

# **LIST OF UNIT PRICES** **UNIT PRICE CONTRACTS ONLY - APPENDIX D**

(Information to be Completed by Tenderer and Submitted with Tender)

Project Number: 003049

6. The conditions in Tender Form, Clause 5.0 apply to the completion of this Appendix.
6. If space for listing items is insufficient, the Owner shall annex a list and make reference to it on this form.
6. ©Type or print tendered values clearly. An illegible submission may be disqualified at the sole discretion of the Owner.

TO BE COMPLETED BY THE GN				TO BE COMPLETED BY THE TENDERER	
1. No	2. Description	3. Estimated Quantity	4. Unit	5. Unit Price	6. Estimated Total Price
	See Following Pages				
Total Estimated Contract Price					

Item No.	DESCRIPTION	Payment Clause	Est. Quantity	Unit of Measure	Unit Price	Extension
<b>MAINS &amp; SERVICES (INULIK, ATTAMI, NAUYA, MAJURVIK, PISUGVUK)</b>						
1	Mobilization/Demobilization	01500	1	LS		
		2.4				
2	Rock Locating/Verification, where ordered	02211	910	M		
		1.6.4				
3	Preblast Inspection, If Req'd	02211	1	LS		
		1.6.2				
4	Mob / Demob for Rock Excavation, If Req'd	02211	1	LS		
		1.6.3				
5	Rock Excavation, If Req'd	02211	200	M3		
		1.6.1				
6	Over-excavation (if req'd),	02221	100	M3		
		1.4.2				
7	Granular Backfill (Supply Load Haul Place Compact) (If required)	02221	700	M3		
		1.4.5				
8	Crushed Road Gravel (Supply Load Haul Place Compact) (If required)	02221	350	M3		
		1.4.6				
<b>MAINS - SUPPLY</b>						
9	Supply 200mm ida. Insulated HDPE Sewer	02667	963	M		
		1.3.1				
10	Supply 200mm dia. Insulated HDPE Water	02666	1115	M		
		1.3.1				
11	Supply 150mm dia. Insulated HDPE Sewer	02667	12	M		
		1.3.1				
12	Supply Access Vaults	02725				
	AV-B17	1.4.1	1	each		
	AV-B18	1.4.1	1	each		
	AV-B19	1.4.1	1	each		
	AV-01-1	1.4.1	1	each		
	AV-01-2	1.4.1	1	each		
	AV-01-3	1.4.1	1	each		
	AV-01-4	1.4.1	1	each		
	AV-01-5	1.4.1	1	each		
	AV-01-6	1.4.1	1	each		
	AV-01-7	1.4.1	1	each		
<b>MAINS - INSTALL</b>						
13	Remove and Dispose of Existing Vaults, Manholes, etc	02725	17	each		
		1.4.5				
14	Install Access Vaults	02725	10	each		
		1.4.2				
15	Install 200mm dia. Insulated HDPE Watermain - Common Trench	02666	995	M		
		1.3.2				
16	Install 200mm dia. Insulated HDPE San. Sewer - Common Trench	02667	963	M		
		1.3.2				
17	Install 150mm dia. Insulated HDPE San. Sewer - Single Trench (if req'd)	02667	12	M		
		1.3.3				

