



TOWN OF HAY RIVER
INVITATION TO REGISTER
PROJECT NO.: O2009
Construction Equipment
Rental Rates Registration

Interested Contractors are requested to register a list of light and heavy construction equipment and rental rates that will remain in effect until April 30th, 2022, should the Town desire renting the equipment. These quotations are to be provided to cover the rental on an "as and when" required basis. Rates shall include an experienced Operator. These quotations do not apply to renting or leasing unmanned equipment.

Companies registering are required to execute the attached Tender Form and list all equipment together with the rental rates based on the attached conditions. It is a prerequisite that the Tender Form is completed and submitted before the Town will consider any rentals.

To be considered, each tender must be submitted on the Tender Forms provided, via email to pwsdirector@hayriver.com. Tenders will be received not later than May 15th, 2020 at 3:00:00 PM Hay River local time.

Direct enquiries to

Mike Auge
Director of Public Works
Town of Hay River
100-62 Woodland Drive
Hay River, NT X0E 1G1

Phone: (867) 874-6522 ext 217

Fax: (867) 874-3237

Email: pwsdirector@hayriver.com



PROJECT NO.: O2009

**Invitation to Tender the
Registration of Light and
Heavy Construction
Equipment for Rent on an
As & When Basis**

**Closes May 15th, 2020
At 3:00:00 PM Hay River Local
Time**

**Town of Hay River
Instructions to Tenderers**

Please also review the Supplemental Instructions to Tenderers

IT.1 Tender Call

1.1 Due to the COVID-19 impacts, the Town of Hay River office is restricted access and as such electronic bid submissions will be received via email at pwsdirector@hayriver.com and no public opening will take place. Submissions will be received until 3:00:00 PM Hay River local time on the 15th day of May 2020.

1.2 The intent of this Tender is to obtain a formal offer to:

TO REGISTER TO RENT LIGHT AND HEAVY CONSTRUCTION EQUIPMENT TO THE TOWN OF HAY RIVER ON AN “AS AND WHEN” BASIS.

herein referred to as the “Work”.

1.3 Submit one copy of the tender on the tender form provided, signed and sealed, clearly identified with the word “Tender”, and the Project name and the Tenderer’s name, by email to:

pwsdirector@hayriver.com

Phone: (867) 874-6522 ext. 217

Cell: (306) 713-9350

Fax: (867) 874-3237

Due to internet interruptions and variability, Bidders should submit their bid and confirm the Town receiving prior to the closing date and time by calling (306) 713-9350.

1.4 Amendments to the submitted Tender will be permitted if received by email prior to tender closing and if endorsed by the same party or parties who signed the Tender.

1.5 If an arithmetical error is identified by the Contract Authority in the submitted Tender between any Unit Price and the price extension (Unit Price x Quantity of Units), the Unit Price shall govern. The price extension and the Total Tender amount will be corrected accordingly.

IT.2 Acceptance of Tender

2.1 The Town reserves the right to accept the Tender or any part thereof, which it deems to be most advantageous to its interest. The lowest or any Tender will not necessarily be accepted.

IT.3 Duration of Offer

3.1 Tenders shall remain open for acceptance and shall be irrevocable up to April 30th, 2022.

IT.4 Local Purchase Policy

4.1 Tenders shall be subject to the Town’s Local Purchase Policy.

**Town of Hay River
Instructions to Tenderers**

IT.5 Tender Ineligibility

- 5.1 Tenders that are unsigned, late, improperly executed, incomplete, conditional, illegible, obscure or contain arithmetical errors, additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as informal.

IT.6 Commencement and Completion of Work

- 6.1 The Tenderer, in submitting the Tender, agrees that he can complete the Work by the date stated in the Tender Form.

IT.7 Omissions/Discrepancies/Interpretations

- 7.1 Tenderers finding discrepancies or omissions in the description of the Work, or having doubt as to the meaning or intent thereof, shall at once notify the Town, who will, if necessary, send written instructions or explanations to all Tenderers.
- 7.2 Oral interpretations made to any Tenderer shall not result in a modification of any provision of the Tender Documents.
- 7.3 Questions arising during the Tender period should be directed to:

Mike Auge
Director of Public Works
Town of Hay River
100-62 Woodland Drive
Hay River, NT X0E 1G1

Telephone: (867) 874-6522 ext. 217
Cell: (306) 713-9350
Fax: (867) 874-3237
email: pwsdirector@hayriver.com

- 7.4 During the tendering period, Tenderers may be advised by Addenda of any alterations to the Contract Documents. All such changes shall become part of the Contract and their effects shall be reflected in the Tender Price.
- 7.5 The Contract Authority will endeavor not to issue any Addenda later than seven (7) calendar days prior to the Tender closing date.

