



Construction Tender

Project No: 06-2004

Name of Project: Sewage Lagoon Decommissioning

Project Location: HALL BEACH, NUNAVUT

Community and Government Services
Government of Nunavut

Revised: April 2000

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GOVERNMENT TENDER

Community and Government Services, Hon. Levinia Brown, Minister

Sewage Lagoon Decommissioning

Pump water from old lagoon, blend biosolids into [sand](#), import additional granular materials, and grade to positive drainage.

- Hall Beach, Nunavut -

For the purposes of this tender call the provisions of the Nunavummi Nangminiaqtunik Ikajuuti Policy apply.

Sealed tenders addressed to the Contracts Administrator, c/o Regional Director's Office, Department of Public Works & Services, Government of Nunavut, P.O. Box 379 Pond Inlet, NU X0A 0S0 (Delivered to the 2nd Floor, GNO 1045) or Box 379, Pond Inlet, NU X0A 0S0 will be received until:

4.00 P.M. EST, [July 31](#), 2006

[Document Charge is waived for tender documents.](#) To be considered each tender must be submitted on the forms provided and must be accompanied by the security stated in the tender documents.

Tender Enquiries to:

Rocky Jaworenko
Contracts Clerk
Tel: (867)899 7317
Fax: 867 899 7327

Technical Enquiries to

Bhabesh Roy, M.A.Sc., P.Eng.
Municipal Planning Engineer
Community and Government services
Government of Nunavut
Tel: (867) 899 7314
Fax: (867) 899 7328

Or

Ron Kent, P. Eng.
Manager, Environmental Engineering
FSC Architects & Engineers
4910 53rd Street, P. O. Box 1777
Yellowknife, NWT X1A 2P4
Tel: (867) 920-2882
Fax: (867) 920-4319

INSTRUCTIONS TO TENDERERS

1. INSTRUCTIONS

- .1 Tenders are to be sealed and should be submitted in the envelopes provided.
- .2 Tender envelopes must show the Project Name, Closing Date, Name and Address of the Tenderer on the **Exterior** of the Envelope.
- .3 Tenders must be submitted on the forms provided.
- .4 Failure by the Tenderer to comply with these Instructions to Tenderers may result in the tender submitted being disqualified. Disqualification shall be at the sole discretion of the Owner.

2. RECEIPT OF TENDERS

- .1 Tenders must be received at the Tender Address by the Owner on or before the exact time and date fixed for their receipt.
- .2 Any Tenders received after the closing time shall be rejected and returned unopened to the Tenderer. If only one Tender is received and that Tender is received late, the Tender may be accepted at the sole discretion of the Owner.
- .3 Tenders shall be opened as soon as practicable after the tender closing time in accordance with Instruction 4.4.
- .4 Tenders received by facsimile, except as permitted elsewhere in this tender, will not be accepted and if received shall be disqualified.

3. AMENDMENTS TO TENDERS

- .1 Amendments to a tender by letter, facsimile or other written means are acceptable provided that the amendment:
 - (.i) Is received on or before the exact time and date fixed, for the receipt of Phase I of the Tender (except for amendments to Appendix B-2 Substantiation of Bid Adjustment) and;
 - (.ii) Contains the tender reference, closing date, name and address of the contractor and a signature.
- .2 Amendments to tenders received by facsimile will be accepted by the Owner provided that the conditions included in Clause 3.1 are met and in addition:
 - (.i) Amendments to tenders are transmitted via the Owner's facsimile number:

(867) 899-7327 in Pond Inlet
 - (.ii) The Owner shall not be held liable for any claim, demand or other action should a facsimile transmission be interrupted, not received in its entirety, received after the stated closing time and date, received by another facsimile unit other than stated herein, or for any other reason over which the Owner does not have control.
 - (.iii) The amendment should indicate only the applicable changes and in such a manner that the total bid

is not revealed.

- .3 Verbal instructions will not be considered as a valid instruction for tender purposes, nor shall they be considered as having any bearing upon the tender submission.

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

- .1 One of the priorities of the Owner is to ensure that materials, equipment, labour and other services of Local, Nunavut and Inuit businesses are used to the fullest extent practical on this project, therefore, the Owner has implemented the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy which shall apply on this contract. Tenderers are required to comply with the requirements of the NNI Policy and to submit the required information within the deadlines stipulated. A copy of the current NNI Policy is attached as Appendix J.
- .2 The Tenderer shall show intention to not only meet the minimum levels of Inuit Labour prescribed in Appendix K of this tender, but also to use the maximum amount of Local, Nunavut and/or Inuit labour, and subcontractors and suppliers available. Failure to do so indicated by a comparison to other Tenderers may result in disqualification by the Owner as a non-responsive tender. A Contractor that for previous contracts with similar prescribed Inuit Labour had failed to meet the minimum prescribed Inuit Labour MAY be deemed "not responsible" (as defined in the Government Contract Regulations) for this tender.
- .3 For purposes of this tender, Local shall be considered to be the community in which the work is undertaken unless noted otherwise in these Tender Documents.
- .4 In order to comply with the requirements of this Tender and specifically those included in the "Instructions to Tenderers" Clause 4, the Contractor is required to complete the attached forms entitled Appendix "B-1" "General Contractors & Subcontractors Dollar Amount" and Appendix "B-2" "Substantiation of Bid Adjustment".
- .5 **Joint Ventures: If the bidder is comprised of more than one party as in the case of a joint venture, (but not a partnership) for the purposes of the application of the NNI adjustments, each party to the joint venture will be treated as a separate contractor, and the value of their respective Nunavut, Inuit, and local content will be treated in the same manner as separate contractors.**
- .6 **This Tender will close in two phases as follows:**

Phase I Tender Close: The Contractor shall complete the Tender Form and all required appendices and shall submit them no later than the time identified for the Phase I closing of Tenders.

The Contractor shall indicate on the Appendix "B-1" "General Contractors & Subcontractors Dollar Amount" the bid value and names of all major businesses which will be providing goods and services to the Contractor in order to complete the Work. No further detail is required at the time of Phase I Tender closing. At the time established for the Phase I Tender closing, the Owner shall receive Tenders and shall record the names of the Contractors who have submitted Tenders. Those Tenders shall remain unopened and held in a secure place by the Owner for a period of 24 hours.

Phase II Tender Close: Within 24 hours following the Phase I Tender close, excluding holidays and weekends, the Contractor shall supply to the Owner a detailed Appendix "B-2" "Substantiation of Bid Adjustments" showing the actual amounts of Local, Nunavut, Inuit and Other content in respect to Payroll, Material, Equipment, Transportation, Accommodation and Other Costs.

This detailed Appendix "B-2" "Substantiation of Bid Adjustments" shall be submitted in a sealed envelope or by facsimile with clear identification as to the name of the Tender and the Tenderer, and shall be received prior to the Phase II Tender close which shall be 24 hours, excluding holidays and weekends, after the Phase I Tender closing. Detailed Appendix "B-2" "Substantiation of Bid Adjustments" received late may be disqualified.

Bids shall be opened after the Phase II closing.

NOTE 1: The Contractor shall only receive a bid adjustment when a completed Appendix "B-1" "General Contractors & Subcontractors Dollar Amount" and Appendix "B-2" "Substantiation of Bid Adjustments" have been submitted in accordance with the above. Tenders submitted without such a submission shall receive no bid adjustment at all.

5. SCHEDULE OF UNIT PRICES

- .1 The Tenderer shall submit a schedule of unit prices on Appendix "C" or Appendix "D" as appropriate. Unit prices shall include the cost to supply and install as appropriate, and include all statutory charges, overhead, profit and the Contractor's contingency allowance.

6. OPTIONS & SUBSTITUTIONS SPECIFIED BY THE OWNER - Appendix "E"

- .1 Tenders shall be based on the materials, methods, firms and equipment named in the Specifications and this shall constitute the base bid. Where more than one material or manufacturer is specified, any one of those specified may be selected and included in base bid.
- .2 The Owner may wish to consider options or substitutions to the base bid. When the Owner lists items in Appendix "E" Contractors should indicate the effect on the stipulated price that each item makes to the base bid. The lowest acceptable tender may be determined by adding or deducting any or all of these items to the base bid. Failure to complete this Appendix "E" when requested may result in the tender being disqualified at the sole discretion of the Owner.

7. OPTIONS PROPOSED BY THE TENDERER - Appendix "F"

- .1 Tenderers may propose their own option in Appendix "F". To be considered the following requirements shall be met:
 - (a) Total Tender amount quoted must be based on products specified and not on options.
 - (b) Options proposed shall be listed and any difference in price shown in the appropriate place on Appendix "F".
 - (c) Options proposed must allow for all changes and adjustments in other work as may be necessary to form a complete and finished job. No additional claims will be considered at a later date.
 - (d) Submissions must contain sufficient information to enable the Owner to determine the acceptability of such proposed options. Include such information as reasons for submission, manufacturing details, performance data, dimensions and clearances, effects on other work and other pertinent facts.
 - (e) The Owner reserves the right to accept or reject any option proposed by the Tenderer.
 - (f) By submitting an option on Appendix "F" the Tenderer relinquishes any proprietary right to such option. The Owner reserves the right to release the Option to other Tenderers in order to obtain competitive prices.

8. ADDENDA

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

9. TENDERING DOCUMENTS - Appendix "A"

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

10. BID SECURITY AND INSURANCE REQUIREMENTS

.1 When Tendering

- (a) **For a Tender Less than \$100,000:** No bid security accompanies this tender.
- (b) **For a Tender \$100,000 and Over:** The Tenderer shall enclose bid security in accordance with either:
 - (i) a Bid Bond, in a form approved by the Federal Treasury Board and from a company whose bonds are acceptable to the Owner, in an amount of at least 10% of the Tender. Bonds shall be made payable to the Owner or;
 - (ii) a bid security deposit in an amount of at least 5% of the tender. The deposit must be a certified cheque, Bank Draft, a bank Irrevocable Letter of Guarantee, or such other bid security as the Owner considers acceptable. The bid security deposit must be payable to the Owner.
- (c) The bid security deposit, as indicated above, may be forfeited at the discretion of the Owner if the Tenderer refuses to enter into a contract when called upon to do so.
- (d) The Tenderer understands that if the bid security furnished is not in the approved form, as described herein, the tender is subject to disqualification at the sole discretion of the Owner

.2 Upon Award of Contract

- (a) Upon notification of acceptance of a Tender, the successful Tenderer shall furnish within 14 days of the date of the notification of acceptance:
 - (i) The security specified in Clause GC56 to GC57 inclusive of the attached contract.
 - (ii) The Insurance specified in Clause GC58 to GC 62 inclusive of the attached contract.

11. SIGNATURES

- .1 Tenders are to be properly signed and executed in accordance with the Laws of Nunavut.
- .2 The Tenderer, or the person or persons duly authorized to sign on his behalf, must initial and date each and every correction, change, erasure or alteration contained in this completed tender document.
- .3 At the sole discretion of the Owner, the failure by the Tenderer to properly sign and execute the tender may result in the disqualification of the tender.

12. GOODS AND SERVICES TAX

- .1 The Tenderer shall exclude the Goods and Services Tax from his bid shown on bid forms and appendices.
- .2 The Government of Nunavut will pay the Goods and Services Tax (GST); however, do not include the GST in your bid amounts shown on the tender form and appendices.
- .3 The successful Tenderer may invoice for Goods and Services Tax (GST).
- .4 Further information in this regard may be obtained from the Owner at the specified Tender Address.

13. WORKERS COMPENSATION ACT/COMPANIES ACT AND GENERAL COMPLIANCE WITH LAWS

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

14. REQUIREMENT FOR USING HOTELS OR BED AND BREAKFAST FACILITIES

- .1 **On contracts where a Commercial Room and Board Facility (as defined below) exists within the community, the Contractor is required to use a Commercial Room and Board Facility to house and feed all workers directly employed by the Contractor and by any subcontractor or agent or any other business working on the project. The Contractor is not required to use Commercial Room and Board Facilities for workers who are Local Residents as defined in the NNI Policy.**
- .2 **The following definitions apply to this contract:**
 - a. **“Commercial Room and Board Facility” means a Hotel or a Bed and Breakfast (Tourist Home) that holds a Tourist Establishment Licence issued by the GN under the Travel and Tourism Act.**
 - b. **“Community” means the community in which the work is located as defined in the contract and includes the entire area within a 20-kilometre radius of the community.**
- .3 **The Commercial Room and Board Facility must:**
 - a. **meet the applicable requirements under the Public Health Act, and of the Eating or Drinking Place Regulations**
 - b. **meet all applicable requirements of the Public Health Act the Fire Prevention Act and applicable regulations thereunder, and any other applicable Government of Nunavut or federal legislation.**

15. STORAGE OF PROPANE CYLINDERS

- .1 The successful Tenderer is advised that they are responsible for the proper care and storage of propane cylinders on the job site in accordance with the Nunavut Fire Prevention Act. The penalty for non-compliance is up to \$10,000 fine and/or 1 year jail term.

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

The Fire Marshall's Office
Department of Community Government and Transportation
Government of Nunavut
Tel: (867) 975-5316 Fax: (867) 975-5330

16. TRANSPORTATION

- .1 The Contractor is to comply with requirements of Appendix “H” titled “Transportation of Materials”.

17. AVAILABILITY OF OWNER STOCKPILED GRANULAR MATERIAL

- .1 Granular materials are not available from Owner's stockpiles. Tenderers are advised to make enquiries regarding the availability and cost of granular material in the community.
- a. In many communities, purchase of granular materials including delivery and placement, is available from either the local hamlet office or from a local contractor.
- b. If the Contractor obtains granular material directly from the local borrow pit/quarry, they shall have all required borrow pit/quarry permit(s) in place, and shall submit a copy to the Engineer prior to obtaining the granular materials, and shall pay applicable fees.
- i. Contact Community & Government Services (C&GS) Regional Office, Planning and Lands Division, to apply for borrow pit/quarry permits; certain Hamlets may be able to grant these permits.
- ii. Contractors are advised that:
- they are legally bound by the permit to adhere to conditions and requirements stipulated in the borrow pit/quarry permit, and
 - the granting of a borrow pit/quarry permit is subject to a Nunavut Impact Review Board (NIRB) screening process, which can take a number of months for approval."

18. ACCEPTANCE

- .1 Tenders containing qualifications other than in the manner prescribed may be disqualified at the sole discretion of the Owner.
- .2 The submission of the lowest or any tender will not necessarily result in the award of a contract. The Owner reserves the right to cancel this tender, in whole or in part at any time and to re-tender the same for any reason whatsoever without incurring any liability, and no bidder will have any claim against the Owner as a consequence.
- .3 The Owner reserves the right to negotiate the tendered price solely with the low bidder (after adjustments in accordance with the Nunavummi Nangminiqaqtunik Ikajuuti (NNI) Policy), in order to achieve a reduced scope of work and price of up to 15%. The Owner further reserves the right to re-invite tenders from the low bidders without going to public tender in order to achieve a reduced scope of work greater than 15%, so long as the fundamental nature of the contract has not changed.

END OF INSTRUCTIONS TO TENDERERS

TENDER FORM

1. PROJECT INFORMATION

Project Title: Sewage Lagoon Decommissioning

Project Location: Hall Beach, Nunavut Project Number: 06-2004

Project Owner: The Government of Nunavut, herein the "Owner", represented by the Minister of the
Department of Community & Government Services

2. OFFER (Information to be completed by Tenderer)

Company Name

(herein the "Tenderer") offers to the Owner to furnish all necessary tools, plant, services, materials and labor to execute and complete in a careful and workmanlike manner the Work described in the Plans and Specifications for the prices as set out in Clause 4 or 5 of this Tender Form. The Tenderer hereby acknowledges receipt of Addenda No. _____ to No. _____ inclusive and hereby agrees they form part of this Tender.

3. GENERAL AGREEMENT (Information to be completed by Tenderer)

The Tenderer agrees:

- .1 To substantially perform the Work in compliance with the required completion schedule stated in the tender documents, or if no schedule is stated, to substantially perform the Work within _____ weeks from the date of notification of acceptance of the tender, or within a reasonable period of time after award;
- .2 That he has carefully examined the Work described herein; has become familiar with local conditions and the character and extent of the Work; has carefully examined every part of the proposed contract and thoroughly understands its terms and conditions; has determined the sources of supply of the materials required; has investigated labor conditions and has arranged for the continuous performance of the Work described in the Tender Documents;
- .3 That the list of Tender Documents included in Appendix "A" shall be and is the complete tender and this offer is made subject to all provisions contained therein;
- .4 That this tender supersedes and cancels all communications, negotiations, and agreements relating to the Work other than contained in the completed tender.

4. FOR A CONTRACT BASED ON A LUMP SUM (Information to be completed by Tenderer)

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

_____ DOLLARS (\$_____)

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

TENDER FORM

5. FOR A CONTRACT PRICE BASED ON UNIT PRICES (Information on Appendix "D" to be completed by Tenderer)

- (a) **For a Unit Price Contract, the Contractor shall complete Appendix "D".**
- (b) For a unit price contract, the contract value shall be the Total Estimated Contract Price shown on Appendix "D".
- (c) When an arithmetic error is identified on Appendix "D", the tendered Unit Price shall take precedence over the Total Estimated Contract Price and the Owner shall correct the arithmetic error as explained below.
- (d) The Total Estimated Contract Price shall equal the sum of all Extensions (Column 6) for all items listed on Appendix "D". In the event that an arithmetic error is made in adding the individual Extensions listed in Column 6, the Owner shall correct the arithmetic error.
- (e) Each Extension shall be equal to the Estimated Quantity (Column 3) multiplied by the tendered Unit Price (Column 5). In the event that an arithmetic error is made in multiplying the Estimated Quantity (Column 3) by the tendered Unit Price (Column 5) the Owner shall correct the arithmetic error including the Extension and the Total Estimated Contract Price.
- (f) The Total Estimated Contract Price is based on estimated quantities; the final Contract amount owing to the Contractor shall be determined by taking the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and multiplying by the appropriate tendered Unit Price adjusted by any changes that are made in accordance with the provisions of the Contract Documents.

6. DECLARATIONS (Information to be completed by Tenderer)

The Contractor hereby declares that:

- .1 No person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which the Tender is made, except as revealed by the tender or as may be required by the terms of this Contract for which the Tender is made;
- .2 This Tender is irrevocable for a period of thirty (30) calendar days from the date of Phase I Tender Closing, as explained in Instructions to Tenderers 4.4;
- .3 The Tenderer acknowledges that the Owner may extend the above thirty (30) day period to sixty (60) days provided that notification of extension is made within fifteen (15) calendar days of Phase I Tender Closing date, and that this extension shall result in an increase or decrease to the stipulated price of:

\$_____ addition to stipulated price

or

\$_____ reduction to stipulated price

(Any increase and decrease to the stipulated price, shall not be subject to an adjustment under the Nunavummi Nangminiaqtunik Ikajuuti Policy.)

TENDER FORM

7. SIGNATURES (Information to be completed by Tenderer)

Signed, sealed and submitted for and on behalf of:

Company _____
(Full Legal Business Name)

(Street Address)

(Mailing Address)

(Community, Territory/Province and Postal Code)

Signature _____

Name & Title _____

Dated at _____ this _____ day of _____, 20

Witness _____

Dated at _____ this _____ day of _____, 20

LIST OF TENDER DOCUMENTS - APPENDIX A
(Information to be completed by OWNER)

Project Number: 06-2004

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

Tender

1. Tender Advertisement
2. Instructions to Tenderers
3. Tender Form
4. Appendices to Tender: A, B, B-1, B-2, C, D, E, F, G, H, I, J and K
5. Addenda (issued during Tender period): Addendum# 1 to 4
(list Addenda when preparing the contract documents after award)

Contract

1. Articles of Agreement
2. Terms of Payment
3. General Conditions
4. Special Provisions:
5. Drawings (list):
Included as part of the tender document
6. Technical or General Specifications
(list or refer to technical specification index):
As enclosed in the tender documents

LOCAL/NUNAVUT/INUIT EMPLOYMENT AND TRAINING

Local/Nunavut/Inuit employment and training are high priorities with the Government of Nunavut (GN). General Contractors and Sub-contractors contracted for work on Government of Nunavut projects are required to hire Local and Nunavut and Inuit residents to the maximum extent possible. Information regarding available Local and Nunavut and Inuit workers can be obtained from a Federal Government Employment Centre, a Federal Government Outreach Centre, or Hamlet Office, and Education Department Career Centres of the Government of Nunavut.

Federal Government Employment Centres:

<u>Location</u>	<u>Phone Number</u>	<u>Facsimile Number</u>
Rankin Inlet	(867) 645-2853	(867) 645-2148
Iqaluit	(867) 979-6271	(867) 979-6070

Federal Government Outreach Centres or Hamlet Offices:

<u>Location</u>	<u>Phone Number</u>	<u>Facsimile Number</u>
Arviat	(867) 857-2678	(867) 857-2502
Qikiqtarjuaq (Broughton Island)	(867) 927-8832	(867) 927-8120
Cape Dorset	(867) 897-8943	(867) 897-8030
Clyde River	(867) 924-6220	(867) 924-6293
Pond Inlet	(867) 899-8935	(867) 899-8940
Cambridge Bay	(867) 983-2120	(867) 983-2570
Baker Lake	(867) 793-2517	(867) 793-2509
Taloyoak	(867) 561-6341	(867) 561-5057
Kuugaruk (Pelly Bay)	(867) 769-6281	(867) 769-6069
Kugluktuk (Coppermine)	(867) 982-4471	(867) 982-3060
Gjoa Haven	(867) 360-7141	(867) 360-6049
Igloolik	(867) 934-8830	(867) 934-8757
Pangnirtung	(867) 473-8953	(867) 473-8832

Training is encouraged on all construction projects and, in some tenders, will be made a contract requirement. Funding to offset training costs is provided through the Building and Learning strategy, the Apprenticeship Program, the Training On The Job Program and Women in Trades and Technology, and as a contract bonus pursuant to the Nunavummi Nangminiaqtunik Ikajuuti Policy, Government of Nunavut. Contractors can obtain further information from the Education Department Career Centres, Government of Nunavut.

Education Department Career Centres, Government of Nunavut:

<u>Location</u>	<u>Phone Number</u>	<u>Facsimile Number</u>
Cambridge Bay	(867) 983-7214	(867) 983-2004
Iqaluit	(867) 975-5653	(867) 975-5670
Rankin Inlet	(867) 645-5039	(867) 645-2148
Igloolik	(867) 934-8192	(867) 934-8808

EMPLOYMENT REPORT

The successful General Contractor will be required to complete an Employment Report for ALL site employees that have worked on this project. The Contractor is required to complete a standard GN employment report.

A SAMPLE of the required Employment Report is attached on the following page. This form is available from the Owner.

This information **must** be submitted with each Progress Claim on contracts over \$100,000.00 as well as with the Substantial Certificate of Completion, updated with the Final Certificate of Completion.

For projects under or equal to \$100,000.00 the Employment Report must be submitted with the substantial Certificate of Completion, updated with the Final certificate of Completion. At the sole discretion of the owner, the information may be required with each Progress Claim.

It is the General Contractor's responsibility to obtain the required information from the sub-trades and sub-sub-trades.

The successful General Contractor shall comply with the requirements of Clauses GC52, GC53, GC54 and GC55. Specifically in respect to Clause GC54, if requested to do so by the Owner, the successful General Contractor shall be responsible to obtain an "Employee Verification and Consent Form" included as Appendix "B", page 4.