Item No.	DESCRIPTION	Payment Clause	Est. Quantity	Unit of Measure	Unit Price	Extension
	<b>SERVICES - SUPPLY</b>					
18	Supply 25mm dia. Uninsulated Water Service Pipe	02665	1949	M		
		1.4.2				
19	Supply 50mm dia. Uninsulated Water Service Pipe	02665	51	M		
		1.4.2				
20	Supply 100mm dia. Insulated HDPE Water Service Carrier Pipe	02665	949	M		
		1.4.2				
21	Supply 150mm dia. Insulated HDPE Water Service Carrier Pipe	02665	51	M		
		1.4.2				
22	Supply 100mm dia. Insulated HDPE Sewer Service Pipe	02665	949	M		
		1.4.2				
23	Supply 150mm dia. Insulated HDPE Sewer Service Pipe	02665	51	M		
		1.4.2				
24	Supply Service to Main Connections	02665				
	Water Service (100mm/150mm) to Watermain	1.4.11.1	56	each		
	Sanitary Sewer Service (100mm/150mm) to Sewermain	1.4.11.1	56	each		
	<b>SERVICES - INSTALL</b>					
25	Install Service to Main Connections	02665				
	Water Service (150mm/100mm) to Watermain	1.4.11.2	56	each		
	Sewer Service (150mm/100mm) to Sewermain	1.4.11.2	56	each		
26	Install Water Service Carrier - Common Trench	02665				
	100mm dia. Water Service Carrier	1.4.1.1	949	M		
	150mm dia Water Service Carrier	1.4.1.1	51	M		
27	Install Water Service Carrier - Single Trench	02665				
	100mm dia. Water Service Carrier	1.4.1.2	0	M		
	150mm dia Water Service Carrier	1.4.1.2	0	M		
28	Install Sanitary Sewer Service - Common Trench	02665				
	100mm dia. Sanitary Sewer Service	1.4.1.1	949	M		
	150mm dia. Sanitary Sewer Service	1.4.1.1	51	M		
29	Install Sanitary Sewer Service - Single Trench	02665				
	100mm dia. Sanitary Sewer Service	1.4.1.2	0	M		
	150mm dia. Sanitary Sewer Service	1.4.1.2	0	M		
30	Install 2-25mm dia. Uninsulated Water Service Pipes, into Carrier	02665	1005	M		
		1.4.5				
31	Install 1-25mm & 1-50mm dia Uninsulated Water Service Pipes, into Carrier	02665	53	M		
		1.4.5				

Item No.	DESCRIPTION	Payment Clause	Est. Quantity	Unit of Measure	Unit Price	Extension
	<b>CONNECTIONS TO EXISTING</b>					
		02666				
32	200mm dia. Watermain	1.3.5	4	each		
		02667				
33	150mm dia. Sanitary Sewer Main	1.3.5	1	each		
34	200mm dia. Sanitary Sewer Main	1.3.5	3	each		
		02665				
35	100mm dia. Water Service Carrier, Outside the Building	1.4.8	27	each		
36	150mm dia. Water Service Carrier, Outside the Building	1.4.8	1	each		
		02665				
37	100mm dia. Sanitary Sewer Service Pipe, Outside the Building	1.4.8	27	each		
38	150mm dia. Sanitary Sewer Service Pipe, Outside the Building	1.4.8	1	each		
		02665				
39	100mm dia. Water Service Carrier, Inside the Building	1.4.9	27	each		
40	150mm dia. Water Service Carrier, Inside the Building	1.4.9	1	each		
		02665				
41	100mm dia. Sanitary Sewer Service Pipe, Inside the Building	1.4.9	27	each		
42	150mm dia. Sanitary Sewer Service Pipe, Inside the Building	1.4.9	1	each		
43	Supply & Install Water Service Recirc System, in Dwelling - Type 'A'	02665	54	each		
		1.4.3				
44	Supply & Install Water Service Recirc System, In Dwelling - Type 'B'	02665	2	each		
		1.4.4				
45	Video Inspection of Sanitary Sewer Service from Tie-In Point to Building	02665	56	each		
		1.4.6				
<b>TOTAL ESTIMATED COST</b>						

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

(To be Completed by Tenderer and Submitted with Tender)

Project Number: 00-3049

In accordance with Clause 6 of the Instructions to Tenderers, indicate the effect on the stipulated price for the following options and substitutions listed by the Owner. The Tenderer further agrees that the following prices may be used in the evaluation of the submitted Tender.

All Options, Substitutions and Separate Prices shall include all work necessary for and incidental to the work described.