IT.8 Sales Tax

- 8.1 Tenders shall include applicable unrecoverable sales tax in the Tender price.
- 8.2 If a Tenderer considers that sales tax is refundable on any materials to be provided, he shall make a net tender to the Town on such materials, i.e. with sales tax deducted. On the completion of the Contract, provided the Town is satisfied as to the quantities of such materials incorporated in the work, the Town shall, if requested by the Contractor, provide such documents as may be necessary to assist the Contractor to recover the sales tax for the Contractor's sole benefit. The Town will not undertake to purchase these materials for

**Town of Hay River
Instructions to Tenderers**

the Contractor.

- 8.3 “GST” meaning the Goods and Services Tax charged against the Contractor, pursuant to legislation of the Government of Canada, shall be deemed to replace all previous federal sales tax and shall be recoverable from the Town by the Contractor as set out under the Contract terms of payment.

IT.9 Tender Signing

- 9.1 The Tender must be executed under seal by the Tenderer. If the Tenderer is an individual or a partnership, the Tender shall be executed by the individual or partner in the presence of a witness and the signatory must show the capacity in which he signs (e.g. “Partner” or “Proprietor”). If the Tenderer is a corporation, the Tender shall be executed under the seal of the company, affixed in the presence of the authorized officers or two directors. If the Tenderer is a joint venture, each party to the joint venture shall execute the Tender under seal in the manner appropriate to such party.

IT.10 Appendices to Tender Form

- 10.1 Appendix “A” lists the documents that form part of the Tender documents.
- 10.2 Tenderers shall complete appendices “B” to “D” attached to the Tender Form and submit these with the Tender. Appendices irrelevant to the Tender shall be crossed out and initialed by the Tenderer and/or Contract Authority.

IT.11 Company Registration

- 11.1 The successful Tenderer will be required to be registered as a Business in the Town of Hay River.

IT.12 Contractor’s Capability

- 12.1 The Town considers the capability of a bidder to assume quality and timely completion of the Work to be of utmost importance. Accordingly, if a bidder intends to engage a subcontractor for a significant or critical portion of the Work, such subcontractor shall be designated in the Tender. As part of its evaluation of bids prior to award of the Contract, the Town will take into consideration a subcontractor’s past performance on Town projects, both as to quality and schedule. At any time up to five (5) clear calendar days before bid closing, a bidder may request in writing from the Town as to whether a particular proposed subcontractor has a favorable or unfavorable performance record with the Town.

END OF INSTRUCTIONS TO TENDERERS

**Town of Hay River
Supplementary Instructions to Tenderers**

Project No. O2009 - Construction Equipment Rental Rates Registration

The following Supplementary Instructions to Tenderers take precedent over the General Instructions to Tenderers.

1. Description of Work

To rent Light and Heavy Construction Equipment to the Town of Hay River on an “As and When” basis for short term work, unplanned work, and emergency work. The Town guarantees no set number of rental hours and will terminate the rental of any piece of equipment whenever necessary and will not be obligated to give any notice to the Contractor.

Tenderers are advised that the Town will exercise the option of utilizing the services of any one of the Tenderers who register their equipment with the Town. The Town will attempt to use the Tenderer who in the judgment of the Town offers the best value to the Town of Hay River.

The Town reserves the right to tender projects that will utilize in excess of fifty (50) hours of estimated equipment hours.

Tenderers are advised that the Town of Hay River will only enter into an agreement with a Tenderer after the Town has issued a purchase order for work on an “as and when basis” to the Tenderer.

2. Term of Contract

The term of this agreement will be from May 1st, 2020 to April 30th, 2022.

3. Town’s Obligations

- 3.1. The Town will be responsible for obtaining the location of all existing utilities involved in the Work.
- 3.2. The Town will supply any necessary site access and permits required for each specific site.
- 3.3. The Town will pay invoices approved by the Contract Authority on a monthly basis.

4. Payment

- 4.1. The Town will pay hourly equipment rental rates for time actually worked by the equipment, or for time that the Equipment Operator was available on the job site for work.
- 4.2. Time for payment shall commence from the time that the piece of equipment leaves the Contractor’s yard and shall end when the job is completed for that day. If the equipment is left on the job site, time for payment will end when the job is finished for that day. When a piece of equipment (such as a rubber-tired hoe equipped with a plate tamper) is mobilized to the job site well in advance of when it is required on the job, the time it is on standby at the jobsite will not be paid. Time will start when the unit is used. The same criteria apply to a machine (such as a concrete breaker or pavement saw) used at the start of the work but remaining on the jobsite after its use is finished. Time will cease being paid when the machine has completed its work.
- 4.3. The Town will not pay for the time that it takes to return the equipment to the Contractor’s yard.

