of Values referred to in GC52.2.

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

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

- (i) 25% of the difference between the amounts identified in the Schedule of Values referred to in GC52.2 and the Employment Report and the amounts identified in Appendix B-2 of the Tender.

- (ii) 25% of the difference between the amounts identified in clause GC55.2 (a) (i) or (ii) and GC55.2 (b) (i) or (ii) and the amount identified in Appendix B-2 or the Schedule of Values referred to in GC52.2 and the Employment Report.

- (c) take the contract out of the Contractor's hands, in accordance with Clause 37 and GC38;

- (d) any other remedy deemed reasonable by the Owner.

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

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

GC56 OBLIGATION TO PROVIDE CONTRACT SECURITY

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

- 56.1.1 less than \$250,000, the Manager may require at the expense of the Owner the Contractor to provide contract security prescribed in GC57.

- 56.1.2 \$250,000 or more, the Contractor shall, at his own expense, provide one or more of the forms of contract security prescribed in GC57.

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

GC57 PRESCRIPTION OF ACCEPTABLE CONTRACT SECURITY

- 57.1 If the Contractor is required to provide contract security pursuant to GC56, the Owner shall accept from the Contractor one or more of the forms of security prescribed in GC57.2. to GC57.6.
- 57.2 A Contractor shall deliver to the Owner:
- 57.2.1 A performance bond and a labour and material payment bond each in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, or,
- 57.2.2 A security deposit in an amount that is equal to 10% of the contract amount referred to in the Articles of Agreement.
- 57.3 A performance bond and a labour and material payment bond referred to in GC57.2.1 shall be in a form as approved by the Federal Treasury Board (Federal Contracts) and be issued by a bonding or surety company that is approved by the Owner.
- 57.4 A security deposit referred to in GC57.2.2, shall be in the form of
- 57.4.1 "A letter of irrevocable guarantee" in the form authorized by the contract authority payable to the Owner that is drawn on a bank to which the Bank Act or the Quebec Savings Banks Act applies;
- or
- 57.4.2 A certified cheque or bank draft from a bank acceptable to the Owner and made payable to the Owner.
- 57.5 The "letter(s) of irrevocable guarantee" referred to in GC57.4.1 shall be
- 57.5.1 Held uncashed until 14 days prior to their expiry date, unless the expiry date is extended for a further term, beyond the contract completion date stated in the Articles of Agreement.
- 57.6 The certified cheque as referred to in GC57.4.2 shall be deposited by the Owner into the Owner's bank account.

GC58 COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRMENTS

58.1 Comprehensive General Liability Insurance with **limits of not less than two million dollars inclusive** per occurrence for bodily injury, death, and damage to property including loss of use thereof. This insurance shall be maintained continuously from commencement of the work until not less than twelve (12) months from the date of the Final Certification of Completion. **The Owner is to be added as an Insured under this policy. Such insurance shall include but is not limited to:**

- 58.1.1 Premises, Property and Operations Liability;
- 58.1.2 Products and Completed Operations Liability;
- 58.1.3 Owners' and Contractors' Protective Liability;
- 58.1.4 Blanket Written Contractual Liability;
- 58.1.5 Non-Owned Automobile Liability;

- 58.1.6 Broad Form Property Damage Extension;
- 58.1.7 Use of explosives for blasting, shoring, excavating, underpinning, demolition, removal, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable;
- 58.1.8 Contingent Employer's Liability;
- 58.1.9 Person Injury Liability;
- 58.1.10 Employees As Additional Insureds;
- 58.1.11 Cross Liability With Respect To Additional Insureds;
- 58.1.12 Asbestos Abatement Liability, as applicable.