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

## TERMS OF PAYMENT

### TP1 AMOUNT PAYABLE - GENERAL

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

### TP2 AMOUNT PAYABLE TO THE CONTRACTOR

- 2.1 The amounts "payable to the Contractor" are the aggregate of:

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

### TP3 AMOUNTS PAYABLE TO THE GOVERNMENT OF NUNAVUT

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

### TP4 TIME OF PAYMENT

- 4.1 For the purposes of this Term of Payment, "payment period" means a period of 30 consecutive days or such other interval as is agreed between the Contractor and the Government of Nunavut.
- 4.2 The Contractor shall, on the expiration of a payment period, deliver to the "Representative", as designated by the Government of Nunavut and set out in Article of Agreement A1.2.1, in respect of that payment period a written invoice for that part of the Work that has been completed with the required associated backup and a listing of material that was delivered to the Work site but not incorporated into the Work during that payment period. The Contractor's official invoice shall include, as a minimum; - a full description of the Work and materials, the Contract number, the Contractor's GST Registration Number, and the dollar values as follows: Sub-total #1 (no GST), the Holdback, Sub-total #2 (Sub-total #1 less the Holdback), and the Grand Total (Sub-total #2 plus GST).
- 4.3 The Representative, as designated by the Government of Nunavut, will, not later than ten days after receipt of the invoice referred to in TP4.2:
  - 4.3.1 inspect or otherwise satisfy themselves that the part of the Work and the materials described in the invoice have been provided in a satisfactory manner ( an inspection may be carried out by either a Representative designated by the Government of Nunavut, or its' consultant), and
  - 4.3.2 coordinate with the Contractor to resolve any disagreements on the content and amount of the invoice (obtaining a corrected invoice from the Contractor if changes are required), and
  - 4.3.3 complete a Request for Contract Payment (RCP), indicating on it the date that the Contractor's invoice was approved, and

- 4.3.4 send to the Government of Nunavut, Public Works and Services Department (PW&S)'s finance section the original invoice that has been agreed upon along with a Request for Contact Payment (RCP) signed by the Representative, as designated by the Government of Nunavut, (and PW&S's Regional Project Manager or the Regional Director depending on the signing authority of these persons) and a copy of the PW&S's Major Works Contract Payment Check List with the appropriate sections filled out. In addition, the Representative, as designated by the Government of Nunavut, will send a copy of the agreed invoice and the RCP to the Contractor.
- 4.4 Subject to TP1, the Government of Nunavut, will pay the Contractor in accordance with the amounts stipulated hereunder. Invoices of Nunavut Contractors, as defined by the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy), will become due and payable 20 days after receipt of the invoice, provided the invoice is approved by the Representative, as designated by the Government of Nunavut, as specified in TP4.3. Invoices from other Contractors will become due and payable 30 days after approval of the invoice by the Representative, as designated by the Government of Nunavut, as specified in TP4.3:
- 4.4.1 an amount that is equal to 95% of the value that is indicated in that invoice if a labour and material payment bond has been furnished by the Contractor, or;
- 4.4.2 an amount that is equal to 90% of the value that is indicated in that invoice if a labour and material payment bond has not been furnished by the Contractor.
- 4.5 Subject to TP1 and TP4.6, the Government of Nunavut will, not later than 20 days for Nunavut Contractors (as defined by the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy) of the GN) or 30 days for other Contractors after the date of issue of a Substantial Certificate of Completion referred to in GC43.2, pay the Contractor the amount referred to in TP1 less the aggregate of:
- 4.5.1 the sum of all payments that were made pursuant to TP4.4,
- 4.5.2 an amount that is equal to the Government of Nunavut's estimate of the cost to the Government of Nunavut of rectifying defects described in the Substantial Certificate of Completion, and
- 4.5.3 an amount that is equal to the Representative, as designated by the Government of Nunavut, estimate of the cost to the Government of Nunavut of completing the parts of the Work described in the Substantial Certificate of Completion other than the defects referred to in TP4.5.2
- 4.6 It is a condition precedent to the Government of Nunavut's obligation under TP4.5 that:
- 4.6.1 the Contractor has made and delivered to the Government of Nunavut's Representative a statutory declaration described in TP4.7 in respect of a Substantial Certificate of Completion referred to in GC43.2, and
- 4.6.2 the Contractor has complied with the various requirements to provide Inuit Local and Nunavut Employment and involvement reports as set out in this contract.
- 4.7 A statutory declaration referred to in TP4.6 and TP4.9 shall be submitted on the attached form, page 4 & 5.
- 4.8 Subject to TP1 and TP4.9, the Government of Nunavut will, not later than 20 days for Nunavut Contractors (as defined by the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy) of the GN) or 30 days for other Contractors after the date of issue of a Final Certificate of Completion referred to in GC43.1 and provided that the Government of Nunavut is in receipt of statutory declaration as described in TP4.7, pay the Contractor the amount referred to in TP1 less the aggregate of:
- 4.8.1 the sum of all payments that were made pursuant to TP4.4, and;
- 4.8.2 the sum of all payments that were made pursuant to TP4.5.