EMPLOYMENT REPORT

Project Name: Sewage Lagoon Decommissioning	Project Location: Hall Beach, Nunavut
General Contractor:	Project No: 06-2004 Contract No:
Report Submitted by (General/Subcontractor):	Reporting Period From: To:

This Employment Report is Submitted With: *(CHECK ONE)*

<input type="checkbox"/> Progress Claim No. _____ Date:	<input type="checkbox"/> Substantial Certificate of Completion Date:	<input type="checkbox"/> Final Certificate of Completion Date:
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Employee's Name	** Inuit		Employee's Address: (Street Address & Mailing if different)	Date Hired:	Date Terminated:	Hrs. Work. This Period:	Hours Worked To Date:	Gross Income This Period:	Gross Income To Date:	* Class
	Yes	No								

<u>Contractors / Subcontractors Name & Title</u> (Print)	<u>Contractors / Subcontractors Signature:</u>	<u>Date:</u>

* Classifications:

1. Superintendent	2. Carpenter	3. Carpenter Apprentice	4. Labourer	5. Mechanical	6. Mechanical Apprentice	7. Electrician	8. Electrical Apprentice	9. Drywall/ Painter	10. Drywall / Painter Apprentice	11. Other (specify)
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**Beneficiary of the Nunavut Land Claim Agreement

EMPLOYEE VERIFICATION AND CONSENT FORM

TO: GOVERNMENT OF NUNAVUT (GN)

My full name is _____
(Print or Type)

My permanent home address is _____
(mailing and physical
address) _____

I am employed by _____

On _____
(Name or Description of Project)

I have lived in Nunavut for at least the past 12 months and in _____

_____ For at least the past 6 months.
(Community)

AND TO WHOM IT MAY CONCERN

I hereby authorize any Federal, Provincial or Territorial government department or agency to release particulars and/or a copy of my Nunavut Health Care Card, Nunavut Driver's License, Nunavut Motor Vehicle Registration, Nunavut General Hunting License, and Nunavut Tungavik Inc. (NTI) to release my Beneficiary number or card, or any other documentation which the GN may deem helpful or necessary in verifying my place of residence or Beneficiary status.

(Witness) _____
(Employee Signature)

Signed _____, _____
(Date) (Year)

BID ADJUSTMENT INFORMATION

- This contract shall be awarded to the Tenderer who is responsive and responsible (as defined in the Government Contract Regulations) and who has submitted a tender that, after the application of any tender adjustment permitted under the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy, is lower than that submitted by any other responsive and responsible Tenderer. Bid and contract requirements have been developed to comply with the letter and the spirit and intent of the NNI Policy.
- If and when requested by the GN, the Tenderer shall, prior to award, provide the GN with any and all clarifications, substantiations or further explanation about the proposals made by the Tenderer in respect to Local, Nunavut, Inuit and other content contained in their bid and reflected on Appendices "B-1" and "B-2".
- Tenderers are required to identify the dollar value of Own Forces as well as to name **ALL** subcontractors/suppliers and to identify their dollar value.
- Amendments affecting the tendered price shall require the Tenderer to also amend Appendix "B-1" to reflect the change, prior to the Phase I tender closing.
- Dollar value of Own Forces/Subcontractors noted in Appendix "B-1" shall include all amounts listed in Appendix "B-2" (i.e. payroll, transportation, equipment, etc.) for the Tenderer and all subcontractors. B-2 amounts that exceed the B-1 amounts will not be considered for bid adjustment.
- Dollar value(s) for payroll on Appendix "B-2" shall include all payroll costs for all divisions of work identified as Own Forces.
- An approved Nunavut Business or Inuit Firm will only receive bid adjustments for subcontractors, suppliers, payroll, and other bid components for those parts of bid that are Own Forces, or that are subcontracted to approved Nunavut businesses and/or Inuit firms, or for payroll to Inuit or Nunavut Residents. Bid adjustments will not be given for those portions of the bid that are not Nunavut or Inuit content. The definition of "Nunavut Business", "Inuit Firm", "Inuit" and "Nunavut Resident" are to be those definitions in the NNI Policy Definitions Appendix.
- Any business that is not an approved Nunavut Business, two weeks prior to tender closing, or is not an approved Inuit Firm prior to tender close, will not receive a bid adjustment for their portion of the bid, with the exception of the Inuit and/or Nunavut Payroll components, and amounts listed on Appendix B-1 as subcontracted to Nunavut and/or Inuit firms approved by the foregoing deadlines. Payroll to Inuit and Payroll to Nunavut Residents, need not be supplied by an Inuit Firm or a Nunavut Business to receive a bid adjustment.
- A Tenderer (General Contractor) that is not a Nunavut Business or an Inuit Firm will only receive bid adjustments for Inuit and/or Nunavut Payroll amounts, and for amounts identified on Appendix B-1 as going to approved Nunavut Businesses and/or Inuit Firms. A completed Appendix B-2 for each named Nunavut Business and/or Inuit firm listed on Appendix B-1 must be submitted by the General Contractor for the Nunavut and/or Inuit subcontractor or supplier amounts to be eligible for bid adjustment.
- For companies listed as suppliers of materials, to receive the Nunavut bid adjustment, the company listed must be specifically approved by the GN for Supply of the applicable type of materials 2 weeks prior to the closing.
- to be eligible for an extra adjustment for "Local", the bid amount must first be eligible for an adjustment as a Nunavut business, or an Inuit firm.

APPENDIX B-1

General Contractors & Sub-Contractors Dollar Amount

Project Title: Sewage Lagoon Decommissioning

Project Location: HALL BEACH, NUNAVUT

Project Number: 06-2004

Tenderers are required to identify the dollar value of Own Forces as well as ALL Sub-Contractors that will be involved in the completion of this project. This Appendix MUST be submitted no later than the time and date set for the Phase I tender closing. If this Appendix is not submitted or is incomplete the tenderer may be disqualified. By signing this Tender, the Tenderer is certifying that the information on this Appendix is correct. Changes to this information will not be accepted after Phase I Tender Closing. The owner reserves the right to ask the tenderer for substantiation of information provided.

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

Project Name:**Project Location:****Project Number:****General Contractor:**

This Appendix must be received within 24 hours of the Phase I tender close. To receive bid adjustments, as per the Nunavummi Nangminiqatunik Ikajuuti (NNI) Policy, all tenderers **MUST** complete this form. The Nunavut, Local and Inuit firm status, as defined by the NNI Policy, of named companies will be verified by the owner. The owner reserves the right to request substantiation of information provided. No changes with respect to this information will be allowed without written authorization of the owner. Dollar value for payroll shall include all divisions of work identified as own forces.

General Contractor (full business name):

Payroll	Local Nunavut Residents	Nunavut Res. (excl. Local)	Local Inuit Beneficiaries	Inuit Beneficiaries (excl. Local)	Total \$ Inuit Payroll (for GN use)	% Inuit of Total Payroll (for GN use)	Other Payr. - not Nunavut or Inuit	Total Payroll
Cost Components (excluding Payroll) Identify Work to be Completed by own forces or Name Subcontractor/ Supplier	*Nunavut Firms (not NTI approved Inuit)		*Nunavut & **Inuit Firms (GN & NTI approved)		**Inuit Firms (not GN approved Nunavut)		Other (not GN or NTI approved firm)	* approved by GN ** approved by NTI Total each Line
	Local & Nunavut (excluding Inuit)	Nunavut (excl. Local & Inuit)	Inuit & Local & Nunavut	Inuit & Nunavut (excluding Local)	Inuit & Local	Inuit (excluding Local)		
General Expenses:	\$	\$	\$	\$	\$	\$	\$	\$
Accommodation:	\$	\$	\$	\$	\$	\$	\$	\$
Sealift:	\$	\$	\$	\$	\$	\$	\$	\$
Other Transportation:	\$	\$	\$	\$	\$	\$	\$	\$
Sitework:	\$	\$	\$	\$	\$	\$	\$	\$
Framing/Structural:	\$	\$	\$	\$	\$	\$	\$	\$
Name the Material Supplier(s) below	Note: Business must be specifically approved by the GN for supply of applicable product to receive Nunavut bid adjustment.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
List Miscellaneous Expenses below	Note: The name of the applicable company, or an indication of "own forces" must be given, to be considered for bid adjustment.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
TOTALS: Payroll + Other Cost Components	\$	\$	\$	\$	\$	\$	\$	\$
Total \$ and % Inuit Content (for GN use):								
This section for GN use: NNI adjustments: 14% Nunavut, -3% Local, -3% Inuit	Amount Qualified for NNI Adjustment	\$	\$	\$	\$	\$	\$	\$
	Adjustment - %	17%	14%	20%	17%	6%	3%	0%
	NNI Adjusted	\$	\$	\$	\$	\$	\$	\$

Project Name: _____ **This Appendix must be received within 24 hours of the Phase I tender close.** To receive bid adjustments, as per the Nunavummi Nangminiaqtunik Ikajuuti (NN.) Policy, all tenderers **MUST** complete this form. The Nunavut, Local and Inuit firm status, as defined by the NNI Policy, of named companies will be verified by the owner. The owner reserves the right to request substantiation of information provided. No changes with respect to this information will be allowed without written authorization of the owner. Dollar value for **General Contractor:** _____ payroll shall include all divisions of work identified as own forces.

Mechanical Sub-Contractor (full business name):

Payroll	Local Nunavut Residents	Nunavut Res. (excl. Local)	Local Inuit Beneficiaries	Inuit Beneficiaries (excl. Local)	Total \$ Inuit Payroll (for GN use)	% Inuit of Total Payroll (for GN use)	Other Payr. - not Nunavut or Inuit	Total Payroll
Cost Components (excluding Payroll) Identify Work to be Completed by own forces or Name Subcontractor/ Supplier	*Nunavut Firms (not NTI approved Inuit)		*Nunavut & **Inuit Firms (GN & NTI approved)		**Inuit Firms (not GN approved Nunavut)		Other (not GN or NTI approved firm)	* approved by GN ** approved by NTI
	Local & Nunavut (excluding Inuit)	Nunavut (excl. Local & Inuit)	Inuit & Local & Nunavut	Inuit & Nunavut (excluding Local)	Inuit & Local	Inuit (excluding Local)		Total each Line
General Expenses:	\$	\$	\$	\$	\$	\$	\$	\$
Accommodation:	\$	\$	\$	\$	\$	\$	\$	\$
Sealift:	\$	\$	\$	\$	\$	\$	\$	\$
Other Transportation:	\$	\$	\$	\$	\$	\$	\$	\$
General Plumbing:	\$	\$	\$	\$	\$	\$	\$	\$
Sprinklers:	\$	\$	\$	\$	\$	\$	\$	\$
Insulation:	\$	\$	\$	\$	\$	\$	\$	\$
Sheet Metal:	\$	\$	\$	\$	\$	\$	\$	\$
Controls:	\$	\$	\$	\$	\$	\$	\$	\$
List Material Supplier(s) below	Note: Business must be specifically approved by the GN for supply of applicable product to receive Nunavut bid adjustment.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
List Miscellaneous Expenses below	Note: The name of the applicable company, or an indication of "own forces" must be given, to be considered for bid adjustment.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
TOTALS: Payroll + Other Cost Components	\$	\$	\$	\$	\$	\$	\$	\$
Total \$ and % Inuit Content (for GN use):								
This section for GN use: NNI adjustments:	Amount Qualified for NNI Adjustment	\$	\$	\$	\$	\$	\$	\$
14% Nunavut, -3% Local, -3% Inuit	Adjustment - %	17%	14%	20%	17%	6%	3%	0%
	NNI Adjusted	\$	\$	\$	\$	\$	\$	\$

SUBSTANTIATION OF BID ADJUSTMENT - APPENDIX B-2

Project Name: _____ **This Appendix must be received within 24 hours of the Phase I tender close.** To receive bid adjustments, as per the Nunavutmi Nangminiaqtunik Ikajuuti (NNI) Policy, all tenderers **MUST** complete this form. The Nunavut, Local and Inuit firm status, as defined by the NNI Policy, of named companies will be verified by the owner. The owner reserves the right to request substantiation of information provided. No changes with respect to this information will be allowed without written authorization of the owner. Dollar value for **General Contractor:** _____ payroll shall include all divisions of work identified as own forces.

Other Sub-Contractor (full business name): _____

Payroll	Local Nunavut Residents	Nunavut Res. (excl. Local)	Local Inuit Beneficiaries	Inuit Beneficiaries (excl. Local)	Total \$ Inuit Payroll (for GN use)	% Inuit of Total Payroll (for GN use)	Other Payr. - not Nunavut or Inuit	Total Payroll
Cost Components (excluding Payroll) Identify Work to be Completed by own forces or Name Subcontractor/ Supplier								
	*Nunavut Firms (not NTI approved Inuit)	*Nunavut & **Inuit Firms (GN & NTI approved)						
	Local & Nunavut (excluding Inuit)	Nunavut (excl. Local & Inuit)	Inuit & Local & Nunavut	Inuit & Nunavut (excluding Local)	**Inuit Firms (not GN approved Nunavut)	Inuit (excluding Local)	Other (not GN or NTI approved firm)	* approved by GN ** approved by NTI
					Inuit & Local			Total each Line
General Expenses:	\$	\$	\$	\$	\$	\$	\$	\$
Accommodation:	\$	\$	\$	\$	\$	\$	\$	\$
Sealift:	\$	\$	\$	\$	\$	\$	\$	\$
Other Transportation:	\$	\$	\$	\$	\$	\$	\$	\$
List Material Supplier(s) below	Note: Business must be specifically approved by the GN for supply of applicable product to receive Nunavut bid adjustment.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
List Miscellaneous Expenses below	Note: The name of the applicable company, or an indication of "own forces" must be given, to be considered for bid adjustment.							
1	\$	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$	\$
TOTALS: Payroll + Other Cost Components	\$	\$	\$	\$	\$	\$	\$	\$
Total \$ and % Inuit Content (for GN use):								
This section for GN use: NNI adjustments: 14% Nunavut, -3% Local, -3% Inuit	Amount Qualified for NNI Adjustment	\$	\$	\$	\$	\$	\$	\$
	Adjustment - %	17%	14%	20%	17%	6%	3%	0%
	NNI Adjusted	\$	\$	\$	\$	\$	\$	\$

Note: for additional "Other Sub-contractors" use photocopies of this page

LIST OF UNIT PRICES
STIPULATED PRICE CONTRACTS ONLY - APPENDIX C

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

Project Number: 06-2004

The following are our unit prices for the units of work listed hereunder. The base price for the work is included in our tender; these unit prices apply only to variances of the estimated quantity.

TO BE COMPLETED BY THE GN			TO BE COMPLETED BY THE TENDERER	
Unit of Work			Unit Price (\$)	
Item	Description	Unit	Addition	Deletion
			\$	\$

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

- (a) The conditions in Tender Form, Clause 5.0 apply to the completion of this Appendix.
- (b) If space for listing items is insufficient, the Owner shall annex a list and make reference to it on this form.
- (c) 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
Total Estimated Contract Price:					

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

(To be Completed by Tenderer and Submitted with Tender)

Project Number: 06-2004

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
N/A		

LIST OF OPTIONS
PROPOSED BY THE TENDERER - APPENDIX F

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

Project Number: 06-2004

In accordance with Clause 7 of the Instructions to Tenderers, the Tenderer may propose options or substitutions below. The cost of such options and substitutions are NOT included in the stipulated price.

If this form is not used, the Tenderer should draw a line through the form and initial.

Description of Options & Substitutions proposed by Tenderer	Effect on Stipulated Price (\$)	
	\$ Addition to Stipulated Sum Price	\$ Reduction to Stipulated Sum Price

PLANT AND EQUIPMENT LIST - APPENDIX G

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

Project Number: 06-2004

The following list is the complete description of plant and equipment I/We propose to use in the execution of this contract. Such plant and equipment will be made available for inspection prior to the award of contract. The plant and equipment shall be moved to the project site upon direction from the Owner and shall not be removed from the site until completion of the contract without written approval from the Owner.

[illegible]

TRANSPORTATION OF MATERIALS - APPENDIX H

1. Transportation/shipping and handling of materials and all costs thereof are the responsibility of the Contractor unless otherwise noted. **Modes of transporting materials shall be decided by the Contractor unless by marine transport in which case Clause 2 shall apply.**
2. Whenever marine (water) transport is to be utilized, the Contractor shall use the Government of Nunavut specified carriers, and space should be booked directly with the carriers, as follows:

2.1 For the following communities in the Baffin Region:

South Baffin: Cape Dorset, Kimmirut, and Pangnirtung,
and

High Arctic including North Baffin:

Arctic Bay, Clyde River, Grise Fiord, Nanisivik, Pond Inlet, Qikiqtarjuaq (Broughton Island), and *Kugaaruk (Pelly Bay) (*as far as Nanisivik for furtherance), and Resolute Bay

Nunavut Eastern Arctic Shipping (NEAS),

By ships loading at the Montreal area Port of Valleyfield:

Contact: John Lepine

Phone, Toll free: (877) 225-6327

Fax: (514) 523-7875

*for transport to **Kugaaruk** beyond Nanisivik, the Carrier is:

Canada Coast Guard

Contact: John – Perry – Perrozzino

Phone: (613) 998-1585

Fax: (613) 991-9261

2.2 For the following communities in the Baffin and Kivalliq Regions:

Foxe Basin: Hall Beach, Igloolik, and Repulse Bay,
and

Iqaluit,

and

Kivalliq: Arviat, Baker Lake, Chesterfield Inlet, Coral Harbour, Rankin Inlet, Sanikiluaq, and Whale Cove (Note: shipping to Kivalliq is from Montreal area):

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

2.3 For the following communities in the Kitikmeot Region:

Kitikmeot: Cambridge Bay, Kugluktuk (Coppermine), Gjoa Haven, and Taloyoak:

Northern Transportation Company Limited (NTCL),

By barges loading at Hay River, Northwest Territories

Contact: Lynette Storoz

Phone: (867) 874-5100

Fax: (867) 874-5102

3. The annual shipping rates offered by marine carriers are dependent upon anticipated cargo quantities including the materials for construction projects; therefore, Contractors are to bid using the published sailing schedules and rates available from the above marine carriers, and also available from the Department of Public Works and Services, Finance Division, Contact: John Fast, Traffic Coordinator at (867) 975-5437.
4. In exceptional or extraordinary circumstances, where the specified marine carrier's sailing schedule is in substantial conflict with the project schedule, the GN will review the circumstances, taking into account the adverse impact on the project and the specified marine carrier's interests, and the GN 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.
5. If a Contractor uses a marine carrier other than the GN contracted marine carrier without the GN's written authorization to do so, the Contractor shall be responsible for extra freight cost, administrative costs or any other costs, incurred by the GN which result directly or indirectly from the Contractor's failure to use the GN specified marine carrier as set out in this Appendix. The Contractor shall also be responsible to refund to the GN any monies saved by the Contractor by using a marine carrier other than the specified marine carrier as set out in this Appendix H.

INSURED: _____

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

Government of Nunavut
Construction Tender
April 2000

CONTRACTOR'S CERTIFICATE OF INSURANCE - APPENDIX I - page 2 of 2

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

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

Name and Address of Insurance Agent, Broker or Insurance Company

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

Date _____

By _____
(Authorized Representative)



Nunavummi Nangminiqaqtunik Ikajuuti

Nunavummi Nangminiqaqtunik Ikajuuti

Prepared by

The GN / NTI Contracting Working Group

March 17, 2000

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Appendices

Appendix A: Definitions

Nunavummi Nangminiaqtunik Ikajuuti

1.0 Coming Into Effect

- 1.1 This Policy is in effect on and after April 1, 2000 for every contract initiated on or after April 1, 2000.

2.0 Replacement

- 2.1 On its coming into effect, the Policy replaces the Nunavut Contracting Procedures for the Nunavut Settlement Area and the Nunavut Business Incentive Policy. Any guidelines or directives previously issued under those two replaced policies continue in effect until otherwise modified, but shall be interpreted so as to comply with the Policy.

3.0 Authority

- 3.1 In exercising its wider responsibilities and prerogatives, the Cabinet may, on an exceptional basis, depart from the application of provisions of the Policy.

4.0 Title:

- 4.1 The Policy is entitled the "Nunavummi Nangminiaqtunik Ikajuuti" or "NNI Policy".

5.0 Application

- 5.1 Subject to sections 5.2 and 5.3, the Policy applies to the design, award, administration and interpretation of any Contract:
- (a) to which the Government of Nunavut, or any of its Public Agencies or Public Boards as described in the Financial Administration Act is a party;
 - (b) where the Government of Nunavut provides, directly more than 51% of the total Contract funds; and,
 - (c) where the Government of Nunavut provides, directly more than 51% of the annual operating funds of one of the parties.
- 5.2 The Policy does not apply to:
- (a) a contract that provides the Government of Nunavut with insurance against liability;
 - (b) a Government of Nunavut Employment Contract; or,
 - (c) a contract for the supply of emergency services,

5.3 Unless otherwise agreed by the Government of the Northwest Territories, the Policy does not apply to a contract where one of the parties is

- 1) a public body that is administered on behalf of the Government of Nunavut by the Government of the Northwest Territories; or,
- 2) a joint body of the Government of Nunavut and the Government of the Northwest Territories.

6.0 Definitions

6.1 Unless otherwise required by the context, terms used in the Policy have the meanings set out in Appendix A.

7.0 Policy Objectives

7.1 The Policy has the following objectives:

(a) Good Value and Fair Competition

To secure goods and services for the Government of Nunavut at the best value, recognizing the higher cost of doing business in Nunavut, and using a contracting process that is clear, fair and equitable.

(b) Strengthening the Nunavut Economy

To build the economy of Nunavut and its communities by strengthening business sector capacity and increasing employment.

(c) Inuit Participation

Subject to ss.16(2), to bring about a level of Inuit participation in the provision of goods and services to the Government of Nunavut that reflects the Inuit proportion of the Nunavut population.

(d) Nunavut Education and Training

Subject to ss.16(2), to increase the number of trained and skilled Nunavut Residents in all parts of the workforce and business community to levels that reflect the Inuit proportion of the Nunavut population.

8.0 The Bathurst Mandate

8.1 The Policy has been developed in a way consistent with the Government of Nunavut's 1999 Bathurst Mandate.

9.0 The Clyde River Protocol

9.1 The Policy has been developed in cooperation with Nunavut Tunngavik Incorporated in a way consistent with the "Protocol to Govern Working Relations Between the Government of Nunavut and Nunavut Tunngavik Incorporated" ('the Clyde River Protocol'), signed in November 1999

10.0 Relationship to Nunavut Land Claims Agreement (NLCA)

- 10.1 The Policy is aimed at implementing the Government of Nunavut's obligations under Article 24 of the NLCA.
- 10.2 The Policy shall be interpreted so as to respect to the letter and intent of the NLCA.

11.0 Evaluation Process and Bid Adjustment

- 11.1 The evaluation process for the award of Tenders and for the cost criteria portion of Requests for Proposals shall be as follows:
- (a) all Tenders submitted should meet minimum contract requirements specified in the request for tender or proposal and should demonstrate a capability of carrying out the work;
 - (b) all Tenders meeting the requirements of 11.1.a and the cost criteria of relevant Proposals shall then be adjusted based upon Nunavut Business status, Inuit Firm status, and Local status of the proponent, general contractor, subcontractors, and suppliers, including the labour component;
 - (i) the adjustment for the labour component shall be based on estimates of payroll expenditures made by the general contractor, subcontractors and suppliers, for Nunavut, Inuit, and Local payroll expenditures that form part of the bid; and,
 - (ii) in the absence of any qualitative or contrary considerations based on quality of goods and services, conduct, past performance, or other like considerations, the lowest tender after adjustments shall be awarded the contract.
 - (c) the bid adjustment values shall be as follows:
 - (i) Nunavut firm status, an adjustment of 14%;
 - (ii) Inuit firm status, an additional adjustment of 3%;
 - (iii) Local status, an additional adjustment of 3%
- 11.2 The evaluation process for the award of Proposals shall be as follows:
- (a) all Proposals submitted should meet minimum contract requirements specified in the Request For Proposals and should demonstrate a capability of carrying out the work;
 - (b) all proposals meeting the requirements of 11.2.a will be evaluated to determine which appears to offer the best overall value to the Government of Nunavut, based on the evaluation criteria established in the RFP;
 - (c) for Proposals where there is a clear cost criteria the bid adjustment values outlined in 11.1.c will be applied to that portion of the evaluation;

(d) Inuit content criteria will be included in the evaluation criteria established for each RFP. The Inuit content values shall be, at a minimum, as follows:

- (i) for Inuit employment 10%
- (ii) for Inuit ownership 5%

- 11.3 Details of the evaluation process shall be further described in procedures developed by the Responsible Department and made available to the public.
- 11.4 The bid adjustment values for goods contracts will be applied to the first \$100,000.00 only.
- 11.5 Evaluation criteria, consistent with the Policy Objectives contained in 7.0, and based on the Bid Adjustment Values and Content Ratings identified in this section, may be developed by the Responsible Department for specific types of professional services contracts or other distinctive sub-categories of contract.