**Town of Hay River
Supplementary Instructions to Tenderers**

Project No. O2009 - Construction Equipment Rental Rates Registration

- 4.4. The Town will not pay for any mobilization costs or the hourly rates of trucks or other equipment for hauling “as and when rental equipment” to the jobsite.
 - 4.5. The Town will not pay for equipment time when the equipment is left on the job site for the Contractor’s convenience and economy.
 - 4.6. Payment will be once a month, based on Certified Daily Reports.
 - 4.7. The Town will not pay for time the Contractor spends on servicing or repairing any piece of equipment.
- 5. Obligations of the Contractor**
- 5.1. The Contractor shall supply equipment in good working order, complete with an experienced operator.
 - 5.2. The Contractor shall supply proof of ownership for all equipment for which a price has been proposed for the register. Each piece of equipment without proof will be disqualified from the registration.
 - 5.3. The Contractor shall be responsible for any damages and liabilities caused by faulty equipment, poor judgment and mistakes of the Equipment Operator and for any damages caused to existing utilities, properly located and identified by the Town or its agents.
 - 5.4. Equipment rates shall include but not be limited to:
 - 5.4.1. Overhead costs
 - 5.4.2. Maintenance costs
 - 5.4.3. Operational costs
 - 5.4.4. Operator associated costs
 - 5.4.5. Permits
 - 5.4.6. Transportation to Site
 - 5.5. Any piece of equipment being rented for more than ten (10) continuous working days may require a recorder to be installed on the machine. This shall be the sole responsibility of the Contractor.
 - 5.6. The Contractor’s Equipment Operator shall sign and submit at the end of each working day, Daily Equipment Time Reports to the Contracting Authority for certification. The Contracting Authority will retain one copy. These reports shall include the following information:
 - 5.6.1. The time that the equipment left the Contractor’s yard
 - 5.6.2. Description of equipment
 - 5.6.3. Operator’s name
 - 5.6.4. Date
 - 5.6.5. Hours of Equipment Operation
 - 5.6.6. Location of Job Site
 - 5.6.7. Purchase Order Number (Obtained from Contracting Authority)
 - 5.7. Regular hours of work shall be from 8:00 am to 5:00 pm local time. However, for convenience or economy the Town may choose to work longer hours, the maximum

**Town of Hay River
Supplementary Instructions to Tenderers**

Project No. O2009 - Construction Equipment Rental Rates Registration

hours on any given day will be twelve hours. In the event of an emergency where a danger to life and or property exists, the Contractor shall have his equipment and operator available to work longer than the twelve hours if so requested by the Town.

- 5.8.** The Contractor shall refrain from destroying, removing or clearing trees, timber and shrubs to an extent greater than is necessary for the execution of the contract and shall execute all work in a manner than will minimize the release of silt, cement, petroleum products and other materials deleterious to aquatic life, into surface or subsurface water bodies. The Contractor shall be responsible for any spill attributable to the operation of his equipment.

The Contractor shall take all reasonable precautions to prevent workers or other persons from removing or damaging fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site and upon discovery thereof and before removal, shall acquaint the Contracting Authority of such discovery and carry out at the expense of the Town of Hay River the Contracting Authority's orders as to the preservation and disposal of the same.

End of Supplementary Instructions

**Town of Hay River
Registration Form**

Project No. O2009 - Construction Equipment Rental Rates Registration

8. That all applicable taxes (except GST) and duties are included in the tender price;
9. That the estimate of quantities shown in the Tender Form serves only to provide a basis for comparing tenders and that no representations have been made by either the Town or the Contracting Authority that the actual quantities will even approximately correspond therewith, and further, that the Town has the right to increase or decrease the quantities in any or all items and to eliminate items entirely from the work;
10. That this tender is made without knowledge of the tender prices to be submitted for this work by any other company, firm or person;
11. That this tender is made without connection or arrangement with any company, firm or person submitting a tender for this work;
12. That this tender is made without any undisclosed connection or arrangement with any other company, firm or person having an interest in this tender or in the proposed contract;
13. That this tender is irrevocable up to April 30th, 2022;
14. That payment for the work done will be made on the basis of the quantities measured by the Contracting Authority and at the tender prices shown in the Tender Form which shall be compensation in full for the work done under the terms of the Contract;
15. That the payment of any Contingency Allowance or portion thereof will only be made in the event that the Contract Authority authorizes work, in which case the amount of payment will be determined as specified in the General Conditions. Any unused portion thereof will be retained by the Town;
16. The following Addenda have been received and the modifications noted therein have been considered and the effects are included in the tender prices:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