GC59 AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS

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

GC60 AIRCRAFT AND WATER CRAFT LIABILITY INSURANCE REQUIREMENTS

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

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

- 61.1 The Contractor shall obtain and pay for Course of Construction Insurance for this Project as described in the following paragraphs.
- 61.2 **All "Risks" Course of Construction Insurance** on a very broad basis, to protect as Insureds, all those who have direct participation in the construction of the Project, for claims which may arise as a result of loss or damage during course of construction.
- 61.3 **Coverage:** "All Risks" of physical loss or damage or destruction while the Project is in course of construction, site preparation, reconstruction, repair, erection, fabrication, testing, and including all materials, equipment machinery, structures, property, fitting, fixtures, betterment, and supplies of any nature whatsoever to enter into and form part of the finished Project while at the site of operations or elsewhere in Canada or the Continental United States or America, all the property of the Insureds or the property of others for which the Insureds have assumed responsibility, or for whom the Insured are required to carry insurance, including while on a river or lake

- crossing ferry in connection with land transportation, and including goods in transit to the site.
- 61.4 **Term:** From the commencement of work to the date of the Substantial Completion as certified by the Owner.
- 61.5 **Limit of Liability:** The limit of liability at the Project site is the estimated full completed value of the Project including, but not limited to, owner-supplied labour or materials, reasonable profit, insurance costs, overhead, taxes, labour, administrative fees and all other expenses which are incurred as additional costs as a result of a partial or total loss.
- 61.6 **Deductible:** The Contractor shall be responsible for a deductible to a maximum of \$50,000.

GC62 GENERAL INSURANCE CONDITIONS

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

END OF GENERAL CONDITIONS



Notice to Property Developers and Contractors

The Territory of Nunavut has enacted several pieces of legislation that governs the construction and renovation of new and existing buildings in the territory. The purpose of this notice is to ensure that the developer and contractor community are aware of their obligations under those pieces of legislation.

Relevant Legislation

Boilers & Pressure Vessels Act

Electrical Protection Act

Fire Prevention Act

Gas Protection Act

Worker Registration

- All electrical workers, communication cable installers, fire alarm installers and technicians, elevator installers or maintainers, gas fitters and welders (who will perform welding procedures on a pressure system) must be registered as such and issued a Nunavut credential **BEFORE** they may perform any type of work in their trade in Nunavut or be issued an installation permit for that work.

Plan Reviews - Electrical Protection Act

- Detailed and complete electrical plans for ALL projects, except for single family homes must be submitted for review **BEFORE** any electrical installation permit may be issued.
- When a project has an electrical demand greater than 200A 3Ø or 400A 1Ø or has a nominal system voltage over 750 volts, the drawings submitted for review, must be stamped or sealed, by an electrical engineer who is authorized to practice within Nunavut.
- Detailed and complete drawings stamped or sealed by an engineer who is authorized to practice in Nunavut for ALL elevating device projects must be submitted for review **BEFORE** any elevating device installation permit may be issued.

Plan Reviews - Boiler & Pressure Vessels Act

- Detailed and complete mechanical plans for any new proposed boiler plant, or for any repairs to the pressure system on an existing plant that are subject to the Boilers & Pressure Vessel Act, must be submitted for review **BEFORE** any boiler or pressure vessel installation permit may be issued.

Plan Reviews – Gas Protection Act

- Detailed and complete gas system plans for ALL projects except for detached single family homes must be submitted for review **BEFORE** any gas system installation permit may be issued.

Plan Reviews – Fire Prevention Act

- For all projects, detailed and complete plans (architectural, mechanical, structural, civil and a “National Building Code” code analysis) must be submitted for review **BEFORE** any project may commence.
- The drawings submitted to the OFM for review must be stamped or sealed by an engineer who is authorized to practice in Nunavut.