12.0 Bonuses and Penalties

12.1 Contracts may provide for:

- (a) a bonus that shall be applied in the event that minimum threshold requirements set by the Contracting Authority in the request for tenders or proposals have been exceeded; or,
- (b) a penalty that shall be applied in event that minimum threshold requirements set by the Contracting Authority in the request for tenders or proposals have not been met.

- 12.2 Where applicable, bonuses or penalties shall apply with respect to Inuit participation in employment, project management, and training.
- 12.3 Where applicable, in the area of employment, a bonus or penalty shall be calculated as 1/3 of 1% of the total labour content of the contract for each 1% of the amount by which employment either exceeds or does not meet the mandatory requirement.
- 12.4 Bonuses and penalties shall be calculated for Local Inuit Labour and/or Nunavut Inuit Labour.
- 12.5 In the area of Inuit management, a bonus or penalty in the amount of 2% of the total labour content shall be determined on the basis of whether an Inuk is employed as a Project Manager, either locally or for Nunavut. A larger bonus, but not a larger penalty, of an additional 1% shall be determined for a locally employed Inuk Project Manager than a Nunavut employed Inuk Project Manager.
- 12.6 Where applicable, a bonus or penalty shall be determined on the basis of on-going evaluation as to whether Inuit are provided training in the following areas:
 - (a) entry level or support positions, involving the performance of basic tasks; and,
 - (b) apprenticeship or development positions, involving on-the-job training and classroom instruction aimed at professional skills and accreditation;

- 12.7 Bonuses and penalties shall be determined for the provision of training to both non-Local Inuit and Local Inuit.

13.0 Maximum Bonuses and Penalties

- 13.1 The maximum total bonuses and penalties to be determined for a single Contract for employment, management, and training shall not exceed 25% of the total labour price.

14.0 Monitoring and Enforcement Procedures

- 14.1 Monitoring and enforcement procedures shall be developed and applied:
- (a) generally, to ensure compliance with the Policy by Contractors;
 - (b) more specifically, to ensure that bonuses and penalties are based on actual performance;
 - (c) to ensure that the Policy is applied consistently across departments of the Government of Nunavut, the various regional and local offices of those departments, and those GN Public Agencies and Boards set out in the Financial Administration Act.

15.0 Application of Monitoring and Enforcement Procedures

- 15.1 Each Contract Authority within the Government of Nunavut is responsible for monitoring and enforcement of Contracts under which it expend funds.
- 15.2 Each Contract Authority within the Government of Nunavut shall provide monitoring and enforcement information to the Responsible Department in a manner that may be stipulated by that department.
- 15.3 The Government of Nunavut, through the Responsible Department shall provide Nunavut Tunngavik Incorporated with information in a timely manner regarding the outcomes of its monitoring and enforcement activities.

16.0 Periodic Review

- 16.1 It is recognized that achieving the objectives of the Policy will require consistent and persistent effort.
- 16.2 It is further recognized that the achievement of objectives may be most realistically and reliably secured by measured progress over time.
- 16.3 The substance and application of the Policy should therefore be reviewed and revised on a periodic basis to ensure that progress towards objectives is being made in a demonstrable and balanced way.

17.0 Review Committee

- 17.1 A Contracting Policy Review Committee, consisting of representatives appointed by the

Government of Nunavut and Nunavut Tunngavik Incorporated, shall be established to review the implementation of the Policy on a periodic basis and, in any event, at least on an annual basis.

- 17.2 As part of its mandate, the Review Committee shall develop and apply specific mechanisms for assessing progress towards objectives and making recommendations for adjustments to the Policy.
- 17.3 As part of its mandate, the Review Committee shall examine monitoring and enforcement concerns arising out of the implementation of the Policy.
- 17.4 The Review Committee will conduct a comprehensive review at the end of the first three-year period, and every five years thereafter
- 17.5 The Review Committee shall submit all of its work to the Government of Nunavut and Nunavut Tunngavik Incorporated.
- 17.6 In carrying out its work, the Review Committee shall make efforts to collect public input and to consult with interested parties. Without limiting the ability of the Committee to make other parts of its work available to the public, these annual and multi-year reviews shall in all cases be made available to the public.

18.0 Appeals and Arbitration

- 18.1 A Contractor that has submitted a proposal or Tender and that wishes to challenge an award of Tender or proposal may do so within five (5) days of the award announcement by directing the challenge to the Contracting Authority. The Contracting Authority shall have five (5) business days to respond to the challenge.
- 18.2 Any further challenge of an award shall be directed in writing to a Contracting Appeals Board.
- 18.3 An independent Contracting Appeals Board shall be formed, consisting of the representatives of three parties, appointed to terms of two years. A representative shall be appointed by each of the following :
 - i) the Government of Nunavut;
 - ii) Nunavut Tunngavik Incorporated; and,
 - iii) the Nunavut Chambers of Commerce.
- 18.4 The Board shall convene within 21 days of receiving a challenge.
- 18.5 Upon hearing a challenge, the Appeals Board may:
 - i) uphold the award; or
 - ii) recommend remedial actions.

- 18.6 The decision of the Appeals Board shall be binding and final.
- 18.7 If, in the sole opinion of the Appeals Board, a challenge of an award is frivolous or vexatious, then the Board may seek administrative costs against the party who brought the challenge.
- 18.8 An annual report, including financial statements, shall be prepared by the Appeals Board and submitted to the Government of Nunavut and to Nunavut Tunngavik Incorporated. In addition, these annual reports shall be made available to the public.
- 18.9 Notwithstanding that an appeal may be pending, the Contracting Authority may award the Contract.

19.0 Financial Resources

- 19.1 The expenditure of funds by the Government of Nunavut under the Policy is conditional on approval of such funds in the Main Estimates by the Legislative Assembly and on there being a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required, and on meeting such further requirements as may be set out in the Financial Administration Act.

20.0 Transition for Certain Businesses

- 20.1 The Government of Nunavut recognizes the contribution made to the Nunavut economy by a number of companies that have operated for many years in Nunavut that do not qualify as a Nunavut Business under this Policy. Accordingly, any business that, immediately before the coming into effect of the Policy, qualified as a Nunavut Business for the purpose of the Business Incentive Policy, shall qualify as a Nunavut Business under this Policy until the second anniversary of the coming into effect of this Policy.
- 20.2 For greater certainty, section 20.1 shall cease to have any application on the second anniversary of the coming into effect of the Policy and no business shall continue to qualify as a Nunavut Business or Inuit Firm unless it meets the definitions for those terms set out in Appendix A.

21.0 Revisions to or repeal of this Policy

- 21.1 Cabinet may make changes to this policy consistent with the obligations of the Government of Nunavut in Article 24 of the Nunavut Land Claims Agreement which requires a collaborative process with Nunavut Tunngavik Inc. in the maintenance of preferential procurement policies, procedures and approaches.

APPROVED BY CABINET

DATE:

Original is signed by the Premier

Paul Okalik, Premier

Includes Appendix A – Seven pages

APPENDIX A: DEFINITIONS

The following definitions apply to the Policy and its Procedures.

Article 23 - the Article of the Nunavut Land Claims Agreement dealing with Inuit Employment within Government.

Article 24 - the Article of the Nunavut Land Claims Agreement dealing with Government Contracts.

Bid - a tender or an 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.

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

Bid Security - security given by a Bidder or Proponent to guarantee entry into a Contract.

Bidder - an individual, partnership, corporation, society or co-operative who submits a Bid.

Contract - a written agreement between a Contracting Authority and another party to provide goods, perform services, construct public works, or lease real property, for consideration, and includes

- i. Contracts for the supply of goods.
- ii. construction Contracts.
- iii. Contracts for the supply of services.
- iv. leases.

Contract Authority - a Government of Nunavut Minister, a Deputy Minister, or a public officer with the duties and authorities set out in the Financial Administration Act and Regulations thereto.

Contract Price - the price or price formulated in a Contract.

Contract Security - a deposit of securities by the Contractor which the Contracting Authority may convert to carry out the Contractor's obligations under the Contract.

Contractor - a corporation, partnership or individual that has been awarded a Contract for the execution of work or services under the terms of a Contract.

DIO - Nunavut Tunngavik Incorporated or such other Inuit organizations that, from time to time, Nunavut Tunngavik Incorporated may, by notice to the Government of Nunavut, designate.

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page 2 of 7

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
- iv. able to present evidence of inclusion on NTI'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.

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 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 percent of the company's voting shares beneficially owned by Nunavut Residents, or
- ii. is a co-operative with at least 51 percent 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
- viii. has received designation as a Nunavut Business at least two 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.

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 Nangminiqaqtunik 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.

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.
- iii. 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.

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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.

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 Nangminiaqtunik 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	
<p>It is a fundamental term of this contract that the contractor shall maximize the value of Inuit labour used to perform the Work. Therefore the GN has set a minimum percent by dollar value for the use of Inuit labour. The Inuit labour content may be provided by the general contractor or any subcontractor and may include professional or administrative staff or skilled or unskilled trades people, and not necessarily through an Inuit Firm. The minimum may only be reduced where sufficient Inuit labour is not available and the approval of the Owner has been obtained in writing.</p>	
<p>For the purposes of this contract the GN has prescribed that the following minimum percent of the total labour for this job by dollar value shall be provided by Inuit workers.</p>	<p><u>35 %</u> Prescribed minimum level of Inuit labour as a percent of total labour by dollar value.</p>
Substantiation	
<p>In order to substantiate the amount of Inuit Labour the general contractor shall be responsible for providing an amalgamated employment report that shall reflect the Inuit labour used by the general contractor and any other sub contractor or supplier. The general contractor shall submit this employment report with every Progress Claim. Receipt of an employment report shall be a condition precedent to the release of a progress payment, an interim payment and/or a final payment.</p> <p>If requested, the general contractor shall also provide a completed “Employee Verification and Consent Form” for an Inuit worker.</p>	

Hall Beach Sewage Lagoon Decommissioning

GN Project No 06-2004

FSC 2005-0670

Item	Items of Work	Quantity	Unit Price	Total
DIVISION 1 - GENERAL REQUIREMENTS				
	Mobilization			
1	Mobilization & demobilization not including shipping costs	1 l.s.		
	Subtotal			
	Miscellaneous			
2	Signs	1 l.s.		
3	Miscellaneous other items not included previously	1 l.s.		
	Subtotal			
DIVISION 2 - SITE WORK				
	Site Preparation			
4	Remove Existing Geotech Wells	5 l.s.		
5	Excavation and Backfill Existing Ditch	1,781 cu. m.		
6	Site Grading - Existing Ditch	1,495 sq. m.		
	Subtotal			
	Existing Lagoon Remediation			
7	Decanting Existing Liquid	2,260 cu. m.		
8	Backfilling Existing Lagoon (local material)	479 cu. m.		
9	Backfilling Existing Lagoon (imported material)	1,781 cu. m.		
10	Final Site Grading	8,500 sq. m.		
	Subtotal			
	TOTALS			

(TOTAL TENDERED PRICE FOR THIS PROJECT TO BE REPEATED IN WRITING BELOW)

Signature of Tenderer

Date

**ADDENDUM**

Project No. 06-2004	Project Title Sewage Lagoon Decommissioning
Division/Region: Projects / Baffin	Client: C&GS
Community: Hall Beach, Nunavut	Date of Issue: June 12, 2006
Contractor:	Consultant: FSC

TO ALL BIDDERS

1. General:

- 1.1 This addendum shall be read in conjunction with the Drawings and Specification prepared for the above.
- 1.2 Where inconsistent with the above, this addendum shall govern. This addendum forms an integral part of the Contract Documents and shall be included therein.
- 1.3 No consideration shall be allowed for increased (extras) to the CONTRACT PRICE due to failure of the Contractor or Sub-contractor not being familiar with this addendum.
- 1.4 The Tenderer will insert in the Tender Form the numbers of the addenda received by him during the tendering period and taken into account by him in preparing his tender.

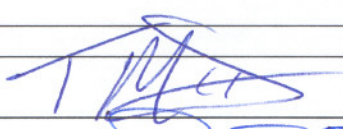

SCOPE OF THE ADDENDUM

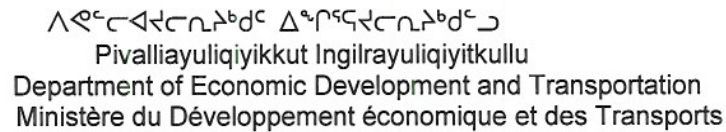
1. Reference: Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy)

The GN has made further revisions to the NNI Policy. The attached bulletin is effective as of April 20th, 2006 and applies to this Tender.

For greater certainty, any questions regarding this tender shall be directed to the Contract Authority in accordance with the Tender Advertisement contained in the Tender documents.

END OF ADDENDUM

Project Officer		Date	June 12, 2006
Project Manager		Date	June 12, 2006
Other		Date	



On April 20th, 2006, Cabinet approved the new wording written below for Section 11.1 (g) to be included in the April 20, 2006 Revised NNI Policy. FMB has approved amendments to the FAA Government Contract Regulations to allow Contracting Authorities to legally award contracts under the April 20th 2006 Revised NNI Policy

11.1 (g) (i) Where no local business submits a Bid or Proposal, any qualifying Nunavut Based, Nunavut Business or Inuit Firm, submitting a Bid or Proposal, shall be deemed to be a Local Business and the Local Business status adjustment shall apply;

Please ensure this bulletin is added as an addendum to any contracts currently being advertised and continue to included as an addendum until such a time as the wording can be included in the NNI Policy and the NNI Policy translated in all of Nunavut's working languages for distribution to all users.

May 8, 2006

ADDENDUM

Project No. 06-2004	Project Title: Sewage Lagoon Decommissioning
Division/Region: Projects / Baffin	Client: C&GS
Community: Hall Beach, Nunavut	Date of Issue: June 12, 2006
Contractor:	Consultant: FSC

TO ALL BIDDERS

1. General:

- 1.1 This addendum shall be read in conjunction with the Drawings and Specification prepared for the above.
- 1.2 Where inconsistent with the above, this addendum shall govern. This addendum forms an integral part of the Contract Documents and shall be included therein.
- 1.3 No consideration shall be allowed for increased (extras) to the CONTRACT PRICE due to failure of the Contractor or Sub-contractor not being familiar with this addendum.
- 1.4 The Tenderer will insert in the Tender Form the numbers of the addenda received by him during the tendering period and taken into account by him in preparing his tender.

SCOPE OF THE ADDENDUM

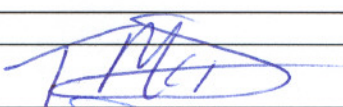

1. Reference Table of Contents

Appendix H – Transportation of Materials – August 2003 – 2 pages is hereby replaced with the following:

Appendix H – Transportation of Materials – April 2006 – 2 pages

2. Reference Appendix H – Transportation of Materials

Appendix H – Transportation of Materials dated August 2003 is hereby replaced with the Attached Revised Appendix H – Transportation of Materials dated April, 2006

Project Officer		Date	June 12, 2006
Project Manager		Date	June 12, 2006
Other		Date	

TRANSPORTATION OF MATERIALS - APPENDIX H

1. Transportation/shipping and handling of materials and all costs thereof are the responsibility of the Contractor unless otherwise noted. **Modes of transporting materials shall be decided by the Contractor unless by marine transport in which case Clause 2 shall apply.**
2. Whenever marine (water) transport is to be utilized, the Contractor shall use the Government of Nunavut specified carriers, and space should be booked directly with the carriers, as follows:

2.1 For the following communities in the Baffin Region:

High Arctic including North Baffin:

Arctic Bay, Clyde River, Grise Fiord, Nanisivik, Pond Inlet, Qikiqtarjuaq (Broughton Island), and *Kugaaruk (Pelly Bay) (*as far as Nanisivik for furtherance), and Resolute Bay

Nunavut Eastern Arctic Shipping (NEAS)

By ships loading at the Montreal area Port of Valleyfield:

Contact: John Lepine

Phone, Toll free: (877) 225-6327

Fax: (514) 523-7875

*for transport to Kugaaruk beyond Nanisivik, the Carrier is:

Canada Coast Guard

Contact: John – Perry – Perrozzino

Phone: (613) 998-1585

Fax: (613) 991-9261

Foxe Basin:

Hall Beach, Igloolik, and Repulse Bay,

and

Iqaluit:

and

South Baffin:

Cape Dorset, Kimmirut, and Pangnirtung

Nunavut Sealink and Supply Inc. (NSSI)

By ships loading at the Montreal area Port of Ste-Catherine:

Contact: Daniel Desgagnés

Phone: (450) 635-0833

Fax: (450) 635-5126

2.2 For the Kivalliq Region:

Arviat, Baker Lake, Chesterfield Inlet, Coral Harbour, Rankin Inlet, Sanikiluaq, and Whale Cove

Nunavut Sealink and Supply Inc. (NSSI) (for cargo from Montreal only):

By ships loading at the Montreal area Port of Ste-Catherine

Contact: Daniel Desgagnés

Phone: (450) 635-0833

Fax: (450) 635-5126

AND

Northern Transportation Company Limited (NTCL) (for cargo from Churchill only):

By barges loading at the Port of Churchill

Contact: Chris Cote

Phone: 1-866-505-0551 or (867) 979-6825

Fax: (867) 979-0099

2.3 For the following communities in the Kitikmeot Region:

Bathurst Inlet, Cambridge Bay, Gjoa Haven, Kugluktuk (Coppermine), Taloyoak and Umingmaktok (Bay Chimo):

Northern Transportation Company Limited (NTCL)

By barges loading at Hay River, Northwest Territories

Contact: Jo-Ann Jensen

Phone: 1-877-770-6825 or (867)-874-5121

Fax: (867) 874-5155

3. The annual shipping rates offered by marine carriers are dependent upon anticipated cargo quantities including the materials for construction projects; therefore, Contractors are to bid using the published sailing schedules and rates available from the above marine carriers, and also available from the Department of Community & Government Services, Purchasing, Logistics & Contract Support Division, Contact: John Paton, Traffic Officer at (867) 975-5437.

- | |
|--|
| <ol style="list-style-type: none">4. In exceptional or extraordinary circumstances, <u>where the specified marine carrier's sailing schedule is in substantial conflict with the project schedule</u>, the GN will review the circumstances, taking into account the adverse impact on the project and the specified marine carrier's interests, and the GN 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. |
|--|

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

Project No. 06-2004	Project Title: Sewage Lagoon Decommissioning
Division/Region: Projects / Baffin	Client: C&GS
Community: Hall Beach , Nunavut	Date of Issue: June 12, 2006
Contractor	Consultant FSC

TO ALL BIDDERS

1. General:

- .1 This addendum shall be read in conjunction with the Drawings and Specification prepared for the above.
- .2 Where inconsistent with the above, this addendum shall govern. This addendum forms an integral part of the Contract Documents and shall be included therein.
- .3 No consideration shall be allowed for increases (extras) to the CONTRACT PRICE due to failure of the Contractor or Sub-contractor not being familiar with this addendum.
- .4 The Tenderer will insert in the Tender Form the numbers of the addenda received by him during the tendering period and taken into account by him in preparing his tender.

SCOPE OF THE ADDENDUM

1. Reference: Entire Document

Instruction: All references to the Department of Public Works & Services shall be read as "the Department of Community and Government Services", "CGS" or "the Owner" as applicable.

2. Reference: General Conditions 61 and 62

Instruction: Delete GC62. The Contractor will obtain and pay for course of construction insurance for this project. As a result, re-number GC61 General Insurance Conditions as GC62 and insert the following replacement clause as a new GC61:

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

61.1 Contractor will obtain and pay for course of construction insurance for this project, as described in the following paragraphs.

61.2 **All "Risks" Course of Construction Insurance** on a very broad basis, to protect as Insureds, all those who have direct participation in the construction project, for claims which may arise as a result of loss or damage during course of construction.

61.2 **Coverage:** "All Risks" of physical loss or damage or destruction while said project is in course of construction, site preparation, reconstruction, repair, erection, fabrication, testing, and including all materials, equipment machinery, structures, property, fitting, fixtures, betterment, and supplies of any nature whatsoever to enter into and form part of the finished project while at the site of operations or elsewhere in Canada or the Continental United States or America, all the property of the Insureds or the property of others for which the insureds have assumed responsibility, or for whom the Insured are required to carry insurance, including while on a river or lake crossing ferry in connection with land transportation, and including goods in transit to the site.

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

END OF ADDENDUM

Project Officer:



Date:

June 12, 2006

Projects Manager:



Date:

June 12, 2006

Other:

Date:

**ADDENDUM**

Project No. 06-2004	Project Title: Sewage Lagoon Decommissioning
Division/Region: Projects / Baffin	Client: C&GS
Community: Hall B each, Nunavut	Date of Issue: June 12, 2006
Contractor: All Concerned	Consultant: FSC

TO ALL BIDDERS

1. General:
 - 1.1 This addendum shall be read in conjunction with the Drawings and Specification prepared for the above.
 - 1.2 Where inconsistent with the above, this addendum shall govern. This addendum forms an integral part of the Contract Documents and shall be included therein.
 - 1.3 No consideration shall be allowed for increase to the CONTRACT PRICE (extras) due to failure of the Contractor or Sub-contractor not being familiar with this addendum.
 - 1.4 The Tenderer will insert in the Tender Form the numbers of the addenda received by him during the tendering period and taken into account by him in preparing his tender.

SCOPE OF THE ADDENDUM

NUNAVUMMI NANGMINIQAOQTUNIK IKAJUUTI (NNI POLICY)
FIRST COMPREHENSIVE REVIEW

The First Comprehensive Review of the NNI Policy was completed in the fall of 2003. Cabinet has approved the report and the recommendations of the NNI Review Committee. **The changes affecting this tender are outlined herein and take effect on April 1st, 2004.**

1. INSTRUCTIONS TO TENDERERS**.1 Reference: Clause 4 – Inuit, Nunavut and Local Incentives and Appendices “B-1” and “B-2”**

Instruction: Tenderers are hereby reminded of the requirements to maximize the use of Nunavut, Inuit and/or Local subcontractors and suppliers available to the fullest extent practical on this project. Further to clause 4, and pursuant to the 2003 First Comprehensive Review of the NNI Policy, the GN hereby requires Tenderers to invite Nunavut, Inuit and/or Local companies to bid on subcontracts.

2. APPENDIX J - NUNAVUMMI NANGMINIQAOQTUNIK IKAJUUTI (NNI POLICY)**.1 Reference: Section 7.0 – Policy Objectives**

Instruction: Insert the following paragraph at the end of Section 7.1: “These objectives are not listed in order of importance and should not be interpreted as such.”

.2 Reference: Section 11.0 – Evaluation Process and Bid Adjustment**.1 Instruction: Sub-section 11.1 (b) is hereby revised as follows:**

all Tenders meeting the requirements of 11.1.a and the cost criteria of relevant Proposals shall then be adjusted based upon the Nunavut Business status, Inuit Firm status, and Local status of the proponent, general contractor, subcontractors, and suppliers;

.2 Instruction: Sub-section 11.1. (b) (i) is hereby revised as follows:

ADDENDUM

the adjustment for the labour component shall be based on estimates of payroll expenditures made by the general contractor, subcontractors and suppliers, for Nunavut, Inuit, and Local payroll expenditures that form part of the bid; but no bid adjustment shall be given for estimates of Inuit payroll expenditures over and above the minimum required.

For greater clarity and certainty, the interpretation of 11.1. (b) (i) above means that no bid adjustment will be given for Inuit Labour, over and above the minimum requirement set out in Appendix “K”.

