

## NNI POLICY AND NNI POLICY APPEALS PROCESS

### NNI Policy Appendix "A"

**Employment Contract** - a Contract which establishes an employer-employee relationship.

**Financial Administration Act** - the Financial Management Act, R.S.N.W.T. 1990 (as adopted by Nunavut) c. F-3 and amendments thereto.

**General Contractor** - a Contractor who contracts to undertake an entire Contract, rather than a portion of the Contract.

**Goods Contract** - a Contract for the purchase of articles, commodities, equipment, goods, materials or supplies which may include installation.

**Government** - the Government of Nunavut.

**Government of Nunavut** - all Territorial Government departments and all public agencies defined by the Financial Administration Act, S.N.W.T. 1987 (1), c.16, Part IX, and Schedules A, B, and C, as amended for Nunavut pursuant to s.29 and 76.05 of the federal Nunavut Act but excluding the Northwest Territories Power Corporation.

**Inuit (singular: Inuk)** - 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.

**Inuit Content** - 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

**Inuit Enrolment List** - the list of Inuit maintained by Nunavut Tunngavik Incorporated under Article 35 of the Nunavut Land Claims Agreement.

**Inuit Firm** - an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is

- (i) a limited company with at least 51% of the company's voting shares beneficially owned by Inuit, or
- (ii) a cooperative controlled by Inuit, or
- (iii) an Inuk sole proprietorship or partnership; and

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- (iv) able to present evidence of inclusion on NNT's Inuit Firms Registry.

**Inuit Firms Registry** - the list of Inuit Firms that is maintained by Nunavut Tunngavik Incorporated in accordance with Article 24.7.1 of the Nunavut Land Claims Agreement.

**Inuit Labour** - labour, including professional services, provided in any capacity by an Inuk or Inuit, and not necessarily through an Inuit Firm.

**Inuit Training** - Training of an Inuk or Inuit related to a specific Contract that has been pre-approved by the Contract Authority.

**Inuk Project Manager** - an Inuk [ordinarily resident in the Subject Community] who is capable of undertaking all aspects of the management of the project, and has decision-making authority over day-to-day matters affecting the project.

**Invite** - to call publicly for Bids.

**Local Business** - a Nunavut Business which has been resident in the Subject Community for the four months prior to application and in addition complies with the following criteria:

- (i) maintains an approved place of business by leasing or owning office, commercial or industrial space or where applicable, residential space, in the community on a year-round basis for the primary purpose of operating the subject business, and
- (ii) maintains a Local Resident Manager, and
- (iii) undertakes in the Subject Community the majority of its management and administrative functions related to its operations in the Subject Community, and
- (iv) has applied for and received designation as a Local Business at least two weeks prior to the Tender opening.

**Local Content** - the goods and services required by the Contract and supplied by any Local Business or Local Labour. Local Content may include:

- (i) goods, services or labour supplied by a local business acting as the General Contractor. These are referred to as "own forces";
- (ii) goods, services or labour supplied by any other Local Business or Local Supplier that are required for the completion of the Contract and are provided for by the Contract.

**Local Labour** - labour of Local Residents related to a Contract, not necessarily through a Local Business.

**Local Resident** - a Nunavut Resident who has been ordinarily resident in the subject community for the last four months.

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**Local Resident Manager** - a Local Resident who is capable of undertaking all aspects of the management of the Local Business and has absolute decision-making authority over day to day matters affecting the Local Business. The Government of Nunavut may waive this requirement in the case of a newly appointed Local Resident Manager, on proof that within six months the Local Resident Manager will have met the residency requirements.

**Local Supplier** - a supplier of goods in the Subject Community, to whom the public has access and from whom the public may purchase directly from a Representative Inventory of items offered for sale. The supplier must be and must have been a Local Resident for the four (4) months prior to application. The Government of Nunavut may recognize as a Local Supplier a business that does not "physically" carry in inventory specific goods due to factors such as high cost/low demand, made-to-order goods, or articles of a nature that the Government is the sole requisitioner.

