



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
100-167 Lombard Ave
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet FOX-D Site Supervision	
Solicitation No. - N° de l'invitation EW699-162676/A	Date 2016-04-29
Client Reference No. - N° de référence du client AANDC EW699-162676	
GETS Reference No. - N° de référence de SEAG PW-\$NCS-010-10752	
File No. - N° de dossier NCS-6-39017 (010)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-06-13	Time Zone Fuseau horaire Central Daylight Saving Time CDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Olson (NCS), Teresa	Buyer Id - Id de l'acheteur ncs010
Telephone No. - N° de téléphone (204) 230-4558 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE, NORTH TOWER 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Northern Contaminated Site Program
ATB Place North Tower
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TITLE: FOX-D SITE SUPERVISION

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EW699-162676/A
Client Ref. No. - N° de réf. du client
EW699-162676

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-5-38375

Buyer ID - Id de l'acheteur
NCS010
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, Inuit Benefits Criteria, Technical, Management and Inuit Benefits Criteria, the Basis of Payment, Inuit Benefits Plan Reporting and Incentive/Penalty Conditions, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, and the Task Authorization Form 572.

1.2 Summary

Public Works and Government Services Canada (PWGSC) – Northern Contaminated Site Group (NCS) has been retained by Indigenous and Northern Affairs Canada (INAC) to manage the remediation of the Former FOX-D Distant Early Warning (DEW) Site in Kivitoo, Nunavut.

This requirement is for the professional services from a qualified firm composed of environmental, geotechnical and engineering specialists with the capability and expertise to successfully undertake Resident Engineering / Site Supervision Services during the remediation of the FOX-D DEW Line Site.

The required work to be completed at the site by the Contractor and supervised by the Consultant includes, but is not limited to mobilization and demobilization of all personnel, equipment, support facilities and materials to a remote location; provision of a construction camp and wildlife monitors, upgrading and maintenance of existing site roads and airstrip as required; construction and operation of an on-site biological/aeration soil treatment unit and installation and decommissioning of four (4) monitoring wells; construction and maintenance of a temporary access road; collection, transport and on-site disposal of non-hazardous waste; regrading, capping and stabilization of partially buried non-hazardous debris; excavation, containerization, transport, and off-site disposal of hazardous waste including: PHC/metals co-contaminated soil, PCB-contaminated soil, asbestos material, and tanks and wood debris with lead based paints and backfilling and regrading to restore natural contours to the prevailing landscape.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

This requirement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs):
- Nunavut Land Claims Agreement.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical and Management Bid (3 hard copies and 1 soft copy on CD(s))
- Section II: Inuit Benefits Plan (3 hard copies and 1 soft copy on CD(s))
- Section III: Financial Bid (1 hard copy)
- Section IV: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical and Management

Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Management Bid

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

Section II: Inuit Benefits Plan

The bidder should clearly demonstrate that it has the capacity to and will maximize Inuit employment, sub-contracting and on-the-job training opportunities and involve Inuit in carrying out the work under this project.

Section III: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "D". The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation
[C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation

Section IV: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management, Inuit benefits, and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical, Management and Inuit Benefits Criteria Evaluation

Mandatory and point rated technical, management and Inuit benefits evaluation criteria are included in Annex C – Technical, Management and Inuit Benefits Criteria Evaluation.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 225 points out of a scale of 300 overall for the technical evaluation criteria, **AND** the minimum of 285 out of 380 for the management evaluation criteria.
2. Bids not meeting (a) or (b) and (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	73.15	77.70
Overall Rating		1 st	3 rd	2 nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

A3005T (2010-08-16), Status and Availability of Resources

5.2.3.2 Education and Experience

SACC *Manual* clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

This requirement has no security requirement.

6.2 Insurance Requirements – Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex H.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Contracting or Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$200,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.1.3 Canada's Obligation – Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "H". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than ten calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019 inclusive

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claim Agreement.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Teresa Olson
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 100-167 Lombard Ave
Winnipeg, MB

Telephone: 204-230-4558
Fax: 204-983-7796
E-mail address: teresa.olson@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is:

To be determined.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

Name: _____

Title: _____

Company: _____

Telephone: _____

Email: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada

7.7 Payment

7.7.1 Basis of Payment – Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex D, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$to be determined**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being

exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Monthly Payment

H1008C (2008-05-12), Monthly Payment

7.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

To be determined

7.7.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nunavut.

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2016-04-04), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Inuit Benefits Criteria;
- (e) Annex C, Technical, Management, and Inuit Benefits Criteria Evaluation;
- (f) Annex D, Basis of Payment;
- (g) Annex E, Insurance Requirements;
- (h) Annex G, Inuit Benefits Plan Reporting and Penalty/Incentive Conditions;
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated **to be determined**.

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7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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ANNEX "A" - STATEMENT OF WORK

Attached.

ANNEX "B" - INUIT BENEFITS CRITERIA

Nunavut Land Claims Agreement

In this requirement, it is not mandatory for Bidders to include the Inuit Benefit Plan (IBP) as part of their proposal.

The requirements of the **Nunavut Land Claims Agreement** (NLCA) apply to this procurement. Bidders are requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The NLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles, and subject to Canada's international trade agreement obligations. These socio-economic bid criteria are often referred to as Inuit Benefits Criteria, and bidders propose Inuit benefits in their bid submission via an Inuit Benefits Plan.

EVALUATION CRITERIA

The provisions that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of Nunavut Land Claim Agreements. <http://nlca.tunnngavik.com/>

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- (c) the undertaking of commitments, under the contract, with respect to on-the- job training or skills development for Inuit.

INUIT FIRM

"Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is

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

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1. of the of the Agreement Between The Inuit of the Nunavut

Settlement Area and Her Majesty the Queen in Right of Canada.

For more information, please contact:

Nunavut Tunngavik Incorporated

Rankin Inlet	
P.O. Box 280	888-236-5400 (toll free)
Rankin Inlet, NU	867-645-5400 (local phone)
X0C 0G0	867-645-3451 (local fax)

ANNEX “C” – TECHNICAL, MANAGEMENT AND INUIT BENEFITS CRITERIA EVALUATION

Section I - Technical and Management - Point Rated Criteria

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

To be considered further, bidders must achieve a minimum overall pass mark for 1.0 Technical Proposal of 225 out of 300. Bids not achieving the pass marks identified will not be given further consideration.

1.0 Technical Proposal		
Task	Criteria	Total Points Available
1.1	<p>Clear, Concise and Complete Proposal</p> <p>Provided a well written, clear, concise and complete proposal that is well organized and follows the format outlined in the RFP.</p>	20
1.2	<p>Project Understanding</p> <p>Demonstrated an understanding of the scope of work for the project including Consultant services as well as Contractor objectives. Discussed potential problems and mitigative measures that may be experienced during the project. Demonstrated an understanding of the unique nature of the Northern projects relative to but not limited to the constraints of working on remote Northern remediation projects.</p>	100
1.3	<p>Approach and Methodology</p> <p>Proposed approach and methodology for scope and schedule management and control, including, but not limited to, measures to be implemented to maintain project schedules, costs, scope, resources and timely and effective communication. Provided the broad range of specialized resources that were contained in the Statement of Work. Clearly stated which disciplines/resources will be covered by own forces. Provided detail regarding which staff would be necessary to support Contractor activities. Provided details on shift duration for staff members and how cross-over would be completed to ensure continuity during construction activities. Identified who the Engineer of Record will be for the Construction drawings.</p>	150
1.4	<p>Supporting Resources</p> <p>Provided evidence of engineering and consulting services and other support resources. Bidder must demonstrate that the firm has the capacity and ability to provide technical expertise including but not limited to, environmental and geotechnical engineering, hazardous material management, project management, in the event that additional technical expertise is required.</p>	30
TOTAL AVAILABLE POINTS FOR TECHNICAL PROPOSAL		300
MINIMUM TOTAL POINTS REQUIRED FOR TECHNICAL PROPOSAL (75%)		225

To be considered further, bidders must achieve a minimum overall pass mark for 2.0 Management and Organization Proposal of 285 out of 380 points available. Bids not achieving the pass marks identified will not be given further consideration.

2.0 Management and Organization Proposal		
Task	Criteria	Total Available Points
2.1	Demonstrates team's overall recent (within 7 years) and relevant experience directly related to project management, site supervision, and remediation in Northern cold regions.	40
2.2	Provides evidence, in the form of "Similar Projects" summaries, that demonstrates the consultant's experience in implementing the required function of Resident Engineering services at remediation projects with similar requirements. Each project summary must be accompanied by a Client reference; PWGSC reserves the right to verify the veracity of any information provided in the submitted project histories. The consultant must provide no more than three project summaries. Project summaries will be considered in the order they are presented in the proposal. (20 points per project summary)	60
2.3	Organization Chart(s) Provides a thorough organization chart/structure of the Project team showing reporting structure to PWGSC including sub-consultant staff, if any. Your Organization Chart should also identify the number and designated positions that Inuit employees will occupy.	20
2.4	Qualifications & Experience (Note: the point allotment for this section depends on the evaluation of qualifications and experience set out on the resumes and not for just submitting a resume) Included a resume of no more than 2 pages in length for:	
(a)	Project Principal - demonstrates experience in client service, managing multi-disciplinary teams	20
(b)	Project Manager - demonstrates experience managing projects with similar scale and scope to the proposed project. Experience includes financial and schedule control	50
(c)	Resident Engineer - demonstrates experience in resident engineering role on projects with similar scale and scope to the proposed project. Experience includes interpreting analytical results according to the Abandoned Military Sites Remediated Sites Protocol (AMSRP).	60
(d)	Resident Engineer alternate - demonstrates experience in resident engineering role on projects with similar scale and scope to the proposed project. Experience includes interpreting analytical results according to the Abandoned Military Sites Remediated Sites Protocol (AMSRP).	40
(e)	Geotechnical Specialist - demonstrates experience completing geotechnical investigations in remote, northern environments	30
(f)	Environmental Specialist - demonstrates experience with hazardous material assessment/categorization, packaging and transport, as well as regulatory compliance	30
2.5	Staffing Contingency Plan Demonstrates an ability to properly staff the project including contingency plan to cover off key team members. If a proposed team member is to be substituted, Canada must approve substitution.	30
TOTAL AVAILABLE POINTS FOR MANAGEMENT AND ORGANIZATION		380
MINIMUM POINTS REQUIRED FOR MANAGEMENT AND ORGANIZATION (75%)		285

Section III: Inuit Benefits Criteria

Evaluation and Assessment of Benefits Plan Guarantee

For a bid to be assigned points for representations made in respect of any IBP bid criteria, the bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached REPORTING TABLES (at ANNEX G) to supplement the Benefits Plan submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered, material and/or documents outside the proposal will not be considered. URL links to website will not be considered. No prior knowledge or experience will be taken into consideration.

Canada reserves the right to verify any information provided in the Inuit Benefit Plan and that untrue statements may result in the tender being declared non-responsive.

The requirements of the **Nunavut Land Claims Agreement (NLCA)** apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.

3.0 Inuit Benefits Criteria		
ITEM	CATEGORY	Available Points
3.1	HEAD OFFICE: Bidders are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut settlement Area	/5
3.2	TRAINING AND DEVELOPMENT: Submitted a measurable plan that maximizes the use of local, regional and Inuit employment and business opportunities. Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit people from the area of the contract at no additional cost under this project. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.	/20

3.3	<p>LABOUR: Bidder will be evaluated on their firm guarantee to use Inuit employment from the area of the contract in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Consultant staff and/or Sub-consultant staff. Percentages should be supported by list of specific positions that may or will be staffed by Inuit personnel. Inuit employment will be confirmed during activities based on supporting documentation provided by the Consultant and review of Departmental Representative statistics records on Inuit labour on site.</p> <p>0 - 25% - of total labour hours 0 - 5 points 26 - 50% - of total labour hours 6- 10 points 51 - 75% - of total labour hours 11 – 15 points 76 - 100% - of total labour hours 16 – 20 points</p> <p><u>Guarantee of Inuit Employee Content:</u> Bidders complete this section if a guarantee is being provided.</p> <p>Total Est. No. Of Inuit Labour Hours For This Project (A) = A/B= _____ % Total Est. No. Of Labour Hours For This Project (B)</p> <p>*** Penalties and Incentives Conditions will apply to this criterion.</p>	10
3.4	<p>SUB-CONTRACTORS/SUPPLIERS: Bidder will be evaluated on their firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the area of the contract associated with the project. Ranges are based on expenditures for equipment associated, supplies and/or services as a percentage of the total estimated cost for the contract not the number of businesses used.</p> <p>Note: if the Prime Consultant is an Inuit owned business, the total dollar value of the Inuit contracting shall also include the contractor's share of the contract</p> <p>0-25% of total cost 0 – 5 points 26-50% of total cost 6 – 10 points 51-75% of total cost 11 – 15 points 76 – 100% of total cost 16 - 20 points</p> <p><u>Guarantee of Inuit Sub-Contracting / Supplier Costs:</u> Bidders complete this section if a guarantee is being provided.</p> <p>Total Est. Cost for Supplies/Materials/Equipment/Services from Inuit companies For This Project : _____ (A)</p> <p>Total Est. Cost for Supplies/Materials/Equipment/Services Procured For This Project : _____ (B)</p> <p>A/B : _____ %</p> <p>*** Penalties and Incentives Conditions will apply to this criterion.</p>	/30
TOTAL POINTS AVAILABLE		/65

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Certification

The Bidder should submit the following certification if a guarantee of Inuit Benefit Plan is being provided at time of bid submission.