**Town of Hay River
Registration Form**

Project No. O2009 - Construction Equipment Rental Rates Registration

FOR INCORPORATED BUSINESS

This tender is executed under corporate seal at the _____ of _____ in the

This _____ day of _____, 2020

Company Name: _____

Address: _____

Corporate
Seal

Authorized Signature

Authorized Signature

FOR INDIVIDUAL OR PARTNERSHIP

This tender is executed under witness at the _____ of _____ in the

This _____ day of _____, 2020

Signed in the presence of
and witnessed by:

Signature of Tenderer

Print Name of Witness

Company Name: _____

Address: _____

Note: If the Tender is by joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**Town of Hay River
Registration Form**

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LIST OF TENDER DOCUMENTS
Appendix "A"

TENDER DOCUMENTS	Pages
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**Town of Hay River
Registration Form**

Project No. O2009 - Construction Equipment Rental Rates Registration

PROPOSED LOCAL INVOLVEMENT
Appendix "B"

EXPENDITURES	LOCAL \$	OTHER \$	TOTAL \$
General Contractor			
Payroll			
Material			
Equipment			
Transportation			
Accommodation			
Other Costs			
SUB-TOTAL			

Sub-Contractor/Supplier			TOTAL \$
Payroll			
Material			
Equipment			
Transportation			
Accommodation			
Other Costs			
SUB-TOTAL			

Sub-Contractor/Supplier			TOTAL \$
Payroll			
Material			
Equipment			
Transportation			
Accommodation			
Other Costs			
SUB-TOTAL			

**Town of Hay River
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LIST OF SUBCONTRACTORS
Appendix "C"

The following are a list of Subcontractors we propose to use for the Divisions or Sections of Work listed hereunder, and I/we agree that if any changes are made without written authorization, the contract may be terminated at the option of the Town.

Name of Subcontractor	Division or Section of Work

Failure to complete this appendix may result in the Tender being disqualified.

**Town of Hay River
Registration Form**

Project No. O2009 - Construction Equipment Rental Rates Registration

Appendix "D"

The Contractor hereby offers the equipment listed below at the hourly rate quoted below:

**As and When Equipment Rental Rates
Equipment List**

Please quote only the items of this request that the required equipment is presently in the fleet and capable of operation with the specified 12-hour notice.

1.0 Gravel/Dump Trucks

Supply of tandem axle dump truck with driver (Body job)	\$	/hr.
Supply of tandem axle tractor with trailer and driver	\$	/hr.

2.0 Tracked Excavators

Supply of tracked backhoe CAT235/335 or equivalent with operator and bucket	\$	/hr.
Make & Model _____		
Accessories:		
Hoe Pac _____	\$	/hr.
Ripper _____	\$	/hr.
Brush cutter _____	\$	/hr.
Supply of tracked backhoe CAT225/325 or equivalent with operator and bucket	\$	/hr.
Make, Model & Year _____		
Accessories:		
Hoe Pac _____	\$	/hr.
Ripper _____	\$	/hr.
Brush Cutter _____	\$	/hr.
Supply of tracked backhoe CAT180/312 or equivalent with operator and bucket	\$	/hr.
Make, Model & Year _____		
Accessories:		
Hoe Pac _____	\$	/hr.
Ripper _____	\$	/hr.
Brush Cutter _____	\$	/hr.

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3.0 Articulated Wheel Loaders-

Supply of articulated wheel loader 4 yard or greater bucket capacity with operator Make, Model & Year _____	\$	/hr.
Supply of articulated wheel loader less than 4 yard bucket capacity with operator Make, Model & Year _____	\$	/hr.

4.0 Crawler Dozer

Supply of Crawler Dozer 275 HP or greater with operator Make, Model & Year _____	\$	/hr.
Accessories:		
Winch _____	\$	/hr.
Ripper _____	\$	/hr.
N/A _____	\$	/hr.
Supply of Crawler Dozer 140 HP to 275 HP with operator Make, Model & Year _____	\$	/hr.
Accessories:		
Winch _____	\$	/hr.
Ripper _____	\$	/hr.
N/A _____	\$	/hr.
Supply of Crawler Dozer less than 140 HP Make, Model & Year _____	\$	/hr.
Accessories:		
Winch _____	\$	/hr.
Ripper _____	\$	/hr.
N/A _____	\$	/hr.