## **TP5 PROGRESS REPORT AND PAYMENT THEREUNDER NOT BINDING ON THE GOVERNMENT OF NUNAVUT**

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

#### **TP6 RIGHT OF SET-OFF**

- 6.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the Contract, the Government of Nunavut, may set-off any amount payable to the Government of Nunavut by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract or under any current contract.
- 6.2 For the purposes of this Terms of Payment document, "current contract", means a contract between the Government of Nunavut and the Contractor;
- 6.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or;
- 6.2.2 in respect of which the Government of Nunavut, has, since the date on which the Articles of Agreement were made, exercised any right to take the work that is subject of the contract out of the Contractor's hands.

#### **TP7 PAYMENT IN EVENT OF TERMINATION**

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



**Certificate of Completion**  
**STATUTORY DECLARATION**

THE MATTER OF a contract bearing

is

between the Government of Nunavut and

(Insert full name of contractor)

herein the Contractor,

for

(briefly describe the work to be performed)

dated the \_\_\_\_\_ day of \_\_\_\_\_,

and

IN THE MATTER OF the Certificate of Completion relating thereto

TO WIT:

I, \_\_\_\_\_ of

(print or type full name of declarant)

(declarant's city of residence)

DO SOLEMNLY DECLARE

- (1) That I am \_\_\_\_\_  
(print or type declarant's position or title with the Contractor or state that the declarant is the Contractor)

And as such have a personal knowledge of the said contract and of the facts and matters stated herein.

- (2) That all assessments and levies under The Unemployment Insurance Act, The Workers' Compensation Act or other social or labour legislation in respect of the said contract have been fully paid:
- (3) That all subcontractors, labourers and suppliers of materials and equipment whatsoever who have entered into agreements to supply goods or services which have been incorporated into the construction of this project have been fully paid except for contractual holdbacks and the further amount(s), if any, which is (are) listed below which is (are) being withheld from the subcontractor(s) listed herein, due to legitimate dispute(s) arising out of the performance, or lack of performance, of the work by the listed subcontractor(s).

Subcontractor(s)	Amount(s) in Dispute and Being Withheld
_____	_____
_____	_____
_____	_____

**Certificate of Completion - STATUTORY DECLARATION**  
**2nd page**

and the following amounts, if any, which are being withheld pending payment to the Contractor by the Government of Nunavut.

Subcontractor(s)	Amount(s) Being Withheld
_____	_____
_____	_____
_____	_____

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

DECLARED before me at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_.

(Signature of Declarant)

(signature of person before whom declaration is made)

(print name of person before whom declaration is made)

A Notary Public, Commissioner, etc. \_\_\_\_\_

(please state clearly authority for receiving solemn declarations - notaries to affix notary seal)

NOTE 1 Where the Contractor is a corporation or a partnership, declarant's position in the corporation or partnership, and the corporation or partnership name should be clearly shown in No. 1.

NOTE 2. Where the Contractor is an individual, that person must make the declaration. Where the Contractor is a partnership the declaration must be made by one of the partners. Where the Contractor is an incorporated company, the declaration must be made by the President, Vice-President, Secretary Treasurer or a Director. If any other person makes the declaration, two copies of the by-law issued under the corporation seal, authorizing the individual to execute documents must be submitted with the first declaration of each contract.

If this declaration is not complete in every detail, it will be returned for completion and payment will be delayed.