The IBP Certification and IBP Achievement Reports must also be submitted prior to final payment with details how the Contractors met its' IBP guarantee.

Failure to comply with the request to submit the certification and report within a 15 day time period may result in a full 2% penalty.

INUIT BENEFIT PLAN CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The bidder certifies its Benefits Plan guarantee for contracting submitted with its bid is accurate and complete

A. TECHNICAL EVALUATION SUMMARY

Criterion	Weight Factor	Rating	Individual Pass Mark	Total Weighted Score Range
1.0 Technical Criteria				
1.1 Clear Concise and Complete Proposal	2.0	0-10	n/a	0-20
1.2 Project Understanding	10.0	0-10	n/a	0-100
1.3 Approach and Methodology	15.0	0-10	n/a	0-150
1.4 Supporting Resources	3.0	0-10	n/a	0-30
2.0 Management and Organization Criteria				
2.1 Team's overall recent and relevant experience	4.0	0-10	n/a	0-40
2.2 Similar Projects Summaries	6.0	0-10	n/a	0-60
2.3 Organization Chart	2.0	0-10	n/a	0-20
2.4 Qualifications and Experience				
(a) Project Principal	2.0	0-10	n/a	0-20
(b) Project Manager	5.0	0-10	n/a	0-50
(c) Resident Engineer	6.0	0-10	n/a	0-60
(d) Resident Engineer Alternate	4.0	0-10	n/a	0-40
(e) Geotechnical Specialist	3.0	0-10	n/a	0-30
(f) Environmental Specialist	3.0	0-10	n/a	0-30
2.5 Staffing Contingency Plan	3.0	0-10	n/a	0-30
TOTAL TECHNICAL AND MANAGEMENT RATING				0-680

B. INUIT BENEFITS PLAN

Points assigned to bidders Inuit Benefits Plan provided will be added to the bidders overall technical score. Points assigned will not be used to calculate the bidders minimum technical score under items 1 and 2 above.

Criterion	Rating
3.1 Offices	0-5
3.2 Training	0-20
3.3 Labour	0-10
3.4 Sub-contracting/Suppliers	0-30
Inuit Benefits Criterion Rating (No minimum pass mark)	0-65

C. TOTAL AVAILABLE TECHNICAL SCORE

Point Rated Criteria Section	Possible Range
Technical Rating (1.0)	0-300
Management Rating (2.0)	0-380
Inuit Benefits Plan Rating (3.0)	0-65
Total Technical Points Available	0-745

D. GENERIC EVALUATION TABLE (To be used in the evaluation of bidders Technical and Management proposals only)

PWGSC Evaluation Board members will individually evaluate the strengths and weaknesses of the bidder's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below. At the time of evaluating proposals, the PWGSC Evaluation Board may award an odd number for evaluation criterion once consensus has been reached.

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements	Some understanding of the requirements but lacks adequate understanding in some areas of the requirements	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates an excellent understanding of the requirements
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Bidder does not possess qualifications and experience	Bidder lacks qualifications and experience	Bidder has an acceptable level of qualifications and experience	Bidder is qualified and experienced	Bidder is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

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ANNEX "D" – BASIS OF PAYMENT

See attachment.

TASKS:	Project Management	Meetings & Minutes	Review of Documents	Onsite Supervision/Tech support	Reporting	Construction Contract Admin	Subtotal	
							Hours	Total
Category/Resource Title	Hourly rate	Estimated # hrs	Estimated # hrs	Estimated # hrs	Estimated # hrs	Estimated # hrs	Subtotal Hours	Extended Total
Contract Year 2 (Apr. 1, 2017 - Mar. 31, 2018)	Senior Lead/Principal	\$					\$	
	Senior Professional	\$					\$	
	Intermediate Professional	\$					\$	
	Junior Professional	\$					\$	
	Resident Engineer	\$					\$	
	Senior Technologist	\$					\$	
	Intermediate Technologist	\$					\$	
	Junior Technologist	\$					\$	
	Admin	\$					\$	
	CADD/Draftsperson	\$					\$	
(B) YEAR 2 SUBTOTAL							\$	
Contract Year 3 (Apr. 1, 2018 - Mar. 31, 2019)	Senior Lead/Principal	\$					\$	
	Senior Professional	\$					\$	
	Intermediate Professional	\$					\$	
	Junior Professional	\$					\$	
	Resident Engineer	\$					\$	
	Senior Technologist	\$					\$	
	Intermediate Technologist	\$					\$	
	Junior Technologist	\$					\$	
	Admin	\$					\$	
	CADD/Draftsperson	\$					\$	
(C) YEAR 3 SUBTOTAL							\$	

2.0 Major Disbursements

2.1 Major disbursements will be recovered at cost plus a firm fixed percentage. Major disbursements shall include: materials, supplies, testing & analysis, equipment rentals, freight, subcontracting, sub-consulting, one time large printing jobs (i.e.: final reports, tender documents with full sized plans).

Major disbursements must be project related and must not include expenses that are related to the normal operation of the Consultant's business. The following costs must be included in the fees required to deliver the consultant services and will not be reimbursed separately: computers; software; cameras; video cameras; hand held GPS units; satellite phones.

2.2 Travel and Living Expenses

2.2.1 In case of pre-authorized travel and living expenses, the Consultant will be paid for reasonable and proper travel and living expenses, supported by appropriate receipts, incurred by personnel directly engaged in the performance of the Work, calculated in accordance with the then-current National Joint Council Travel Directive and living allowances, at actual cost only without any allowance thereon for overhead or profit. Charges for air travel must not exceed that for economy class.

All travel must have prior authorization of the Project Authority

All payments are subject to government audit.

2.2.2 All information relating to the National Joint Council Travel Directive can be access through the following web site: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

2.2 Disbursements Fee Table - Contract Years 1, 2 & 3				
Item	Miscellaneous Costs	Markup	Total	Extended Total
1	Airfare	0%	\$	\$
2	Meals and Accommodations	0%	\$	\$
3	Miscellaneous Travel Costs	0%	\$	\$
4	Provisional Cost for Laboratory Services	_____ %	\$150,000.00 (estimated for evaluation purposes)	\$
5	Project Consumables	_____ %	\$	\$
6	Sub Consultants	_____ %	\$	\$
7	Sub Contractors	_____ %	\$	\$
(D) TOTAL EVALUATED DISBURSEMENTS \$				

3.0 Task Authorizations (Potential Additional Work)

Any "as and when" requested work to be authorized as per the Statement of Work will be completed using a Task Authorization.

3.1 Labour

The Contractor will be paid the actual hours worked/operated, as approved by the Project Authority, at the firm hourly rate including overhead and profit, detailed below, GST extra.

3.2 Task Authorization Process

Refer to Part 7 section 1.2.1 Task Authorization Process.

3.3 Estimated Quantities

The quantities identified in the Task Authorization Fee Table (3.4) were estimated only and are an approximation of the overall potential additional requirements, over the contract period, given in good faith. Canada's liability shall be limited to that which is actually ordered and accepted by the Project Authority. Canada reserves the right to procure the specified services from other sources by means of contracts, standing offers, or by other contracting methods available to the Project Authority.

3.4 Task Authorization (Potential Additional Work) Fee Table - Contract Year 1 - Date of Award to March 31, 2017				
Item	Position	Consultant Hourly Rate	Estimated Hours	Extended Total
1	Senior Lead/Principal	\$	50	\$
2	Senior Professional	\$	100	\$
3	Intermediate Professional	\$	300	\$
4	Junior Professional	\$	150	\$
5	Resident Engineer	\$	300	\$
6	Senior Technologist	\$	100	\$
7	Intermediate Technologist	\$	100	\$
8	Junior Technologist	\$	100	\$
(E) TOTAL EVALUATED TASK AUTHORIZATION FEES				\$

3.4.1 Task Authorization Fees - Contract Years 2 and 3

Rates for Contract Years 2 and 3 may be adjusted based on the Statistics Canada Consumer Price Index (CPI), for the Province of residence. The CPI may be viewed at the following Statistics Canada Internet address: <http://www.statcan.gc.ca/tables-tableaux/sum-som/011/cst01/cpis01a-eng.htm>

3.4.1.1 To gain access to the CPI adjustment, the Consultant is required to submit a request in writing to the Contracting Authority, no later than March 1 each calendar year, based on the rate for February of that calendar year. Authorization of the rate adjustments is subject to the approval of the Contracting Authority.

3.4.1.2 Based on the accepted work schedule by Canada, should the completion of work be delayed other than for reasons authorized by Canada, Canada reserves the right to disallow a request for CPI adjustment.

3.4.1.3 If the consultant fails to request a CPI adjustment by March 1 of each calendar year, it should be noted that any adjustment requested at a later date is not retroactive.

3.5 Task Authorization (Potential Additional Work) Disbursement Fee Table - Contract Years 1, 2 & 3			
Item	Miscellaneous Costs	Markup	Extended Total
1	Disbursements	_____ %	\$100,000.00 \$
(F) TOTAL EVALUATED TA DISBURSEMENTS \$			

4.0 Summary of Evaluated Costs	
Subtotal Evaluated Rates for Professional Fees (A + B + C)	\$
Total Evaluated Disbursements (D)	\$
Total Evaluated Task Authorization Fees (E)	\$
Total Evaluated TA Disbursements (F)	\$
TOTAL EVALUATED FINANCIAL PROPOSAL (GST extra)	\$

ANNEX "E" - INSURANCE REQUIREMENTS

1.0 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- i. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

2.0 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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Client Ref. No. - N° de réf. du client
EW699-162676

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-5-38375

Buyer ID - Id de l'acheteur
NCS010
CCC No./N° CCC - FMS No./N° VME

ANNEX "F" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX G - INUIT BENEFITS PLAN REPORTING AND PENALTY/INCENTIVE CONDITIONS

1. The tables below should be used by bidders to submit their proposals.
2. If an IBP guarantee is provided as part of the bid, the successful Consultant must provide a summary of activities undertaken to meet the guarantees made as part of IBP portion of their bid. The following tables must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the consultant on a monthly basis.
3. Information provided may be subject to verification.

Return Reports to:
 Contracting Authority Name: Teresa Olson
 teresa.olson@pwgsc.gc.ca

TABLE 1 – Head Office

Provide Current Business address
Bidders are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the NLCA Settlement Area.

TABLE 2 - Certification of Inuit Training

Name & Position Title (Provide name(s) where possible)	Inuit Employee		Non Inuit Employee	
	Proposed	Actual	Proposed	Actual
Bidders to include type training, hours, and % complete				

TABLE 3 - Certification of Inuit Labour Content

Name & Position Title (Provide name(s) where possible)	Inuit Employee		Non Inuit Employee	
	Proposed	Actual	Proposed	Actual
Bidders to include the # of hours worked				

TABLE 4 - Certification of Inuit Content for Sub-Contracting/Suppliers Content:

Name & Position Title (Provide name(s) where possible)	Inuit Employee		Non Inuit Employee	
	Proposed	Actual	Proposed	Actual
Bidder to include the value of Sub-Contracted work				

Inuit Benefits Plan Incentive and Penalty Conditions

1. Under the provisions of the proposed contract, where the contractor meets the Inuit employment guarantee and meets the Inuit Sub-contractor/Supplier guarantee specified and certified in his bid, the consultant will be paid the agreed contract price.
2. If the consultant fails to demonstrate they made diligent efforts to fulfill their certified training commitment, an amount of up to 1% of the final contract value may be deducted from the hold back provisions and reallocated to Canada The guarantee will be reviewed and assessed using Item #2 of the Penalty Tables - CONSULTANT DUE DILIGENCE only. The consultant will not be evaluated on their achievements.
3. If the consultant does not meet the certified number of Inuit employee hours working on the project and fails to demonstrate they have made diligent efforts to fulfill their Inuit employment guarantees, an amount of up to 1% of the final contract value may be deducted from the hold back provisions and reallocated to Canada. (Table 2A)
4. If the consultant does not meet the certified percentage of Inuit Sub-contractors/Suppliers, and fails to demonstrate they have made diligent efforts to fulfill their Inuit sub-contractors/Suppliers guarantees, an amount of up to 1% of the final contract value may be deducted from the hold back provisions and reallocated to Canada. (Table 2B)
5. If the consultant hires additional onsite Inuit resources above the established employment guarantees that were certified in the bid, which results in Inuit employment benefits, subject to the approval of the Departmental Representative, the consultant may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the consultant at the end of the project. (Table 1A)
6. If the consultant exceeds the percentage of Inuit Sub-contractors/Suppliers guarantees that were certified in the bid, subject to the approval of the Departmental Representative, the consultant may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project. (Table 1B)
6. Consultants who exceed the IBP guarantee under one criterion but fall short on the other may be evaluated for a penalty and a bonus. The Inuit Incentive and Penalty Conditions as specified above in 2., 3., 4. will be assessed based on the formulas identified herein.