5.0 Skid Steer Loader

Supply of wheel mounted Skid steer with operator & bucket Make, Model & Year _____	\$	/hr.
Accessories:		
Auger _____	\$	/hr.
Brush Cutter _____	\$	/hr.
N/A _____	\$	/hr.
Supply of track mounted Skid steer Make, Model & Year _____	\$	/hr.
Accessories:		
Auger _____	\$	/hr.
Brush Cutter _____	\$	/hr.
N/A _____	\$	/hr.

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6.0 Rubber Tire Backhoe/Loader

Supply of Rubber Tire Backhoe/Loader with operator.	\$	/hr.
Make, Model & Year _____		
Accessories:		
Hoe Pac _____	\$	/hr.
_____	\$	/hr.
_____	\$	/hr.

7.0 Hoisting Picker Equipment

Make, Model, Year & Capacity _____	\$	/hr.
Make, Model, Year & Capacity _____	\$	/hr.
Make, Model, Year & Capacity _____	\$	/hr.

8.0 Road Watering Truck

Supply of a road watering truck complete with a minimum 2400mm (8') spray bar with a cab operated delivery valve capable of even delivery across the width of the spray bar at the predetermined rate.	\$	/hr.
--	----	------

9.0 Compaction Equipment

Supply of smooth drum vibratory compactor Make, Model, Year & Capacity _____	\$	/hr.
Supply of sheep pad drum vibratory compactor Make, Model, Year & Capacity _____	\$	/hr.
Supply of Jumping Jack compactor	\$	/day.
Supply of Plate Tamper	\$	/day.

10.0 Personnel

Foreman	\$	/hr.
Laborer	\$	/hr.
Laborer/Pipelayer	\$	/hr.
Welder (Certified) with Welding Truck & Equipment	\$	/day

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11.0 Pumps

2" gas operated pump	\$	/day.
2" electric submersible	\$	/day.
3" Pumps	\$	/day.
4" Pumps	\$	/day.
6" Pumps	\$	/day.

All pumps to be supplied with the following: 5m Suction Hose, 30m Discharge Hose

12.1 Miscellaneous

Pick-up Truck	\$	/hr.
Pilot Vehicle	\$	/hr.
Light Tower/Generator	\$	/hr.

Notes:

1. All equipment and vehicles are to be in good condition, with no fluid leaks, properly licensed and insured and operated by a properly licensed operator.
2. Contractors providing equipment or services shall hold a valid business license in the Town of Hay River.
3. There will be no standby time paid unless it is requested by the Town of Hay River.
4. Where there is a value consideration between equipment offered the Alberta Roadbuilders and Caterpillar Handbooks will be used to assess the best choice.
5. The Town of Hay River reserves the right to assemble a crew of equipment and manpower from one contractor. The contractor will be determined from the lowest aggregate total price of crew and equipment.
6. Equipment shall be available at 12 hrs. notice. If the equipment cannot be provided at the time requested a different contractor will be contacted.

**Town of Hay River
Registration Form**

Project No. O2009 - Construction Equipment Rental Rates Registration

OPTIONS AND SUBSTITUTIONS SPECIFIED BY THE TOWN
Appendix "E"

The following are our prices for the Option/Substitutions listed hereunder. Such Options and Substitution Work and amounts are NOT included in our Stipulated Price. (If not used, bar and initial the space below.)

Description of Options and Substitutions	Effect of Stipulated Price (\$)	
	Addition	Deduction

**Town of Hay River
Registration Form**

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OPTIONS PROPOSED BY CONTRACTOR
Appendix "F"

The following are our prices for the Options listed hereunder. Such Options and amounts are NOT included in our Stipulated Price. (If not used, bar and initial the space below.)

Description of Separate/Alternative Work	Effect of Stipulated Price (\$)	
	Addition	Deduction

**Town of Hay River
Registration Form**

Project No. O2009 - Construction Equipment Rental Rates Registration

**PLANT AND EQUIPMENT LIST
Appendix "G"**

The following list is the complete description of the plant and equipment I/we propose to use in the execution of this contract. Such equipment is available for inspection prior to the award of contract and shall be moved to the project site upon direction and shall not be removed without written approval; until the completion of the contract. (If not used, bar and initial the space below.)