**Nunavummi Nangminiqagtunik Ikajuuti (NNI)** - the name of this Policy in Inuktitut, meaning "Assistance for Nunavut Businesses".

**Nunavummi Nangminiqagtunik Ikajuuti Business Directory** - the list of Nunavut Businesses that have applied and met the requirements of the NNI for Nunavut Business Status.

### **Nunavut Business**

A business which complies with the legal requirements to carry on business in Nunavut, and meets the following criteria:

- (i) is a limited company with at least 51% of the company's voting shares beneficially owned by Nunavut Residents, or
- (ii) is a co-operative with at least 51% of the Residents' voting shares beneficially owned by Nunavut, or
- (iii) is a sole proprietorship, the proprietor of which is a Nunavut Resident, or
- (iv) is a partnership, the majority interest in which is owned by Nunavut Residents and in which the majority benefits, under the partnership agreement, accrue to Nunavut Residents and complies with :
- (v) maintains a registered office in Nunavut by leasing or owning office, commercial or industrial space or in the case of service oriented businesses, residential space, in Nunavut on an annual basis for the primary purpose of operating the subject business, and
- (vi) maintains a Resident Manager, and
- (vii) undertakes the majority of its management and administrative functions related to its Nunavut operations in Nunavut, and

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- (viii) has received designation as a Nunavut Business at least two (2) weeks prior to the Tender opening.

**Nunavut Content** - the goods and services required by the Contract and supplied by any Nunavut Business or Nunavut Supplier. Nunavut Content may include:

- (i) goods, services or labour supplied by a Nunavut Business acting as the General Contractor. These are referred to as "Own Forces";
- (ii) goods, services or labour supplied by any other Nunavut Business or Nunavut Supplier that are required for the completion of the Contract and are paid for by the Contract.

**Nunavut Resident** - a person who:

- (i) is on the NTI Inuit Enrollment List; or has spent the last twelve months ordinarily resident in Nunavut, and
- (ii) has a valid Nunavut Healthcare Card and/or other accepted proof of residency such a Nunavut General Hunting Licence, a Nunavut Driver's Licence, a lease or rental receipt, and provides a physical address where residing.

**Nunavut Supplier** - a Nunavut Business that is a supplier of goods to which the general public has access and from whom the general public can purchase directly from a Representative Inventory of items offered for sale.

**Nunavut Land Claims Agreement (NLCA)** - the Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, signed on May 25, 1993, and any amendments thereto.

**Nunavut Tunngavik Incorporated (or NTI)** - the corporation incorporated under the Canada Corporations Act, and the Inuit party to the Nunavut Land Claims Agreement.

**Own Forces** - goods, services or labour supplied by a Nunavut Business acting as the General Contractor.

**Professional Services** - services such as legal, accounting or consulting services provided to the Government of Nunavut by way of a Contract by an individuals or professional service companies.

**Proponent** - an individual, partnership, corporation or cooperative who submits a Proposal.

**Proposal** - an offer, either unsolicited or in response to a Request for Proposals, to propose a solution to a problem, need or objective, under stated terms and conditions.

**Public Agency** - any public agency defined by the Financial Administration Act, S.N.W.T. 1987 (1), c.16, Part IX, and Schedules A, B, and C, as amended for Nunavut pursuant to s.29 and 76.05 of the federal Nunavut Act, but excluding the Northwest Territories Power Corporation.

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**Public Board** – Those boards defined as Public Boards in the Financial Administration Act Regulations concerning Government contracts.

**Public Tender** - a Request for Bids made by public advertisement.

**Qualification Committees** - committees in the Kivalliq, Kitikmeot, and Baffin Regions chaired by the Responsible Department, and responsible for determining the eligibility of businesses to be included on the **Nunavummi Nangminiaqtunik Ikajuuti Directory**.

**Request for Bids** - a document defining the minimum standards to be met by Bidders and the specific requirements for goods, services or construction, so as to permit the comparison of Bids on the basis of price.

**Request for Tenders** - a document defining the minimum standards to be met by Tenderers and the requirements of the Contract so as to permit the comparison of Bids on the basis of price.