NOTE: "FINAL CONTRACT VALUE" for the purposes of the incentive and penalty calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the IBP calculation at the time of change order negotiation.

INUIT EMPLOYMENT INCENTIVE AND PENALTY CHECKLIST			
CONSULTANT: _____			
STEP#	FINAL STATISTICS	% PROPOSED	% ACHIEVED
1	Percentage of On-site Inuit Labour Person Hours		
2	Percentage of Inuit Sub-Contracting/Supplier costs		
3	Final Contract Value (no gst)	\$	
4	<p>Certified Onsite Inuit employment guarantee met, exceeded or fell short?</p> <p>Met - No applicable penalty or bonus.</p> <p>Exceeded - Consultant may be eligible to request an incentive bonus of up to 1% of the final contract value, that may be paid to the contractor at the end of the project;</p> <p>Proceed to Table 1A</p> <p>Shortfall - Consultant may be penalized up to 1% of the final contract value</p> <p>Proceed to Table 2A</p>		
5	<p>Certified INUIT Sub-contracting/Supplier guarantee met, exceeded or fell short?</p> <p>Met - No applicable penalty or bonus.</p> <p>Exceeded - Consultant may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project;</p> <p>Proceed to Table 1B</p> <p>Shortfall - Consultant may be penalized up to 1% of the final contract value</p> <p>Proceed to Table 2B</p>		
6	COMMENTS:		

TABLE 1A - ASSESSMENT OF ONSITE INUIT LABOUR INCENTIVE BONUS									
ITEM#	REQUIREMENT	WEIGHT	SCORE						
1	<p>INCREASED ONSITE INUIT LABOUR:</p> <p>Note: Inuit participation for training that has been accounted and paid for within and external to the contract shall be considered ineligible for the incentive process and will be excluded as such. Calculate the percentage increase of Onsite Inuit labour for the project based on the following:</p> <p style="text-align: center;">% Increase = $\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}\%}$</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">0 - 33% of total onsite labour hours</td> <td style="width: 50%;">0 - 19 points</td> </tr> <tr> <td>34 - 66 % of total onsite labor hours</td> <td>20 - 39 points</td> </tr> <tr> <td>67 - 100 % of total onsite labour hours</td> <td>40 - 60 points</td> </tr> </table>	0 - 33% of total onsite labour hours	0 - 19 points	34 - 66 % of total onsite labor hours	20 - 39 points	67 - 100 % of total onsite labour hours	40 - 60 points	60	
0 - 33% of total onsite labour hours	0 - 19 points								
34 - 66 % of total onsite labor hours	20 - 39 points								
67 - 100 % of total onsite labour hours	40 - 60 points								
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to consultant's ability to demonstrate diligent efforts to increase the onsite Inuit labour guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Consultant demonstrated little to no effort and made no attempt to increase the guarantees. 14-27 points - Consultant demonstrated moderate effort while attempting to increase the Inuit guarantees. 28-40 points - Consultant demonstrated outstanding effort while attempting to increase the Inuit guarantees.</p>	40							
3	TOTAL ASSESSED SCORE	100							
4	RECOMMENDED INUIT LABOUR INCENTIVE BONUS (final contract value) x 1% x (total assessed score/100)	\$							
5	COMMENTS/JUSTIFICATIONS:								
6	SIGNATURE OF EVALUATION PANEL:								
	<p>Departmental Representative: _____</p> <p>Project Lead: _____</p> <p>Contracting Officer (PWGSC): _____</p>								

TABLE 1B - ASSESSMENT OF INUIT SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>INCREASED INUIT SUB-CONTRACTING/SUPPLIER GUARANTEE:</p> <p>Calculate the percentage increase of Inuit Sub-Contracting/Supplier costs for the project based on the following:</p> <p>$\% \text{ Increase} = \frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}\%}$</p> <p>0 - 33% of total Sub-Contracting/Supplier Costs 0 - 19 points 34 - 66 % of total Sub-Contracting/Supplier Costs 20 - 39 points 67 - 100 % of total Sub-Contracting/Supplier Costs 40 - 60 points</p>	60	
2	<p>CONSULTANT DUE DILIGENCE: Case-by-case-consideration is given to consultant's ability to demonstrate diligent efforts to increase sub-contracting/supplier guarantees.</p> <p>Points awarded for consultant due diligence based on the following scale:</p> <p>0-13 points - Consultant demonstrated little to no effort and made no attempt to increase the guarantees. 14-27 points - Consultant demonstrated moderate effort while attempting to increase the Inuit guarantees. 28-40 points - Consultant demonstrated outstanding effort while attempting to increase the Inuit guarantees</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>RECOMMENDED INUIT SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS (final contract value) x 1% x (total assessed score/100)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

TABLE 2A - ASSESSMENT OF ONSITE INUIT LABOUR PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Onsite Inuit content based on the following formula, where:</p> <p>Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \%$</p> <p>51% - 100% = 30 - 60 points</p> <p>Notes: percentage of 50% or less receives zero points</p>	60	
2	<p>CONSULTANT DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to consultant's ability to demonstrate diligent efforts to achieve Onsite Inuit employment guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Consultant demonstrated little to no effort and made no attempt to meet the IBP employment guarantee.</p> <p>14-27 points - Consultant demonstrated moderate effort while attempting to meet the IBP employment guarantee.</p> <p>28-40 points - Consultant demonstrated outstanding effort while attempting to meet the IBP employment guarantee.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x (1%)	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

TABLE 2B - ASSESSMENT OF INUIT SUB-CONTRACTING/SUPPLIER PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Inuit content based on the following formula, where: Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \%$</p> <p>51% - 100% = 30 - 60 points</p> <p>Note: Guarantee percentage of 50% or less receives zero points.</p>	60	
2	<p>CONSULTANT DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to consultant's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Consultant demonstrated little to no effort and made no attempt to meet the IBP sub-contracting/supplier guarantees.</p> <p>14-27 points - Consultant demonstrated moderate effort while attempting to meet the IBP sub-contracting/supplier guarantees.</p> <p>28-40 points – Consultant demonstrated outstanding effort while attempting to meet the IBP sub-contracting/supplier guarantees.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x (1%)	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

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Client Ref. No. - N° de réf. du client
EW699-162676

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-5-38375

Buyer ID - Id de l'acheteur
NCS010
CCC No./N° CCC - FMS No./N° VME

ANNEX "H" - TASK AUTHORIZATION FORM PWGSC-TPSGC 572

To be provided at award.

ANNEX "I" to PART 5 - BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

TERMS OF REFERENCE

RESIDENT ENGINEERING SERVICES

FOR

**FORMER INTERMEDIATE DEW LINE SITE FOX-D (KIVITOO)
NUNAVUT**



**Prepared by: Northern Contaminated Site Group
Public Works and Government Services Canada
March 2016**

**Prepared for: Contaminated Sites Program, Nunavut Region
Indigenous and Northern Affairs Canada**

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1.0 GENERAL INFORMATION

1.1 General

As the custodian of most federal lands in the North, Indigenous and Northern Affairs Canada (INAC) has responsibility, through the Contaminated Sites Program (CSP), to manage a number of contaminated properties that are no longer maintained by the original occupant. INAC's portfolio of contaminated sites in the North originated from private sector mining, oil and gas activities and government military activity dating back over half a century, many years before the environmental impacts of such activities were adequately understood. The former FOX-D (Kivitoo) Intermediate Distant Early Warning (DEW) Line Site in Nunavut is one of these sites.

The INAC Nunavut Regional Office Contaminated Sites Program and Public Works and Government Services Canada (PWGSC) Northern Contaminated Sites (NCS) will be carrying out the remediation of the FOX-D site beginning in the spring/summer of 2016. This SOW consists of the expectations associated with Resident Engineering Services including, but not limited to, Site Meetings, Site Safety, Records-keeping, Budgeting, Work Inspections and Measurements, Continuous Site Supervision and Testing, and As-Built Record Drawings.

All project activities must be carried out in accordance with the latest version of the *Abandoned Military Site Remediation Protocol* developed by INAC (available upon award). The Consultant will be expected to provide a full range of environmental consulting and engineering services including but not limited to preparation of reports, managing of budgets and technical support. The Consultant will operate under the Remediation Contractor's Site Specific Health & Safety Plan. The project must be compliant with Federal Contaminated Sites Action Plan (FCSAP) requirements including reporting structures and submission deadlines.

Federal Contaminated Sites Action Plan (FCSAP)

Federal contaminated sites are a legacy of past land use practices when the environmental consequences were not appreciated. Since 1999, Treasury Board Secretariat (TBS) has approved a Management Framework of policies and best practices including the Federal Contaminated Sites Management Policy (TBS, 2000b). Under this Policy, individual departments are responsible for managing their contaminated sites within existing budgets.

FCSAP is administered jointly by TBS and Environment Canada (EC), which houses the Secretariat. Scientific and technical advice is provided by EC, Fisheries and Oceans Canada (DFO), Health Canada (HC) and PWGSC.

1.2 Definitions

1. Remediation Contract: The tender specifications and resultant contract currently posted on the Public Works and Government Services Canada Buy and Sell

website for the Remediation of the FOX-D (Kivitoo,NU) Intermediate Distant Early Warning (DEW) Line Site: <https://buyandsell.gc.ca/procurement-data/tender-notice/PW-NCS-010-10707>

2. FOX-D Remediation Prime Consultant Services: The work identified in this Statement of Work (SOW) and the identified services for the “Departmental Representative” in the Remediation Contract.
3. The Client: Indigenous and Northern Affairs Canada
4. The Project Authority: Public Works and Government Services Canada – Environmental Services and Contaminated Sites Management (ESCSM)
5. The Contract Authority: Public Works and Government Services – Environmental Services Acquisitions Team (ESAT)
6. The Consultant: The Prime Consultant, Departmental Representative, Site Supervisor, full-time representative on-site and Engineer of Record for the FOX-D Remediation Contract responsible for scope of work as defined in this document and the Remediation Contract.

1.3 Background Information

FOX-D (Kivitoo) was an Intermediate Distant Early Warning (DEW) Line Site constructed in 1957 and operated until October 1963. The site is located on the Davis Strait. The site is located 50 km to the west of the nearest community, Qikiqtarjuaq, Nunavut, at approximately 67° 57' 01" N latitude and 64° 55' 04" W longitude (Appendix A). The site is accessible by fixed wing aircraft, helicopter, and sealift.

After military operations at the site ceased, the site became part of the Auyuittuk National Park. FOX-D was within Auyuittuk National Park under the management of Parks Canada until 1992, when custody of the site was transferred to INAC. Parks Canada managed a cleanup of the site between 1973 and 1983. The site was composed of two areas: the Upper Site and Lower Site. All structures at the site were removed to their foundations, with the exception of two vertical fuel storage tanks and a smaller transfer tank left in place at the upper site. It was reported that during that time, the resulting debris was moved out on the sea ice for disposal.

During the summer of 1985, hazardous waste was removed from the site. PCB containing equipment from two cabinets were removed from the upper site and transported off site. It has been reported that four PCB containing cabinets were present at all Intermediate DEW Line sites. Therefore, two cabinets have been unaccounted for since 1986; the fate of these two pieces of equipment is presently unknown. Parks Canada has reported that no PCB containing equipment was ocean-dumped during the cleanup activities

The initial Phase I Environmental Site Assessment (ESA) Report was completed in March of 1994, this report was later used to aid in the Phase II ESA Report in which was completed by Franz Environmental Inc. (FRANZ) during the fiscal year 2010-2011. Dillon Consulting Limited conducted a Phase III Environmental Site Assessment (ESA) in 2013 and Remedial Action Plan (RAP) and Environmental Impact Assessment in March 2014.

