- (iii) is included on a list of approved Local or Nunavut residents verified by the municipality of their residence.
- (c) 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.
- (d) If requested by the City to do so, the Contractor shall obtain a signed consent form from workers which verifies their residency and permits the City to obtain any and all information required to support the worker's claim of residency and/or Inuit status. A worker does not need to comply with the requirements of this clause if the worker is on the NTI Inuit enrolment list.

13.4 Failure to Comply with Proposed Inuit, Local and Nunavut Content

- (a) The City and the Contractor 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 City 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 City to maximize the opportunities for Inuit, Local and Nunavut workers and businesses to benefit from government contracts and the City may pay a premium in awarding its contracts to support this important objective.
- (b) Therefore, it is a fundamental requirement of this Contract that the Contractor shall achieve, by the completion of this contract, at least the amounts tendered on Appendix J-2 "Substantiation of Bid Adjustment" of the tender, with the exception of decreasing Nunavut content with a corresponding equal or larger increase in Local content, specifically:
 - (i) the amount of Inuit labour;

AND

- (ii) (A) the amount of Local labour and the amount of Nunavut labour; or
 - (B) the amount of Local labour and the total amount of Local and Nunavut labour

which the Contractor has identified in Appendix J-2 "Substantiation of Bid Adjustment" of the Tender,

AND at least:

- (iii) the amount of Inuit content excluding the labour of Inuit firms; and
- (iv) (A) the amount of Local content (excluding Local labour) and the amount of Nunavut content (excluding Nunavut labour); or
 - (B) the amount of Local content (excluding Local labour) and the total amount of Local and Nunavut content (excluding Local and Nunavut labour)

- which the Contractor has identified in Appendix J-2 "Substantiation of Bid Adjustment".
- (c) In the event that the amounts of Inuit, Local and Nunavut expenditures actually achieved by the Contractor are less than the amounts identified in clauses GC13.4(b) then the City may adopt one or more of the following remedies:
 - (i) withhold from any progress payment an amount equal to:
 - (A) the difference between the amounts identified in GC13.4(b) (i), (ii)(A), or (ii)(B) and the amount identified in the schedule referred to in GC13.1(b); and
 - (B) the difference between the amounts identified in GC13.4(b) (iii), (iv)(A), or (iv)(B) and the amount identified the schedule referred to in GC13.1(b).

which amount may be released to the Contractor if at the date of a subsequent request the difference has been eliminated; or

- (ii) deduct from the approved contract payment at the time of Substantial or Final completion an amount equal to:
 - (A) 25% of the difference between the amounts identified in GC13.4(b) (i), (ii)(A), or (ii)(B) and the amount identified in Appendix J-2 "Substantiation of Bid Adjustment"; and
 - (B) 25% of the difference between the amounts identified in GC13.4(b) (iii), (iv)(A), or (iv)(B) and the amount identified in Appendix J-2 "Substantiation of Bid Adjustment"; or
- (iii) terminate this Contract, in accordance with GC10.3.
- (d) In the event that the amount of difference identified in GC13.4(c) is 15% or less of the amount proposed in Appendix J-2 "Substantiation of Bid Adjustment" of the tender, the City, at its sole discretion, may waive the provisions of clause 13.4(c).

13.5 Requirement for Using Hotels or Bed and Breakfast

(a) If performance of the Work is undertaken where a Commercial Room and Board Facility (as defined below) exists within a Community (as defined below), the Tenderer is required to use a Commercial Room and Board Facility to house and feed all workers directly employed by the Contractor, any Subcontractor or agent or any other business working on the Project. The Contractor, Subcontractor, agent or other business are not required to use Commercial Room and Board Facilities for workers who are Local Residents as defined in the NNI Policy.