**Request for Proposals** - a document inviting companies to propose a solution to a problem, need or objective, so as to permit the comparison of proposals on the basis of a number of factors including price.

**Representative Inventory** - for a company that is a supplier of goods, an inventory stored in the community where the company is located, that consists of the type of goods that the supplier deals in. The inventory volume should be large enough to generally to meet the demand of Local and Nunavut Residents and is to be re-stocked as goods are sold so that goods are usually available off the shelf.

**Resident Manager** - a Nunavut Resident who is capable of undertaking all aspects of the management of the Nunavut Business and has absolute decision making authority over day-to-day matters affecting the Nunavut Business. The Government of Nunavut may waive this requirement in the case of a newly appointed Resident Manager, on proof that within six months the Resident Manager will have met the residency requirements.

**Responsible Department** - The Department of the Government of Nunavut which holds responsibility for implementing the Nunavummi Nangminiaqtunik Ikajuuti Policy.

**Security** - cash, a bank draft or certified cheque payable to the Government, or such other Security specified in the Request for Tender or Contract documents.

**Solicit** - to request Bids from a limited number of businesses based on some form of pre-qualification.

**Standing Offer Agreement** - a method of supply used to provide direct access to sources of supply for goods and/or services, on an as-needed basis, for specific periods of time, at prearranged prices and delivery conditions.

**Subcontractor** - includes any party that does not have a direct Contract with the owner, or has entered into a Contract with the General Contractor to supply goods or services that will be incorporated into the entire project covered by the Contract.

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**Subject Community** - the community or communities wherein or adjacent to where the Contract performance is undertaken. Where the work is undertaken outside the legal boundaries of a community, the Government of Nunavut may:

- (i) Define "community" to include that adjacent community in any case, or
- (ii) Define "community" to include both or all adjacent communities, where two or more communities, such as Hall Beach/Igloolik and Arctic Bay/Nanisivik, are both very close to the work site. The name(s) of the Subject Community or Communities to be included in the term "Subject Community" for the purpose of receiving a local preference shall be specified in all Tender documents and Contracts.

**Tender** - a Bid or offer to sell or provide goods, services, or construction that is submitted to a Contract Authority in response to a Request for Bids or Tenders.

**Tenderer** - a person, partnership or corporation who submits a Tender.

**Tender Adjustment** - the amount by which the face value of a Tender is reduced in accordance with Section 6(2) of this Policy. The Tender Adjustment is used for Bid evaluation purposes only. The Tender price minus the Tender Adjustment will be referred to as the adjusted price.

**Training** - training related to a specific Contract, that has been pre-approved by the Contract Authority.

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### NNI Policy Appeals Process

#### NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY) APPEALS PROCESS

Below is the new wording for Section 18 of the NNI Policy which outlines the process to follow regarding appealing an award of a Tender or RFP.

- 18.1 Subject to 18.2, an independent Contracting Appeals Board shall be established consisting of three Commissioners and three Alternate Commissioners appointed by the Minister for a term of three (3) years as follows:
- (a) one Commissioner and one Alternate Commissioner from nominees put forward by NTI
  - (b) one Commissioner and one Alternate Commissioner from nominees put forward by the Nunavut regional Chambers of Commerce.
  - (c) one Commissioner and one Alternate Commissioner appointed by the Minister.
- 18.2 In order to provide for continuity, the Minister shall appoint the first members of the Board to staggered terms as follows:
- (a) one Commissioner and one Alternate Commissioner for a term of 2 years;
  - (b) one Commissioner and one Alternate Commissioner for a term of 3 years; and
  - (c) one Commissioner and one Alternate Commissioner for a term of 4 years.
- 18.3 The Minister shall have regard to the importance of regional representation in making appointments to the Board.
- 18.4 If either NTI or the Chambers of Commerce do not submit nominations to the Minister within forty-five (45) days of the Minister's request for nominations, the Minister may make the necessary appointment.
- 18.5 (a) A Commissioner or Alternate Commissioner must be a Nunavut Resident as defined in the NNI Policy, that is a person who:
- (i) is on the NTI Inuit Enrolment List or who has spent the last twelve (12) months ordinarily resident in Nunavut; and
  - (ii) has a valid Nunavut healthcare card and/or other accepted proof of residency such as a Nunavut drivers license, a lease or rental receipt, and provides a physical address where residing.
- (b) A Commissioner may not be an employee of, or contractor for:
- i) The GN Department of Public Works and Services or the Contracting Authority of the disputed contract;
  - ii) NTI or a Regional Inuit Association;
  - iii) a Chamber of Commerce in Nunavut.
- 18.6 On appointment, a Commissioner shall certify in writing that he is not an employee as defined in paragraph 18.5 (b), and that to the best of his knowledge he is not in a conflict of interest and will not sit on any appeal if a conflict of interest comes to his attention.