For Example: On a total payroll estimate of \$350,000 where the Inuit payroll estimate is \$200,000 and the minimum Inuit payroll requirement is 45%, the bidder shall only receive bid adjustments on the first \$157,500 of Inuit payroll (45%), even though the estimated Inuit payroll is approximately 67%.

.3 **Instruction:** **For all Tenders closing** on or after April 1, 2004:

Sub-section 11.1. (c) – Bid Adjustment Values:

- i. the bid adjustment values shall be as follows:
 - (i) Nunavut firm status, an adjustment of 7%;
 - (ii) Inuit firm status, an adjustment of 7%;
 - (iii) Local status, an adjustment of 7%.

.3 **Reference:** Section 12.0 - Bonuses and Penalties

Instruction: Replace sub-section 12.3 with the following language:

Where applicable, in the area of employment, a bonus or penalty shall be calculated as follows:

- (a) a bonus shall be calculated as 1% of the total labour content of the contract for each 1% of the amount by which employment exceeds the mandatory requirement; or
- (b) a penalty shall be calculated as 2% of the total labour content of the contract for each 1% of the amount by which employment does not meet the mandatory requirement.

For greater clarity and certainty, s.12.3 (a) means a Bonus of 1% of the Total Payroll when the Contractor exceeds the minimum Inuit Labour requirement, and s.12.3 (b) means a Penalty of 2% of the Total Payroll when the Contractor fails to meet the minimum Inuit Labour requirement.

Example 1: Where the minimum requirement for Inuit Labour is 45%, and the Contractor, at Final Completion of the Work, has actually spent 67% of his payroll dollars on Inuit Labour, the Inuit Labour Bonus is calculated as follows:

Total Payroll x Percent Exceeded* or \$350,000 x 22% = \$77,000.

*Percent Exceeded = Percent Achieved - Percent Required

Example 2: Where the minimum requirement for Inuit Labour is 45%, and the Contractor, at Final Completion of the Work, has actually spent 37% of his payroll dollars on Inuit

**ADDENDUM**

Labour, the Inuit Labour Penalty is calculated as follows:

Total Payroll x Percent Not Met* or \$350,000 x 8% x 2 = \$56,000.

*Percent Not Met = Percent Required - Percent Achieved

.4 Reference: Section 18.0 – Appeals

Instruction: Replace Section 18 of the NNI Policy with the new Section 18 (4 pages attached). An Appeals Board has now been established.

3. GENERAL CONDITIONS**.1 Reference: Clause 4 – Subcontracting by Contractor**

Instruction: Add the following sentence to GC4.3: The Contractor shall invite Nunavut, Inuit and/or Local companies to bid on subcontracts where the Contractor is not already using Nunavut, Inuit and/or Local companies as subcontractors.

END OF ADDENDUM

Project Officer

Date

June 12, 2006

Project Manager

Date

June 12, 2006

Other

Date

NNI Policy Appeals Process
For more information
NNI Policy Advisor
Government of Nunavut
(867) 975-5954

Nunavummi Nangminiqagtunik 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 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:
- (1) one Commissioner and one Alternate Commissioner for a term of 2 years;
 - (2) one Commissioner and one Alternate Commissioner for a term of 3 years; and
 - (3) 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 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 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.
- 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 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 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.
 - (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.
- 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.

ARTICLES OF AGREEMENT

These Articles of Agreement, effective on the _____ day of _____, 2005

Between

GOVERNMENT OF NUNAVUT

(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: Tom McDonald, Project Officer as the Owner's Representative for the Department of Community & Government Services of the Government of Nunavut.
 - 1.2.3 The Contractor hereby designates _____ as the Contractor's Representative.
- 1.3 In the contract;
 - 1.3.1 "Fixed Price Arrangement" means that part of the contract that prescribes a lump sum as payment for performance of the work to which it relates; 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 _____, 2005 in a careful and workmanlike manner, diligently perform and complete the following work:

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

\$ N/A

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

Name

Title

Date

• _____
Signature

Name

Title

Witness

Name

Title

Owner: Owner's Full Business Name and Address

Government of Nunavut
Department of Community & Government Services
P.O. Box 379
Pond Inlet, Nunavut
X0A 0S0

Facsimile No. (867) 899-7328

• _____
Signature

Name

Title

Date

Witness

Title

END OF ARTICLES OF AGREEMENT

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 Contact Payment (RCP), indicating on it the date that the Contractor's invoice was approved, and

- 4.3.4 send to the Government of Nunavut, Community & Government Services Department (C&GS)'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 C&GS's Regional Project Manager or the Regional Director depending on the signing authority of these persons) and a copy of the C&GS 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

#

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."



Dept. of Community & Government Services

APPLICATION FOR INTERIM / FINAL INSPECTION

Inspection Requested for:

☐ Interim

☐ Final

Contractor Name and Address	Project No.
	Contract No.
Project Name and Location of Work	Contract Date:
	D. C&GS Division/Region:

CERTIFICATION:

I certify that the work under this contract has been executed in accordance with the plans and specifications will be substantially completed and acceptable for use by the GN by _____ (Date) except for the portion of work listed on the following page of this document.

The performance of the balance of the contract will result in final completion on the _____ day of _____ 20____.

I further certify that I have submitted all data, operating instruction, evidence of all tests, maintenance manuals, record drawings, spare parts and materials, etc., as required by the contract to enable the GN to use the facility.

I further acknowledge that if an Interim or Final Certificate is not issued pursuant to this request, and if additional costs are incurred by the GN as a result thereof, these costs or portion thereof may be assessed by the Engineer in accordance with the contract.

Contractor's Name

Contractor's Signature

Date

Original Contract	Approved Additions
Approved Deductions	Total Authorized

[illegible]

-
-
-
-

Appendix E.4 page 2 of 2

GENERAL CONDITIONS

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GC3	2	Assignment of Contract
GC4	2	Subcontracting by Contractor
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GC19	7	National Security
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GC24	8	Public Ceremonies and Signs
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GC28	10	Contract Security
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GC30	11	Interpretation of Contract by Engineer
GC31	11	Warranty and Rectification of Defects in Work
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GC35	13	Extension of Time
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GC45	17	Clarification of Terms in GC47 to GC50
GC46	18	Additions or Amendments to Unit Price Table
GC47	18	Determination of Cost - Unit Price Table
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GC50	19	Records to be Kept by Contractor
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GC59	24	Automobile Liability Insurance Requirements
GC60	25	Aircraft and Water Craft Liability Insurance Requirements
GC61	25	General Insurance Conditions
GC62	25	Property Insurance

GENERAL CONDITIONS

GC1 INTERPRETATION

- 1.1 In the contract
 - 1.1.1 where reference is made to a part of the contract by means of numbers preceded by letters, the reference shall be construed to be a reference to the particular part of the contract that is identified by that combination of letters and numbers and to any other part of the contract referred to therein.
 - 1.1.2 "contract" means the contract documents referred to in the Articles of Agreement.
 - 1.1.3 "contract security" means any security given by the Contractor to the Owner in accordance with the contract.
 - 1.1.4 "Engineer" means the officer or employee of the Owner who is designated pursuant to the Articles of Agreement and includes a person specially authorized by him to perform, on his behalf, any of his functions under the contract.
 - 1.1.5 "material" includes all commodities, articles and things required to be furnished by or for the Contractor under the contract for incorporation into the work.
 - 1.1.6 "person" includes, unless the context otherwise requires, a partnership, proprietor-ship, firm, joint venture, consortium and a corporation.
 - 1.1.7 "plant" includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment and commodities, articles and things other than material, that are necessary for the due performance of the contract.
 - 1.1.8 "subcontractor" means a person to whom the Contractor has, subject to GC4, subcontracted the whole or any part of the work.
 - 1.1.9 "substantial performance" as defined in the lien legislation applicable to the Place of Work. If such legislation is not in force, is not applicable or does not contain such definition, substantial performance shall have been reached when Work is ready for use or is being used for the purpose intended and is so certified by the Engineer.
 - 1.1.10 "superintendent" means the employee of the Contractor who is designated by the Contractor to act pursuant to GC18.
 - 1.1.11 "work" includes, subject only to any express stipulation in the contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the contract.
- 1.2 The division into sections, the table of contents, and the headings in the contract documents, other than in the Plans and Specifications, form no part of the contract but are inserted for convenience of reference only.
- 1.3 In interpreting the contract, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.
- 1.4 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between
 - 1.4.1 the Plans and Specifications, the Specifications govern;
 - 1.4.2 the Plans, the Plans drawn with the largest scale govern, and
 - 1.4.3 figured dimensions and scaled dimensions, the figured dimensions govern.
- 1.5 Any reference to a statutory provision shall include any subordinate legislation made and from time-to- time amended, extended or re-enacted.

- 1.6 This Agreement shall be governed by and construed in accordance with the laws of Nunavut and the laws of Canada as applicable therein.
- 1.7 Unless otherwise indicated, all dollar amounts referred to in the Agreement are in lawful money of Canada.
- 1.8 In any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect. In the event any provision of this Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.
- 1.9 Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 1.10 The Contractor shall be required to comply, and shall require its subcontractors to comply, with all applicable laws, orders, rules and regulations; and, without limiting the generality of the foregoing, the Contractor shall at its sole expense comply with all unemployment insurance, Worker's Compensation, income tax, payroll tax, Canada Pension Plan, occupational health and safety and environmental protection legislation.

GC2 SUCCESSORS AND ASSIGNS

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

GC3 ASSIGNMENT OF CONTRACT

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

GC4 SUBCONTRACTING BY CONTRACTOR

- 4.1 Subject to this General Condition, the Contractor may subcontract any part of the work so long as such subcontracting is consistent with the information provided on Appendix B-1 and B-2 of the Tender.
- 4.2 The Contractor shall notify the Engineer of his intention to subcontract.
- 4.3 A notification referred to in GC4.2 shall identify the part of the work, and the subcontractor with whom it is intended to subcontract.
- 4.4 The Engineer may, within six days of receipt by him of a notification referred to in GC4.2, object to the intended subcontracting.
- 4.5 If the Engineer objects to a subcontracting pursuant to GC4.4, the Contractor shall not enter into the intended subcontract.
- 4.6 The Contractor shall not, without the written consent of the Owner change a subcontractor who has been engaged by him in accordance with this General Condition and the tender form, and if any changes are made without consent, the contract may be terminated at the option of the Owner.
- 4.7 Every subcontract entered into by the Contractor shall adopt all of the terms and conditions of this contract that are of general application.
- 4.8 Neither a subcontracting nor the Engineer's consent to a subcontracting by the Contractor shall be construed to relieve the Contractor from any obligation under the contract or to impose any liability upon the Owner

GC5 AMENDMENTS

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

GC6 NO IMPLIED OBLIGATIONS

- 6.1 No implied terms or obligations of any kind by or on behalf of the Owner shall arise from anything in the contract and the express covenants and agreements therein contained and made by the Owner are the only covenants and agreements upon which any rights against the Owner are to be founded.
- 6.2 The contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work that was made prior to the date of the contract.

GC7 TIME OF ESSENCE

- 7.1 Time is of the essence of the contract.

GC8 INDEMNIFICATION BY CONTRACTOR

- 8.1 The Contractor shall indemnify and save the Owner harmless from and against all claims, demands, losses, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, his servants, agents, and subcontractors in performing the work including an infringement or an alleged infringement of patent of invention or any kind of intellectual property.
- 8.2 For the purposes of GC8.1, "activities" includes but is not limited to any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC9 INDEMNIFICATION BY THE OWNER

- 9.1 The Owner shall, subject to any law that affects the Owner's rights, powers, privileges or obligations, indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the contract that are directly attributable to
- 9.1.1 lack of or a defect in the Owner's title to the work site whether real or alleged; or
- 9.1.2 an infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the contract employing a model, plan or design or any other thing related to the work that was supplied by the Owner to the Contractor.

GC10 NOTICES TO CONTRACTOR

- 10.1 Notices for the purposes of GC37.1.1, GC39 and GC40 shall be in writing and shall be given
- 10.1.1 by delivering the notice to the Contractor in person or, if the Contractor is a partnership, firm, joint venture consortium or corporation, to a senior administrative or executive officer thereof, or
- 10.1.2 by mailing the notice to the Contractor at his address set out in the Articles of Agreement.
- 10.2 A notice referred to in GC10.1 shall be deemed to have been received by the Contractor
- 10.2.1 if it was delivered pursuant to GC10.1.1, on the day that it was delivered, and

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

GC11 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY THE OWNER

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

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

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

is the property of the Owner

GC13 MUNICIPAL PERMITS

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

GC14 PERFORMANCE OF WORK UNDER DIRECTION OF ENGINEER

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

GC15 COOPERATION WITH OTHER CONTRACTORS

- 15.1 Where, in the opinion of the Engineer, it is necessary that other contractors or workers with or without plant and material, be sent onto the work or its site, the Contractor shall, to the satisfaction of the Engineer, allow them access and cooperate with them in the carrying out of their duties and obligations.
- 15.2 The Owner shall pay the Contractor the cost calculated in accordance with GC46 to GC49, of the extra labour, plant and material that was necessarily incurred if:
 - 15.2.1 the sending onto the work or its site of other contractors or workers pursuant to GC15.1 could not have been reasonably foreseen or anticipated by the Contractor when entering into the contract;
and
 - 15.2.2 the Contractor incurs, in the opinion of the Engineer, extra expense in complying with GC15.1;
and
 - 15.2.3 the Contractor has given the Engineer written notice of his claim for the extra expense referred to in GC15.2.2 within 10 days of the date that the other contractors or workers were sent onto the work or its site.

GC16 EXAMINATION OF WORK

- 16.1 If, at any time after the commencement of the work but prior to the expiry of the warranty period, the Engineer has reason to believe that the work or any part thereof has not been performed in accordance with the contract, the Engineer may have that work examined by an expert of his choice.
- 16.2 If, as a result of an examination of the work referred to in GC16.1, it is established that the work was not performed in accordance with the contract, then, in addition to and without limiting or otherwise affecting any of the Owner's rights and remedies under the contract either at law or in equity, the Contractor shall pay the Owner, on demand, all reasonable costs and expenses that were incurred by the Owner in having that examination performed.

GC17 CLEARING OF SITE

- 17.1 The Contractor shall maintain the work and its site in a tidy condition and free from the accumulation of waste material and debris, in accordance with any directions of the Engineer.
- 17.2 Before the issue of a Certificate of Substantial Completion referred to in GC43.2, the Contractor shall remove all the plant and material not required for the performance of the remaining work, and all waste material and other debris, and shall cause the work and its site to be clean and suitable for occupancy or use by the Owner's servants, unless otherwise stipulated in the contract. The Contractor shall, as directed by the owner, take down all signs erected during construction.
- 17.3 Before the issue of a final certificate referred to in GC43.1, the Contractor shall remove from the work and its site all of the surplus plant and material and any waste material and other debris.
- 17.4 The Contractor's obligations described in GC17.1 to GC17.3 do not extend to waste material and other debris caused by the Owner's servants or contractors and workers referred to in GC15.1.

GC18 CONTRACTOR'S SUPERINTENDENT

- 18.1 The Contractor shall, forthwith upon the award of the contract, designate a Superintendent.
- 18.2 The Contractor shall forthwith notify the Engineer of the name, address and telephone number of a superintendent designated pursuant to GC18.1.
- 18.3 A superintendent designated pursuant to GC18.1 shall be in full charge of the site of the work and the operations of the Contractor, his servants, agents, and subcontractors in the performance of the work and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the Contractor that may be given to the superintendent under the contract.
- 18.4 The Contractor shall, until the work has been completed, keep a competent superintendent at the work site during working hours.
- 18.5 The Contractor shall, upon the request of the Engineer, remove any superintendent who, in the opinion of the Engineer, is incompetent or has been conducting himself improperly and shall forthwith designate another superintendent who is acceptable to the Engineer.
- 18.6 Subject to GC18.5, the Contractor shall not substitute a superintendent without the written consent of the Engineer.
- 18.7 A breach by the Contractor of GC18.6 entitles the Engineer to refuse to issue any certificate referred to in GC43 until the superintendent has returned to the work site or another superintendent who is acceptable to the Engineer has been substituted.

GC19 NATIONAL SECURITY

- 19.1 If the Owner is of the opinion that the work is of a class or kind that involves the national security, he may order the Contractor
- 19.1.1. to provide him with any information concerning persons employed or to be employed by him for purposes of the contract; and
- 19.1.2 to remove any person from the work and its site if, in the opinion of the Owner, that person may be a risk to the national security.
- 19.2 The Contractor shall, in all contracts with persons who are to be employed in the performance of the contract, make provision for his performance of any obligation that may be imposed upon him under GC18 to GC20.
- 19.3 The Contractor shall comply with an order of the Owner under GC19.1.

GC20 UNSUITABLE WORKERS

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

GC21 INCREASED OR DECREASED COSTS

- 21.1 The amount set out in the Articles of Agreement shall not be increased or decreased by reason of any increase or decrease in the cost of the work that is brought about by an increase or decrease in the cost of labour, plant or material or the wage rates set out in or prescribed pursuant to the Labour Conditions.
- 21.2 Notwithstanding GC21.1, and GC34, an amount set out in the Articles of Agreement shall be adjusted in the manner provided in GC21.3, if any change in a tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or the Customs Tariff
- 21.2.1 occurs after the date of the submission by the Contractor of his tender for the contract.
- 21.2.2 applies to material, and
- 21.2.3 affects the cost to the Contractor of that material.
- 21.3 If a change referred to in GC21.2 occurs, the appropriate amount set out in the Articles of Agreement shall be increased or decreased by an amount equal to the amount that is established by an examination of the relevant records of the Contractor referred to in GC50 to be the increase or decrease in the cost incurred that is directly attributable to that change.
- 21.4 For the purpose of GC21.2, where a tax is changed after the date of submission of the tender but public notice of the change has been given by the Owner of Finance before that date, the change shall be deemed to have occurred before the date of submission of the tender.

GC22 LABOUR AND MATERIAL

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

GC23 PROTECTION OF WORK AND DOCUMENTS

- 23.1 The Contractor shall guard or otherwise protect the work and its site, and protect the contract, specifications, plans, information, material, plant and real property, whether or not they are supplied by the Owner to the

Contractor, against loss or damage from any cause, and he shall not use, issue, disclose or dispose of them without the written consent of the Owner, except as may be essential for the performance of the work.

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

GC24 PUBLIC CEREMONIES AND SIGNS

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

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

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

Without limiting any of the foregoing, the Contractor shall take all actions required or necessary to ensure compliance by all persons employed in the performance of the work or at the site of the work, including the employees of the Contractor and sub-contractors and their employees, with the *Consolidation of Safety Act*, R.S.N.W.T. 1988, c.S-1 and any regulations thereunder.

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

GC26 INSURANCE

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

GC27 INSURANCE PROCEEDS

- 27.1 If the work or any part thereof is lost, damaged or destroyed and monies are paid to the Owner in respect of that loss, damage or destruction under an insurance contract maintained by the Contractor pursuant to GC26, the monies shall be held by the Owner for the purposes of the contract.
- 27.2 The Owner may elect to retain the monies referred to in GC27.1 and in that event the monies belong to the Owner absolutely.
- 27.3 If an election is made pursuant to GC27.2, the Owner may cause an audit to be made of the accounts of the Contractor and of the Owner in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
- 27.3.1 the aggregate of the amount of the loss or damage suffered or sustained by the Owner, including any costs incurred in respect of the clearing and cleaning of the work and its site and any other amount that is payable by the Contractor to the Owner under the contract, minus any monies retained pursuant to GC27.2 and
- 27.3.2 the aggregate of the amounts payable by the Owner to the Contractor pursuant to the contract up to the date of the loss or damage.
- 27.4 A difference that is established pursuant to GC27.3 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.
- 27.5 When payment of a deficiency has been made pursuant to GC27.4, all rights and obligations of the Owner and the Contractor under the contract shall, with respect only to the part of the work that was the subject of the audit referred to in GC27.3, be deemed to have been expended and discharged.
- 27.6 If an election is not made pursuant to GC27.2, the Contractor shall, subject to GC27.7, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at his own expense as if that part of the work had not yet been performed.
- 27.7 When the Contractor clears and cleans the work and its site and restores and replaces the work referred to in GC27.6, the Owner shall pay him out of the monies referred to in GC27.1 so far as they will thereunto extend.
- 27.8 Subject to GC27.7, payment to the Owner pursuant to GC27.7 shall be made in accordance with the contract but the amount of each payment shall be 100% of the amount claimed notwithstanding TP4.4.1 and TP4.4.2.

GC28 CONTRACT SECURITY

- 28.1 The Contractor shall obtain and deliver contract security to the Engineer in accordance with the provisions of GC56 and GC57.
- 28.2 If the whole or a part of the contract security referred to in GC28.1 is in the form of a security deposit, it shall be held and disposed of in accordance with GC42 and GC44.

- 28.3 If a part of the contract security referred to in GC28.1 is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond on the work site.

GC29 CHANGES IN THE WORK

- 29.1 Subject to GC5, the Engineer may, at any time before he issues his Final Certificate of Completion:
- 29.1.1 order work or material in addition to that provided for in the Plans and Specifications; and
 - 29.1.2 dispense with or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the work or material provided for in the Plans and Specifications or in any order made pursuant to GC29.1.1, if that additional work or material dispensation, or change is, in his opinion, consistent with the general intent of the original contract.
- 29.2 The Contractor shall perform the work in accordance with such order, dispensations and changes that are made by the Engineer pursuant to GC29.1 from time to time as if they had appeared in and been part of the Plans and Specifications.
- 29.3 The Engineer shall determine whether or not anything done or omitted by the Contractor pursuant to an order, dispensation or change referred to in GC29.1 increased or decreased the cost of the work to the Contractor.
- 29.4 If the Engineer determines pursuant to GC29.3 that the cost of the work to the Contractor has been increased, the Owner shall pay the Contractor the increased cost of the labour, plant and material that he necessarily incurred calculated in accordance with GC46 to GC49.
- 29.5 If the Engineer determines pursuant to GC29.3 that the cost of the work to the Contractor has been decreased, the Owner may reduce the amount payable to the Contractor under the contract by an amount equal to the decrease in the cost of the labour, plant and material that was incurred calculated in accordance with GC46 to GC49.
- 29.6 An order, dispensation or change referred to in GC29.1 shall be in writing, signed by the Engineer and given to the Contractor in accordance with GC10.

GC30 INTERPRETATION OF CONTRACT BY ENGINEER

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

- 30.2 The Contractor shall perform the work in accordance with any decisions of the Engineer that are made under GC30.1 and in accordance with any consequential directions given by the Engineer.

GC31 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

- 31.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the contract documents, the Contractor shall, at his own expense, rectify and make good any defect or fault that appears in the work or comes to the attention of the Owner within 12 months from the date of the Substantial Completion referred to in GC43.2.
- 31.2 The Engineer may direct the Contractor to rectify and make good any defect or fault referred to in GC31.1 or covered by any other expressed or implied warranty or guarantee.
- 31.3 A direction referred to in GC31.2 shall be in writing, may include a stipulation in respect of the time within which a defect or fault is required to be rectified and made good by the Contractor, and shall be given to the Contractor in accordance with GC10.3.
- 31.4 The Contractor shall rectify and make good any defect or fault described in a direction given pursuant to GC31.2 within the time stipulated therein.

GC32 NON-COMPLIANCE BY CONTRACTOR

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

GC33 PROTESTING ENGINEER'S DECISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC35 EXTENSION OF TIME

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

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

GC36 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

- 36.1 For the purposes of this General Condition

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

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

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

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

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

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

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

GC37 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

- 37.1 The Owner may, at its sole discretion, take all or any part of the work out of the Contractor's hands, and may employ such means as he sees fit to have the work completed if the Contractor

37.1.1 has not, within six days after receiving notice given by the Owner or the Engineer in accordance with GC10.1, remedied any delay in the commencement or any default in the diligent performance of the work to the satisfaction of the Engineer;

37.1.2 has defaulted in the completion of any part of the work within the time fixed for its completion by the contract;

37.1.3 has become insolvent;

37.1.4 has committed an act of bankruptcy;

37.1.5 has abandoned the work;

37.1.6 has made an assignment of the contract without the consent required by GC3.1; or

37.1.7 has otherwise failed to observe or perform any of the provisions of the contract.