Site Characteristics

The Upper Site is between 420 and 440 m above sea level (asl). The Upper Site is a localized high point and there is a downward slope towards the north, east, west, and south. The Lower Site is between sea level and 60 m asl, sloping south towards Kivitoq Harbour and Davis Strait.

The Upper Site is so-called because of its location, at 440 m asl. Before any cleanup activities undertaken by Parks Canada between 1973 and 1983, the main site facilities were located at the Upper Site and included a continuous wave tower, a main building train, a warehouse, a garage, two 75,700 litre petroleum, oil and lubricants (POL) tanks, and a small building that may have been an Inuit house. Shortly before the site closed in 1963, a fire completely destroyed the main building train. Charred remains are still present at the site. To the northeast of these remains, two imprints of what were believed to be temporary accommodations are visible. Currently, all that remains at the Upper Site are pieces of a toppled tower, two POL tanks, a small transfer tank sledge, burned remains of the building train, garage and warehouse foundations, two dumpsites and a sewage outfall area.

The Lower Site is located on a coastal plain to the south of the upper site. It once consisted of two POL tanks, a beach landing area, drum storage and an airstrip. A freshwater lake, borrow source areas and a construction camp area were also present at the lower site. Currently, the foundation of the two POL tanks, the remnants of the airstrip, and one small shed are all that remain. It is believed that the small shed is not original to the site but is left over from cleanup activities. The Upper Site to the Lower Site is connected by a 4 km access road.

FOX-D is located on the highest of an east-west series of hills at an elevation of approximately 450 m asl. To the south of the hill on which the site is located, a coastal plain extends toward the ocean; the airstrip and the beaching area are located on this plain and a lake is situated at the base of the hill. To the North of the station the hill slopes to a plateau at 100m asl; there were no site installations in this area. The hilltop is cobbled and sandy with sparse vegetation consisting mainly of rush (*Luzula sp.*) and moss. The plain is similarly cobbled and sandy, with much more vegetation, including willow (*Salix sp.*), sedge (*Carex sp.*), poppy (*Papaver sp.*), grass, heather (*Cassiope sp.*) and cotton-grass (*Eriophorum sp.*). Vegetation on the plateau to the North was less varied than on the plain to the South and consisted primarily of willow. One hare and several birds were seen at the site during the site assessment work. Other evidence for wildlife use of the area included droppings, grazed vegetation, a nest and bird tracks.

Regional Geology

As summarized in the 2010 Report, the surficial geology of FOX-D at the lower elevations of the site is covered with marine sediment including deltaic gravel, sand and silt, with minor beach deposits and wave-reworked till. The higher elevations in the

middle of the peninsula contain till deposited by glaciers that transported material from the southwest or south. The till was derived from erosion of bedrock in the up-ice-flow direction, and is diamictic (i.e. very poorly sorted), and comprises two distinct ranges of grain sizes: pebbles to boulders and sand to silt.

The bedrock underlying the site is middle Paleoproterozoic pyroxene granite (charnokite: unit Pcc) of the Cumberland Batholith. Piling Group granulite facies, highly metamorphosed sedimentary rock (paragneiss: unit Ppm), occurs approximately 10 km to the west and southwest of FOX-D, where thin sheets of granitoid intrude it in an interlayered style (migmatically). The high metamorphic grade and abundant granite prevent determination of which formation of the Piling Group this is. A few kilometres to the west at Alikdjuak Island, where metamorphic grade is below granulite facies, the Piling Group metagreywackes and metapelitic schists and gneisses belong to the Longstaff Bluff Formation.

Regional Hydrogeology

Due to the permafrost, soil, and overburden material, very little groundwater movement is expected beyond the active layer at the site. Under "normal" conditions, the overburden material in the area (consisting of silt, sand, gravel, and boulder) would have a hydraulic conductivity ranging from approximately 10⁻⁷ to 10⁻² cm/s. Under permafrost condition, the hydraulic conductivity is expected to range from approximately 10⁻¹¹ to 10⁻⁷ cm/s.

Land Tenure

From the review of available information on the FOX-D (Kivitoo) site from INAC's Lands Administration Division, most of the site falls on Crown Land. However, the site is completely surrounded by Inuit Owned Land (IOL), which also engulfs some of the areas of environmental concern. The airstrip which would be the main access point to the FOX-D site is also completely located on the IOL Parcel BI-20, as well as many connecting roads. When the IOL parcel was selected, the DEW Line site area was parceled out, however after further environmental investigation of the abandoned DEW Line site, there are environmental impacts from the DEW Line activities that lie within the IOL Parcel.

Additional background for the FOX-D site remediation is provided in the current remediation tender specifications currently posted on the Public Works and Government Services Canada website link: <https://buyandsell.gc.ca/procurement-data/tender-notice/PW-NCS-010-10707>

1.4 Hazards

Hazards that may be encountered at the FOX-D site include but are not limited to the following:

1. Hazardous waste (polychlorinated biphenyls [PCBs], leachable lead paint, batteries, asbestos)
2. Metals/PCB contaminated soil
3. Petroleum Hydrocarbon (PHC) contaminated soil

4. Polycyclic Aromatic Hydrocarbon (PAH) contaminated soil
5. Physical hazards of scattered debris and dilapidated structures
6. Rugged terrain
7. Fuels and lubrication fluids
8. Remote site location
9. Arctic weather conditions
10. Wildlife

2.0 OBJECTIVES

To achieve the objectives of the Remediation Contract, the Project Authority requires, on behalf of the Client, Prime Consultant services to manage, administer, and provide expert review of the work carried out by the Remediation Contractor.

The remediation work will be done in accordance with the Remediation Contract and the project goals that are to be addressed while implementing the remediation work for the FOX-D site as generally encompass the following:

1. Minimize human health and safety risks
2. Protect fish, wildlife and vegetation
3. Protect water quality
4. Minimize environmental impacts during remediation
5. Return the site to its original condition where possible
6. Minimize long term care and maintenance
7. Apply overall cost-effectiveness considerations
8. Ensure remediation work is in accordance with remediation contract
9. Ensure the remediation is compliant to the Indigenous and Northern Affairs Canada (INAC) Abandoned Military Site Remediation Protocol (AMSRP) latest revision

3.0 SCOPE OF WORK

The scope of work includes the work identified in this Statement of Work and the identified services for the "Departmental Representative" in the Remediation Contract and applies to the Consultant and any Sub-Consultants or Specialty Consultants disciplines that may be required for the FOX-D Remediation Prime Consultant Services.

3.1 Site Supervision and Contract Administration Services

3.1.1 General

1. Review and be familiar with the Remediation Contract documents and all supporting documents such as but not limited to the historical Site Assessments, Remedial Action Plan and Environmental Impact Assessment.
2. Provide continuous supervision entire time Contractor is on site.
3. Provide all inspections, testing, specialized testing and confirmation sampling as required by Contractor as to not delay remediation work.

4. Provide clarification instructions, Contemplated Change Notices, and Change Orders as required for submission for appropriate approvals.
5. Provide Site Instructions.
6. Consider and evaluate any suggestions or modifications to the documents advanced by the Contractor and immediately report these to the Project Authority with comments.
7. Convey instructions regarding the required standards of workmanship to the Contractor.
8. Communicate formally with the Contractor via memorandum form only. When this form is issued, the Consultant will immediately file copies with the Project Authority.
9. Ensure that the Project Authority is notified promptly when key pieces of components of materials and equipment are delivered, so that these parties can arrange for the appropriate personnel to have an opportunity to inspect same prior to installation.
10. Protect Human Remains, Archaeological Remains and Items of Historical Scientific Interest.

3.1.2 Supervision

1. Supervise, inspect, co-ordinate and monitor all aspects of the remediation work during the construction, ensure remediation work is in accordance with Remediation Tender Documents and liaise with the Project Authority.
2. Supervise, review and approve contractor survey and measurements.
3. Provide Work Measurements.
4. Be responsible for the measurement of all work to be done on a unit-cost basis.
5. Be responsible for the measurement of percentage completion of lump sum item.
6. Supervise and ensure remediation work is in accordance with Remediation Contract.
7. Supervise soil excavation activities, collect confirmation samples, inspect and report of results, confirm compliance to Remediation Contract.

3.1.3 Inspections and Testing

1. Provide inspection for all aspects of the project, maintaining daily records of all work.
2. Inspect the Contractor mobilization and demobilization activities.
3. Accompany the Project Authority on inspections and record comments or instructions of the Project Authority.
4. Assist in the preparation of all deficiency, Substantial Completion, preliminary, and final reports in collaboration with the Project Authority.
5. Conduct Substantial Completion Inspection of site.
6. Conduct Final Inspection of site.
7. Issue Substantial Completion and final deficiency reports.
8. Assist (if required) in release of holdback upon satisfactory completion.
9. Provide on part-time basis Sub-Consultants or Speciality Consultants required to perform specialized on-site inspections.
10. Provide Specialized Inspection and Testing as required.

11. Test materials to meet the specifications, compaction testing, supervision of material placements, confirmation of compliance to all permits and assistance to the Contractor.
12. Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
13. Assess quality of work and identify, in writing to the Project Authority, all defects and deficiencies observed at time of such inspections.
14. Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
15. Make on-site observations and spot checks of the work to determine whether the work, materials and equipment conform with the Contract Documents and supplementary documentation.
16. Provide specialized services by Environmental, Geotechnical and Demolition as required during the remediation work and as outlined in the Remediation Contract
17. Assist the Project Authority in briefing the testing firm on required services, distribution of reports, communication lines, etc.
18. Assist the Project Authority in evaluating testing firm's invoices for services performed.
19. Ensure that the tests and inspections required by the Contract Documents are conducted, and should observe these tests and report the results in the daily log.
20. Provide non-resident inspection services by qualified personnel to ensure compliance with Contract Documents. These personnel will be fully knowledgeable with technical and administrative requirements of project.
21. Establish a written understanding with Contractor and Project Authority as to what stages or aspect of the work are to be inspected prior to being covered up.
22. Notify the Project Authority if the test results do not meet the specified requirements, or if the Contractor does/do not have tests undertaken as required.
23. Undertake confirmatory testing, including soil contamination testing, etc. as necessary to confirm the limits of the work as outlined in the specifications. The exception is any testing related to Contractor's supplied material, which is the responsibility of the Contractor.
24. Retain independent inspection agencies as required for testing and/or inspection of the work in which the Resident Engineer is not qualified.

3.1.4 Review and Approve

1. Review and approve As-Built and Record Drawings.
2. Review and Approve Contractor's Progress Payments.
3. Review and process shop drawings.
4. Review testing methods, data of inspection/testing agencies.
5. Verify quantities of materials received and record work progress through review and verification of Contractor survey data and measurements.
6. Review and approve all test reports and take necessary action with Contractor when work fails to comply with Contract requirements. The Project Authority will be immediately notified when tests fail to meet project requirements and when corrective work will affect the schedule.

3.1.5 Site Safety

1. The Consultant will adhere to the Contractor's Site Specific Health and Safety Plan (SSHASP).
2. Attend Contractor Worker Orientation Seminar.
3. In case of emergencies, the Consultant is empowered to stop the work, or give orders to protect the safety of the workers or property and contact the Project Authority immediately for further instruction.
4. The Consultant will conduct a Site Safety Survey of the Contractor and the FOX-D Site once during each field season. The Consultant will fill out and submit the Site Safety Survey form located in Appendix B.

3.1.6 Work Measurement

1. If work is based on unit prices, The Consultant will measure, review survey measurements and record the quantities for verification of monthly progress claims and the Final Certificate of Completion.
2. When Contemplated Change Notice, Change Orders or Task Authorization are to be issued based on Unit Prices, the Consultant will keep accurate account of the work and record dimensions and quantities.

3.1.7 Meetings

1. The Consultant will arrange, attend and conduct meetings as defined in Remediation Contract, and weekly teleconference meetings throughout the entire construction period. Attendees to include:
 - a. Client Department
 - b. Project Authority in-house staff, as required
 - c. Consultant.
 - d. Contractors and their Subcontractors.
 - e. Contracting Authority.
2. The Consultant will attend the meetings, record the issues and decisions and prepare and distribute minutes to all attendees within two (2) days of the meeting.
3. Attend all Community Meetings with Project Authority, Client, Contractor and Community members. Consultant will record the minutes and distribute them as outlined in the specifications and contractor proposal.
4. Attend all other construction meetings implemented by the Contractor and record subjects of interest, as it pertains to the implementation of the remediation work.