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- 18.7 No person may serve as a Commissioner until such person has accepted the position in writing and has executed a confidentiality agreement.
- 18.8 Each year one Commissioner shall be chosen by the Commissioners to serve as Chairperson. The role of the Chairperson is to preside over meetings of the Board and to supervise the operations of the Board.
- 18.9 If a Commissioner is unable to act in a particular appeal an Alternate Commissioner shall be selected by the Chairperson to hear the appeal.
- 18.10 The Minister shall appoint a person to act as Secretary of the Board.
- 18.11 (a) A contractor who wishes to challenge an award of a tender or RFP must do so in writing within five (5) business days of the award announcement. The appeal must be directed to the Contracting Authority and copied to the GN NNI Policy Advisor, and must set out the following information.
- (i) the name, address, telephone and if available fax number and email address of the party challenging the award;
  - (ii) the tender or RFP number and/or title;
  - (iii) the issue(s) to be reviewed by the Contracting Authority; and
  - (iv) the remedy sought by the contractor.
- (b) The Contracting Authority shall have five (5) business days to respond in writing and shall copy the response to the GN NNI Policy Advisor.
- 18.12 (a) If, after a further five (5) business days have elapsed, a contractor is not satisfied with the response of the Contracting Authority, or if no response has been received from the Contracting Authority, the contractor may appeal the award to the Board.
- (b) An appeal to the Board must be in writing and directed to the Contracting Authority within fifteen (15) business days of the award announcement.
- (c) The appeal must set out the following:
- (i) the name, address, telephone and if available fax number and email address of the party challenging the award;
  - (ii) the name of the Contracting Authority that issued the tender or RFP
  - (iii) the tender or RFP number and/or title
  - (iv) the issue(s) to be reviewed by the Board including the reasons why the Contractor believes the application of the NNI Policy is incorrect; and
  - (v) the remedy sought by the contractor.
- 18.13 (a) An appeal from an award by a contractor to the Contracting Appeals Board may be made on the ground that the Contracting Authority in making the award has erred in the application of the NNI Policy.
- (b) For greater certainty, there shall be no appeal to the Board from an act or omission relating to the performance of a contract that has been awarded.