The following section of the Criminal Code of Canada is hereby brought to the attention of the Declarant:

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

122.1 (1) Everyone who, not being specially permitted, authorized or required by law to make a statement by affidavit, by solemn declaration or orally under oath, makes in such a statement, before a person who is authorized by law to permit it to be made before him, an assertion with respect to a matter of fact, opinion, belief or knowledge, knowing that the assertion is false, is guilty of an offense punishable on summary conviction."

## ARTICLES OF AGREEMENT

These Articles of Agreement, effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Between

**Department of Community and Government Services**

*(herein the "Owner")*

and

---

*(herein the "Contractor")*

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

### **A1 CONTRACT DOCUMENTS**

- 1.1 Subject to A1.4 and A1.5, the documents forming the contract between the Owner and the Contractor, referred to herein as the contract documents are all of those documents referred to on Appendix A of the Tender and:
  - 1.1.1 any Addenda issued during the Tender period and identified in Clause 2 of the Tender Form,
  - 1.1.2 any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 1.2
  - 1.2.1 The Owner hereby designates Earth Tech (Canada) Inc. as the Owner's Representative for the Department of Community and Government Services of the Government of Nunavut.
  - 1.2.3 The Contractor hereby designates Earth Tech (Canada) Inc. as the Contractor's Representative.
- 1.3 In the contract;
  - 1.3.1 "Fixed Price Arrangement" means that part of the contract that prescribes a lump sum as payment for performance of the work to which it relates; and/or
  - 1.3.2 "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 the 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 effective date of the Agreement and the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in a careful and workmanlike manner, diligently perform and complete the following work:

Utilidor Replacement – Area 1, Rankin Inlet, NU

which work is more particularly described in the Plans and Specifications.

**A3 CONTRACT AMOUNT**

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

3.1.1 the sum of \$ \_\_\_\_\_ in consideration for the performance of the work or the part thereof that is subject to a Fixed Price Arrangement, and/or

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 that is set out in a Final Certificate of Measurement referred to in GC43.7 multiplied in each case by appropriate unit price that is set out in the Unit Price Table "Appendix D" in consideration for the performance of the work or the part thereof that is subject to a Unit Price Arrangement.

3.2 For the information and guidance of the Contractor and the person administering the contract on behalf of the Owner, 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 Owner to the Contractor for the part of the work to which a Unit Price Arrangement is applicable will not exceed

\$ \_\_\_\_\_.

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.

**A4 UNIT PRICE TABLE**

4.1 The Owner and the contractor agrees that Appendix "D" of the Tender is the Unit Price Table for the purposes of the Contract.

4.2 The Unit Price Table that is set out in A4.1 designates the part of the work to which a Unit Price Arrangement is applicable.

4.3 The part of the work that is not designated in the Unit Price Table referred to in A4.2 is the part of the work to which a Fixed Price Arrangement is applicable.

**A5 FINANCIAL ADMINISTRATION ACT (NUNAVUT)**

The attention of the Contractor is drawn to the following statutory provision. It is a condition of this Agreement that payment hereunder is subject to Section 46 of the Financial Administration Act (Nunavut) as amended or re-enacted in successor legislation during the term of this Contract. Section 46 currently provides as follows: "It is a condition of every contract made by or on behalf of the Government requiring an expenditure that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the Contract."

**A6 JOINT AND SEVERAL LIABILITY**

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

**SIGNED, SEALED AND DELIVERED** in the presence of:

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

(Seal)

Facsimile No. \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title

Date \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

---

Name \_\_\_\_\_

Title

Witness

---

Name

Title

Owner: Owner's Full Business Name and Address

Government of Nunavut

Facsimile No. (867) \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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Name

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Title

Date \_\_\_\_\_

## Witness

Title

END OF ARTICLES OF AGREEMENT

## CONTRACTOR'S OBLIGATIONS TO PROVIDE INUIT CONTENT - APPENDIX K

### 1.0 GENERAL

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

If the amount of Inuit Labour identified by the bidder on Appendix "B-2" of the tender is less than with the tender requirements, this would result in an obvious qualification to the tender submission by the bidder that would ordinarily cause the tender to be considered non-responsive.