Description of Unit, Make, Model, Year and Serial No.	Capacity & Horsepower Rating	Auxiliary and/or Special Equipment, Power Take-off, Power Control Units	Condition Rating	Present Location

END OF TENDER FORM

THE TOWN OF HAY RIVER

SERVICE CONTRACT

GENERAL CONDITIONS

GENERAL CONDITIONS

1.0 GENERAL PROVISIONS

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1.1 GENERAL PROVISIONS

1.2 Definitions

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

1. **"Articles of Agreement"**: the executed Articles of Agreement;
2. **"Town", "Contractor", "Contract Authority"**: the parties identified in the Articles of Agreement, as designated in writing to each of the other parties. Such parties are referred to throughout the Contract Documents as if singular in number and masculine in gender;
3. **"Claim"**:
 1. a demand or assertion by the Town or the Contractor seeking an interpretation of Contract terms, an Adjustment, or other relief with respect to the terms of the Contract;
 2. other disputes and matters in question between the Town and the Contractor arising out of or relating to the Contract, and/or
 3. allegations by the Town or the Contractor of errors or omissions on the part of the Contract Authority;
4. **"Contract"**: the undertaking by the parties to perform their respective duties and discharge their obligations as set out in the Contract Documents which represents the entire agreement between the parties;
5. **"Contract Documents"**: the documents referred to in the Articles of Agreement;
6. **"Contract Price"**: the sum stated in the Articles of Agreement and as may be amended during the progress of the Work;
7. **"day"**: a calendar day;
8. **"GC"**: a reference to a clause in these general conditions;
9. **"Laws and Regulations"**: any and all applicable laws, rules, regulations, by-laws, codes and orders of any and all government bodies, agencies, authorities and courts;
10. **"Subcontractor"**: a party having a contract with the Contractor for the performance of any part of the Work;
11. **"Work"**: all or any part of the construction and services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill his obligations under the Contract.

1.3 Documents

1. It is the intent of the Contract Documents to include all labor, materials, equipment and services necessary to perform the Work in accordance with the Contract Documents. Any work, materials or equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result, will be furnished and performed

by the Contractor, whether or not specifically called for.

2. The Contract represents the entire agreement between the Town and the Contractor and supersedes prior negotiations, representations or agreements, either written or oral.
3. When words or phrases, which have a well-known technical or construction industry or trade meaning, are used in the Contract Documents, they shall be interpreted in accordance with that meaning.
4. Where specified codes or standards are not dated, the contractor shall conform to the latest issue of specified codes or standards as amended and revised to the tender closing date.
5. The Contract Documents shall not be construed to create a contractual relationship of any kind between:
 1. the Town and a Subcontractor or sub-subcontractor, or
 2. between any persons or entities other than the Town and the Contractor.

1.4 Copyright

Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called the "property") shall vest in the Town and the Contractor hereby absolutely assigns to the Town, the copyright in the property for the whole of the term of the copyright.

1.5 Time of the Essence

The dates and time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1.6 Addition and Deletion of Provisions

1. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.
2. No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
3. This contract may be extended by the written consent of the parties.

1.7 Change Order

The Scope of work as outlined in the Unit Price Table of the Tender Form may be changed by the Contractor and the Contract Authority with a written agreement.

1.8 Rights and Remedies

The failure of either party at any time to require the strict performance of any provision or requirement of the Contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.

1.9 Successors

This contract shall enure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.

1.10 Applicable Law

This Contract shall be deemed to have been made in the Northwest Territories and shall be governed by and interpreted in accordance with the laws of the Northwest Territories.

2.1 TOWN'S OBLIGATIONS**2.2 Payment**

1. Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later.
2. Delay by the Town in making payments when they are due pursuant to this provision shall not be a breach of the Contract by the Town.
3. Unless otherwise stated in the Contract, when the Town delays in making a payment that is due pursuant to this clause, the Contractor shall be entitled to receive simple interest on the amount that is overdue, at the current lending rate granted to the Town by the Town's main banker.
4. The Town having given written notice of a breach may withhold or hold back in whole or in part any part any payment due the Contractor without penalty, expense or liability, if in the opinion of the Contract Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such hold back shall continue until the breach has been rectified to the satisfaction of the Town.
5. Without limiting any right of set-off or deduction given or implied by law or elsewhere in the Contract Documents, the Town may set-off any amount payable to the Town by the Contractor against any amount payable to the Contractor by the Town.

2.3 Site Availability

1. The Town shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access to the Site and any other lands designated for the use of the Contractor.
2. Except for permits and fees which are the responsibility of the Contractor under GC 3.11, the Town shall obtain and pay for necessary approvals, easements and charges required for the development of the Site and for the use or occupancy of permanent structures or for permanent changes in existing facilities.