(b) In this Contract:

- (i) "Commercial Room and Board Facility" means a Hotel or a Bed and Breakfast (Tourist Home) that holds a Tourist Establishment Licence issued by the Government of Nunavut under the *Travel and Tourism Act*.
- (ii) "Community" means a community in which the Work (as defined in the Contract) is being performed and includes the entire area within a 20kilometre radius of that community.
- (c) The Commercial Room and Board Facility must:
 - (i) meet the applicable requirements under the *Public Health Act*, and of the *Eating or Drinking Place Regulations*; and
 - (ii) 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. TRANSPORATION OF MATERIALS

14.1 Marine Transport

- (a) Whenever marine (water) transport is to be utilized, the Contractor shall use, and space should be booked directly with the following carrier:
 - (i) Nunavut Sealink and Supply (NSSI),
 By ships loading at the Montreal area Port of Ste-Catherine Contact: Daniel Desgagnés

Phone: (450) 635-0833 Fax: (450) 635-5126

- (b) The annual shipping rates offered by marine carriers are dependent upon anticipated cargo quantities including the materials for construction projects; therefore, <u>Contractors are to tender using the published sailing schedules and rates available from the above marine carriers</u>, and also available from the Department of Public Works and Services, Finance Division, Contact: John Fast, Traffic Coordinator at (867) 975-5437.
- (c) In exceptional or extraordinary circumstances, where the specified marine carrier's sailing schedule is in substantial conflict with the Construction Schedule, the City will review the circumstances, taking into account the adverse impact on the project and the specified marine carrier's interests, and the City may provide authorization to allow the relevant cargo to be shipped with a marine carrier other than the specified marine carrier, depending upon the circumstances; and such authorization must be writing.

(d) If a Contractor uses a marine carrier other than the City contracted marine carrier without the City's written authorization to do so, the Contractor shall be responsible for extra freight cost, administrative costs or any other costs, incurred by the City which result directly or indirectly from the Contractor's failure to use the City specified marine carrier as set out in this GC 14. The Contractor shall also be responsible to refund to the City any monies saved by the Contractor by using a marine carrier other than the specified marine carrier as set out in this GC 14.

END OF GENERAL CONDITIONS

APPENDIX "A" TO GENERAL CONDITIONS

CONTRACTOR'S CERTIFICATE OF INSURANCE

INSURED: PROJECT NAME:



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 S Fach Person
Property and Boiler and Machinery Insurance		FromTo:	s
Contractor's Equipment		FromTo:	s
OTHER			

This is to certify that policies of insurance as described above, and in the General Conditions of this Contract for Construction, 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 Manager, Public Works & Engineering, City of Iqaluit, Nunavut, PO Box 460, Iqaluit, Nunavut, X0A 0H0.

Name and Address of Insurance	Agent,	Broker of	Insurance	Company
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Date:	By: (Authorized Representative)	

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01100	Special Project Procedures
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01300	Submittals
01310	Schedules, Progress Reports
01400	Quality Control
01500	Construction Facilities
01600	Material and Equipment
01670	Systems Demonstrations
01700	Contract Closeout
01720	Project Record Documents
01730	Operation and Maintenance I
01735	Commissioning
01770	Take-Over Procedures
DIVISION 02	SITE WORK
02305	Earthwork General Requirem
02362	Steel Pipe Piles
DIVISION 03	CONCRETE
03100	Concrete Formwork
03200	Concrete Reinforcement
03250	Concrete Accessories
03300	Cast-in-Place Concrete
DIVISION 05	METALS

Section No.	Description
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06200	Finish Carpentry
06405	Cabinets
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07212	Board Insulation
07465	Performed Metal Cladding/Siding
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07620	Sheet Metal Flashing and Trim
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DIVISION 08	DOORS AND WINDOWS
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DIVISION 09	FINISHES
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09905	Process Painting and Coating Systems
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Section No.	Description
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15106	Pipe and Pipe Fittings
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15200	Piping1583ulation
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15420	Plumbing Fixtures and Trim
15510	Fire Extinguishers
15600	Cast Iron Boilers
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15750	Coils
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15900	Controls
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16122	Wires and Cables 0 – 1000V
16131	Slitters, Junction Boxes Pull Boxes and Cabinets
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Section No.	Description
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DIVISION 1 S GENERAL REQUIREMENTS

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DIVISION 1 – GENERAL REQUIREMENTS

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SUMMARY OF WORK

1. GENERAL

1.1 Work Covered by Contract Documents

- .1 Work of this Contract comprises the construction of a new booster station to service the Upper and Lower Plateau Subdivisions in Iqaluit, NU.
 - .1 Pumphouse building complete with concrete floor, metal cladding and roofing, and 3 separate rooms.
 - .2 Supply and installation of variable frequency drives, one diesel drive ULC listed fire pump, recirculation pumps, shell & tube heat exchanger and standby generator.
 - .3 Supply and installation of all related equipment, piping and pumps.
 - 4 Boilers, HVAC and piping.
 - .5 Associated Mechanical, Electrical and Instrumentation/control work.
 - .6 Associated structural and architectural work.
 - .7 Associated civil and site works.
 - .8 Transportation to Site and Installation of above.