- 37.2 If the whole or any part of the work is taken out of the Contractor's hands pursuant to GC37.1;

37.2.1 the Contractor's right to any further payment that is due or accruing due under the contract is, subject only to GC37.4, extinguished, and

37.2.2 the Contractor is liable to pay the Owner, upon demand, an amount that is equal to the amount of all

loss and damage incurred or sustained by the Owner in respect of the Contractor's failure to complete the work.

37.3 If the whole or any part of the work that is taken out of the Contractor's hands pursuant to GC37.1 is completed by the Owner, the Engineer shall determine the amount, if any, of a holdback or a progress claim that had accrued and was due prior to the date on which the work was taken out of the Contractor's hands and that is not required for the purposes of having the work performed or of compensating the Owner for any other loss or damage incurred or sustained by reason of the Contractor's default.

37.4 The Owner may pay the Contractor the amount determined not to be required pursuant to GC37.3.

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

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

38.2 If the work or any part thereof is taken out of the Contractor's hands pursuant to GC37, all plant and material and the interest of the Contractor in all real property, licenses, powers and privileges acquired, used or provided by the Contractor under the contract shall continue to be the property of the Owner without compensation.

38.3 When the Engineer certifies that any plant, material, or any interest of the Contractor referred to in GC38.2 is no longer required for the purposes of the work, or that it is not in the interests of the Owner to retain that plant, material, or interest, it shall revert to the Contractor.

GC39 SUSPENSION OF WORK

39.1 The Owner may, when in his opinion it is in the public interest to do so, require the Contractor to suspend performance of the work either for a specified or an unspecified period by giving a notice of suspension to the Contractor in accordance with GC10.

39.2 When a notice referred to in GC39.1 is received by the Contractor in accordance with GC10 he shall suspend all operations in respect of the work except those that, in the opinion of the Engineer, are necessary for the care and preservation of the work, plant and material.

39.3 The Contractor shall not, during a period of suspension, remove any part of the work, plant or material from its site without the consent of the Engineer.

39.4 If a period of suspension is 30 days or less, the Contractor shall, upon the expiration of that period resume the performance of the work and he is entitled to be paid the extra cost, calculated in accordance with GC47 to GC49, of any labour, plant and material necessarily incurred by him as a result of the suspension.

39.5 If, upon the expiration of a period of suspension of more than 30 days, the Owner and the Contractor agree that the performance of the work will be continued by the Contractor, the Contractor shall resume performance of the work subject to any terms and conditions agreed upon by the Owner and the Contractor.

39.6 If, upon the expiration of a period of suspension of more than 30 days, the Owner and the Contractor do not agree that performance of the work will be continued by the Contractor or upon the terms and conditions under which the Contractor will continue the work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC40.

GC40 TERMINATION OF CONTRACT

40.1 The Owner may terminate the contract at any time by giving a notice of termination to the Contractor in accordance with GC10.1.

- 40.2 When a notice referred to in GC40.1 is received by the Contractor in accordance with GC10, he shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the contract.
- 40.3 If the contract is terminated pursuant to GC40.1, the Owner shall pay the Contractor, subject to GC40.4, an amount equal to
- 40.3.1 the cost to the Contractor of all labour, plant and material supplied by him under the contract up to the date of termination in respect of a contract or part thereof for which a Unit Price Arrangement is stipulated, in the contract, or
 - 40.3.2 the lesser of
 - 40.3.2.1 an amount, calculated in accordance with the Terms of Payment, that would have been payable to the Contractor had he completed the work, and
 - 40.3.2.2 an amount that is determined to be due to the Contractor pursuant to GC48 in respect of a contract or part thereof for which a Fixed Price Arrangement is stipulated in the contract
- less the aggregate of all amounts that were paid to the Contractor by the Owner and all amounts that are due to the Owner from the Contractor pursuant to the contract.
- 40.4 If the Owner and the Contractor are unable to agree about an amount referred to in GC40.3 that amount shall be determined by the method referred to in GC49.

GC41 CLAIMS AGAINST AND OBLIGATIONS OF THE CONTRACTOR OR SUBCONTRACTOR

- 41.1 The Owner may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a subcontractor arising out of the performance of the contract, pay any amount that is due and payable to the Contractor pursuant to the contract directly to the obligees of and the claimants against the Contractor or subcontractor.
- 41.2 A payment made pursuant to GC41.1, is to the extent of the payment, a discharge of the Owner's liability to the Contractor under the contract and may be deducted from an amount payable to the Contractor under the contract.
- 41.3 To the extent that the circumstances of the work being performed for the Owner permit, the Contractor shall comply with all laws in force in Nunavut relating to payment periods, mandatory holdbacks, and creation and enforcement of mechanics' liens.
- 41.4 The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the work at least as often as the contract requires the Owner to pay the Contractor.
- 41.5 The Contractor shall, whenever requested to do so by the Engineer, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in GC41.4.
- 41.6 GC41.1 shall only apply to claims and obligations that have been received by the Engineer in writing before payment to the Contractor pursuant to TP4.8 and within 120 days after a claimant
- 41.6.1 should have been paid in full under his contract with the Contractor or subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
 - 41.6.2 performed the last of the service, work or labour, or furnished the last of the material pursuant to his contract with the Contractor or subcontractor, where the claim is not for money referred to in GC41.6.1.
- 41.7 No interest will be paid to the Contractor on any monies withheld pursuant to GC41 due to a Contractor or

subcontractor's claim for non-payment.

GC42 SECURITY DEPOSIT - FORFEITURE OR RETURN

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

GC43 ENGINEER'S CERTIFICATES

- 43.1 On the date that
- 43.1.1 the work has been completed, and
 - 43.1.2 the Contractor has complied with the contract and all orders and directions made pursuant thereto,
- both to the satisfaction of the Engineer, he shall issue a Certificate of Final Completion to the Contractor.
- 43.2 If the Engineer is satisfied that the work is sufficiently complete to be acceptable for use by the Owner, he may, at any time before he issues a certificate referred to in GC43.1, issue a Certificate of Substantial Completion to the Contractor.
- 43.3 A Certificate of Substantial Completion referred to in GC43.2 shall describe the parts of the work not completed to the satisfaction of the Engineer and all things that must be done by the Contractor before a certificate referred to in GC43.1 will be issued.
- 43.4 The Engineer may, in addition to the parts of the work described in a Certificate of Substantial Completion referred to in GC43.2, require the Contractor to rectify any other parts of the work not completed to his satisfaction and to do any other things that are necessary for the completion of the work.
- 43.5 If the contract or a part thereof is subject to a Unit Price Arrangement, the Engineer shall measure and record the quantities of labour, plant and material, performed, used and supplied by the Contractor in performing the work and shall, at the request of the Contractor, inform him of those measurements.
- 43.6 The Contractor shall assist and co-operate with the Engineer in the performance of his duties referred to in GC43.5 and shall be entitled to inspect any record made by the Engineer pursuant to GC43.5.
- 43.7 After the Engineer has issued a Certificate of Final Completion referred to in GC43.1, he shall, if GC43.5 applies, issue a Certificate of Final Measurement.
- 43.8 A Certificate of Final Measurement referred to in GC43.7 shall
- 43.8.1 contain the aggregate of all measurements of quantities referred to in GC43.5, and
 - 43.8.2 be binding upon and conclusive between the Owner and the Contractor as to the quantities referred to

therein.

GC44 RETURN OF SECURITY DEPOSIT

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

GC45 CLARIFICATION OF TERMS IN GC46 TO GC49

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

GC46 ADDITIONS OR AMENDMENTS TO UNIT PRICE TABLE

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

GC47 DETERMINATION OF COST - UNIT PRICE TABLE

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

GC48 DETERMINATION OF COST - NEGOTIATION

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

GC49 DETERMINATION OF COST - FAILING NEGOTIATION

- 49.1 If the parties or the methods described in GC46, GC47 or GC48 fail for any reason to achieve a determination of the cost of labour, plant and material for the purposes referred to therein, that cost shall be equal to the aggregate of
- 49.1.1 all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant or material that falls within one of the classes of expenditure described in GC49.2 that are directly attributable to the performance of the contract, and
 - 49.1.2 an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, and every other cost, charge and expense but not including those referred to in GC49.1.1 or of a class referred to in GC49.2, in an amount that is equal to:
 - (a) 10% of the sum of the expenses referred to in GC49.2.1;
 - (b) 20% of the sum of the expenses referred to in GC49.2.2 through GC49.2.8
- 49.2 For purposes of GC49.1.1 the classes of expenditure that may be taken into account in determining the cost of labour, plant and material are,
- 49.2.1 payments to subcontractors;
 - 49.2.2 wages, salaries and travelling expenses of employees of the Contractor while they are actually and properly engaged on the work, other than wages, salaries, bonuses, living and travelling expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor unless they are engaged at the work site with the approval of the Engineer;
 - 49.2.3 assessments payable under any statutory authority relating to worker's compensation, unemployment insurance, pension plan or holidays with pay;
 - 49.2.4 rent that is paid for plant or an allowance for depreciation of plant owned by the Contractor that is necessary for and used in the performance of the work, if that rent or allowance is reasonable and use of that plant has been approved by the Engineer;
 - 49.2.5 payments for maintaining and operating plant is necessary for and used in the performance of the work, and payments for effecting such repairs thereto as, in the opinion of the Engineer, are necessary for the proper performance of the contract other than payments for any repairs to the plant arising out of defects existing before its allocation to the work;
 - 49.2.6 payments for material that is necessary for and incorporated in the work, or that is necessary for and consumed in the performance of the contract;
 - 49.2.7 payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the plant and material necessary for and used in the performance of the contract;
 - 49.2.8 any other payments made by the Contractor with the approval of the Engineer that are necessary for the performance of the contract.

GC50 RECORDS TO BE KEPT BY CONTRACTOR

- 50.1 The Contractor shall

- 50.1.1 maintain full records of his estimated and actual costs of the work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto;
 - 50.1.2 make all records and material referred to in GC50.1.1 available to audit and inspection by the Owner and the Comptroller General of the Government of the Nunavut or by persons acting on behalf of either or both of them when requested;
 - 50.1.3 allow any of the persons referred to in GC50.1.2 to make copies of and to take extracts from any of the records and material referred to in GC50.1.1; and
 - 50.1.4 furnish any person referred to in GC50.1.2 with information he may require from time to time in connection with such records and material.
- 50.2 The records maintained by the Contractor pursuant to GC50.1.1 shall be kept intact by the Contractor until the expiration of two years after the date that a Final Certificate of Completion referred to in GC43.1 was issued or until the expiration of such other period of time as the Owner may direct.
- 50.3 The Contractor shall cause all subcontractors and all other persons directly or indirectly having control of the Contractor to comply with GC50.1 and GC50.2 as if they were the Contractor.

GC51 LITIGATION

- 51.1 This contract shall be deemed to have been made in Nunavut and shall be governed by the laws of Nunavut as far as applicable.
- 51.2 In the event of any legal action arising out of this agreement, the Contractor, if originating such action, may sue the Government of Nunavut in the name and style of "The Government of Nunavut" and the Government of Nunavut, if originating such action, may commence the action against the Contractor in his own behalf in the name and style of "The Government of Nunavut".

GC52 REQUIREMENTS FOR INUIT, LOCAL AND NUNAVUT CONTENT

- 52.1 The Contractor shall, in the performance of the Work, employ Inuit, Local and Nunavut workers and use Inuit, Local and Nunavut content to the greatest extent possible and at a minimum, no less than the amounts tendered by the Contractor in Appendix "B-2" of the tender. Workers shall meet all levels of proficiency, qualification and expertise as dictated by the authorities having jurisdiction and/or as defined in the contract documents.
- 52.2 The Contractor shall provide a schedule indicating the anticipated total monthly value of all Inuit, Local and Nunavut content and Labour to be expended in the execution of the Work. This schedule shall provide the benchmark for ensuring compliance by the Contractor with the requirements for the use of Inuit, Local and Nunavut content during the project.
- 52.3 For the Inuit Labour bonus or penalty, as set out in the Nunavummi Nangminiqagtunik Ikajuuti (NNI) Policy, the benchmark shall be the minimum prescribed level for Inuit Labour identified on page 4 of Appendix K of the tender.

GC53 REQUIREMENT FOR COMMUNITY MEETINGS

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

- (a) A community representative who has been designated to speak on behalf of the community (if

- available),
 - (b) A community manpower representative (if available),
 - (c) The Contractor,
 - (d) The Owner's representative.
- 53.2 The Contractor shall arrange a Community Meeting prior to the start of construction and at that meeting shall:
- (a) provide a schedule referred to in GC52.2 above to the community representative, or if no community representation is designated, shall provide a copy of this schedule to the Owner's representative,
 - (b) identify specific types of workers required during the project such as plumbers, painters or electricians and how many of those workers are required and when they are required and based on information received in accordance with GC53.2 (c) maintain a list of community manpower,
 - (c) request from the community manpower representative or from the Owner if no community manpower representative has been delegated, a list of workers available in the community,
- 53.3 The Owner shall attend all community meetings organized by the Contractor in accordance with GC53.3.2(c) and when requested by the Contractor shall:
- (a) identify and contact potential community workers who may be available to be employed on the Work, identify alternate workers if those workers initially identified are not available to work, and assist in confirming the residency of local workers.
- 53.4 The Contractor shall arrange Community Meeting as required by GC53.1 and at those meetings shall:
- (a) provide employment reports identifying workers used during the past month (to substantiate information provided on Appendix B-2),
 - (b) provide an amended schedule referred to in GC53.2, if necessary
 - (c) provide a consolidated report at the time of substantial completion, which shall confirm the total amount of Inuit, Local and Nunavut content used. This report will identify Inuit, Local and Nunavut payroll separately. This consolidated report shall be a condition precedent to the release of payment.

GC54 MONITORING THE LEVEL OF INUIT, LOCAL AND NUNAVUT LABOUR

- 54.1 The contractor is responsible to insure that every worker identified as Local or Nunavut meets the qualifying requirements of being ordinarily resident in Nunavut for the past 12 months, and for Local being a Nunavut resident ordinarily residing in the subject community for the past 4 months. The contractor may be required to provide proof of residency at any time throughout the project.
- 54.1.1 Reasonable proof of Nunavut and Local residency shall be any of the following:
- a) is on the Nunavut Tunggavik Inc. (NTI) enrolment list and provides a physical address where residing,
 - or
 - b) has spent the last 12 months ordinarily resident in Nunavut and
 - i) has a valid Nunavut Health Care Card effective at least 9 months prior to start date of employment on the project;
 - and/or
 - ii) other accepted proof of residency such as: a Nunavut General Hunting License, a Nunavut Driver's Licence, a lease or rental receipt, or a certified Schedule T222

Income Tax return from the previous year or proof that Income Tax was paid in the Nunavut during the previous tax year;

and provides a physical address where residing.

or

- c) is included on a list of approved Local or Nunavut residents verified by the municipality of their residence.

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

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

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

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

Therefore, it is a fundamental requirement of this contract that the Contractor shall achieve, by the completion of the contract, at least the amounts tendered on Appendix B-2 of the tender, with the exception of decreasing Nunavut content with a corresponding equal or larger increase in Local content, specifically

- (a) the amount of Inuit Labour,

AND

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

or

- (ii) the amount of Local Labour and the total amount of Local and Nunavut Labour

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

AND at least

- (c) the amount of Inuit Content excluding the Labour of Inuit Firms,

AND

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

or

- (ii) 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 B-2.

55.2 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 GC55.1 then the Owner MAY adopt one or more of the following remedies,

- (a) withhold from any progress payment an amount equal to:
 - (i) the difference between the amounts identified in clause GC55.1 (a), (b)(i), or (b)(ii) and the amount identified in the Schedule referred to in GC52.2 and
 - (ii) the difference between the amounts identified in clause GC55.1 (c), (d)(i) or (d)(ii) and the amount identified the Schedule referred to in GC52.2.

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

- (b) deduct from the approved contract payment at the time of substantial or final completion an amount equal to:
 - (i) 25% of the difference between the amounts identified in clause GC55.1 (i), GC55.1. (ii), or GC55.1 (iii) and the amount identified in Appendix B-2 and
 - (ii) 25% of the difference between the amounts identified in clause GC55.1 (iv), GC55.1 (v), or GC55.1 (vi) and the amount identified in Appendix B-2 of the Tender.
- (c) take the contract out of the Contractor's hands, in accordance with Clause 37 and GC38.

55.3 In the event that the amount of difference identified in GC55.2 is 15% or less of the amount proposed in Appendix B-2 of the tender, the Owner, at its sole discretion, may waive the provisions of clause 55.2.

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

GC56 OBLIGATION TO PROVIDE CONTRACT SECURITY

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

56.1.1 less than \$100,000, the Engineer may require at the expense of the Owner the Contractor to provide contract security prescribed in GC57.

56.1.2 \$100,000 or more, the Contractor shall, at his own expense, provide one or more of the forms of contract security prescribed in GC57.

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

GC57 PRESCRIPTION OF ACCEPTABLE CONTRACT SECURITY

57.1 If the Contractor is required to provide contract security pursuant to GC56, the Owner shall accept from the Contractor one or more of the forms of security prescribed in GC57.2. to GC57.6.

57.2 A Contractor shall deliver to the Owner:

57.2.1 A performance bond and a labor and material payment bond each in an amount that is equal to not less

than 50% of the contract amount referred to in the Articles of Agreement, or,

57.2.2 A security deposit in an amount that is equal to 10% of the contract amount referred to in the Articles of Agreement.

57.3 A performance bond and a labour and material payment bond referred to in GC57.2.1 shall be in a form as approved by the Federal Treasury Board (Federal Contracts) and be issued by a bonding or surety company that is approved by the Owner.

57.4 A security deposit referred to in GC57.2.2, shall be in the form of

57.4.1 "A letter of irrevocable guarantee" in the form authorized by the contract authority payable to the Owner that is drawn on a bank to which the Bank Act or the Quebec Savings Banks Act applies;
or

57.4.2 A certified cheque or bank draft from a bank acceptable to the Owner and made payable to the Owner.

57.5 The "letter(s) of irrevocable guarantee" referred to in GC57.4.1 shall be

57.5.1 Held uncashed until 14 days prior to their expiry date, unless the expiry date is extended for a further term, beyond the contract completion date stated in the Articles of Agreement.

57.6 The certified cheque as referred to in GC57.4.2 shall be deposited by the Owner into the Owner's bank account.

GC58 COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRMENTS

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

58.1.1 Premises, Property and Operations Liability;

58.1.2 Products and Completed Operations Liability;

58.1.3 Owners' and Contractors' Protective Liability;

58.1.4 Blanket Written Contractual Liability;

58.1.5 Non-Owned Automobile Liability;

58.1.6 Broad Form Property Damage Extension;

58.1.7 Use of explosives for blasting, shoring, excavating, underpinning, demolition, removal, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable;

58.1.8 Contingent Employer's Liability;

58.1.9 Person Injury Liability;

58.1.10 Employees As Additional Insureds;

58.1.11 Cross Liability With Respect To Additional Insureds;

58.1.12 Asbestos Abatement Liability, as applicable.

GC59 AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS

59.1 Automobile Liability Insurance in respect of Contractor's owned and leased vehicles shall have limits of not less than two million dollars inclusive per occurrence for bodily injury, death, and damage to property. And when applicable:

- S.E.F. No. 4a Explosives Endorsement;
- S.E.F. No. 21b Blanket Fleet Endorsement.

GC60 AIRCRAFT AND WATER CRAFT LIABILITY INSURANCE REQUIREMENTS

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

GC61 GENERAL INSURANCE CONDITIONS

61.1 **Deductible:** Amount of deductible on any insurance provided by Contractor shall be borne in its entirety by Contractor.

61.2 **Waiver of Recourse:** Contractor waives all rights of recourse against the Owner for damages to Contractor's property or property of others for which Contractor is responsible and Contractor's Insurers have no right of subrogation against the Owner.

61.3 **Notice of Cancellation:** All required insurance shall be endorsed to provide the Owner with 30 days advance written notice of material change, cancellation or termination. Such notices shall be addressed to: The Owner (as noted on the Contractor's Certificate of Insurance).

61.4 **Other Insurance:** Contractor shall provide, maintain and pay for any additional insurance which is required to be provided by the Contract Documents, or by law, or which he considers necessary to cover risks not otherwise covered by insurance specified in these conditions.

61.5 Contractor's Certificate of Insurance: The Contractor shall complete the attached form "Contractor's Certificate of Insurance", and shall within 14 days after the acceptance of the tender deliver this completed certificate to the Owner. Substitute certificates will not be accepted; the Contractor must use this certificate.

GC62 PROPERTY INSURANCE (All "Risks" Course of Construction Insurance)

62.1 Insurance has been purchased by the Owner on a very broad basis, to protect as Insureds, all those who have direct participation in the construction project, for claims which may arise as a result of loss or damage during course of construction.

62.2 **Coverage:** "All Risks" of physical loss or damage or destruction while said project is in course of construction, site preparation, reconstruction, repair, erection, fabrication, testing, and including all materials, equipment machinery, structures, property, fitting, fixtures, betterment, and supplies of any nature whatsoever to enter into and form part of the finished project while at the site of operations or elsewhere in Canada or the Continental United States or America, all the property of the Insureds or the property of others for which the insureds have assumed responsibility, or for whom the Insured are required to carry insurance, including while on a river or lake crossing ferry in connection with land transportation..

- 62.3 **Exclusions:** This policy does not cover goods in transit to the site. This is the contractor's risk, which he may or may not wish to insure.
- 62.3.1 This policy does not cover the following types of construction and/or maintenance contracts:
- a) Highways & Ferries;
 - b) Water & Sewer Contracts With No Buildings;
- 62.4 **Term:** From the commencement of work to the date of the Substantial Completion as certified by the Owner.
- 62.5 **Limit of Liability:** The limit of liability at the project site is the estimated full completed value of the project including, but not limited to, owner-supplied labour or materials, reasonable profit, insurance costs, overhead, taxes, labour, administrative fees and all other expenses which are incurred as additional costs as a result of a partial or total loss.
- 62.6 **Deductible:**
- 62.6.1 The Contractor shall be responsible for a deductible, which shall be equal to 5% of the considered insurable loss to a maximum of \$10,000 per occurrence.

END OF GENERAL CONDITIONS

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 01 - General Requirements</u>		
01001	Community and Environmental	1
01011	Particular Scope of Work	3
01014	Work Sequence	1
01015	Contractor's Use of the Premises	1
01021	Allowances	1
01030	Special Project Procedures	3
01050	Field Engineering	1
01060	Regulatory Requirements	2
01070	Abbreviations	2
01100	Alternatives	1
01150	Measurement and Payment	3
01200	Project Meetings	3
01300	Submittals	2
01310	Construction Schedule	1
01390	Drawings of Record	2
01400	Quality Control	3
01410	Documentation, Inspection Testing and Acceptance	2
01500	Construction Facilities	3
01700	Contract Closeout	1
<u>Division 02 - Sitework</u>		
02223	Excavating, Trenching and Backfilling	7
02224	Site Work	6

PART 1 - GENERAL

1.1 LOCATION .1 Hall Beach is located at 68° 46'N latitude and 81° 12'W longitude. Situated in the Foxe Basin of the Arctic Lowlands, it is 840 air km north-west of Iqaluit.

1.2 CLIMATE .1 July mean high temperature is 8.4 degrees Celsius, July mean low is 2.3 degrees Celsius.
.2 January mean high temperature is -26.9 degrees Celsius, January mean low temperature is -34.8 degrees Celsius.
.3 Total annual precipitation is 218 mm, consisting of 100 mm of rainfall and 1210 mm of snow.
.4 Prevailing winds are from the north-west at 21.3 km/h.