3.1.8 Records and Reporting

3.1.8.1 Daily reporting

1. Record and Report daily site activities.
2. Finalize project documentation and accounts.
3. Review and Report on Contractor's Project Schedule.
4. Assess quality of work and identify, in writing to the Project Authority, all defects and deficiencies observed at time of such inspections.
5. Monitor the progress of Contractors' work, compliance with all drawings and specifications, time schedules, quality standards and progress reports.
6. Report on Contractors maintaining specified quality and schedules, ensuring that Contractors are monitoring delivery of critical materials and equipment.

7. Any directions, clarifications or deficiency lists will be issued in writing to the Project Authority, with a copy to the Contractor.
8. Keep the Project Authority informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site reviews.
9. Report if materials and equipment are being incorporated into the project prior to approval of relative shop drawings or samples.
10. Advise the Contractor of any deficiencies or unapproved deviations via memorandum and report immediately to the Project Authority any of these on which the Contractor is/are tardy or refuses to correct.
11. The Consultant will submit a Daily Report for duration of field work (Example located in Appendix C) to the Project Authority which is a recording of but not limited to:
 - Weather conditions, particularly unusual weather relative to construction activities in progress.
 - Major material and equipment deliveries.
 - Daily activities and major work done.
 - Health and Safety meetings.
 - Start, stop or completion of activities.
 - Presence of inspection and testing firms, tests taken and results.
 - Unusual site conditions experienced.
 - Significant developments, remarks.
 - Special visitors on-site.
 - Authorities given Contractor to undertake certain or hazardous works.
 - Environmental incidents.
 - Reports.
 - Stop work requests by the Project Authority.

Copies of the Daily Reports are to be provided to the Project Authority at the end of the project within the Post Construction Summary Report.

3.1.8.2 Post Construction Summary Report

The Consultant will submit a post construction summary report after the remediation work is completed. An example of the table of contents for the post construction summary report is included in Appendix D

3.1.8.3 Quarterly reporting

The Consultant will fill out and submit Quarterly Reporting each quarter of the year of the project. The required Quarterly Reporting form is located in Appendix E.

3.1.8.4 Inuit Opportunities Consideration (IOC)

Record and Report site Inuit worker hours on site and Inuit Sub Contractor Content (To be provided by Contractor with Each Progress Payment) in accordance with the Remediation Contract Inuit Opportunities Consideration (IOC). Confirm with Contractor Monthly the current IOC hours and IOC Sub Contractor Content and rectify any discrepancies.

3.1.9 Budget/Cash Flow

Once the Project Authority has accepted the Contractor's cost breakdown, the Consultant will:

1. Monitor budget/cash flow requirements as required on a site by site basis.
2. Review value of progress of work against the approved cost breakdown. When each trade is regularly reviewed against the Project Schedule and the cost breakdown, it quickly becomes apparent whether the Contractor is on budget and is generating the appropriate cash flow for the work.
3. Record all discrepancies and agreed remedial measures.

3.1.10 Permits Licences and Authorities having Jurisdiction

The consultant will gather, verify and report information required for Water Licence (WL), Land use Permit (LUP) and all other applicable regulations and licence requirements. The permits are not currently available. Example permits and associated requirements are provided in Appendix F.

3.1.11 Contractor's Project Schedule

The Consultant will:

1. Obtain a Project Schedule from the Contractor as soon as possible after Contract award and ensure proper distribution.
2. Review and advise to ensure that the schedule has detailed components of the work shown separately.
3. Use the schedule as the basis for evaluating the progress of the work, once the Project Authority has reviewed the Contractor's Project schedule.
4. Record all discrepancies and agreed remedial measures.
5. Keep accurate records of causes of delays.
6. Make every effort to assist the Contractor to avoid delays.
7. Only the Contracting Authority may authorize any request for Time Extensions. Authorization will be issued in writing, if applicable and approved.

3.1.12 Shop Drawings

1. The Consultant will review, discuss, record problems and identify agreed remedial action. Monitor and record the progress of shop drawing review. Record parties designated for action and follow up.
2. On completion of project, The Consultant will include copies of reviewed shop drawings to the Project Authority as part of the Post Construction Report. The Consultant will ensure that shop drawings include the project number and are recorded in sequence.
3. The Consultant will verify the number of copies of shop drawings required. Consider additional copies for Client's and the Authorities Having Jurisdiction office.
4. Shop drawings will be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" before returning to the Contractor.

3.1.13 Site Instructions

1. The Consultant will provide clarifications on Plans and Specifications or site conditions, as required in order that project not be delayed.

2. The Consultant will record Contractor's acknowledgement of receipt of all site instructions, ensure and record that required action does not have an impact on cost or schedule.
3. The Consultant will provide the Project Authority information with any additional detail drawings as and when required to properly clarify or interpret the Contract Documents, in a timely manner.

3.1.14 Change Orders

1. The Consultant does not have Authority to change the work or the price of the Contract without a Project Authority approved Change Order or instructions in writing from the Project Authority.
2. Change Orders will cover all changes, including those not affecting the cost of the project, such as schedule, substitutions, etc.
3. The Consultant will prepare Contemplated Change Notices (CCN), quotations, reviews and unapproved Change Orders (CO). This includes monitoring and recording the progress of CCN and CO. Work in addition to the current contract will not proceed without written approval from the Project Authority.
4. The Project Authority will issue the approved CCN and CO to the Contractor, with a copy to the Consultant.
5. The practice of "trade offs" is not allowed.

3.1.15 Contractor's Progress Payments

1. Each month, the Contractor submits a progress claim for work and materials as required in the Contract. The claims are made by completing the following forms where applicable:
 - a. Request for Payment.
 - b. Cost Breakdown for Unit and/or combined Price Contract or Cost Breakdown for Fixed Price Contract.
 - c. Statutory Declaration: Progress Claim.
2. The Consultant will determine the amounts owing to the Contractor based on the progress of the work and certify payments to the Contractor.
3. The Consultant will review and sign a separate letter recommending payment of the Progress payment (indicating the amount of the approved invoice in dollars) and promptly forward claims to the Department for processing.

3.1.16 Payment for Materials on Site

1. The Contractor may claim for payment of material on site, but not yet incorporated in work.
2. A detailed list, checked and verified by the Consultant, of materials with supplier's invoice showing price of each item will accompany each claim.
3. Items will be listed separately on the Detail Sheet showing the breakdown list and total.

3.1.17 Substantial Completion Inspection

1. The Consultant will verify that all items are correctly stated and ensure that completed documents and any supporting documents are given to the Project Authority for processing.

2. Payment requires completion and signing, by the parties concerned, of the following documents:
 - a. Certificate of Substantial Performance,
 - b. Cost Breakdown for Fixed Price Contract, or Cost Breakdown for Unit or Combined Price Contract,
 - c. Inspection and Acceptance,
 - d. Statutory Declaration Certificate of Substantial Performance,
 - e. Worker's Compensation Board Certificate.

3.1.18 Final Inspection

1. The Consultant will inform the Project Authority when satisfied that all work under the Contract has been completed, including all deficiency items listed during the Substantial Inspection. The Project Authority and the Client will be in attendance for the final inspection.
2. The final payment to Contractor requires completion and signing by the parties concerned, of the following documents:
 - a. Certificate of Completion.
 - b. Cost Breakdown for Fixed Price Contract or Cost Breakdown for Unit and/or Combined Price Contract.
 - c. Inspection and Acceptance.
 - d. Statutory Declaration Certificate of Completion.
 - e. Worker's Compensation Clearance Certificate.
 - f. Trades' Certificates as appropriate.
3. The Consultant will verify that all items are correctly stated and ensure that completed documents and any supporting documents are given to the Project Authority for processing.

3.1.19 Post Construction

1. The Contractor is responsible for correcting all defects in the work during the warranty period, except for damage caused by misuse, abuse or neglect by others including the building occupants.
2. The Project Authority will promptly notify the Consultant in the event that defects or alleged defects appear in the work of the Contractor.
3. The Consultant will investigate all defects and alleged defects in the work promptly and issue appropriate instructions to the Contractor until all work is satisfactorily completed.

3.1.20 Human Remains, Archaeological Remains and Items of Historical or Scientific Interest

The Consultant will stop work, notify the Project Authority immediately if such finds are discovered and obtain further instructions on action to be taken.

3.1.21 Risk management

The Consultant will assist the Project Authority in:

1. identifying risk elements based on past experience, using a proposed checklist or other available lists.
2. qualifying/quantifying probability of risk event and their impact on project or related work (low, medium, high).
3. applying a dollar value to all risk/probability impact events.

4. preparing contingency plans for possible changes to the work, budget and schedule.
5. prioritizing risk events (i.e. concentrate efforts on risk event with high probability and medium to high impact).
6. developing risk management plan (i.e. evaluate alternatives for mitigation of risks involved).
7. implement risk mitigation on items and approaches approved by the Project Authority.

3.1.22 Lines of Communication and Coordination

1. The Project Authority is responsible for the project and is the liaison between the Consultant and the Client Department. The Project Authority administers the project and controls the Consultant's work during all phases of project delivery.

The Consultant will:

1. Correspond only with the Project Authority and not communicate directly with the Client department unless authorized in writing by the Project Authority. If so authorized, the Consultant will provide to the Project Authority, a copy of any such correspondence and/or summary of discussions with the Client.
2. Ensure that all communications carry Project Authority's Project Title, Project Number, File Number and name of person to whom correspondence is addressed.
3. Advise the Project Authority of any changes that may affect schedule or budget, or are inconsistent with instructions or written approvals previously given or decisions previously agreed to.
4. Detail the extent and reasons for the changes and obtain confirmation in writing as soon as feasible.

During Site Supervision and Construction Contract Administration Services, the Consultant will provide to the Project Authority the following:

1. A copy of any correspondence and/or summary of discussions with the Contractor.
2. During all phases of project delivery, the Consultant will:
 - a. Coordinate and assume responsibility for the work of any and all Sub-Consultants and Specialists Consultants retained by the Consultant.
 - b. Ensure clear, accurate and ongoing timely and responsive communication of concept, budget, and scheduling issues.
 - c. Ensure adequate inspection services and provide answers to all Contractors' questions in a timely and responsive manner.

3.1.23 Project Authority Quality Assurance Reviews

1. The Project Authority may conduct Quality Assurance Reviews on reports, drawings, schedules, and costs estimates prepared by the Consultant, in a manner and at stages noted herein. The Consultant will respond in writing to Project Authority's comments, in a timely manner and will be held accountable for delays if proper and timely responses do not occur.
2. Such reviews are not intended as a check against errors or omissions contained within the documents submitted. The Consultant is responsible for any such errors or omissions, regardless of any review by Project Authority's.

3. While the Project Authority acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles Project Authority to review the work. Project Authority reserves the right to reject undesirable or unsatisfactory work. The Consultant will obtain the Project Authority's acceptances during each of the project stages.
4. Acceptances indicate that, based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices and that overall project objectives should be satisfied. The acceptance does not relieve the Consultant of professional responsibility for the work and compliance with the terms and conditions of the Contract.
5. The Project Authority acceptances do not preclude the possibility that the work may be determined to be unsatisfactory at later stages of review (e.g. there may be more than one (1) draft version of a report required).
6. Acceptances by the Client and other agencies and levels of government will be obtained to supplement the Project Authority acceptances. The Consultant will assist the Project Authority in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.

3.2 Codes and Standards

1. All criteria will be in accordance with the current edition of Canadian Codes and Standards, and, any other relevant Codes as applicable. If territorial, local or municipal codes and bylaws are more stringent, they will take precedence.
2. Regulations, by-laws, and decisions of "Authorities having jurisdiction" will be observed. In cases of overlap, the most stringent will apply.
3. The Consultant will identify and communicate with all jurisdictions applicable to the project.
4. For material properties (both physical and chemical), methods of fabrication, tests, etc., reference should be made to the latest editions of CSA Standards and the Canadian General Standards Board, or to local standards if they are more stringent.

3.3 Hazardous Materials/Waste Audits and Abatement Monitoring

1. The Consultant will conduct site inspections during abatement as necessary to ensure appropriate abatement procedures are being followed, according to the specifications.
2. The Consultant's responsibilities will include ensuring that the containment area is properly set up.

The Consultant will inspect post remediation work areas to determine whether areas are suitably cleaned.

4.0 POTENTIAL ADDITIONAL WORK

The following work is not included in the current scope of work. However, should, during the course of the remediation activities, additional required remediation work be discovered, the following activities may be required from the Consultant.