Installation Permits

- For all Electrical, Boiler & Pressure Vessels, Elevating Devices, Communications Cable Systems, Fire Alarms and Gas Systems installation permits must be applied for and issued **BEFORE** the installation of any equipment may commence.
- For Electrical installations, an installation permit will only be issued to a Nunavut registered Electrical Worker.
- For Boiler & Pressure Vessel installations, an installation permit will only be issued to a journeyman plumber, pipefitter, boiler maker, a registered Operating Engineer whose Operating Certificate is at least equal to the plant being installed and with permission of the Chief Boiler Inspector, to an Oil Burner Mechanic.
- Installation permits are not required for any boiler plant that has a power rating of less than 30kW or is in a private residence that houses less than 3 families.
- For Gas Systems, an installation permit will only be issued to a Nunavut registered Gas Fitter.
- For Elevating Devices, an installation permit will only be issued to a Nunavut registered Elevator Installer.
- For Fire Alarm Systems, an installation permit will only be issued to a Nunavut registered Electrical Worker or a Nunavut registered Fire Alarm Installer.
- For Communication Cable Systems, an installation permit will only be issued to a Nunavut registered Electrical Worker or a Nunavut registered Communication Cable Installer.
- Installation permits may not be required for all Communication Cable work. Work in a single family home does NOT require a permit. For all other project, it is advisable to confirm the requirements.
- Permit application forms must be completed. Any missing information on a form will result in the rejection of a permit application.
- Permits may be cancelled at any time for non-compliance with any of the requirements found in the legislations having domain.



Notice to Property Developers and Contractors

Inspections - Boiler & Pressure Vessels Act

- Once the entire boiler plant, and all associated ancillary equipment is installed, a compliance inspection will be performed.
- No boiler & pressure vessel plant that is subject to the Act, may be fired nor put under pressure for the first time WITHOUT WRITTEN PERMISSION from the Chief Boiler Inspector. Permission to do so is at the complete discretion of the Chief Boiler Inspector.

Inspections - Electrical Protection Act

- A minimum of three inspections are normally required. A “Power” inspection will be conducted once the main service for a building is ready to be energized.
- A “Cover” inspection will be conducted once the “Rough-In” of a structure’s electrical system has been completely installed.
- NO PORTIONS of the rough-in may be made inaccessible until such time as the rough-in inspection has been conducted and the installation is deemed code compliant.
- In order for a rough-in inspection to be conducted, the in wall mechanical systems (if using hydronic heat) must be fully installed.
- Once the wiring devices are installed and the trim work has been completed, a “Final” inspection of the completed electrical system will be performed.
- Inspection trips to any given community are on an “as needed” basis, with a minimum period between repeat visits to any one community of 30 days.
- An repeat inspection within the 30 day prohibition period is possible, though at the contractors expense. To make such arrangements, contact the Manager of Safety Services.
- An “Acceptance” inspection will be performed on all elevating devices BEFORE they may be put in service.

Inspections – Gas Protection Act

- Once the entire gas system, and all associated ancillary equipment is installed, a compliance inspection will be performed.
- No gas system may be charged with gas nor put under pressure for the first time WITHOUT WRITTEN PERMISSION from the Chief Boiler Inspector. Permission to do so is at the complete discretion of the Chief Boiler Inspector.

1. CODES, STANDARDS, REGULATIONS AND SAFETY REQUIREMENTS

- .1 Execute work in accordance with the latest edition of the *National Building Code of Canada* and Supplements and all codes and standards specified within the text of this specification.
- .2 Comply with all requirements of:
 - i. Nunavut Safety Act and Industrial Safety Regulations
 - ii. Nunavut Worker's Compensation Act and Regulations
 - iii. Nunavut Office of the Fire Marshall
 - iv. Nunavut Labour Act
 - v. Nunavut Environment Protection Act
- .3 Properly secure all glue, solvents, propane cylinders, and other materials which may be hazardous to health and safety against unauthorized access.
- .4 The successful tenderer is responsible for the proper care and storage of propane cylinders on the job site in accordance with the regulations as stated in the *Nunavut Fire Prevention Act* and the *Propane and Storage Handling Code B149.2* Canadian Standards Association.

A copy of the Nunavut Fire Prevention Act is available by contacting:

The Fire Marshall's Office
Department of Community and Government Services
Tel: (867) 975-5310 Fax: (867) 975-5453
- .5 The contractor shall give all required notices and comply with all laws, statutes, rules, regulations, codes and orders of all authorities having jurisdiction relating to the work, to the preservation of the public health and construction safety which are or become in force during the performance of the work.
- .6 The contractor shall obtain the building permits, the electrical permits and the boiler permits.