For an Inuit Labour level achieved which differs from the level prescribed, a bonus or penalty will be assessed in accordance with the NNI Policy, specifically Articles 12.3 and 12.4 of the Policy. A bonus would be for exceeding the minimum prescribed Inuit Labour level, and a penalty would be for not meeting the minimum prescribed Inuit Labour level.

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

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

### 2.0 DEFINITIONS

- .1 "Inuit (singular Inuk)" means a person described in Article 1.1.1 of the Nunavut Land Claims Agreement (NLCA) and who has enrolled himself or herself on the Inuit Enrolment List under Article 35 of the NLCA.
- .2 "Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is:
  - .1 a limited company with at least 51% of the company's voting shares beneficially owned by Inuit, or
  - .2 a cooperative controlled by Inuit, or
  - .3 an Inuk sole proprietorship or partnership; and

.4 is included on Nunavut Tunngavik Inc. (NTI)'s Inuit Firms Registry

.3 "Labour"

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

.4 "Goods and Services"

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

.5 "Inuit Content"

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

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

### 3.0 REQUIREMENTS

.1 The Contractor shall maximize the value of Inuit Labour and Inuit Goods and Services and shall meet or exceed the Inuit Labour minimum level identified in this appendix when bidding. In the performance of the work, the Contractor shall meet or exceed the amounts tendered on Appendix B-2.

.2 The Contractors shall submit records on a monthly basis, or as specified, indicating the amount of Inuit Labour and Inuit Goods and Services used. No payment shall be due or payable to the Contractor if the Contractor fails to supply these reports to the Owner.

#### **4.0 FAILURE TO ACHIEVE INUIT CONTENT REQUIREMENTS**

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

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

#### **5.0 INDEMNIFICATION**

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

#### **6.0 WAIVER OF INUIT CONTENT REQUIREMENTS**

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



## Inuit Labour

It is a fundamental term of this contract that the contractor shall maximize the value of Inuit labour used to perform the Work. Therefore the GN has set a minimum percent by dollar value for the use of Inuit labour. The Inuit labour content may be provided by the general contractor or any subcontractor and may include professional or administrative staff or skilled or unskilled trades people, and not necessarily through an Inuit Firm. The minimum may only be reduced where sufficient Inuit labour is not available and the approval of the Owner has been obtained in writing.

For the purposes of this contract the GN has prescribed that the following minimum percent of the total labour for this job by dollar value shall be provided by Inuit workers.

**Prescribed** minimum level of Inuit labour as a percent of total labour by dollar value.

### Substantiation

In order to substantiate the amount of Inuit Labour the general contractor shall be responsible for providing an amalgamated employment report that shall reflect the Inuit labour used by the general contractor and any other sub contractor or supplier. The general contractor shall submit this employment report with every Progress Claim. Receipt of an employment report shall be a condition precedent to the release of a progress payment, an interim payment and/or a final payment.

If requested, the general contractor shall also provide a completed “Employee Verification and Consent Form” for an Inuit worker.



# Nunavummi Nangminiqaqtunik Ikajuuti

# **Nunavummi Nangminiqaqtunik Ikajuuti**

**Prepared by**

**The GN / NTI Contracting Working Group**

**March 17, 2000**

# CONTENTS

1.0	Coming into Effect
2.0	Replacement
3.0	Authority
4.0	Title
5.0	Application
6.0	Definitions
7.0	Policy Objectives
8.0	The Bathurst Mandate
9.0	The Clyde River Protocol
10.0	Relationship to Nunavut Land Claims Agreement (NLCA)
11.0	Evaluation Process and Bid Adjustment
12.0	Bonuses and Penalties
13.0	Maximum Bonuses and Penalties
14.0	Monitoring and Enforcement Procedures
15.0	Application of Monitoring and Enforcement Procedures
16.0	Periodic Review
17.0	Review Committee
18.0	Appeals and Arbitration
19.0	Financial Resources
20.0	Transition for Certain Businesses
21.0	Revisions to or repeal of this policy

## Appendices

### Appendix A: Definitions