4.1 Human Health and Ecological Risk Assessment

1. Based on discovery of potential additional remediation work, Preliminary Quantitative Risk Assessments (PQRA's) may be required. Health Canada has standardized the PQRA requirements to the extent possible through a series of guidance documents. Refer to FCSAP and Health Canada websites or personnel for an up to date list of reference documents.
2. Based upon the complexity and costs associated with additional remediation work, Site Specific Risk Assessments (SSRA's) may be required. In some instances, at the discretion of the Project authority, it may be necessary to proceed directly with an SSRA and not complete a PQRA. Unless specified otherwise, SSRA's are to be completed with a human health and ecological component.
3. Health Canada has produced other relevant guidance material and will continue to produce additional guidance specifically related to this program. Environment Canada will also be providing guidance related to the ecological component of risk assessment.
4. While some proposed guidance material is not available at present, consultants will be expected to use other published material to ensure the production of high quality PQRA's and SSRA's. If proposed guidance material is released during the course of the project, the Consultant will be responsible for including this in the PQRA's and SSRA's.
5. The factors to be considered in completing the risk assessments include: contaminants of concern, receptor identification, locations, exposure pathways and prediction of contaminant concentrations at receptor locations.
6. A memo outlining the findings of the risk assessment and recommended risk management strategies would be produced. Based on the outcomes of individual risk assessments, the consultant may also be required to complete addendums to revise remedial options analyses and RAPs.

4.2 Geotechnical Assessments

1. Geotechnical Assessments include the collection of geotechnical data to determine the structural integrity and ability of site structures/features.
2. Geotechnical Assessments/Inspections could be used, for example, to identify potential landfill locations, to determine the estimated capacity of borrow areas, or to determine the integrity of a dam.
3. Geotechnical Assessments/Inspections may involve, but are not limited to, testing to determine soil structure, subsurface water, depth to bedrock, soil water content, particle size distributions and moisture density relationship.
4. The assessments would require a written report documenting the results including (colour) figures detailing results.

4.3 Geophysical Assessments

1. Geophysical Assessments are non-intrusive assessments conducted to determine the location of subsurface anomalies and assist in their identification.
2. Geophysical Assessments could involve the use of a variety of subsurface imaging techniques (e.g. Ground penetrating radar (GPR), Electromagnetic (EM) Survey).

The assessments would require a written report documenting the results including (colour) figures detailing results

5.0 PROJECT DELIVERABLES

The deliverables include but are not limited to:

- .1 All documentation and submittals provided by Contractor.
- .2 All recorded minutes for each meeting presided over by the Resident Engineer.
- .3 All daily and weekly reports and schedule updates.
- .4 Site Safety Surveys.
- .5 All incident reports including Health and Safety related incidents.
- .6 Contractor Progress Claim Approval Letters as required.
- .7 As built documents.
- .8 Final Remediation Summary Report.
- .9 All other items as outlined in the specifications and drawings.
- .10 Quarterly Socio-Economic Statistics (Appendix E).
- .11 Construction Contract Administration.

6.0 ADMINISTRATIVE SERVICES

6.1 General

The Consultant shall maintain a high standard of professionalism and courtesy. The Consultant will provide the following general services as outlined below but not limited to:

- Attend project meetings as required during all phases of project delivery.
- Provide full coordination with work of other disciplines including environmental coordination, contracted engineering and specialist Consultants.
- Provide assistance with project scheduling, budget and cost control.
- Provide assistance with risk management.

6.2 Project Consultant Staff, Budget and Cost Controls

The Consultant shall clearly establish the project team and organizational structure and shall submit the names and responsibilities of each of the members of their staff that will be involved in the project. The Consultant shall designate one individual who will be responsible for overseeing the project and who will liaise with the PWGSC Project

Authority throughout the project. The Consultant will not be permitted to make personnel changes, without prior approval by the PWGSC Project Authority.

If a project scope change is anticipated, the Consultant must notify the PWGSC Project Authority in writing immediately. No additional or supplemental work shall be undertaken or in substitution of the work specified unless approved in writing by the Project/Contracting Authority.

Transportation from Qikiqtarjuaq to the FOX-D site and accommodations on site will be provided by the Remediation Contractor. The Consultant shall include all logistical requirements including transportation to and from Qikiqtarjuaq, as required, accommodation en route and other associated costs in their submission.

The approved budget for the project must not be exceeded unless otherwise approved by the Contract Authority and/or Project Authority followed by written confirmation. Effective cost estimating and cost control is of prime importance.

6.3 Project Management & Submission Documentation Standards

The Consultant will provide reports, and associated documentation including all annexes, tables and photographs as per deliverable format outlined below. The Consultant will be responsible for the cost of processing the project reports using the Consultant's own or contracted typing/word processing facilities. The Consultant will be responsible for all proof-reading. The CADD drawing format required for drawings is the AutoCAD native format with the DWG file extension, Release 2007 or later. All drawings are to be produced in the metric system of measurement.

The Consultant shall maintain contact with the PWGSC Project Authority throughout the contract. Draft and Final reports shall be submitted to the Project Authority. Submissions include one (1) electronic copy (Adobe Acrobat pdf) of the Draft Reports, and three (3) hard copies & three (3) electronic copies (CDs) (Adobe Acrobat pdf) of the Final Reports. All report figures and final site survey(s) are to be in AutoCAD format.

The Consultant will provide Draft Documents for review by the PWGSC Project Authority. Project Authority will provide comments within 2 weeks of submission. Provide written response to Project Authority's comments for each review.

Justification for any draft report comments that cannot or will not be addressed by the Consultant in the final reports must be provided to PWGSC in writing prior to submission of the final reports.

6.4 Scheduling

The project schedule will coincide with the Remediation Contractor's work schedule. This has yet to be finalized, however it will be shared with the Consultant upon receipt.

Provide a full time Resident Engineer on site for the duration of the remedial work as follows:

Mobilization and Site Preparation: Summer 2016
Year 1 Remedial Activities: Summer 2017
Year 2 Remedial Activities: Summer 2018
Demobilization: Summer 2018
Sea-Lift Demobilization of Equipment: Summer/Fall 2018

A proposed schedule for the completion of the work should be based on the above noted dates for the purpose of your proposal submittal.

The Draft Remediation Summary Report should be submitted no later than 2 months after the final demobilization is complete.

The Final Remediation Summary Report should be submitted no later than 1 month after comments are received on the Draft Report.

6.5 Special Requirements

- The Consultant will use a Canadian Association for Laboratory Accreditation Inc. (CALA) accredited laboratory. The Consultant is to include all applicable laboratory analyses costs plus applicable mark-up.
- The Consultant will use the metric system of measurement for calculations, drawings, etc.
- The information, data, material, etc. gathered as part of this study shall be treated as confidential and shall only be discussed with the Project Authority unless otherwise directed by the Project Authority.
- All of the drawing information produced by the Consultant shall be compatible with and capable of input to the CAD system in use at the PWGSC offices. Final reports for each project activity shall be provided in paper and electronic format.
- No acceptance or approval by the Project Authority, expressed or implied, will be deemed to relieve the Consultant of their professional or technical responsibility for the calculations, drawings, analytical results, or other material prepared or assembled by the Consultant, or for things required under this Agreement.
- The Consultant will refer queries on the project from the public, news media, etc. to the Project Authority.

6.6 Terms of Payment

Invoices will be submitted to the Project Authority on a monthly basis. The final invoice shall be submitted within 2 weeks of the acceptance of the final report.

The Consultant shall provide invoices in the format defined in Appendix G, Tables G1 to G3.

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NCS-5-38375

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APPENDIX A SITE LOCATION



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APPENDIX B SITE SAFETY SURVEY



Site Safety Survey

Section 1			
Site #	Site Name	Date of Survey	Time of Survey
Location	Surveyor	Survey of	

Section 2									
Yes	No	N/A	Site Health and Safety/Certification Information	Yes	No	N/A	Wildlife Mitigation		
			Emergency Response Numbers Present Posted (Posted in a Heavy Traffic Area of Camp)				Wildlife Monitors Present and/or in Contact via Radio Communication with All Working Groups		
			Contact List and Location of Site Medic, Medic Facilities and Site Safety Officer posted				Wildlife Monitors Carrying Firearms are FAC certified		
			Site Specific Health and Safety Plan Present and Available Complete with: <ul style="list-style-type: none"> • Emergency Response Plan • Wildlife Management Plan • Spill Contingency Plan 				Wildlife Management Plan in Place, to include but not limited to: <ul style="list-style-type: none"> • Proper waste storage and disposal • Proper fishing/hunting policies posted and implemented 		
			Land Use Permit Posted				Wildlife Encounter Procedures in Place		
			Water License Posted				Wildlife Monitor Firearms Have Been Tested and are Functional		
			Camp Rules Posted				Wildlife Monitor Firearms are stored properly when not in use		
			Camp Electrical/Fire Inspection Certificate Posted				Non Lethal implements provided to Wildlife Monitors:		
			Record of All Workers on Site Having Taken Worker Orientation Seminar (WOS)						
			Other:				Other:		
Comments:				Comments:					
Yes	No	N/A	Training and Certification	Yes	No	N/A	Hazardous Materials Storage		
			All Workers/Working Groups Have Radio Communication Capability.				Placards in Place		
			Workers Present Know Where Site Specific Health and Safety Plan is Available on Site.				Person to Complete TDG Coordination and Forms has TDG Certification		
			Workers have Required Training for Assigned Work Activities:				Hazardous material storage: inventory and storage areas are logged		
			First Aid				PCB Storage Area:		
			TDG –				Storage Area Secure		
			WHMIS –				Authorized Personnel Only		
			Asbestos				PCB Binder Up to date		
			HAZWOPER –						
			PCB Abatement						
			Demolition Specialization						
			Other:				Other:		
Comments:				Comments:					
Yes	No	N/A	Environmental	Yes	No	N/A	WHMIS		
			No Visible Oil Releases and/or Staining Present				No Unlabelled Chemicals Observed		
			Waste Management Program in Place				MSDS sheets available		
			Housekeeping Program in Place/Clean and Orderly				Products Effectively Stored and Anchored (Where Applicable)		
			Spill Kits Available				Flammables Stored in Secure Non-Combustible Cabinet		
			Other:				Other:		
Comments:				Comments:					



Yes	No	N/A	Fuel and Materials Storage	Yes	No	N/A	Compressed Gas & Propane Cylinders
			Secondary Containment Provided for Fuel Storage where required				Stored Upright and Secured
			Tanks Labeled with EC Registration Stickers				Caps in Place When Not in Use
			Properly Sized Spill Kit Available, as per LUP				Removed from Work Area When Empty
			Racks and Shelves Provided				Shut off at Bottle When Not Used
			Storage Areas Orderly				Equipment and Hoses in Good Repair
			Stacked Material Secured				Stored Away from Electrical Contact
			Pallets Stacked Securely				Not Stored in Stairways and Egress Routes
			Chemicals Properly Labeled and Properly Secured				Flashback Arrestors in Place
			Single Walled Tanks below Volume Threshold Requiring Secondary Containment, as per LUP				No Smoking Sign Posted and/or properly identified
			No Bottom Feed Tanks Present				Storage Racks Are Noncombustible (Steel)
			Fuel Tanks Are Protected from Traffic				Other:
			Other:				Other:
Comments:				Comments:			
Yes	No	N/A	Vehicles and Mobile Equipment	Yes	No	N/A	Fire Prevention
			Equipment Maintenance Program in Place				Emergency Fire Equipment Available
			Warning devices operative (lights, back-up alarms)				Trained Fire Response Personnel in Place
			Speed limit observed				Extinguishers Available/Adequate and Identified
							"No Smoking" Posted As Required
			Extinguishers Installed/Inspected				Fire Drills Conducted
			Daily Pre-Operation Inspections Conducted (Log books completed /Walk Around Procedures)				Combustibles Properly Stored
							Smoking in Designated Areas Only
			Two-Way Radios in Use				Fire Alarm System in Place
			Hand Signal Procedures in Place				Fire extinguishers tested monthly (check to see if they are Labeled, charged and in working condition)
			Vehicles Are Generally Clean (Windows Free from Dust/Mud)				Fire blankets available where required
			Beacon and Buggy Whips Present on Vehicles (*Required at Mines Act Sites)				Records of fire extinguishers being serviced available
			Wheel Chocks in Place When Equipment in Park(*Required at Mines Act Sites)				Protection from welding flash in place
			Other:				Other:
Comments:				Comments:			
Yes	No	N/A	At Risk Behaviors	Yes	No	N/A	Other Requirements/Specialties etc.
			Failing to Use Adequate Personal Protection Equipment				Confined Spaces Identified
			Working Unsafely				Accident Prevention, Investigation and Reporting Program Apparent and in Place
			Unsafe Use of Tools or Equipment				Records of Safety Meetings and Tailgate Meetings Present
			Unsafe Conditions Present (please list)				Proper welding procedures in place
			Visible Signs of Drugs or Alcohol Use				Proactive HSE Items/Programs in Place
			Camp Rules not being followed				Racks and shelves provided
							Storage areas orderly
							Stretcher on site
							Appropriate Emergency Medical Transportation available on-site
							Adequate First Aid supplies present and First Aid attendant on site

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APPENDIX C DAILY REPORT

Project Daily Report

Client:	PWGSC	Report No.:	48
Project:	CAM-A Environmental Site Remediation		
Project No.:	60300481	PWGSC Project No.:	xxxxx
Contractor:	xxxxx	Site Superintendent:	xx xxxxx
Location:	CAM A (Sturt Point)		
Day:	Friday	Date:	July 18, 2014
Temperature:	5 C 3 C	From:	7:00 AM 7:00 PM
Report by:	xxxx	Weather:	Rain, windy (>55 kph with gusts >90 kph)

Number of Personnel On-Site :

Company	Total # Workers	Total # Inuit - Beneficiary of the NLCA	Notes
xxx	2	0	
xxx	14	7	
PWGSC or AANDC	0	0	
Total	16	7	

Accidents/Incidents/H&S Issues

None

Description

Site Services and Maintenance

Regular camp services being provided.