2. PROJECT CLEAN-UP

- .1 The contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris.
- .2 Remove all waste materials and debris from the site at regular scheduled times in accordance with municipal bylaws and authorities having jurisdiction. Do not burn waste materials on site.
- .3 When an Interim Certificate of Completion has been issued, the contractor shall remove all surplus materials, tools, construction machinery and equipment not required for the performance of the remaining work. The contractor shall also remove any waste materials and debris and leave the work clean and suitable for occupancy.
- .4 When a Final Certificate of Completion has been issued, the contractor shall remove all surplus materials tools, construction machinery and equipment as noted above.

- .5 Before Requesting an Interim or Final Inspection:
 - .1 Clean and polish hardware, mechanical and electrical fixtures;
 - .2 Remove all construction dust by wiping interior storage tanks and mechanical equipment with damp cloths. Clean thoroughly.
 - .3 Remove all snow and broom clean exterior steps, ramps and landings. Clean all interior and exterior surfaces;
 - .4 Ensure all appliance and fixture documentation relating to instructions, warranties and maintenance is available for turnover to Nunavut Housing Corporation and the Local Housing Organization on the day of turnover and acceptance.

3. INSPECTION\TAKE OVER PROCEDURES

- .1 Prior to application for an Interim/Final Certificate, ensure the Work is complete, that major and minor construction deficiencies are complete and corrected and that the building is clean and in condition for occupancy. Request an inspection in writing with a seven-day advance notice.

END OF SECTION

“Window Upgrades” (3 Units / 9 windows)

Labour only Contract

Project Number 6516-325-003

Unit Numbers

122-A/B, 123-B

Scope of Work

Window upgrades

Window installation to include installation of trim and moldings.

Contractor to measure all new windows prior to installation to ensure all sizes are correct.

Contractor to verify any/all bedroom windows meet egress prior to Installation.

Contractor to make all framing alterations needed to ensure all new Windows fit properly.

Contractor to proper insulation and vapour barrier as required.

Contractor to contact Maintenance Manager for inspection prior to trim And new drywall installation.

Contractor to drywall, tape, and paint interior partition wall around window Caused by any water damage.

Contractor to install tyvek and siding on exterior wall that was removed As a result of window replacement.

All window and jamb extensions to be installed as per manufacturer's

Specifications and instructions.

Contractor to ensure all areas between the walls and window frames are insulated.

Contractor to ensure all windows are installed plumb and leveled.

All window jamb extensions to receive 1 coat of primer and 2 coats of finish paint.

All construction methods to conform to NBC (National Building Codes).

Cleanup

All reusable left over new material will be transported to the housing Maintenance shop and the maintenance manager notified.

Supply all labor and equipment for clean-up throughout the construction

Period of this contract and a final clean-up at the construction end.

Contractor shall dispose of old use materials as per Federal and Nunavut Territorial requirements.

“Panel upgrade to Drywall” (1 unit Panels)

Labour only Contract

Project Number 7116-325-001

Unit number

87

Scope of work

Panel upgrades

Drywall installation to include installation of compound mix , drywall Tape.

Contractor to count all drywall, compound mix, baseboards, and Paint to ensure that there is enough to finish the job.

Contractor to remove all the panels inside the unit.

Contractor to proper insulation and vapour barrier as required.

Contractor to contact Maintenance Manager for inspection prior to drywall installation.

Contractor to drywall, tape and paint interior partition

Contractor to paint the drywall 1 coat of primer and 2 coats of finish.

Contractor to install baseboards and window casing.

Cleanup

All reusable left over new material will be transported to the housing maintenance shop and the maintenance manager notified.

Before completions of contract, contact Maintenance Manager for final inspection.

Supply all labour and equipment for clean-up throughout the construction period of this contract and final clean-up at the construction end.

Contractor shall dispose of old use materials as per Federal and Nunavut Territorial requirements.

“ Tub surround upgrade” (1 Unit/ 1 tub surround)

Labour Only Contract

Project Number 6516-325-002

Unit Number

98

Tub surround upgrade

Tub surround installation to include mud and tape on the drywall.

And one coat of primer and two coats of finish.

Contractor to measure all new tub surround prior to installation to ensure all sizes are correct.

Contractor to count all paints, compound mix and drywall to make sure that there is enough material to finish the job.