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- (c) Notwithstanding (a) and (b) above, the Board has jurisdiction to consider and make recommendations on any matter relating to the application of the NNI Policy that is referred to it in writing by GN and NTI jointly.
- 18.14 Where the appeal filed with the Board does not fall within the jurisdiction of the Board the appeal may be dismissed by order of the Board without holding a hearing.
- 18.15 The Secretary of the Board shall immediately give notice of an appeal to the Board to the successful bidder, to NTI and to the Contracting Authority.
- 18.16 In addition to the appellant, the Contracting Authority, the successful bidder and NTI have the right to participate in proceedings before the Board in a particular appeal. The Board may, in its discretion, permit any other person to participate in the proceedings.
- 18.17 The Board shall hear the appeal as soon as possible and, in any event, shall hold a hearing no later than 10 business days after the appeal has been filed with the Board.
- 18.18 The Board may receive representations and evidence from the parties in writing, by conference call or in person having regard to convenience and economy. If the Board holds a hearing by conference call or by personal appearance the proceedings shall be recorded by the Board.
- 18.19 The Board shall conduct its proceedings in an informal manner and is not required to receive evidence on oath.
- 18.20 Where required in a proceeding, the Board shall provide the services of an interpreter.
- 18.21 After hearing an appeal, the Board may:
- (a) dismiss the appeal; or
  - (b) allow the appeal and recommend to the Contracting Authority that remedial action, consistent with sound procurement policy and practice, be taken by the Contracting Authority, which may include:
    - (i) requiring the contractor to undertake additional measures,
    - (ii) providing the contractor with specific information as to Inuit or Inuit firms who are available and qualified,
    - (iii) paying compensation to an unsuccessful bidder,
    - (iv) putting the proposed contract in abeyance until the dispute is resolved, except in cases of urgency,
    - (v) changing any procedure or policy followed by contracting authorities,
    - (vi) in exceptional circumstances involving long term contracts, terminating a contract in whole or in part, and a reassessment or re-issue of tenders.
- 18.22 Decisions of the Board shall be by consensus and failing consensus by a majority vote. The Board shall make a decision as soon as possible after a hearing.

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- 18.23 The Board shall give written reasons for its decisions signed by the Commissioners. If there is a majority decision, the dissenting Commissioner may give reasons for the dissent.
- 18.24 The Board shall distribute copies of the decision to all parties who participated in the appeal.
- 18.25 Notwithstanding that an appeal is pending, the Contracting Authority, in its discretion, may enter into a contract with the successful bidder.
- 18.26 If the Contracting Authority does not accept the recommendations of the Board for remedial action, in whole or in part, it shall issue reasons for its decision.
- 18.27 The Board shall be given access by the Contracting Authority to the response to an RFP or tender bid of the appealing contractor and of the successful contractor for the purposes of determining an Appeal.
- 18.28 The record of proceedings before the Board, including its decision, shall be placed on a public file.
- 18.29 The proceedings of the Board shall be conducted in accordance with the language policy of the Government of Nunavut.
- 18.30 An Annual Report, including financial statements, shall be prepared by the Board at the end of each fiscal year. The Annual Report shall include a summary of appeals heard and decisions rendered.
- 18.31 The Annual Report shall be submitted to the Government of Nunavut and to Nunavut Tunngavik Incorporated and made available to the public.
- 18.32 The Government of Nunavut shall be responsible for the costs of the Board in accordance with GN Policies.



THIS AGREEMENT MADE IN DUPLICATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005

BETWEEN:

**THE CITY OF IQALUIT**

("the City")

– and –

**[NAME]**

("the Contractor")

### **ARTICLES OF AGREEMENT**

IN CONSIDERATION of the mutual promises and obligations contained in the Contract Documents, the City and the Contractor agree as follows:

#### **A1. CONTRACT DOCUMENTS**

1.1 The documents forming the Contract between the City and the Contractor, referred to herein as the Contract Documents shall consist of:

- (a) these Articles of Agreement;
- (b) the document attached hereto entitled "General Conditions";
- (c) the document attached hereto entitled "Supplementary General Conditions";
- (d) the documents attached hereto entitled "Plans and Specifications";
- (e) the documents attached hereto entitled "Tender Documents"; and
- (f) any amendment or variation of the Contract Documents that is made in accordance with the General Conditions.

1.2 The City hereby designates Earth Tech (Canada) Inc. as the Engineer for the purposes of the Contract.

1.3 In the Contract:

- (a) "Fixed Price Arrangement" means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates; and
- (b) "Unit Price Arrangement" means that part of the Contract that prescribes the product of a price multiplied by a number of units of measurement of a class as payment for performance of the Work to which it relates.



- 1.4 Any of the provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the Work to which a Fixed Price Arrangement is applicable.
- 1.5 Any of the provisions of the Contract that are expressly stipulated to be applicable only to a Fixed Price Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement is applicable.