Road Maintenance: General road maintenance ongoing.

Remediation

Granular Production:
Borrow development at BA-13.

Demolition / Hazmat Removal:
None.

Waste Collection & Disposal:
None.

Buried Debris Areas:
Landfill regrade underway (Landfill A).

Contaminated Soil Excavation:
Tier II soil excavation completed to approximate design limits; waiting confirmatory sample results before backfilling.
Type B soil excavation completed to approximate design limits; confirmatory sampling indicates further excavaton required.

Type B PHC Soil Treatment:
Soil samples submitted to laboratory; confirmatory sampling indicates soils are below applicable objectives.

Other:
Transport of various materials from Camp Area to beach area and TSA for eventual barge transport.
Transport of excess granular material from BA-15 to barge landing.

Communications/Submissions

None

Environmental Inspection

None.

Notes

Flights: None

Casual meals: None

Wildlife sightings: Various Birds (Geese, Gulls, Ducks and Sandpipers), Rabbits

Vehicles and Heavy Equipment Use:

No	Description	Comments	Hrs
1	CAT D6M Dozer	Landfill A Regrade	12
1	Komatsu PX31 Dozer	Landfill A (idle)	0
1	CAT 330 Excavator	Loading for Landfill Regrade	12
1	CAT 950G Loader	Camp Area (idle)	0
1	CAT 950B Loader	Camp Area (idle)	0
1	Kenworth Fuel Truck	Refuelling Runs	2
1	Tow-Behind Packer	Landfill A (idle)	0
1	Terex TA-27 Rock Truck	Landfill A Regrade	12
1	Terex TA-27 Rock Truck	Landfill A Regrade	12
1	Ford F250 Flat-Deck Pickup w/ Water Tank	Water Run	2
4	Ford F350 Pickup	Various Use Throughout Site	12
3	Quad ATV	Various Use Throughout Site	12
1	Quad ATV	Various Use Throughout Site	12
1	John Deere Gator ATV	Various Use Throughout Site	12
1	Kubota ATV	Various Use Throughout Site	12
1	Kubota ATV	Various Use Throughout Site	12

Project Daily Photo Record:



Picture 1: Landfill A Regrade.



Picture 2: Borrow Area BA-13.



Picture 3: Transport of Excess Material from BA-15.



Picture 4: Barge Landing Restoration.

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APPENDIX D POST CONSTRUCTION SUMMARY REPORT

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APPENDIX E

QUARTERLY REPORTING FORM

Worksheet 3 - Project Statistics

Supplier Name	

Categories	Metrics	Quarter: <u> 1 </u>
EHS Performance		
Incidents, Inspections and Audits		
Safety Incidents	Major Incident	# of incidents
	Moderate Incident	# of incidents
	Minor Incident	# of incidents
	Near misses	# of near misses
Environmental Incidents	Environmental Incidents	# of incidents
		Spill Volume (L)
Inspections / Audits	Inspections/Audits (external)	# performed
		# non-compliances
	Inspections/Audits (internal)	# performed
		# non-compliances
Other Corrective Actions	New procedures	# procedures
	Other initiatives	# initiatives
Consultations, Engagements and Media Events		
Events	Consultations	#
		# persons
	Community Engagements	#
		# persons
	Media Events	#

Notes:

1) Please specify the current quarter, and enter metrics values in this column.

Glossary

Term:	Definition:
Aboriginal Employee	Section 35 of the Constitution Act recognizes three groups of Aboriginal people (Indians, Métis and Inuit) as descendants of the original inhabitants of North America. For the purposes of the socio-economic employment and training data, the Aboriginal Employee categories include First Nation, Inuit and/or Métis individuals who are working, either on-site or off-site, performing services related to the project for a contractor, subcontractor or supplier who has a contract with AANDC or PWGSC to do work related to the project. Aboriginal employees of AANDC or PWGSC are not included in this category.
Aboriginal Opportunities Consideration (AOC)	Point-rated evaluation criteria used within a competitive solicitation process which evaluate Bidders on the basis of the type and extent of commitments made to maximizing Aboriginal participation within the resulting contract work. Bidders are required to submit an AOC proposal demonstrating their proposed approach to implementing this component. Upon Award, the successful Bidder's proposed AOC target become a firm commitment under the contract.
Aboriginal Supplier	As defined by the Procurement Strategy for Aboriginal Business, an enterprise that is: a sole proprietorship, limited company, co-operative, or not-for-profit organization in which Aboriginal persons have majority ownership and control (meaning at least 51 percent), and in which, in the case of a business enterprise with six or more full time employees, at least 33 percent of the full-time employees are Aboriginal persons, or, a joint venture or consortium in which an Aboriginal business or Aboriginal businesses as defined above have at least 51 percent ownership and control.
Awareness – EHS Policy and Procedures Training	General training, provided to all individuals working on the project site, related to the Environmental Health and Safety (EHS) policies and procedures that apply to the site
Environmental Incident	A release or spill that is reportable as stipulated in federal or territorial legislation or in a license or permit applicable to the project. Resources to determine whether a spill or release needs to be reported can be found through the following resources: <ul style="list-style-type: none"> • Yukon – See Schedule A of the Spill Regulations of the Environment Act. Please see: http://www.env.gov.yk.ca/environment-you/spills.php • Northwest Territories – See Schedule B of the Spill Contingency Planning and Reporting Regulations. Please see: https://www.justice.gov.nt.ca/en/files/legislation/environmental-protection/environmental-protection_r2.pdf • Nunavut - See Schedule B of the Spill Contingency Planning and Reporting Regulations. Please see: http://www.justice.gov.nu.ca/apps/fetch/download.aspx?file=%2fapps%2fuploads%2ffiles%2fconsolidated+law%2foriginal%2fenvironmental+protection+act%2f633404216383300000-682918185-reg558.pdf • Federal – For releases, Sections 95, 169, 179 and 212 of the Canadian Environmental Protection Act, 1999 (CEPA, 1999). For environmental emergencies, Section 201 of CEPA, 1999. For an unauthorized deposit of a deleterious substance in water frequented by fish or a serious and imminent danger of such an occurrence, Subsection 38(5) of the Fisheries Act. Please see: https://www.ec.gc.ca/ee-ue/default.asp?lang=En&n=FED2E58C-1
First Aid Training	Emergency First Aid, Wilderness First Aid, Cardiopulmonary Resuscitation (CPR) Level C training provided to all individuals working on the project site.
HAZWOPER Training	Occupational Safety and Health Administration (OSHA, USA) Hazardous Waste Operations and Emergency Response (HAZWOPER) training provided to all individuals working on the project site.
Inspections/Audits (external)	An environmental, health and safety site inspection or audit performed by a third party expert (e.g. a representative of an authority that has jurisdiction over the site or a consultant hired by AANDC).
Inspections/Audits (internal)	An environmental, health and safety site inspection or audit performed by AANDC staff.
Major Incident	An incident resulting from activities performed at the project site that results in a severe and irreversible disability, impairment, injury, illness or fatality to an individual or individuals.
Media Events	Any radio, television, social media, Internet or newspaper reports and/or media tours that cover the project.
Minor Incident	An incident resulting from activities performed at the project site that results in injury or illness that inconveniences an individual or individuals.
Moderate Incident	An incident resulting from activities performed at the project site that results in a reversible disability, impairment, injury or illness that temporarily alters the lives of an individual or individuals.
Near Misses	An unplanned incident resulting from activities performed at the project site, which did not result in any disability, impairment, injury, illness or fatality, but had the potential to do so.
Northern Employee	A person with permanent residence of greater than six months in any of the three territories. Does not include employees of AANDC or PWGSC.
Northern Supplier	A company with a head office, or other regional office, in any of the three territories.
Quarter	Q1 = April to June (inclusive), Q2 = July to September (inclusive), Q3 = October to December (inclusive), Q4 = January to March (inclusive)
WHMIS Training	Workplace Hazardous Materials Information System (WHMIS) training provided to all individuals working on the project site.
Consultation	Formal Consultations that fulfill the Duty to Consult requirements related to the potential or established Aboriginal or Treaty rights recognized and affirmed in section 35 of the Constitution Act, 1982. The specific requirements for formal Consultation are outlined in the Government of Canada document: Aboriginal Consultation and Accommodation Updated Guidelines for Federal Officials to Fulfill the Duty to Consult (March 2011). Please see: http://www.aadnc-aandc.gc.ca/eng/1100100014664/1100100014675

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APPENDIX F EXAMPLE PERMITS



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NUNAVUT WATER BOARD
NUNAVUT IMALIRIYIN KATIMAYIT
OFFICE DES EAUX DU NUNAVUT

File No.: **1BR-DPI1217**

October 18, 2012

Natalie Plato, Director
Stephen Hooey, Project Manager
Department of Indian Affairs and Northern Development
Contaminated Sites Division
P.O. Box 2200
Iqaluit, NU X0A 0H0
E-mail: natalie.plato@aandc.gc.ca
Email: Stephen.hooey@aandc.gc.ca

RE: NWB LICENCE No. 1BR-DPI1217

Dear Ms. Plato and Mr. Hooey:

Please find attached Licence No. **1BR-DPI1217** issued to the Department of Indian Affairs and Northern Development ((DIAND) or Indian and Northern Affairs Canada (INAC) or Aboriginal Affairs and Northern Development Canada (AANDC)) by the Nunavut Water Board (NWB) under **Motion #: 2012-B1-008** pursuant to its authority under Article 13 of the *Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada*. The terms and conditions of the attached Licence related to water use and waste disposal are an integral part of this approval.

If the Licensee contemplates the renewal of this Licence, it is the responsibility of the Licensee to apply to the NWB for its renewal. The past performance of the Licensee, new documentation and information, and issues raised during a public hearing, if the NWB is required to hold one, will be used to determine the terms and conditions of the Licence renewal. Note that if the Licence expires before the NWB issues a new one, then water use and waste disposal must cease, or the Licensee will be in contravention of the Nunavut Land Claims Agreement. However, the expiry or cancellation of a licence does not relieve the holder from any obligations imposed by the licence. The NWB recommends that an application for the renewal of this Licence be filed at least three (3) months prior to the Licence expiry date.

If the Licensee contemplates or requires an amendment to this licence, the NWB may decide, in

the public's interest, to hold a public hearing. The Licensee should submit applications for amendment as soon as possible to give the NWB sufficient time to go through the amendment process. The process and timing may vary depending on the scope of the amendment; however, a minimum of sixty (60) days is required from time of acceptance by the NWB. It is the responsibility of the Licensee to ensure that all application materials have been received and are acknowledged by the Manager of Licensing

The NWB strongly recommends that the Licensee consult the comments received from interested persons on issues identified. These comments are attached for your information.¹

Sincerely,



Thomas Kabloona
Nunavut Water Board
Chair

TK/sj/pb

Enclosure: Licence No. **1BR-DPI1217**
Comments – AANDC, EC

Cc: Qikiqtani Distribution List

¹ Aboriginal Affairs and Northern Development Canada (AANDC), May 30, 2012 and July 23, 2012; and Environment Canada (EC), May 30, 2012 and July 20, 2012.