Contractor to proper insulate and vapour barrier as required.

Contractor to contact Maintenance Manager for inspection prior to installation of drywall.

Contractor to drywall, tape, mud and paint interior partition wall
Caused by any water damage.

Contractor to install tub surround in the bath area.

Contractor to paint 1 coat of primer and 2 coats of finish paint

Contractor to install baseboard and door casing.

Cleanup

All reusable left over new material will be transported to the housing maintenance shop and the maintenance manager notified.

Before completions of contract, contact maintenance manager for final inspection.

Supply all labor and equipment for clean-up throughout the construction period of this contract and a final clean-up at the construction end.

Contractor shall dispose of old use material as per Federal and Nunavut Territorial requirements.

“Counter top and cabinets upgrades” (1 unit)

Labour Only Contract

Project Number 6516-325-001

Unit Number

74

Scope of work

Counter top/cabinets upgrades

Counter top installation to include cabinet’s installation and the plumbing for the kitchen faucet.

Contractor to measure the counter tops and cabinets to make sure that all sizes are correct.

Contractor to ensure all the materials are there to finish the job.

Contractor to remove the counter tops , cabinets and the vanity.

Contractor to contact Maintenance Manager for inspection prior to installation of the cabinets.

Contractor to make adjustments on the cabinets for the plumbing going to the kitchen faucet.

Contractor to install cabinets , counter tops and vanity.

Contractor to put silicone around the counter tops.

Contractor to paint the wall if it needs to be painted near the counter tops and cabinets.

Cleanup

All reusable left over new material will be transported to the housing maintenance shop and the maintenance manager notified.

Before completions of contract, contact maintenance manager for final inspection.

Supply all labor and equipment for clean-up throughout the construction period of this contract and final clean-up at the construction end.

Contractor shall dispose of old use materials as per Federal and Nunavut Territorial requirements.

“Counter top and cabinets upgrades” (1 Unit)

Labour Only contract

Project Number 6516-325-004

Unit Number

108

Scope of work

Counter top and cabinet upgrade

Counter top installation to include cabinet’s installation and the installation of Kitchen faucet.

Contractor to measure the counter tops and cabinets to make sure that all sizes are correct.

Contractor to ensure all the materials are there to finish the job.

Contractor to remove the counter tops , cabinets and vanity.

Contractor to contact Maintenance Manager for inspection prior to installation Of the cabinets.

Contractor to make adjustments on the cabinets for the plumbing going to the Kitchen faucet.

Contractor to install cabinets , counter tops and vanity.

Contractor to put silicone around the counter tops.

Contractor to paint the walls if it needs to be painted near the counter tops or Cabinets

Cleanup

All reusable left over new material will be transported to the housing

Maintenance shop and the maintenance manager notified.

Before completions of contract, contact maintenance manager for final
Inspection.

Supply all labor and equipment for clean-up throughout the construction period
Of this contract and final clean-up at the construction end.

Contractor shall dispose of old use materials as per Federal and Nunavut
Territorial requirements.

“Cabinet and counter top upgrade” (1 unit)

Labour Only contract

Project Number 6516-325-005

Unit Number

122-B

Scope of work

Counter top/cabinet upgrades

Cabinet installation to include installation of kitchen faucet and silicon around
The counter top.

Contractor to measure all cabinets and counter tops prior to installation to
ensure all sizes are correct.

Contractor to ensure all materials are there to finish the job.

Contractor to remove the cabinets and counter tops.

Contractor to contact Maintenance Manager for inspection prior to
Installation of cabinets and counter tops.

Contractor to make adjustments to the cabinets for the plumbing for the
Kitchen faucet.

Contractor to install the counter tops and put silicon around the counter tops.

Contractor to paint the wall if it needs to be painted near the cabinets or
Counter tops.

Cleanup

All reusable left over new material will be transported to the housing
Maintenance shop and the maintenance manager notified.

Before completions of contract, contact maintenance manager for final Inspection.

Supply all labor and equipment for clean-up throughout the construction Period of this contract and final clean-up at the construction end.

Contractor shall dispose of old use material as per Federal and Nunavut Territorial requirements.