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

- 2.1 The Contractor shall between the date of these Articles of Agreements and the \_\_\_\_\_ day of \_\_\_\_\_, in a careful and workmanlike manner, diligently perform and complete the following Work:

- 2.1.1 Pumphouse building complete with concrete floor, metal cladding and roofing, and 3 separate rooms.
- 2.1.2 Supply and installation of variable frequency drives, pumps, diesel driven ULC listed fire pump, recirculation pumps, shell & tube exchanger, and standby generator.
- 2.1.3 Supply and installation of related equipment, pipes, and pumps.
- 2.1.4 Boilers, HVAC, and piping.
- 2.1.5 Demolition and replacement of current superstructure.
- 2.1.6 Associated Mechanical, Electrical and Instrumentation/control work.
- 2.1.7 Associated structural and architectural work.
- 2.1.8 Associated civil and site works.
- 2.1.9 Transportation to Site and installation of above.

## **A3. CONTRACT PRICE**

- 3.1 Subject to any increase, decrease, deduction or set-off that may be made under the Contract, the City shall pay the Contractor at the times and in the manner set out or referred to in the General Conditions.
- 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, including goods and services tax (GST); and
- 3.1.2 a sum that is equal to the aggregate of the products of the number of units of measurement of each class of labour, plant and material, as certified by the Engineer, multiplied in each case by the appropriate unit price that is set out in the Unit Price Table in consideration for the performance of the Work or the part thereof that is subject to a Unit Price Arrangement, including goods and services tax (GST).



3.2 For the information and guidance of the Contractor and the persons administering the Contract on behalf of the City, but not so as to constitute a warranty, representation or undertaking of any nature by either party, it is estimated that the total amount payable by the City to the Contractor for the part of the Work to which a Unit Price Arrangement is applicable will not exceed \_\_\_\_\_, GST included.

3.3 A3.1.1 is applicable only to a Fixed Price Arrangement.

3.4 A3.1.2 and A3.2 are applicable only to a Unit Price Arrangement.

3.5 The Contract Price shall include Goods and Services Tax.

#### **A4. ADDRESSES**

4.1 For all purposes of the Contract, the Contractor's address shall be deemed to be:

**[Contractor's Address]**

4.2 For all purposes of the Contract, the City's address shall be deemed to be:

City of Iqaluit  
P.O. Box 460  
Iqaluit, Nunavut X0A 0H0

SIGNED, SEALED AND DELIVERED in the presence of:

#### **CONTRACTOR:**

Per: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

Per: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

Contractor's Seal



**MUNICIPAL CORPORATION OF THE CITY OF IQALUIT**

Per: \_\_\_\_\_  
Mayor Date \_\_\_\_\_

Per: \_\_\_\_\_  
Senior Administrative Officer Date \_\_\_\_\_

City's Seal

END OF ARTICLES OF AGREEMENT

**THE CITY OF IQALUIT**  
**CONSTRUCTION CONTRACT**  
**GENERAL CONDITIONS**



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## 1. GENERAL PROVISIONS

### 1.1 Definitions

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

- (a) **“Adjustment”**: a change in either the Contract Price or the Contract Time, or both, in accordance with the applicable provisions of the Contract Documents;
- (b) **“Applicable Laws”**: any and all applicable laws, rules, regulations, by-laws, codes and orders of any and all government bodies, agencies, authorities and courts;
- (c) **“Arbitrator”**: the person appointed under GC 9.3(a);
- (d) **“Articles of Agreement”**: the executed Articles of Agreement;
- (e) **“Change Order”**: a written instrument prepared by the Engineer and signed by the City and the Contractor stating their agreement upon:
  - (i) a change in the Work, and
  - (ii) the method and/or the amount of Adjustment, if any;
- (f) **“City”**: the party defined as such in the Articles of Agreement;
- (g) **“Claim”**: any or all of:
  - (i) a demand or assertion by the City or the Contractor seeking an interpretation of Contract terms, an Adjustment, or other relief with respect to the terms of this Contract;
  - (ii) other disputes and matters in question between the City and the Contractor arising out of or relating to this Contract; and
  - (iii) allegations by the City or the Contractor of errors or omissions on the part of the Engineer;
- (h) **“Completion Date”**: the date of Substantial Completion of the Work, as certified by the Engineer;
- (i) **“Construction Schedule”**: the Construction Schedule referred to in GC 3.6, including revisions thereto as provided in GC 3.6, GC 10.2(d) or otherwise required by the Engineer;
- (j) **“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;