1.2 Contract Method

1 Construct the Work under a single Lump Sum Contract.

1.3 Work Under Other Contracts

- .1 The tie-in of municipal water infrastructure from AV 600 and AV 601 to the Plateau Booster Station.
- .2 Contractor will cooperate with Municipal Infrastructure contractor and jointly schedule connections.

1.4 Site Conditions / Limits

.1 Prior to commencing actual construction work, inspect field conditions, obtain and confirm actual site dimensions, examine surface conditions as required to ensure correct execution of the Work.

1.5 Documents

.1 Notify the Engineer immediately upon discovery of discrepancies or omissions in the Contract Documents or of any doubt as to the meaning or intent of any part thereof.

SUMMARY OF WORK

.2 To proceed with the work when an error is suspected or when there is doubt as to the interpretation of the project requirements constitutes full acceptance of any cost associated with any remedial work which may be required.

1.6 Definition of Trades / Jurisdiction

- .1 For convenience of reference only, the specifications are separated into titled sections (see Table of Contents). Sections are identified by title and a five digit numbering system.
- .2 In the case of a dispute, the Contractor shall decide which Subcontractor supplies and installs required materials or equipment. Extras will not be considered on the grounds of differences in interpretation of the specifications as to which Subcontractor does what work.

1.7 Contractor Use of Premises

- .1 The Contractor is maintain the site in a condition free of debris and hazards at the close of each work day.
- .2 Do not interrupt existing municipal services: water, access or other.
- .3 Assume full responsibility for protection and safekeeping of Products under this Contract.
- .4 Designate a laydown area for storage of materials. Keep storage area tidy at all times and secure as necessary.

2. PRODUCTS - NOT USED

3. EXECUTION – NOT USED

WORK SEQUENCE AND TIE-INS

1. GENERAL

1.1 Special Scheduling

- .1 Prior to starting any construction, the Contractor shall submit a detailed schedule for all work and activities which affect operation of the existing services, including work that involves breaking into or connecting to existing services.
- .2 The Contractor shall work with the City, the Engineer and the Municipal Infrastructure Contractor to finalize the work sequence for all work that affects operation of the existing services, to the satisfaction of the City and the Engineer. The Contractor's detailed schedule shall clearly indicate the required operation and/or lock-out of the existing services or system, related to the interruption or shutdown.
- .3 The City shall be responsible for operating and/or locking-out existing services or systems related to the interruption or shutdown.
- .4 Whenever proposing a change in the construction program, submit the revised schedule to the Engineer for review and approval.
- .5 Claims for additional compensation or extension of the contract time on account of the special scheduling requirements will not be considered.

1.2 Working Hours

- .1 Coordination of work requiring interaction between the Contractor and the Owner and or Engineer, shall be confined between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.
- 2 Coordination of work requiring assistance from the City's Operating Personnel shall be confined between the hours of 7:30 a.m. and 3:30 p.m. on weekdays.

2. PRODUCTS – NOT USED

3. EXECUTION – NOT USED

ALLOWANCES

1. GENERAL

1.1 Cash Allowances

- .1 Include all cash allowances in the Contract Price.
- .2 Cash allowances, unless otherwise specified, shall cover the net cost of the service delivered.
- .3 The Contract Price, not the cash allowance, shall include handling costs on site, labour, installation costs, overhead and profit, and all other expenses in connection with such service, unless otherwise specified.
- .4 Where cost under a cash allowance varies from the amount of the allowance, the Contract Price will be adjusted accordingly with an increase or decrease in overhead and profit based on the percentage set out in the Contract Documents for Changes in the Work.
- .5 Submit evidence of costs in connection with cash allowances as the Engineer may require.
- .6 Progress payments on account of authorized purchases under cash allowances will be certified on the Engineer's monthly certificates.
- .7 Prepare a schedule indicating when items specified under cash allowances must be ordered so that progress of the Work will not be delayed.
- .8 Schedule of Cash Allowances:
 - .1 Include the combined stipulated sum of \$45,000.00 for the supply and installation of:
 - A new electrical service from Nunavut Power Corporation.
 - A new telephone service from Northwest Tel.