1.3 POPULATION .1 Population is approximately 648 people.
.2 Language spoken: Inuktituk and English.

1.4 SERVICES .1 Commercial accommodations services available.

END OF SECTION 01001

PART 1 - GENERAL

1.1 GENERAL

- .1 The CONTRACTOR shall note that the WORKS, as described in the CONTRACT DOCUMENTS, are intended to commence in the Spring of 2006. It is anticipated that all earthworks shall be complete by September 30, 2006.
 - .2 The WORKS are located in the Hamlet of Hall Beach - see Section 01001 for Community Information.
 - .3 Definitions:
 - .1 CONTRACTOR: the general contractor for the sewage lagoon decommissioning as described in the GENERAL CONDITIONS of the contract.
 - .2 ENGINEER: the engineer as described in the GENERAL CONDITIONS of the Contract. This position is normally filled by the GN Project Officer designated as in charge of this work.
 - .3 CONSULTANT: the design consultant for this work. As directed by the ENGINEER from time to time, correspondence, schedules, shop drawings, progress payments, etc., sent from the CONTRACTOR to the ENGINEER will normally be addressed to the CONSULTANT with a carbon copy to the ENGINEER. The CONSULTANT will provide recommendations to the ENGINEER as to the acceptability of the correspondence and inspect the work for the ENGINEER and provide comments upon the work. The CONSULTANT'S direction to the CONTRACTOR will be sent directly to the CONTRACTOR and carbon copied to the ENGINEER. All instructions, change orders involving a change in the contract will be sent to the ENGINEER and issued directly by the ENGINEER to the CONTRACTOR.
 - .4 RESIDENT ENGINEER: A representative of the CONSULTANT who may be on site full time during construction. All correspondence will continue to be directed to the CONSULTANT and ENGINEER as directed above with carbon copies given to the RESIDENT ENGINEER. The RESIDENT ENGINEER will provide daily and weekly reports to the ENGINEER on both quantity and quality concerns.
 - .5 OTHER CONTRACTORS: Another contractor whose work is outside the scope of this contract.
-

1.1 GENERAL
(Cont'd)

- .4 The WORKS to be carried out include but are not limited to:
 - .1 Mobilization to site of machinery and equipment necessary to perform the WORKS.
 - .2 All earth works.
 - .3 Inspection of all works to ensure compliance with all applicable codes and standards as directed in the SPECIFICATIONS.
- .5 Should the CONTRACTOR wish to change the scope of work outlined, he shall have to identify the changes with the ENGINEER at the start of the project and prior to proceeding with work. Approval from the ENGINEER is required prior to work commencing.
- .6 The CONTRACTOR shall, at the start of the project and prior to proceeding with any field work, arrange with the ENGINEER for the establishment of reference lines and a Bench Mark. Once the base lines and Bench Mark are set, it shall be the responsibility of the CONTRACTOR to protect and safeguard same throughout the constructions period.
- .7 The CONTRACTOR shall include in his tender price the costs of transportation/shipping and handling of materials and all associated costs of those materials not pre-purchased for the project.
- .8 The CONTRACTOR shall test the installations as described in Section 01410-Documentation, Inspection Testing and Acceptance Procedures.
- .9 The CONTRACTOR shall prepare and provide all the documentation and test information necessary to comply with Substantial Completion Inspection as outlined in Section 01410- Documentation, Inspection Testing and Acceptance Procedures.
- .10 The CONTRACTOR shall carry out any incidental works to make the facilities complete and to the satisfaction of the ENGINEER.
- .11 Carry out all clean-up and repair work necessary to existing roadways,ditches,etc. affected by new work and to the satisfaction of the ENGINEER.
- .12 The CONTRACTOR shall complete Appendix "D1" and "D2" - List of Unit Prices and the

1.1 GENERAL
(Cont'd)

- .12 (Cont'd)
Schedule of Breakdown Prices and return with
his Tender Price.

1.2 WORKS

- .1 The WORKS to be carried out include but are
not limited to :
.1 Remove and dispose of the existing
geotechnical water sampling wells.
.2 Push existing berms into the abandoned
lagoon.
.3 Blend existing sewage sludge and lagoon
content into the lagoon berm soil
.4 Add new material to cover as indicated
in the DRAWINGS.
.5 Cut from high areas and fill low areas
and grade to elevations as shown in the
DRAWINGS.
.6 Place granular cover on the filled
lagoon and surroundings; grade to allow proper
drainage of the entire area to Foxe Basin as
shown in the DRAWINGS.

END OF SECTION 01011

1.1 WORK SEQUENCE

- .1 The WORK shall be executed in a timely manner to ensure that construction is completed by the completion dates outlined in these documents.
- .3 The CONTRACTOR shall consult with the ENGINEER on acceptable methods of carrying out the WORK, the space available for storage of materials and erection of temporary facilities, location of granular borrow areas, and any other information pertinent to the WORK. All costs associated with the foregoing shall be borne by the CONTRACTOR.
- .4 Section 01011, Particular Scope of Work, outlines the work sequence and scheduling requirement.

END OF SECTION 01014

1 THE CONSTRUCTION
SITE

- .1 The OWNER will provide the lands upon which
the WORK is to be constructed.

2 CONTRACTOR'S USE
OF THE SITE

- .1 The CONTRACTOR shall have exclusive use of
the site, provided that the CONTRACTOR shall
permit access to the OWNER, the ENGINEER and
other Contractors on the site for purposes of
inspection, reviews, tests and carrying out
work related to the WORK.

END OF SECTION 01015

PART 1 - GENERAL

1.1 CONTINGENCY ALLOWANCE

- .1 Include in the Contract Price, the contingency allowance as shown in the schedule to provide for changes in work as determined and authorized by the ENGINEER and approved by the OWNER.
- .2 Payment of the contingency allowance or portion thereof shall only be made in the event that the ENGINEER authorizes additional work to which the unit or Lump sum prices of the Tender Form do not apply.

Unused portions of the Contingency Allowance will be retained by the OWNER.

END OF SECTION 01201

1.1 SPECIAL PROJECT .1
PROCEDURES

- .1 The OWNER reserves the right to let other Contracts on the site of the WORK related to the Project and to work with his own forces on the Project.
- .2 The OWNER shall coordinate the work and insurance coverage of OTHER CONTRACTORS insofar as it affects the WORK of this CONTRACT.
- .3 The CONTRACTOR shall coordinate his work with that of OTHER CONTRACTORS and tie into works constructed by others as specified or shown in the CONTRACT DOCUMENTS.
- .4 The CONTRACTOR shall report to the OWNER or ENGINEER any apparent deficiencies in the work of OTHER CONTRACTORS which would affect the WORK of this CONTRACT as soon as they come to his attention and shall confirm such report in writing. Failure by the CONTRACTOR to file this report shall invalidate any claims against the OWNER by reason of deficiencies in the work of of OTHER CONTRACTORS except as to those of which the CONTRACTOR could not reasonably be aware.

1.2 STORAGE .1
FACILITIES AND USE
OF PREMISES

- .1 The CONTRACTOR may use such facilities and areas as the OWNER may be willing and able to designate for the storage of MATERIAL and PRODUCT for the WORK, without charge to the CONTRACTOR.
- .2 Should the CONTRACTOR require additional facilities or areas he shall make all the necessary arrangements with the owners or occupants of such other facilities or areas and shall pay all rentals and damages caused by such occupancy.
- .3 The CONTRACTOR shall confine his apparatus, the storage of MATERIAL and PRODUCT and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the ENGINEER and the Hamlet and shall not unreasonably encumber the premises with his MATERIAL, PRODUCT or PLANT.
- .4 The CONTRACTOR shall enforce all regulations regarding signs, advertisements, fires, smoking and storage of flammable MATERIAL or PRODUCT.

1.2 STORAGE
FACILITIES AND USE
OF PREMISES
(Cont'd)

- .5 The CONTRACTOR shall not load or permit any part of the WORK or of the OWNER's structures to be loaded in any way that will endanger their safety.

1.3 USE OF
COMPLETED PORTIONS
OF THE WORK

- .1 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the WORK, notwithstanding that the time for completing the WORK or such portions of the WORK may not have expired: but such taking possession of and use shall not be deemed acceptance of the WORK.
- .2 If such prior use increases the cost of the WORK, the CONTRACTOR shall be entitled to such **compensation as the ENGINEER in the first** instance may determine.

1.4 DUMPING OF
MATERIALS

- .1 The CONTRACTOR shall make arrangements for the disposal of all waste material at the Hamlet solid waste disposal facility. This work is considered incidental to the contract and will not be measured separately for payment.

1.5 TRAFFIC
RESTRICTIONS

- .1 The CONTRACTOR shall make every effort to keep disruptions to traffic flow to a minimum.

1.6 KNOWLEDGE OF
THE SITE

- .1 The CONTRACTOR shall make himself aware of the available methods of transportation for equipment and personnel to the site. Contractors are cautioned that transportation is by air or sea lift.
- .2 The CONTRACTOR shall have no claim on account of his failure to familiarize himself with site conditions prior to bidding on this CONTRACT. He is advised that local availability of construction equipment and labour is limited and other projects may require the equipment during the short construction season. Early arrangement should be made with the Hamlet Office, Government Liaison Officer and/or local contractors for use of any equipment available.

1.6 KNOWLEDGE OF
THE SITE
(Cont'd)

.3 The CONTRACTOR is responsible for his own accommodations and services at the site as per the GENERAL CONDITIONS of the CONTRACT. For general information, the latest editions of "Northern Canada Business Directory" and the "Canada North Almanac" (published by the Research Institute of Northern Canada, Box 188 Yellowknife) may be consulted.

END OF SECTION 01030

1.1 GENERAL

- .1 The ENGINEER with the assistance of the CONTRACTOR shall provide a baseline, reference points and a bench mark.
- .2 The CONTRACTOR shall be responsible for the correctness of the elevations and dimensions from the references provided by the ENGINEER.
- .3 The layout of the WORK shall be in accordance with the Work Schedule which is prepared by the CONTRACTOR, submitted to the ENGINEER for review and is updated monthly.
- .4 If the CONTRACTOR requests a change in layout procedure or sequence, he shall submit the request to the ENGINEER, giving a minimum of 48 hours notice of new or revised activities.
- .5 The notice requesting a change shall be extended to 96 hours whenever a long weekend is involved.

1.2 SURVEY
ASSISTANCE

- .1 The CONTRACTOR shall supply acceptable survey assistants to the ENGINEER to assist in measuring, surveying, driving stakes and such other work as the ENGINEER requires to layout the WORK.
- .2 For setting out line and stakes, two assistants shall be provided.
- .3 For survey levelling and preparation of grade sheets, one assistant shall be provided.
- .4 Survey assistants shall not be changed without the approval of the ENGINEER.
- .5 If the CONTRACTOR fails to provide survey assistants that are acceptable to the ENGINEER, the ENGINEER will obtain assistants and deduct the costs and expenses thereof from the Progress Payment Certificates.

1.3 CONSTRUCTION
STAKES

- .1 Construction stakes including lath and hubs shall be provided by the CONTRACTOR.

END OF SECTION 01050

1.1 GENERAL

- .1 The Laws and Regulations of Nunavut shall govern.
- .2 The standards of the WORK shall conform to or exceed the minimum standards of the Canadian General Standards Board and the Canadian Standards Association.
- .3 In the event that a dispute resolution by arbitration is undertaken, the Arbitration Ordinance of Nunavut shall apply.
- .4 The CONTRACTOR shall ensure compliance on his part and on the part of all his SUBCONTRACTORS with the Worker's Compensation Ordinance and Regulations thereunder of the Government of Nunavut. The Worker's Compensation Board of the Northwest Territories and Nunavut can be contacted at 1-877-404-4407.
- .5 In carrying out the WORK, the CONTRACTOR shall comply with all other Acts and Ordinances and Regulations thereunder the Government of Nunavut as though they had been specifically named in this specification.

1.2 BURNING

- .1 No burning shall take place on site.

1.3 REGULATIONS,
STANDARDS AND CODES

- .1 Codes, Standards and Regulations are specified in other sections of these SPECIFICATIONS and the WORK shall be done in accordance with those Codes, Standards and Regulations where applicable.
 - .2 The CONTRACTOR shall obtain and pay for all permits, inspections, etc. required by the authorities having jurisdiction, including Local Construction Permits, Quarry Permits, Water Use Permits, etc.
 - .3 When all work has been completed, tested and placed in operation in accordance with the requirements of the DRAWINGS and SPECIFICATIONS and all governing Codes and Regulations, the CONTRACTOR shall request and obtain a Final Certificate of Approval, without reservations, from the Inspection Department(s) having jurisdiction, when
-

1.3 REGULATIONS,
STANDARDS AND CODES
(Cont'd)

- .3 (Cont'd)
applicable, and the Certificate(s) shall be
provided to the ENGINEER.
- .4 The CONTRACTOR shall note that no allowance
will be given for modification of the
installation to meet requirements of governing
Codes or Regulations, unless such Codes or
Regulations were modified by legislation after
the CONTRACT was awarded.

END OF SECTION 01060

1.1 ABBREVIATIONS - .1
SPECIFICATIONS,
METHODS, STANDARDS

General

ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
CAN	National Standards of Canada
CCA	Canadian Construction Association
CSA	Canadian Standards Association
ISO	International Organization for Standardization
WCB	Worker's Compensation Board

.2 Utilities

AWWA	American Water Works Association
CGSB	Canadian General Standards Board
CSPI	Corrugated Steel Pipe Institute
IAO	Insurer's Advisory Organization
ULC	Underwriter's Laboratories of Canada
USA	United States of America Standard(ASA)

.3 Use Of Abbreviations

These abbreviations refer to Specifications, Methods and Standards issued by the respective Association, and the abbreviations are used in the SPECIFICATIONS.

Alphanumeric designations following the abbreviations denote the specification, method or standard.

1.2 ABBREVIATIONS - .1
METRIC

General

The specifications are metric and metric usage is based upon SI units in accordance with CSA Standard CAN/CSA-Z234.1-89 Canadian Metric Practice Guide. In this specification SI units are abbreviated in accordance with the

Metric Units and Abbreviations below.

.2 Linear Measure

Metre	m
Millimeter	mm
Kilometer	km
micrometre	micro-m (um)

.3 Area

Square metre	m ²
Square millimeter	mm ²
Hectare	ha

1.2 ABBREVIATIONS - .4
METRIC
(Cont'd)

Volume

Cubic metre	m3
Litre	L

.5 Mass and Density

Kilogram	kg
Gram	g
Tonne	t
Kilogram per metre	kg/m
Gram per metre	g/m
Kilogram per square metre	kg/m2
Gram per square metre	g/m2
Kilogram per cubic metre	kg/m3

.6 Temperature

Degree Celsius	oC
----------------	----

END OF SECTION 01070

1 ALTERNATIVE
MATERIALS

- .1 Although bidders are encouraged to submit alternatives whenever same will ensure a quality, performance and serviceability equal to or greater than that inferred by the DRAWINGS and SPECIFICATIONS, they should prepare their bid using the specified materials and procedures, submitting a separate proposal for any suggested alternative. The proposal shall show clearly the alternative details of materials and procedures, and any change in price shall be subject to the ENGINEER'S approval prior to acceptance.
- .2 Where PRODUCTS or MATERIALS are specified by Trade Name or Manufacturer's names, this is for the purpose of defining a standard and not for the purpose of limiting selection.
- .3 Where PRODUCTS or MATERIALS are specified by Trade Name or Manufacturer's name, the arrangement of equipment shown on the DRAWINGS is generally based on the equipment of the named Manufacturer. Should the CONTRACTOR obtain authorization from the ENGINEER to supply PRODUCT or MATERIALS of equivalent to those specified, he shall bear the costs of modifications to the DRAWINGS, equipment arrangements and ancillaries to suit said PRODUCT.

END OF SECTION 01100

1.1 GENERAL

- .1 Payments will be made on the basis of the lump sum prices bid and the unit prices bid in the TENDER and in accordance with the GENERAL CONDITIONS.
- .2 The prices bid for various items of work, unless specifically noted otherwise, shall include the supply of all labour, material, plant and equipment necessary to construct the WORK in accordance with the specifications.
- .3 The prices bid for supply of materials and installation of materials shall be full compensation of supplying, hauling, installing, cleaning, testing and placing in service together with all other work subsidiary and incidental thereto for which separate payment is not provided elsewhere.
- .4 The method of measurement for payment and the basis for payment will be in accordance with the following items of this section. All measurement will be done by the ENGINEER using generally accepted field survey methods.
- .5 Where the TENDER shows separate items for supply and installation, the unit prices or lump sum prices bid for supply shall include supplying, delivering, loading, unloading and all allowances for handling, storage, breakage and waste. Payment will be made only for materials actually installed.
- .6 All materials on site whether existing structures, vegetation, topsoil, gravel, sand or other excavated, or piled materials are the property of the OWNER or the owner of the land on which the WORK is located. Only those materials specifically noted in the SPECIFICATIONS or on the DRAWINGS as belonging the CONTRACTOR shall become the CONTRACTOR'S property.
- .7 Where there are excess excavated materials, unsuitable materials excavated or materials of any kind that are excavated but not used in the WORK, such materials are not the property of the CONTRACTOR unless authorized in writing by the ENGINEER or specified to be disposed of by the CONTRACTOR.
- .8 Where WORK is called for in these SPECIFICATIONS and is not specifically designated for payment under a pay item, the

1.1 GENERAL
(Cont'd)

- .8 (Cont'd)
CONTRACTOR shall deem such WORK as incidental to the most closely associated pay items and make appropriate allowances in his bid price. The CONTRACTOR will not be allowed an additional amount for any items not included in the TENDER BID but which are required to make the WORK complete.

1.2 MEASUREMENT AND
DEMOBILIZATION

- .1 Mobilization and demobilization shall include the CONTRACTOR'S costs of mobilization at the beginning of the project; and cost of demobilization at the end of the project.
- .2 Included in mobilization are such items as:
- bonding, insurance and permits
 - moving personnel, materials and equipment to the site, setting up temporary facilities and all preparation for performing the WORK
 - inspection and acceptance by the ENGINEER of all materials and equipment received, including as necessary, the opening of crates and recrating by the CONTRACTOR at his expense.
 - the storing in an adequate and approved warehouse of those materials and equipment which will not be immediately used for construction
 - supply of literature and data for O&M Manuals
 - return of Government property in compliance with the CONTRACT DOCUMENTS
- .3 Included in demobilization are removal of all personnel, materials and equipment, once work has been completed, tested and accepted by the ENGINEER and general cleanup of the site and the WORK.
- .4 The lump sum bid for this work shall be relative to the costs involved.
- .5 Upon completion of mobilization as noted above, the CONTRACTOR shall be entitled to claim an amount not exceeding 70% of the lump sum amount stated under this item. Prior to billing for completion of mobilization, the CONTRACTOR will have complied with the conditions of Section 01700 in that all required Operations and Maintenance Manual

1.2 MEASUREMENT AND .5
DEMOBILIZATION

(Cont'd)

(Cont'd)

Data and Manufacturer's Literature for material provided will have been provided to the ENGINEER. The remaining 30% shall be paid to the CONTRACTOR only after work for demobilization is completed to the satisfaction of the ENGINEER notwithstanding the holdback amount, in compliance with the SPECIFICATIONS, and the CONTRACT DOCUMENTS and the Record Drawings are turned over to the ENGINEER.

1.3 LUMP SUM
CONTRACTS

.1

Payments will be made on the basis of the following:

- Lump sum items in the SCHEDULE OF ITEMS AND PRICES in the TENDER
- Unit prices bid in the SCHEDULE OF UNIT PRICES in the TENDER for provisional items
- Changes in the WORK for items not covered by unit prices, in accordance with Articles GC 46 to 50 of the CONTRACT.

.2

The CONTRACTOR must supply copies of invoices to substantiate claims if requested. Deletions will be proportioned on lump sum items or determined on the basis of unit prices.

.3

For each lump sum item in the SCHEDULE OF BREAKDOWN PRICES, the ENGINEER will, in cooperation with the CONTRACTOR, estimate the percentage of the item completed at the end of the payment period.

END OF SECTION 01150

1.1 PRECONSTRUCTION MEETING

- .1 A preconstruction meeting will be arranged by the ENGINEER after the CONTRACT is awarded.
 - .2 The meeting will be held at the ENGINEER'S office or at an alternate location at or near the site.
 - .3 The CONTRACTOR shall have in attendance the SUPERINTENDENT, the Project Manager and representatives of the SUBCONTRACTORS if requested by the ENGINEER.
 - .4 The OWNER may have a representative in attendance.
 - .5 The ENGINEER will have the CONSULTANT and/or Resident Engineer in attendance, and any other personnel whom the ENGINEER feels may add to a successful meeting.
 - .6 Minutes will be taken by the ENGINEER and copies will be distributed to attendees.
 - .7 The preconstruction meeting agenda will include:
 - .1 Identification of key project personnel and lines of communication:
 - .1 Role of ENGINEER, CONSULTANT and Resident Inspector.
 - .2 Contact Authority.
 - .2 Schedule of WORK:
 - .1 CONTRACTOR'S schedule and proposed work plan.
 - .2 Review DRAWINGS and SPECIFICATIONS.
 - .3 Temporary facilities.
 - .4 Granular sources.
 - .5 Equipment.
 - .6 Resupply.
 - .7 Shutdowns.
 - .3 Schedule of values:
 - .1 Progress payments.
 - .2 Change orders.
 - .3 Project inspections.
 - .4 Measurement of unit costs.
 - .5 Claims/disputes.
 - .4 Site sign.
 - .5 Submissions:
 - .1 WCB certificates and Insurance certificates are required.
 - .2 Shop drawings.
 - .6 Authorities having Jurisdiction:
 - .1 Fire Marshal.
 - .2 Department of Sustainable Development.
-

1.1 PRECONSTRUCTION .7
MEETING

(Cont'd)

- (Cont'd)
- .6 (Cont'd)
 - .3 Nunavut Water Board.
 - .4 Hamlet.
 - .5 Electrical/Mechanical Safety.
 - .6 Weights and Measures Canada.
 - .7 Water use applications.
- .7 GN Policy:
 - .1 Northern involvement.
 - .2 Local accommodations.
 - .3 Local labour.
- .8 Application for fuel supply credit purchases.
- .9 Record drawings.
- .10 Maintenance manual information.
- .11 Safety:
 - .1 Disposal of hazardous wastes.
- .12 Identification of testing agencies:
 - .1 Geotechnical consultant.
 - .2 Radiographic inspections.
 - .3 Strapping.
 - .4 Concrete testing agency.
- .13 Determination of practical and reasonable time for retesting.
- .14 Concrete mix design and trial concrete testing.
- .15 Substantial completion inspection.

1.2 PROGRESS
MEETINGS

- .1 Progress meetings will be held on a regular monthly basis or more frequently if requested by the ENGINEER.
- .2 Accommodations for progress meetings shall be provided by the CONTRACTOR at or near the site.
- .3 The ENGINEER will give to all parties advance notice of meeting dates, times and locations.
- .4 The CONTRACTOR shall have in attendance the SUPERINTENDENT, the Project Manager and representatives of the SUBCONTRACTORS if requested by the ENGINEER.
- .5 The ENGINEER will have the Project Manager and/or Resident Engineer in attendance.
- .6 The OWNER may have a representative in attendance.

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Project Meetings

Section 01200
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1.2 PROGRESS
MEETINGS
(Cont'd)

.7 Minutes will be taken by the RESIDENT
ENGINEER and copies will be distributed to all
attendees.

END OF SECTION 01200

1.1 GENERAL

- .1 Submittals are required in accordance with the provisions of this section, to ensure that the specified MATERIAL and PRODUCT are furnished and installed in accordance with the design intent as expressed in the CONTRACT DOCUMENTS.
- .2 Individual submittals as required are in other sections of the SPECIFICATIONS.
- .3 Until submissions are reviewed, work involving relevant PRODUCT or MATERIAL may not proceed.
- .4 Where the phrase "or approved equivalent alternative" occurs in the CONTRACT DOCUMENTS, do not assume that MATERIAL, PRODUCT or methods will be accepted as equal by the ENGINEER unless the item has been specifically accepted for the WORK by the ENGINEER in writing.