2.4 Contract Authority

1. Unless otherwise provided in the Contract Documents, the Town shall communicate with the Contractor through the Contract Authority, and the Contractor shall communicate with the Town through the Contract Authority.
2. The Town may delegate the position of Contract Authority to any employee, officer, or agent of the Town.
3. In the event that the Contractor is, in the opinion of the Contract Authority, in default in respect of any obligation of the Contractor hereunder the Town may do any act as it deems necessary to rectify such default and the Town may deduct or set off the cost of such rectification against any payment due the Contractor.

2.5 Materials Supplied by the Town

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

2.6 Termination by Town

1. The Town may terminate this contract at any time without penalty upon giving written notice to this effect to the Contractor if, in the opinion of the Contract Authority, the Contractor is unable to deliver the service as required, the Contractor's performance of work is persistently faulty, in the event that the Contractor becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labor dispute delays or threatens to delay timely performance of the contract or the Contractor defaults or fails to observe the terms and conditions of the contract in any material respect.
2. The Town may terminate this contract without penalty, expense or liability at any time for any reason whatsoever upon giving ten (10) days written notice to this effect to the Contractor.
3. This contract shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the Town for work performed to the date of termination.

3.1 CONTRACTOR'S OBLIGATIONS

3.2 General Obligation

Notwithstanding any omissions from the Contractor's tender, the Contractor is required to perform all of the Work required by the Contract Documents and which can be reasonably inferred from them as being necessary to produce the intended result, within the time allotted in the approved schedule. The Contractor shall execute the Articles of Agreement, in the form set out in the Contract Documents.

3.3 Confidentiality

Any information obtained from, or concerning, the Town, or the Town's clients, by the Contractor, its agents or employees in the performance of any contract shall be confidential. The Contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all materials and information that is the property of the Town and in the possession of or under the control of the Contractor. This clause survives the termination of this contract.

3.4 Independent Contractor

The Contractor is an independent Contractor with the Town of Hay River and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the Town and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, worker's compensation and any payroll tax.

3.5 Regulations

The Contractor shall comply with all Laws and Regulations affecting the execution of the Work, including all applicable Federal, Territorial and local laws and regulations pertaining to socio-economic and environmental matters.

3.6 Indemnification and Liability

1. The Contractor shall indemnify and hold harmless, the Town, its officers, employees, servants and agents from and against all claims and proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the contractor under this contract. Such indemnity shall survive completion or termination of the Contract.
2. Nothing contained in the Contract Documents or any approval, express or implied, of the Contract Authority or Town shall relieve the Contractor of any liability for latent defects or any liability which may be imposed by law.
3. The Contractor shall be liable to the Town for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the Contractor's control.

4. The Contractor shall notify the Town immediately of any claim, action, or other proceeding made, brought prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the services under this contract.

3.7 Assignment

The Contractor shall not assign or delegate work to be done under this contract, or any part thereof to any other party without the written consent of the Town. If Subcontractors are identified in the contract, the Contractor shall not change these Subcontractors without the advance written consent of the Town. If any changes are made without consent, the Contract may be terminated at the Town's option, in accordance with GC 2.5.

3.8 Subcontractors

1. The Contractor shall not employ any Subcontractor without the approval of the Town. Once the names of the proposed Subcontractors have been submitted, the Contractor shall not change these Subcontractors without the advance written consent of the Town. If changes are made without consent, the Contract may be terminated at the Town's option, in accordance with GC 2.5.
2. The Contractor shall be fully responsible to the Town for the acts and omissions of Subcontractors, their agents, employees, and all parties engaged by the Contractor or its Subcontractors for the provision of work or the supply of materials.
3. The Contractor agrees to incorporate the terms of the Contract Documents into all the Contractor's subcontract agreements.

3.9 Local and Northern Involvement

1. The Contractor shall use local and northern labor 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.
2. The Contractor shall follow his Proposed Local Involvement as submitted in his Tender recognizing that his Tender was subject to the Town's Local Purchase Policy which establishes guidelines which provide a local purchase preference to Local Businesses in HayRiver, as follows:
 1. All purchases less than \$2,000.00 shall be made from Local Businesses.
 2. For purchases in excess of \$2,000.00, a purchase preference shall be provided to Local Businesses, which shall not exceed ten (10%) percent over the price which a purchase could be obtained from a business other than a Local Business.
 3. The maximum purchase preference which can be extended to any local business for any one tender, purchase, or contractor, shall be limited to \$10,000.00.
 4. The Senior Administrative Officer of the Town of Hay River shall account for all purchase preference extended to Local Business.

5. In the event that Local Businesses are not able to supply a service or product, or in the event that the Town requires a specific product, and local businesses are not able to make the service or product available, the Senior Administrative Officer may authorize purchases from a supplier other than from a local business.