- (k) **“Contract Documents”**: the documents referred to in the Articles of Agreement and amendments agreed on by the parties in writing;
- (l) **“Contract Price”**: the sum stated in the Articles of Agreement and as may be amended during the progress of the Work;
- (m) **“Contract Time”**: the time stated in the Articles of Agreement, and as may be amended during the progress of the Work, elapsing from the date of commencement of the Work until the date of Substantial Completion of the Work, as certified by the Engineer;
- (n) **“Contractor”**: the party defined as such in the Articles of Agreement;
- (o) **“day”**: a calendar day;
- (p) **“Engineer”**: the person designated as such in the Articles of Agreement, or such other person designated as such by the City from time to time;
- (q) **“Final Completion”**: when the Work has been performed in accordance with the Contract Documents, as certified by the Engineer;
- (r) **“GC”**: a reference to a clause in these general conditions of this Contract.
- (s) **“Holdback Payment Certificate”**: a certificate issued in accordance with GC 5.6;
- (t) **“Lien Holdback”**: has the meaning given in GC 5.2(a)(i)
- (u) **“Project”**: the total construction of which the Work to be performed under this Contract may be the whole or a part;
- (v) **“Referee”**: the person appointed under GC 9.2(a);
- (w) **“Site”**: the land or actual place designated in the Contract Documents for the performance of the Work;
- (x) **“Subcontractor”**: a party having a direct contract with the Contractor for the performance of any part of the Work, or to supply products worked to a special design for the Work;
- (y) **“Substantial Completion”**: when the Work has progressed to the point where, in the opinion of the Engineer as evidenced by the certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the intended purpose;
- (z) **“Supplier”**: a party having a direct contract with the contractor to supply products not worked to a special design for the Work;
- (aa) **“Work”**: all or any part of the construction and services required by the Contract Documents, including all labour, materials, equipment and services provided or to be provided by the Contractor to fulfill his obligations under this Contract.

- (v) the general conditions shall govern over the specifications;
  - (vi) supplementary general conditions shall govern over the general conditions, and
  - (vii) the Articles of Agreement shall govern over all documents.
- (h) The City shall provide the Contractor with as many sets of Contract Documents as are reasonably required for the performance of the Work.
  - (i) The Contractor shall maintain a set of drawings on the Site and record accurately and legibly all deviations caused by Site conditions and written instructions or change orders ordered by the Engineer. The Contractor shall keep one copy of all current Contract Documents and shop drawings on the Site, in good condition. These documents shall be available to the Engineer throughout the duration of the Work.
  - (j) All Contract Documents, including copies, and all models furnished by or to the Contractor are and shall remain the property of the City and are not to be used on other work. The Contract Documents are not to be copied or revised in any manner without the City's written consent.
  - (k) The division into sections, the table on contents, and the heading in the Contract Documents, other than in the drawings and specifications, form no part of this Contract but are inserted for convenience of reference only.
  - (l) Any reference to a statutory provision shall include any subordinate legislation made and from time-to-time amended, extended or re-enacted.
  - (m) Unless otherwise indicated, all dollar amounts referred to in this Contract are in lawful money of Canada.
  - (n) If any provision of this Contract 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 Contract shall continue in full force and effect. In the event any provision of this Contract, 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 Contract shall remain in full force and effect.
  - (o) The schedules, appendices and attachments to this Contract are an internal part of this Contract and a reference to this Contract includes a reference to the schedules, appendices and attachments.
  - (p) The language of the specifications and other documents comprising this Contract is in many cases written in the imperative for brevity. Clauses containing instruction, directions or obligations are directed to the Contractor and shall be construed and interpreted as if the words "the Contractor shall" immediately preceded the instructions, directions or obligations.