1.2 IDENTIFICATION OF SUBMITTALS

- .1 Identify each submittal and resubmittal by showing at least the following information:
 - a) Name, address and telephone number of the submitter, and a name of an individual for contact.
 - b) Drawing Number and specification number to which the submittal applies.
 - c) Whether an original submittal or resubmittal.
 - d) Confirmation of prior review by the CONTRACTOR.
 - e) Date of submittal or resubmittal.
 - f) Authorized signature of the Submitter.

1.3 COORDINATION OF SUBMITTALS

- .1 Prior to submittal for the ENGINEER's review, coordinate all material:
 - a) Determine and verify field dimensions and conditions and conformance with the SPECIFICATIONS, including MATERIAL, catalogue numbers, type numbers and similar data.
 - b) Coordinate requirements between trades.

1.3 COORDINATION OF .1

(Cont'd)

- c) Coordinate with requirements under laws, regulations, etc.
- d) Secure required approvals of public agencies inspection agencies, and standards agencies and show proof of approvals acquisition.
- e) Indicate any deviations from the intent of design as expressed in the CONTRACT DOCUMENTS and request specific review of these deviations.

1.4 TIMING OF
SUBMITTALS

- .1 Make submittals far enough in advance to allow adequate time for coordination, ENGINEER'S review, revisions and resubmittals, and for supply and delivery in time for the scheduled installation in the WORK.
- .2 Allow at least ten (10) calendar days for the ENGINEER'S review after receipt of submittals.
- .3 Costs due to delays in submittals shall be borne solely by the CONTRACTOR.

END OF SECTION 01300

1.1 CONSTRUCTION
SCHEDULE

- .1 Within fourteen (14) days after award of the CONTRACT, the CONTRACTOR shall submit for approval to the ENGINEER a construction schedule in the form of a bar chart showing all the principal phases of the work. No Progress Payment Claim shall be certified until a Construction Schedule has been received by the ENGINEER.
- .2 The Construction Schedule shall be updated monthly by the CONTRACTOR.
- .3 If, in the opinion of the ENGINEER, any Construction Schedule is inadequate as a control tool or if does not show the WORK being fully completed by the CONTRACT Completion Date, the ENGINEER may reject it and the CONTRACTOR shall provide a Construction Schedule that is acceptable to the ENGINEER.
- .4 In scheduling the WORK, the CONTRACTOR shall give due attention to the availability and delivery times for all materials and equipment and to the timing of available transportation facilities. In cases where materials are to be shipped by water, approved licensed carriers shall be used as per Appendix H - Transportation of Materials.

END OF SECTION 01310

1.1 GENERAL

- .1 Provide construction photographs in accordance with procedures and submission requirements specified in this Section.

1.2 PROGRESS
PHOTOGRAPHS

- .1 Sizes: 100 x 125 mm.
- .2 Type: glossy colour.
- .3 Paper: single weight, unmounted.
- .4 Number of prints required: 2 sets.
- .5 Identification: typewritten name and number of project and date of exposure on reverse side.
- .6 Viewports: interior and exterior locations: Viewports determined by ENGINEER.
- .7 Frequency: as directed by ENGINEER.

1.3 FINAL PHOTOGRAPHS

- .1 Sizes: 100 x 125 mm.
- .2 Type: glossy colour.
- .3 Paper: single weight, unmounted.
- .4 Number of prints required: 2 sets.
- .5 Identification: typewritten name and number of project and date of exposure on reverse side.
- .6 Number of viewports:
 - .1 Locations of viewports determined by ENGINEER.

1.4 NEGATIVES

- .1 Submit all negatives of coloured prints before final acceptance of WORK.
 - .2 Insert negatives in envelopes and identify with name and number of project. Indicate exposure dates and view points of each frame of 35 mm film strips.
-

1.5 DISTRIBUTION OF
PHOTOGRAPHS

- .1 One set of progress and final photographs to:

ENGINEER.
- .2 One set of progress and final photographs to:

Department of Community & Government Services
P.O. Bag 1000, Station 700
Iqaluit, NU
X0A 0H0

Attention: Regional Project Manager
- .3 One set of progress and final photographs to:

Ferguson Simek Clark
P.O. Box 1777
Yellowknife, NT
X1A 2P4

Attention: Environmental Engineering

END OF SECTION 01390
END OF SECTION 01390

1.1 GENERAL

- .1 The CONTRACTOR is totally responsible for the quality of MATERIAL and PRODUCT which he provides and for the WORK.
- .2 The CONTRACTOR is responsible for quality control and shall perform such inspections and tests as are necessary to ensure that the WORK conforms to the requirements of the CONTRACT DOCUMENTS.
- .3 During the progress of the WORK, a sufficient number of tests shall be performed by the CONTRACTOR to determine the MATERIAL, PRODUCT and installation meet the specified requirements.
- .4 Minimum requirements regarding quality control are specified in various sections of the SPECIFICATIONS, however, the CONTRACTOR shall perform as many inspections and tests as are necessary to ensure that the WORK conforms to the requirements of the CONTRACT DOCUMENTS.
- .5 Testing shall be in accordance with pertinent codes and regulations, and with selected standards of the American Society for Testing Materials (ASTM) and Canadian Standards Association (CSA).

1.2 QUALITY CONTROL TESTING BY THE CONTRACTOR

- .1 The CONTRACTOR shall retain the services of an independent testing agency under supervision of a registered professional engineer, and pay the cost of testing services for quality control including, but not limited to the following:
 - Sieve analysis of sands and aggregates to be supplied to the WORK
 - Modified Proctor Density curves for backfill materials
 - Modified Proctor Density curves for approved borrow materials.
 - Compaction control tests for backfill and embankment material.
 - Any product testing that is required and is specified under various sections of the SPECIFICATIONS.
- .2 The CONTRACTOR shall promptly process and distribute all required copies of test reports and test information and related instructions to all of his SUBCONTRACTORS and Suppliers to ensure that all necessary retesting and

1.2 QUALITY CONTROL .2
TESTING BY THE
CONTRACTOR
(Cont'd)

(Cont'd)
replacement of construction can proceed
without delay

- .3 The CONTRACTOR shall promptly provide the
ENGINEER with copies of all test results.

1.3 QUALITY
ASSURANCE TESTING
BY THE OWNER

- .1 The OWNER may retain and pay for the services
of an independent testing agency for quality
assurance, for the OWNER'S purposes.
- .2 The OWNER'S testing agency and the ENGINEER
may inspect and test MATERIALS, PRODUCTS and
the WORK for conformance with the requirements
of the CONTRACT DOCUMENTS; however, they do
not undertake to check the quality of the WORK
on behalf of the CONTRACTOR, nor provide
quality control.
- .3 Inspections and tests by the OWNER'S testing
agency and by the ENGINEER do not relieve the
CONTRACTOR of his responsibility to supply
MATERIALS and PRODUCTS and to perform the WORK
in accordance with the requirements of the
CONTRACT DOCUMENTS.
- .4 The ENGINEER, at his discretion, may order or
perform any additional inspections and tests
for purposes of his own or for purposes of the
OWNER.
- .5 The CONTRACTOR shall coordinate with the
ENGINEER the scheduling of testing and
inspection by the OWNER'S testing agencies or
by the ENGINEER, to enable testing to be done
as necessary, without delay, and the
CONTRACTOR shall notify the ENGINEER
sufficiently in advance of operations to allow
for such inspection and tests by the
ENGINEER'S or OWNER'S testing agency.

1.4 CODE COMPLIANCE .1
TESTING

Inspections and tests required by codes or
ordinances, or by a plan approval authority,
shall be the responsibility of and shall be
paid for by the CONTRACTOR.

1.5 RETESTING

- .1 When tests on PRODUCTS, MATERIALS or completed work carried out by the CONTRACTOR or the CONTRACTOR'S testing agency yield results not meeting the requirements of the CONTRACT DOCUMENTS, the CONTRACTOR, in addition to carrying out remedial work or replacement of the PRODUCT or MATERIALS shall provide for retesting of the remedial work and the replacement PRODUCT and MATERIALS. Retesting shall be at the CONTRACTOR'S expense.
- .2 In every case where the CONTRACTOR has submitted test results which fail to meet the requirements of the CONTRACT DOCUMENTS, the CONTRACTOR shall submit within a practical and reasonable time, results of a retest showing that the results are in accordance with the requirements of the CONTRACT DOCUMENTS.

1.6 SUPERINTENDENT

- .1 The CONTRACTOR must have a qualified and competent superintendent on the project.

END OF SECTION 01400

1.1 GENERAL

- .1 As the WORK progresses, the CONTRACTOR shall arrange to have same inspected, tested and accepted periodically by the ENGINEER in conformity with the CONTRACT DOCUMENTS. A Pre-Substantial Completion inspection shall be carried out in accordance with these SPECIFICATIONS prior to requesting an Substantial Completion or Final Inspection. The CONTRACTOR shall advise the ENGINEER sufficiently in advance to allow him to get to the site and carry out these inspections.
- .2 When the WORK is completed and the CONTRACTOR has complied with the CONTRACT and all orders and directions made pursuant thereto, he may request the Issuance of an Substantial Completion or Final Certificate of Completion from the ENGINEER at least fourteen (14) days prior to carrying out any tests that warrant the issuance of said certificates. The CONTRACTOR is advised that a maximum of one Substantial Completion and one Final Inspection will be allowed. If the WORK is not satisfactorily completed, any additional Substantial Completion or Final Inspections shall be at the CONTRACTOR's expense unless specifically requested by the ENGINEER.
- .3 Cost of all testing, unless specified otherwise, shall be borne solely by the CONTRACTOR.
- .4 All tests for MATERIALS and EQUIPMENT described in these SPECIFICATIONS or elsewhere in the CONTRACT DOCUMENTS shall be the CONTRACTOR'S responsibility. For tests to be valid they shall be made and documented in the presence of the ENGINEER unless otherwise instructed.
- .5 Testing performed by or on the behalf of the OWNER shall in no way relieve the CONTRACTOR of his responsibility for ensuring that all MATERIALS, EQUIPMENT and workmanship meet the specified standards.
- .6 All tests must be witnessed by the ENGINEER or his representatives and shall consist of, but not necessarily be limited to items described herein.
- .7 Where tests or inspections by designated testing laboratory reveal work not in accordance with contract requirements , the

1.1 GENERAL
(Cont'd)

- .7 (Cont'd)
CONTRACTOR shall pay costs for additional tests or inspections as the ENGINEER may require to verify acceptability of corrected work.

1.2 RELATED
REQUIREMENTS
SPECIFIED ELSEWHERE

- .1 Particular requirements for inspection and testing.

1.3 CONTRACTOR'S
RESPONSIBILITIES

- .1 Furnish labour and facilities to:
- .1 Provide access to work to be inspected and tested.
 - .2 Facilitate inspections and tests.
 - .3 Make good work disturbed by inspection and test.
 - .4 Provide storage on site for laboratory's exclusive use to store equipment and cure test samples.
- .2 Notify ENGINEER sufficiently in advance of operations to allow for assignment of laboratory personnel and scheduling of test.
- .3 Where materials are specified to be tested, deliver representative samples in required quantity to testing laboratory.
- .4 Pay costs for uncovering and making good work that is covered before required inspection or testing is completed and approved.

END OF SECTION 01410

PART 1 - TEMPORARY UTILITIES

1.1 TEMPORARY UTILITIES .1 Provide and pay all costs for all temporary facilities required for the performance of the WORK, in accordance with governing regulations and ordinances.

1.2 TELEPHONE & FAX .1 Provide, maintain and pay all costs for a telephone and fax for the ENGINEER'S use.

PART 2 - TEMPORARY CONTROLS

2.1 NOISE CONTROLS .1 Perform the WORK in conformity with all municipal by-laws with respect to noise, hours of work, night work and holiday work. Night work or holiday work requires the written permission of the ENGINEER.

2.2 DUST CONTROL .1 Perform the WORK in a manner that will not produce an objectionable amount of dust. Dust control measures shall be paid for by the CONTRACTOR.

2.3 POLLUTION CONTROL .1 Perform the WORK in conformance with the applicable sections of the territorial regulations with respect to air, water and terrestrial pollution control requirements.

2.4 DISPOSAL OF WASTES .1 Burying of rubbish and waste on site is not permitted.
.2 Disposal of waste or volatile materials into waterways, storm or sanitary sewers is not permitted.
.3 Pumping or draining water containing silt in suspension into waterways, sewers or drainage systems is prohibited.

PART 3 - TRAFFIC REGULATION

3.1 GENERAL

- .1 The CONTRACTOR shall be responsible for the regulation of traffic during construction, and shall perform the WORK in a manner that will cause the least disruption of traffic.
 - .2 The CONTRACTOR shall co-ordinate the WORK with the ENGINEER, and the OWNER to reduce traffic problems.
 - .3 Provision of traffic signs, and other traffic controls shall be the CONTRACTOR'S responsibility and shall be in accordance with the RTAC Manual of Uniform Traffic Control Devices.
 - .4 The CONTRACTOR shall supply all barriers, barricades, warning signs, detours, fences, and all other devices to protect the public. All applicable safety standards shall be followed.
 - .5 The CONTRACTOR shall obtain approval to block traffic temporarily if it is necessary to do so to perform the WORK. Obtain the written approval of applicable municipal departments, the OWNER and the ENGINEER. At least 48 hours prior to actually blocking traffic notify the following:
 - Community & Government Services (GN)
 - Public Works Department (Hamlet)
 - Utility Companies
 - Hamlet Fire Department
 - Police Department (RCMP)
 - .6 Adequate construction parking meeting local regulations shall be provided by the CONTRACTOR.
 - .7 Haul routes shall be maintained by the CONTRACTOR. They shall be kept open to traffic and shall be clean at all times.
-

PART 4 - PROJECT IDENTIFICATION

- 4.1 GENERAL
- .1 Erect and maintain a project sign, as supplied by the OWNER, minimum 1200 x 2400 mm located as directed by the ENGINEER.
 - .2 Once the WORK is complete, carefully dismantle project sign and deliver to OWNER.

PART 5 - TEMPORARY USE OF OWNER'S FACILITIES AND THE WORK

- 5.1 GENERAL
- .1 If the OWNER permits the CONTRACTOR to make temporary use of the OWNER'S facilities, the CONTRACTOR shall use the facilities with care, providing all maintenance and repair, and shall leave the facilities in good working order when he is finished.
 - .2 If the OWNER permits the CONTRACTOR to use facilities incorporated into the WORK, the CONTRACTOR shall use them with care and be responsible for all maintenance and repair and for leaving the facilities in good order.
 - .3 Permanent systems shall not be used by the CONTRACTOR without the written permission of the ENGINEER.
 - .4 Temporary or trial usage by the OWNER of any mechanical machinery, apparatus, equipment or any other work or materials supplied under the contract before final acceptance by the ENGINEER is not to be construed as evidence of acceptance. The OWNER shall have the privilege of such temporary and trial usage as soon as the CONTRACTOR shall claim that said work is completed.

END OF SECTION 01500

PART 1 - CLEANUP

1.1 CLEANUP

- .1 Maintain the working area in a clean and orderly manner as the WORK progresses, and upon completion of construction, remove all waste materials, and all temporary facilities from the site.
- .2 Haul surplus or salvage materials that are the property of the OWNER to the OWNER'S storage site.
- .3 Remove surplus or salvaged materials belonging to the CONTRACTOR from the site.
- .4 Clean haul routes.

PART 2 - RECORD DOCUMENTS

2.1 RECORD DOCUMENTS

- .1 As specified in other sections of the SPECIFICATIONS, the CONTRACTOR may be required to prepare RECORD DRAWINGS, to provide survey notes, to supply test results or other documents. Such information shall be turned over to the ENGINEER; as soon as start-up is complete, and before the Construction Completion Certificate is issued.
- .2 Record documents shall be neat, legible and accurate.

END OF SECTION 01700

PART 1 - GENERAL

1.1 DEFINITIONS

- .1 Solid Rock:
 - .1 Material excavated from solid masses of igneous, sedimentary or metamorphic rock which, prior to its removal, was integral with its parent mass.
 - .2 Boulders or rock fragments or concrete having individual volume of one (1) m3 or greater.
- .2 Common material: materials of whatever nature, which are not included under definitions of rock excavation including dense tills, hardpan, frozen materials and partially cemented materials which can be ripped and excavated with heavy construction equipment.
- .3 Topsoil: material capable of supporting good vegetative growth and suitable for use in top dressing, landscaping and seeding.

1.2 PROTECTION

- .1 Existing buried utilities:
 - .1 Size, depth and location of existing utilities as indicated on the drawings are for guidance only. The completeness and accuracy of this information is not guaranteed.
 - .2 Prior to commencing any excavation work, notify applicable owner or authorities, establish location and state of use of buried utilities. Clearly mark such locations to prevent disturbance during work.
 - .3 Confirm locations of buried utilities by careful test excavations.

1.3 SHORING,
BRACING AND
UNDERPINNING

- .1 Whenever underpinning, shoring, sheeting, timbering and bracing of excavations is required engage services of a professional engineer to design and assume responsibility for adequacy of shoring, bracing and underpinning. The Professional Engineer shall be registered in the Northwest Territories or Nunavut.

1.4 SAMPLES

- .1 Submit samples in accordance with Section 01300 - Submittals.
- .2 At least four (4) weeks prior to commencing work, inform ENGINEER of proposed source of fill materials and provide access for sampling.

1.5 MEASUREMENT
FOR PAYMENT

- .1 Except for items identified herein for separate payment, Work performed under this Section will be incidental to work involved in other Sections.
- .2 Over-excavation, where ordered, will be paid for at the contract unit price per cubic metre in place in trenches. Price will include the cost of over-excavation and disposal, obtaining, hauling, placing and compaction of the replacement material.

Measurement will be taken as the length ordered, multiplied by the depth ordered to be excavated (below the bedding material), multiplied by the width of the combined trench as indicated on the drawings.
- .3 Geotextile shall be paid at the contract unit price per square metre of filter cloth supplied and installed. The price shall include all costs of supplying and installing the filter cloth in trenches where requested or specified.
- .4 Disposal of trench material - surplus existing material from trench excavations, unless approved for re-use as trench backfill material, shall be separated and hauled to disposal sites as outlined. These costs shall be considered incidental to the unit price tendered for trench backfill.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Native Material Backfill.
 - .1 Native material from roadway excavations or trench excavations, where approved for use by the ENGINEER as trench backfill, shall be free of frozen material, organic material, rock and other debris.
 - .2 50 mm Minus Trench Backfill, Contractor supplied.
 - .1 As Per Section 02224 - Site Work.
- .2 The order of preferences for trench backfill shall be:
 - .1 Native material
 - .2 Contractor supplied 50mm Minus Trench Backfill.

2.2 WARNING TAPE

- .1 Warning tape shall be Brady Identoline Tape (W.H. Brady Inc., Rexdale, Ontario) or Allen Markline (Allen Systems, Houston, Texas), polyethylene with a 4-mil minimum thickness, or equal.
- .2 Colour Code:
 - .1 Sewer: Safety Green
- .3 Imprint: Black letters, one side only, repeated continuously.
 - .1 Sewer: "Caution Buried Sewer Line Below".
- .4 Width: 150mm.
- .5 Sewer tape shall be installed above the discharge main.

2.3 GEOTEXTILE

- .1 Geotextile specified in the DRAWINGS or called for as optionally required shall be:
 - .1 Non-woven, needle punch polypropylene fabric.
 - .2 The geotextile shall be Layfield Plastics LP7 or equivalent.
 - .3 Seams shall be lapped in accordance with manufacturer's instructions.
 - .4 Thread for sewn seams shall be equal or better in chemical and biological resistance than the geotextile.

2.3 GEOTEXTILE
(Cont'd)

- .1 (Cont'd)
- .5 Physical properties:
 - .1 Grab tensile strength: 800 Newtons minimum (ASTM D4632).
 - .2 Elongation at break: 50% minimum (ASTM D4632).
 - .3 Puncture: 445 Newtons minimum (ASTM D4833).
 - .4 Mullen Burst: 2,275 kPa minimum (ASTM D3786).
- .6 Thickness - 2.1 mm minimum.

PART 3 - EXECUTION

3.1 STOCKPILING

- .1 Stockpile fill materials in areas designated by ENGINEER. Stockpile granular materials in a manner which prevents segregation.
- .2 Protect fill materials from contamination.

3.2 SHORING,
BRACING AND
UNDERPINNING

- .1 Construct temporary works to depths, heights and locations as approved by ENGINEER.
- .2 During backfill operation:
 - .1 Unless otherwise indicated or directed from ENGINEER, remove sheeting and shoring from excavations.
 - .2 Do not remove bracing until backfilling has reached respective levels of such bracing.
- .3 Upon completion of substructure construction:
 - .1 Remove shoring and bracing.
 - .2 Remove excess materials from site.

3.3 DEWATERING

- .1 Keep excavations dry while work is in progress.
- .2 Protect open excavations against flooding and damage due to surface run-off.
- .3 Dispose of water in a manner not detrimental to public health, environment, public and private property, or any portion of work completed or under construction.

3.3 DEWATERING
(Cont'd)

- .4 Control grading in areas adjacent to excavation to prevent water runoff into excavated areas or onto public or private property.

3.4 EXCAVATION

- .1 Excavate to lines, grades, elevations and dimensions as indicated by ENGINEER.
- .2 Remove and dispose concrete, masonry, paving, demolished foundations and rubble and other obstructions encountered during excavation. Do NOT use these materials in backfill.
- .3 Where work is stopped for more than 24 hours, backfill all excavations.
- .4 Dispose of surplus and unsuitable excavated material as specified.
- .5 Do not obstruct flow of surface drainage or natural watercourses.
- .6 If maximum trench width is excavated through CONTRACTOR error, provide a better class of bedding to ENGINEER's approval at no additional cost to the OWNER.

3.5
PRE-INSTALLATION
INSPECTION

- .1 Excavations require inspection and approval prior to commencement of installation operations.

3.6 BACKFILLING

- .1 Do not proceed with backfilling operations until ENGINEER has inspected and approved installations.
- .2 Ensure trenches are free from debris, snow, ice, water and that ground surfaces are not in a frozen condition.
- .3 Do not use backfill material which is frozen or contains ice, snow or debris.
- .4 Use approved granular backfill material as indicated or directed.
- .5 Do not backfill around or over cast-in place concrete within 24 h after placing of concrete.

3.6 BACKFILLING
(Cont'd)

- .6 Place layers simultaneously on both sides of installed work to equalize loading. Difference not to exceed 200 mm.
- .7 Place material by hand under, around and over installations until 300 mm of cover is provided. Dumping material directly on installations will not be permitted.
- .8 Do not place backfill in freezing weather without written permission of ENGINEER.
- .9 Place backfill material in uniform layers not exceeding 300 mm in thickness up to subgrade elevation. compact each layer before placing succeeding layer.
- .10 Compaction of Backfill
 - .1 Compact using approved mechanical tamping devices, or by hand tamping to achieve specified compaction.

3.7 RESTORATION

- .1 Upon completion of work, remove surplus materials and debris, trim slopes, and correct defects as directed by the ENGINEER.
- .2 Clean and reinstate areas affected by work.

3.8 CLEAN-UP

- .1 Clean and re-instate areas affected by work as directed.

3.9 SETTLEMENT

- .1 Promptly repair any settlement of backfill which occurs prior to the end of the warranty period.
- .2 Re-compact defective areas and place and compact additional backfill up to grade. Use material matching adjacent surface and compact to specified density.
- .3 Pay all costs to repair damages to other work cause by such settlement.