3.10 Site Conditions

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

3.11 Goods and Services Tax

1. The Contractor shall pay all government sales taxes including Goods and Services Tax (G.S.T.), customs duties and excise taxes with respect to the contract. Goods and Services Tax shall be listed separately as provided in the Schedule of Quantities.
2. The Contractor will clearly show its G.S.T. Registration Number on all invoices.

3.12 Royalties

Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for obtaining building materials required for the Work.

3.13 Permits and Fees

The Contractor shall procure and have available upon request of the Contract Authority, all permits, certificates and licences required by applicable law, in order to carry out the Work.

3.14 Records to be Kept by Contractor

1. The Contractor shall maintain complete records of the Contractor's estimated and actual costs of the Work together with all tender calls, quotations, contracts, correspondence, invoices and receipts. In accordance with the terms of the Contract, these documents shall be available for audit and inspection by the Town or by persons acting on behalf of the Town when requested. The Contractor shall furnish any such person with any information he may require from time to time in connection with these records.
2. Records maintained by the Contractor shall be kept intact for three (3) years after the expiry of this agreement.
3. The Contractor shall ensure that all its Subcontractors comply with the above requirements.

3.15 Termination by Contractor

Where the Town is in substantial breach of the terms of the Contract, the Contractor may, without prejudice to any other rights or remedies it has, terminate the Contract by giving the Town ten (10) days' written notice, during which time the Town may remedy the breach.

3.16 Insurance

1. All required insurance policies shall be with insurers licensed to underwrite insurance in the Northwest Territories and signed by representatives licensed to do so for insurance in the Northwest Territories.
2. The Contractor shall require and ensure that his Subcontractors maintain liability insurance comparable to that required below.
3. If the Contractor fails to provide or maintain insurance as required by this General Condition or elsewhere in the Contract Documents, then the Town shall have the right to provide and maintain such insurance and give evidence to the Contractor and the Contract Authority. The Contractor shall pay the cost thereof to the Town on demand or the Town may deduct the costs from monies which are due or may become due to the Contractor.
4. Where an insurer fails or refuses to pay any claims under an insurance policy covering the activities of the Contractor or a Subcontractor relating to or arising out of the Work, the Contractor shall not be released from any liability arising under the Contract.
5. Without restricting the generality of GC 3.5, the Contractor shall provide, maintain and pay for during the period of this agreement, the insurance coverage's listed in this provision. Prior to commencement of the Work, the Contractor shall provide the Town with confirmation of coverage, and, if required, a certified true copy of the policies certified by an authorized representative of the Insurer. The insurance coverage's required are as follows:

1. General Liability Insurance

Contractor's comprehensive general or commercial general liability insurance shall have limits of not less than two million dollars (\$2,000,000) per occurrence with a property damage deductible not exceeding two thousand five hundred dollars. The insurance provided shall be no less broad than the insurance provided by IBC Form 2100 or its equivalent replacement and shall include a standard non-owned automobile policy including a blanket contractual liability endorsement. To achieve the required limit, umbrella or excess liability insurance may be used. All liability coverage shall be maintained for completed operations hazards from the completion date of the Contract date on an ongoing basis for a period of not less than six years from the date of such completion. The policy shall be endorsed to provide the Town with not less than thirty days' written notice in advance of any cancellation, change or amendment restricting coverage.

2. Automobile Liability Insurance

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than two million dollars inclusive per occurrence for bodily injury, death, and damage to property and covering all licensed vehicles owned or leased by the Contractor, endorsed to provide the Town with not less than fifteen days' written notice in advance of any cancellation, change or amendment restricting coverage.

3. Aircraft and Water craft Liability Insurance

Where such risks exist, the Contractor shall obtain aircraft and water craft liability insurance with respect to owned or non-owned aircraft and Water craft if used directly or indirectly in the performance of the Work, including use of additional premises, and shall have limits of not less than two million dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, and limits of not less than two million dollars for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Town. The policies shall be endorsed to provide the Town with not less than fifteen days' written notice in advance of any cancellation, change or amendment restricting coverage.

4. Contractor's Equipment Insurance

The Contractor shall give proof of insurance in a form acceptable to the Town of "all risks" Contractor's equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels. The insurance shall be in a form acceptable to the Town and shall not allow subrogate claims by the insurer against the Town. The policies shall be endorsed to provide the Town with not less than fifteen days' written notice in advance of cancellation, change or amendment restricting coverage.

5. Other Insurance

The Contractor shall provide, maintain and pay for any additional insurance required to be provided by law, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in the Contract Documents.

END OF GENERAL CONDITIONS