2. PRODUCTS – NOT USED

3. EXECUTION - NOT USED

1. GENERAL

1.1 Site Conditions/Limits

Examination of Site

- Prior to commencing actual construction work, inspect field conditions, obtain and confirm actual site dimensions, examine surface conditions as required to ensure correct execution of the work.
- .2 Commencement of construction constitutes acceptance of existing conditions and means dimensions have been considered, verified and are acceptable.

1.2 Documents/Instructions

.1 Documents Provided

The Engineer will provide, without charge, as many copies of the Contract Documents or parts thereof as are reasonably necessary for the performance of the work.

.2 Discrepancies/Omissions

- Notify the Engineer immediately upon discovery of discrepancies or omissions in the Contract Documents or of any doubt as to the meaning or intent of any part thereof.
- .2 To proceed with the work when an error is suspected or when there is doubt as to the interpretation of the project requirements constitutes full acceptance of any cost associated with any remedial work which may be required.

.3 Documents on the Site

- .1 Maintain one copy of all current Contract Documents, all shop drawings and a site specific Health and Safety plan on site, in good order and available to the Engineer or his representatives.
- .2 This requirement does not include the actual executed set of Contract Documents.

.4 Definition of Trades/Jurisdiction

- .1 For convenience of reference only, the specifications are separated into titled sections (see Table of Contents). Sections are identified by title and a five digit numbering system.
- .2 In the case of a dispute, the General Contractor shall decide which Subcontractor supplies and installs required materials or equipment. Extras will not be considered on the grounds of differences in interpretation of the specifications as to which Subcontractor does what work.

1.3 Project Coordination

- .1 Coordinate progress schedules, submittals, use of site, temporary utilities, construction facilities and construction work.
- .2 Submit construction progress schedule in accordance with Section 01300.

1.4 Cutting and Patching

Submittals

- .1 Submit written request and receive approval in advance of cutting or alteration which affects:
 - .1 Structural integrity of any element of the Project.
 - .2 Integrity of weather-exposed or moisture-resistant elements.
 - .3 Efficiency, maintenance, or safety of any operational element.
 - .4 Visual qualities of sight-exposed elements.
 - .5 Work of Owner or separate contractor.

.2 Include in Request:

- .1 Identification of Project.
- .2 Location and description of affected work.
- .3 Statement on necessity for cutting or alteration.
- .4 Description of proposed work, and products to be used.
- .5 Alternatives to cutting and patching.

.2 Materials

.1 Change in materials: Submit request for substitution under provisions of Section 01600.

.3 Execution

- .1 Execute cutting, fitting and patching including excavation and fill to complete the work.
- .2 Fit the several parts together, to integrate with other work.
- .3 Uncover work to install ill-timed work.

- .4 Remove and replace defective and non-conforming work at no extra cost to Owner.
- .5 Remove samples of installed work for testing.
- .6 Provide openings in non-structural elements of work for penetrations of mechanical and electrical work.

.4 Inspection

- .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- .2 Record and notify Engineer of pre-existing damage.
- .3 After uncovering, inspect conditions affecting performance of work.
- .4 Beginning of cutting or patching means acceptance of existing conditions.

.5 Preparation

- .1 Provide support to assure structural integrity of surroundings; devices and methods to protect other portions of project from damage.
- .2 Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water and ice.

.6 Performance

- .1 Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.
- .2 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.
- .3 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed without prior approval from Engineer.
- .4 Restore work with new products in accordance with requirements of Contract Documents.
- .5 Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- .6 At penetration of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated material, full thickness of the construction element.
- Refinish surfaces to match adjacent finishes: for continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.

1.5 Coordination and Schedule

- Other parties and/or Contractors (and their subcontractors) that will be working within and adjacent to the site include, but are not necessarily limited to the following:
 - .1 The Owner Operator Staff.
 - .2 The Municipal Infrastructure Contractor performing pipe tie-ins from AV600 and AV601.
- 2. PRODUCT NOT USED
- 3. EXECUTION NOT USED