END OF SECTION 02223

Hall Beach
Sewage Lagoon
Decommissioning
2005-0670

Excavating, Trenching
and Backfilling

Section 02223
Page 7
March 2006

PART 1 - GENERAL

- | | | |
|---|----|--|
| <u>1.1 RELATED WORK</u> | .1 | Particular Scope of the Work - Section 01011 |
| <u>1.2 REFERENCE STANDARDS</u> | .1 | Specifications for aggregates and soils and the compaction of aggregates and soils refer to ASTM Sieve Analyses and ASTM Tests. |
| | .2 | Other materials are specified with reference to CGSB Standards, CSA Standards, ASTM Standards and ASCII Standards. |
| <u>1.3 SUBMITTALS</u> | .1 | At least 2 weeks before beginning work the CONTRACTOR shall submit to the ENGINEER for review, a complete and detailed outline of the procedures and methods that he will employ for this section of the WORK. |
| | .2 | The CONTRACTOR shall not begin work until the ENGINEER has reviewed the submittal. |
| <u>1.4 PRODUCT DELIVERY, STORAGE AND HANDLING</u> | .1 | Deliver materials to the site and store in a manner such that granular materials are kept in separate piles and manufactured materials are stored according to the recommendations of the Manufacturer. |
| | .2 | Sand and gravel material required shall be selected from available local sources. These sources shall be subject to the ENGINEER'S approval and Land Use Permits must be obtained by the CONTRACTOR for the use of said materials. |
| | .3 | The CONTRACTOR is advised that screening of the material, especially for the fine gravel and sand, may be required to meet the SPECIFICATIONS. The CONTRACTOR shall at no additional cost to the OWNER screen and blend materials from one or more sources to achieve the gradations shown and to permit compaction to the required levels called for in this Section. |
| | .4 | The OWNER reserves the right to have sampling of granular material compaction tests carried |

1.4 PRODUCT
DELIVERY, STORAGE
AND HANDLING
(Cont'd)

- .4 (Cont'd)
out by an independent material testing firm to satisfy himself the SPECIFICATIONS are met. Should results indicate that the SPECIFICATIONS are not met, all costs related to the sampling, testing and correction of the problem will be charged to the CONTRACTOR, unless the CONTRACTOR can produce proof of compliance.
- .5 Frozen material and ice will not be accepted as backfill material.

1.5 JOB CONDITIONS
AND REGULATIONS

- .1 Perform work under observation of the Safety Act and General Safety Regulations of Nunavut.
- .2 Perform work in a manner that will cause the least disruption to traffic.
- .3 The CONTRACTOR is responsible for posting of warning and traffic signs; supply and placing of barricades and protective hoarding.

1.6 QUALITY
ASSURANCE

- .1 Refer to Section 01400 Quality Control.
- .2 Submit to the ENGINEER a list of sources of materials including sand, gravel and borrow materials.
- .3 Provide samples, test results, sieve analyses and reports for preliminary approval of materials.

1.7 MINIMUM QUALITY
CONTROL TEST
FREQUENCIES

- .1 The following frequencies of testing are the minimum required. The CONTRACTOR shall perform as many tests as are necessary to ensure that the WORK conforms to the requirements of the CONTRACT regardless of the minimum number specified.
- .2 Provide moisture/density curves for each type of material from each source of material to be compacted to a specified density.
- .3 Field densities:
- Structures and Embankments (from excavated material)-for each 4000 m2 of compacted layers.

1.7 MINIMUM QUALITY .3
CONTROL TEST
FREQUENCIES
(Cont'd)

Field densities:(Cont'd)
- Subgrade Preparation - one field density
for every 2000 m2 of 150 mm compacted
layers.

1.8 DISPOSAL

- .1 All materials on site whether stockpiled,
stored or excavated are the property of the
OWNER, and the OWNER reserves the right to
keep any part or all of the material.
- .2 The CONTRACTOR shall dispose of debris,
waste, unsuitable material, rock or excess
material in accordance with the
SPECIFICATIONS.
- .3 The CONTRACTOR is encouraged to reuse
materials encountered on site to the extent
they comply with the SPECIFICATIONS in this
Section.
- .4 Disposal sites will be designated by the
ENGINEER.
- .5 The CONTRACTOR shall dispose of all materials
at sites to be located by the CONTRACTOR.

PART 2 - PRODUCTS

2.1 GRANULAR
MATERIALS

- .1 Fine Gravel shall comply with the following
gradation. It shall be native, clean, well
graded, organic free gravel.

<u>Sieve Size</u>	<u>Percent Passing</u>
25 mm	100
19 mm	95 - 100
13 mm	65 - 95
No. 4	35 - 65
No. 16	20 - 35
No. 50	10 - 20
No. 200	2 - 8

- .2 Coarse Gravel shall comply with the following
gradation, except that no more than 10% of the
fill material shall pass through the No. 200
sieve. It shall be native, clean, well graded,
organic free gravel.

2.1 GRANULAR
MATERIALS
(Cont'd)

.2 (Cont'd)

<u>Sieve Size</u>	<u>Percent Passing</u>
100 mm	100
No. 4	35 min.
No. 200	0 - 10

.3 Sand shall comply with the following gradation. It shall be native, clean, salt free, well graded, organic free, rounded or angular pieces containing no more than 4% particles smaller than the No. 200 sieve.

<u>Sieve Size</u>	<u>Percent Passing</u>
10 mm	100
No. 4	80 - 100
No. 16	50 - 75
No. 50	15 - 75
No. 100	2 - 8

Sand shall be used as topping material below and above membranes and where otherwise called for on the DRAWINGS.

2.2 COMMON FILL

.1 Shall be native material found on site or imported, and free of stones larger than 100 mm in size, of frozen matter, of rubbish and organics or vegetation.

2.3 RIP RAP

.1 Use Class 1 Nominal Size 300 mm hand placed rock rip rap.

.2 Rip Rap shall be:

- 100% smaller than 450 mm or 136 kg
- 20% larger than 350 mm or 68 kg
- 50% larger than 300 mm or 36 kg
- 80% larger than 200 mm or 11 kg

PART 3 - EXECUTION

3.1 CONSTRUCTION
METHODS

.1 General

- .1 The CONTRACTOR is advised that the DRAWINGS and SPECIFICATIONS are not based on a legal survey of the existing facilities or detailed survey information of existing site conditions.
- .2 The elevations and dimensions shown on the DRAWINGS are for the purpose of construction, measurement and evaluating progress payments. The CONTRACTOR shall ensure that final elevations are adhered to.
- .3 The OWNER reserves the right to carry out independent testing of backfill materials and concrete as indicated above.

.2 Placing and Compaction of Backfill Material

- .1 Backfill material shall be in accordance with the Specifications outlined in 2.1 above.
- .2 Throughout the developed areas, coarse gravel material shall be added, as required, in maximum 200 mm lifts to 350 mm from the finished grades shown on the DRAWINGS. Each lift shall be compacted to 95% MPD.
- .3 Compaction equipment shall consist of a vibratory roller with an operating weight of not less than 1000 kilograms, or other equipment of similar capacity acceptable to the ENGINEER. Light hand operated compactors, such as Jumping jacks, and tracked equipment will not be considered adequate for compaction of bottom of lagoon and berms. The CONTRACTOR shall control the moisture level in the backfill material so as to achieve the required compaction levels.
- .4 Berms
 - .1 The existing berm material will be used to fill the existing lagoon. The existing berms will be pushed into the area indicated on the DRAWINGS. Additional coarse gravel or fine gravel materials as identified in 2.1 above, shall be used to complete the backfill

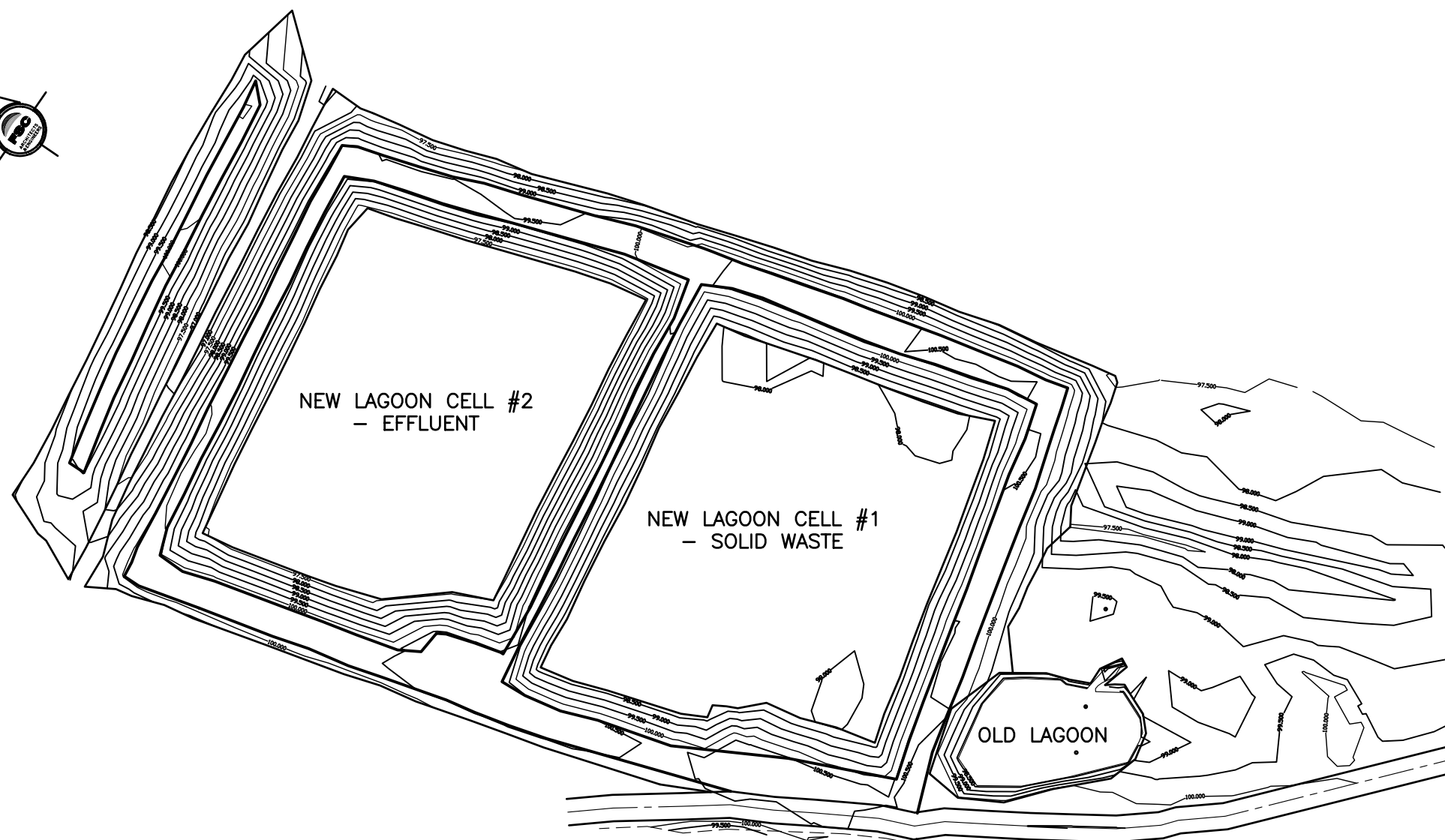
3.1 CONSTRUCTION
METHODS

(Cont'd)

- .2 (Cont'd)
- .4 (Cont'd)
 - .1 (Cont'd)
process to the details and
elevations as shown on the DRAWINGS.
- .3 Drainage of Excavations
 - .1 The CONTRACTOR shall take all the necessary measures to keep the excavations free of water at all times and to protect the excavations from damage that may be caused by rain, surface water run-off or otherwise. Create low points as required for pumping water out of the excavations or create temporary ditches to direct water away from the excavations.
 - .2 The CONTRACTOR shall, at his cost, be responsible for any additional excavation and backfill that may be required due to lack of proper drainage of the excavations and which would have as an effect the softening of the ground, and consequently, reducing in its bearing capacity.

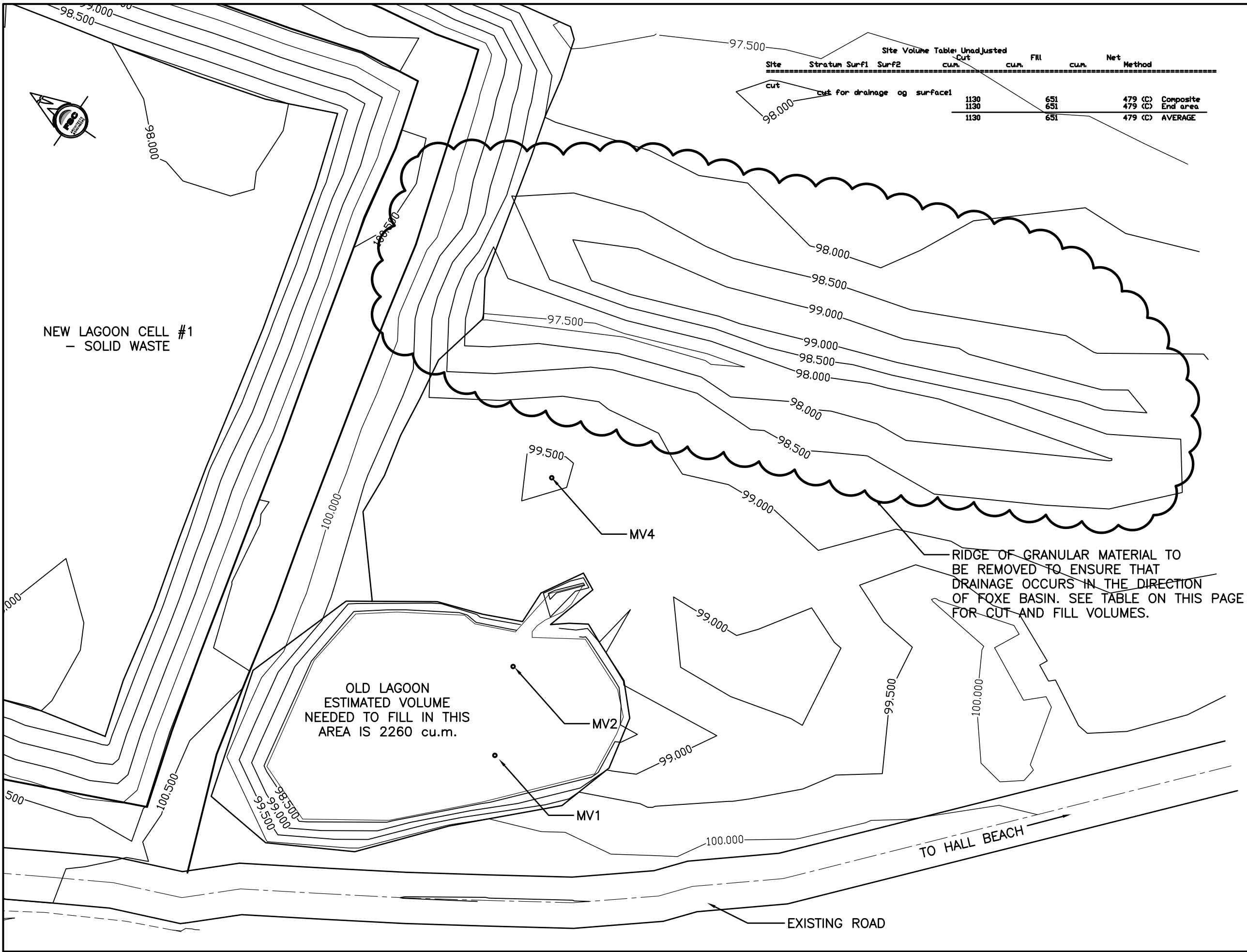
3.2 CLEAN-UP

- .1 The CONTRACTOR shall clean-up and dispose of all excess material, boulders and other debris as the WORK progresses.
- .2 Before the WORK is considered complete, the CONTRACTOR shall remove all construction equipment, appliances, barricades, surplus materials, etc., and do such other work as may be necessary to leave the site or any other premises occupied by him in a neat, workmanlike condition, as required by the ENGINEER.



OLD LAGOON

CEK-1





GOVERNMENT OF NUNAVUT
DEPARTMENT OF COMMUNITY
AND GOVERNMENT SERVICES

NO	REVISION	DATE	BY	APP'D

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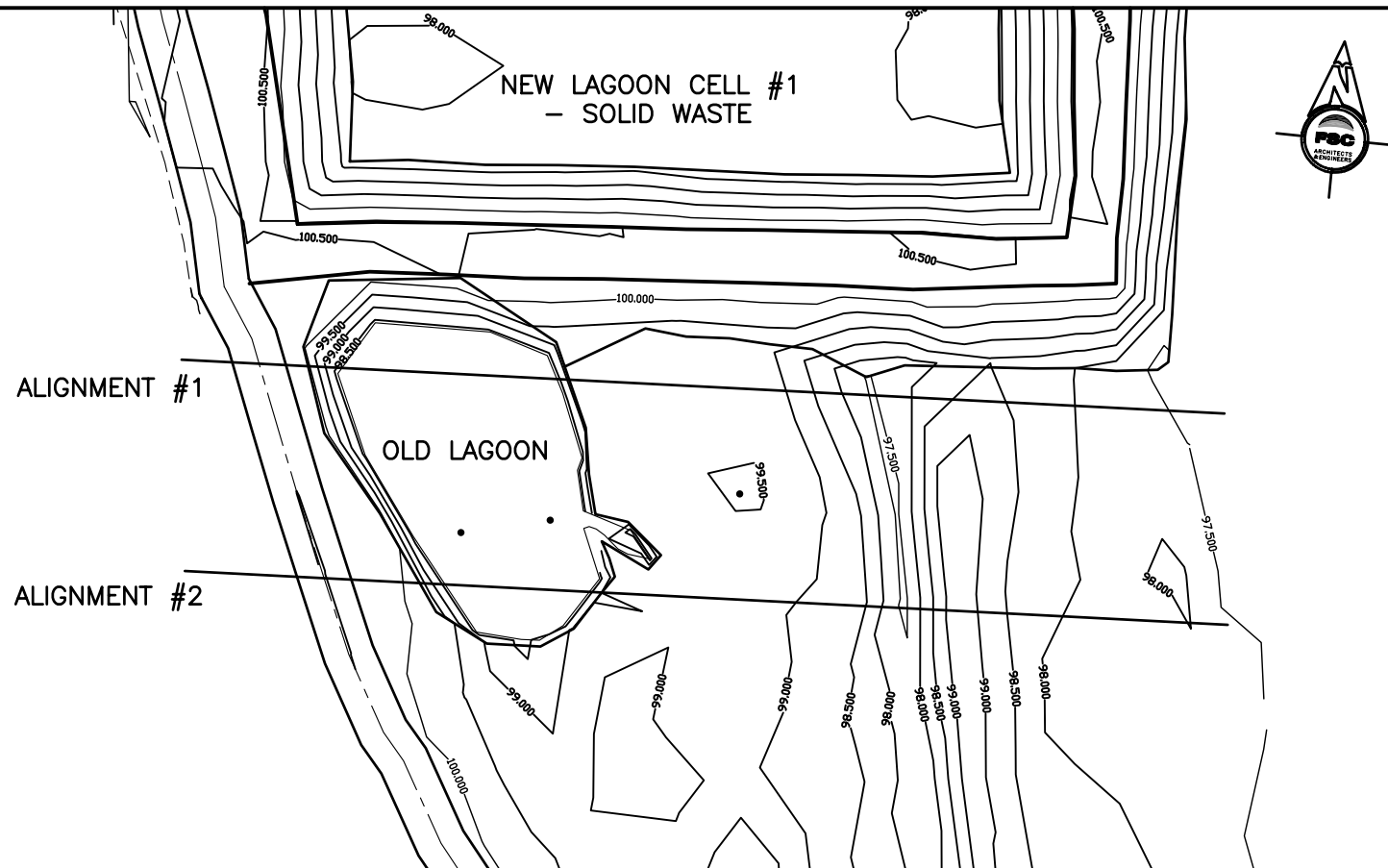
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**HALL BEACH SEWAGE
LAGOON ABANDONMENT**

LOCATION
HALL BEACH, NU

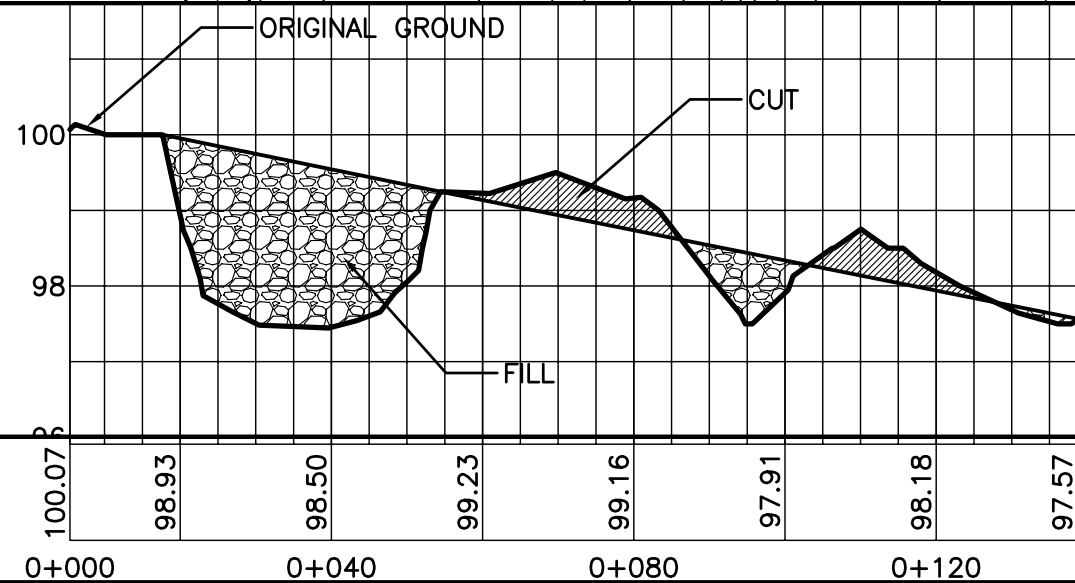
DRAWING TITLE
**OLD SEWAGE LAGOON
SITE LAYOUT**

DRAWN BY SRB	SCALE 1:1500
CHECKED BY DM	DATE OCT 2005
FSC FILE NO.	CLIENT PROJECT NO.
FSC PROJECT NO. 2005-0670	DRAWING NO. CSK-2

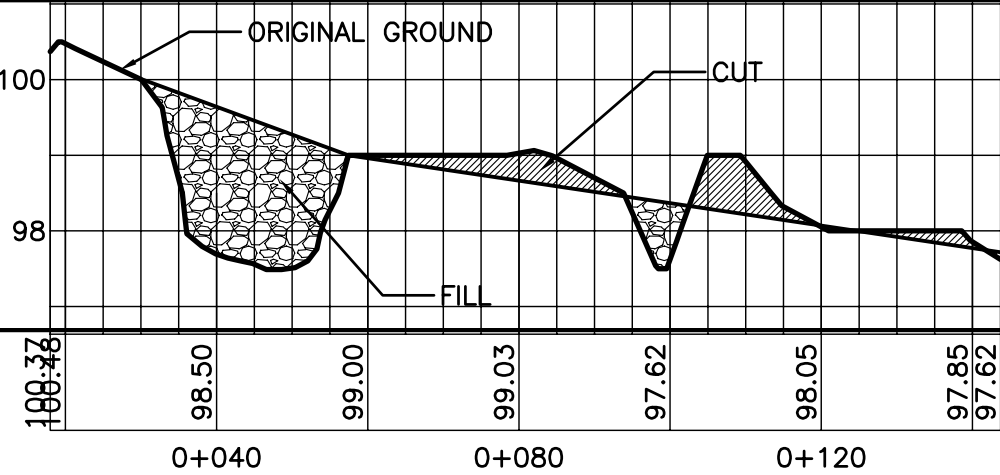
1 PLAN
CSK3




2 PROFILE FOR ALIGNMENT #1
CSK3



3 PROFILE FOR ALIGNMENT #2
CSK3




CLIENT:



GOVERNMENT OF NUNAVUT
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FSC
ARCHITECTS
& ENGINEERS

JOB TITLE

HALL BEACH SEWAGE
LAGOON ABANDONMENT

LOCATION

HALL BEACH, NU

DRAWING TITLE

PROFILES

DRAWN BY	SRB	SCALE	1:1000
CHECKED BY	DM	DATE	OCT 2005
FSC FILE NO.		CLIENT PROJECT NO.	
FSC PROJECT NO.	2005-0670	DRAWING NO.	CSK-3