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NUNAVUT WATER BOARD
NUNAVUT IMALIRIYIN KATIMAYIT
OFFICE DES EAUX DU NUNAVUT

DECISION

LICENCE NUMBER: 1BR-DPI1217

This is the decision of the Nunavut Water Board (NWB) with respect to an application for a new Licence received on February 29, 2012 and made by:

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT (DIAND)

to allow for the use of water and disposal of waste during camp operations and site remediation activities associated with the Durban Island (FOX-E) and Padloping Island Remediation Projects. The Durban Island and Padloping Island project sites are located 95 and 75 kilometres, respectively, southeast of Qikiqtarjuaq within the Qikiqtani Region of Nunavut, generally at the following geographical coordinates:

Latitude: 67°05'08" N	Longitude: 62°12'20" W
Latitude: 67°06'08" N	Longitude: 62°08'22" W
Latitude: 67°05'28" N	Longitude: 62°05'49" W
Latitude: 67°04'02" N	Longitude: 62°10'50" W (Durban Island Project Extents)
Latitude: 67°02'52" N	Longitude: 62°45'05" W
Latitude: 67°02'52" N	Longitude: 62°42'50" W
Latitude: 67°02'22" N	Longitude: 62°40'54" W
Latitude: 67°02'04" N	Longitude: 62°44'22" W (Padloping Island Project Extents)
Latitude: 67°04'20" N	Longitude: 62°10'30" W (Durban Island Camp – Option 1)
Latitude: 67°05'51" N	Longitude: 62°08'10" W (Durban Island Camp – Option 2)
Latitude: 67°02'15" N	Longitude: 62°42'45" W (Padloping Island Camp)

DECISION

After having been satisfied that the application was for a location within an area in which there is no Land Use Plan² and subject to a 12.4.4(a) Screening Decision by the Nunavut Impact Review Board³ in accordance with Article 12 of the *Nunavut Land Claim Agreement* (NLCA), the NWB decided that the application could proceed through the regulatory process. In accordance with s.55.1 of the

² NPC Conformity Determination, February 28, 2012.

³ NIRB Screening Decision, April 30, 2012.

Nunavut Waters and Nunavut Surface Rights Tribunal Act (NWNSRTA) and Article 13 of the NLCA, public notice of the application was given and interested persons were invited to make representations to the NWB.

After reviewing the submission of the Applicant and representations made by interested persons, the NWB, having given due regard to the facts and circumstances, the merits of the submissions made to it and to the purpose, scope and intent of the NLCA and of the NWNSRTA, decided to waive the requirement to hold a public hearing and determined that:

Licence Number 1BR-DPI1217 be issued subject to the terms and conditions contained therein. (Motion #: 2012-B1-008)

SIGNED this 18th day of October 2012 at Gjoa Haven, NU.



Thomas Kabloona
Nunavut Water Board
Chair

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INTRODUCTION

The Durban Island and Padloping Island Remediation Projects are located on southeast Baffin Island within the Qikiqtani Region of Nunavut. Durban and Padloping Islands are situated approximately 95 and 75 kilometres, respectively, southeast of the Hamlet of Qikiqtarjuaq. The Durban Island Project site is a former Intermediate Distant Early Warning (DEW) Line site, constructed in 1957 by the Department of National Defence and operated until 1963. In 1965, following abandonment, the site became the responsibility of Indian and Northern Affairs Canada (INAC). The Padloping Island Remediation Project site contains a former weather station, constructed by the United States Air Force in 1943. The site was subsequently operated by the Canadian Department of Transportation and it eventually closed in 1956.

In the summer of 2010, AECOM completed Phase III Environmental Site Assessments (ESA) for both sites following which Remedial Action Plans (RAP) were developed. To assist in achieving the objectives outlined in the RAP, AANDC (Applicant or Proponent) submitted to the Nunavut Water Board (NWB) for consideration a water licence application (Application) in support of the following activities proposed for the Durban (FOX-E) Island and Padloping Island Remediation Projects, which are scheduled to commence in 2012:

- Mobilization of equipment and supplies to site by sealift and helicopter to Padloping and Durban Islands;
- Construction of a main camp on Durban Island and a secondary camp on Padloping Island;
- Construction of a sewage lagoon at both sites;
- Excavation of borrow materials for road construction and site grading;
- Upgrades to the steep road at Durban Island and smaller access roads on Padloping Island;
- Collection, sorting and crushing of barrels and debris from both sites;
- Packaging and stockpiling of hazardous and non-hazardous waste for removal by sealift;
- Removal of the remains of two barges near the shoreline on Padloping Island;
- Removal of various buried debris from Padloping Island and regarding of excavated areas;
- Construction of a hydrocarbon treatment ‘landfarms’ on Durban Island and Padloping Islands; and
- Demobilization from both sites, including removal of all stockpiled material.

PROCEDURAL HISTORY

The NWB received the following documents, as part of the Application from AANDC, in support of the Durban (FOX-E) Island and Padloping Island Remediation Projects:

- Cover letter dated February 24, 2012, received February 28, 2012;
- General Water Licence Application, received February 28, 2012;
- Durban Island & Padloping Island Remediation Project Description, English & Inuktitut;
- Executive Summaries, English & Inuktitut;
- Remediation Action Plan, received February 28, 2012;
- Durban Island Phase III ESA, received March 29, 2012;
- Padloping Phase III ESA, received March 29, 2012;

- Confirmation from NPC no conformity required, dated February 28, 2012;
- Application to NIRB, English and Inuktitut, dated February 28, 2012; and
- NIRB Notice of Part 4 Screening, dated March 22, 2012

On April 30, 2012 the Board distributed the Application to interested persons for a thirty-day comment and/or review period with the deadline for submission being set for May 30, 2012. Prior to the deadline for comments, submissions were received from AANDC Water Resources Division and Environment Canada (EC). AANDC – Water Resources Division recommended that the proponent submit for Board approval the Spill Contingency Plan(s) for the project before commencing remediation activities. EC provided several comments and recommendations aimed at ensuring that any potential adverse effects of the project are minimized.

On July 27, 2012, the Applicant submitted a copy of the Spill Contingency Plan (SCP) for the project, which the NWB distributed to interested parties for comments/review. Comments related to the SCP were received from AANDC and EC.

The proposed remediation project consists of two independent and separate sites; however, the proponent has requested that the Board consider issuing one licence that would capture the scope of activities under both of the sites. To support its position, the proponent stated that given the proximity of the two sites, a single licence will assist in allowing for efficiencies and cost saving that can be realized by awarding a combined contract for the remediation of the sites.

It should be noted that it is very unusual for the Board to issue one licence for two project sites that are not inextricably linked to each other. However, given that the proponent has chosen the “Walk-Away” option so as to minimize the scope of facilities and or activities associated with remediating the sites and that the proponent will be awarding a single contract for both project sites which may require overlapping of contractor personnel, camp use and waste disposal activities, the Board has decided to issue one licence for this particular case. However, the Board does not encourage and is not inclined to consider a similar type of approach in the future.

GENERAL CONSIDERATIONS

A. Term of the Licence

In accordance with the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* s. 45, the NWB may issue a licence for a term not exceeding twenty-five years. The applicant requested a five-year term for this licence, which the NWB believes is consistent with and appropriate for the type of activities proposed in the application. The Board has therefore granted the five-year term that the Licensee requested.

B. Annual Report

Under the reporting section in the Licence, Part B, Item 1, the Licensee is required to submit, on an annual basis, a report that pertains to water use and waste deposition. This information is made available to interested persons upon request. In addition, the NWB maintains annual reporting information in its public registry, and copies of annual reports can be accessed by the

public through the NWB's ftp site using the following link (username: "public" and password: "registry"): http://www.nunavutwaterboard.org/en/public_registry

C. Water Use

The proponent has requested thirty-six (36) cubic metres of water *per* day for domestic and miscellaneous uses as identified in the application for the Durban Island and Padloping Island Remediation Projects, received February 29, 2012: 18 cubic metres of water to be allocated to each of the project sites. Water for the purposes outlined in the application will be obtained from a fresh water lake proximal to the secondary camp facility on Padloping Island and from two streams and a blast hole proximal to the main camp facility on Durban Island. The NWB has determined that the quantity of water that is requested is appropriate for the type of undertaking and has set maximum water use for all purposes under this Licence at thirty-six (36) cubic metres *per* day under Part C, Item 1 of the Licence.

D. Deposit of Waste

Borrow Sources and Quarries

The Licensee has indicated that Borrow Materials and quarry sources will be required for road construction and site grading activities. Conditions have been included in the Licence, under Part D, requiring that geochemical analyses be carried out on potential borrow sources and quarry sites to determine acid generating and metal leaching potential prior to the use of such materials. In cases where it is determined that the materials are suitable for use, the Licensee is required to implement adequate drainage control measures at the sites used to source aggregates so as to prevent or minimized sediment loading into nearby freshwater water bodies.

Non-Hazardous Waste

The Licensee has stated that non-hazardous waste, including solid waste and buried debris, will be packaged and shipped off-site for disposal at approved facilities the southern Canada. As a result, the scope of remediation activities does not include the construction of non-hazardous waste landfills. Conditions have been included under Part D in the Licence to ensure that appropriate measures are developed and implemented for the storage and shipment of waste originating from both projects.

Hazardous Waste

The Licensee has proposed to package and ship to approved facilities in the south all hazardous waste including waste oil, items contaminated with PCBs and heavy metals, and Tier I and Tier II contaminated soil. It should be noted that all hazardous wastes must be handled in accordance with applicable regulations including the *Transportation of Dangerous Goods Act*. The Licensee is required, under Part D to dispose of all hazardous substances and/or materials at approved facilities.

Landfarm

According to information provided in the application, the Proponent plans to construct a Hydrocarbon Impacted Soil Facility (Landfarm Facility) on each of the project sites, Durban Island and Padloping Island, to treat Type B hydrocarbon contaminated soil. It is anticipated that

soil from each Landfarm Facility will be treated to meet criteria specified in INAC's *Abandoned Military Site Remediation Protocol (2009)*. Requirements for each Landfarm Facility have been included under Part D in the Licence. In addition, for-construction engineering design drawings for each facility are required at least sixty (60) days prior to construction under Part H, Item 1 in the Licence.

Sewage Disposal Facility

The Licensee has proposed to construct a two-cell Sewage Treatment Facility (Sewage Lagoons) at the Durban Island Project site and the Padloping Island Project site, to treat sewage and greywater generated by personnel carrying out the remediation activities for the sites. Criteria governing the quality of the effluent are included under Part D, Item 11 in this Licence. For-construction engineering design drawings are required for each Sewage Treatment Facility at least sixty (60) days prior to construction as indicated under Part H, Item 1

E. Spill Contingency Planning

Subsequent to submitting the water licence application, the Proponent submitted a Spill Contingency Plan (SCP) under Part I, Item 1, which the Board has approved under this Licence. The Licensee is required to submit with the 2012 Annual Report an addendum to the Spill Contingency Plan that addresses the comments provided by intervening parties during the public review period for the plan.

F. Abandonment and Restoration

The Board has approved, under Part J, Item 1, the Plan entitled "Remedial Action Plan FOX-E, Durban Island Intermediate Dew Line Site," dated March 2011 and the "Final Remediation Action Plan, Padloping Island, Former US Coast Guard Weather Station," dated March 2011, that were submitted as additional information with the application. The Licensee is required to submit to the Board for review, any revision to the Plans undertaken throughout the life of the project.

G. Monitoring

Conditions have been included within the Licence, under Part K, requiring the Licensee to install Monitoring Stations at the Sewage Treatment Facility, waste segregation and storage area(s), Landfarm Facility, and Water Supply Facility. In addition, the Licensee is required to submit to the Board for review, a Quality Assurance/Quality Control (QA/QC) Plan. The Plan must receive approval from an analyst confirming that the plan is acceptable. All of the monitoring results and analyses involving the results are to be provided to the NWB as part of the annual reporting requirements. This requirement is included under Part K in the Licence.

Although the "Walk Away" option has been selected, the Board has, nevertheless, included under Part K, Item 1 in the Licence, a condition requiring the Licensee to submit, if necessary, a Long-Term Monitoring Plan to the Board for approval at least sixty (60) days prior to initiating long-term monitoring activities.

H. Operations and Maintenance

The Licensee is required to submit to the Board for approval, under Part E, Item 2, at least sixty (60) days prior to the commissioning of each Landfarm Facility, Sewage Treatment Facility, and Water Supply Facility, an Operation and Maintenance (O&M) Manual that includes O&M procedures for operating the facilities approved under this Licence.

The Board, having considered the Application, interveners' comments and the nature of the undertaking, has accordingly set terms and conditions in this Licence to govern the use of water and the disposal of wastes during the proposed undertaking.



**NUNAVUT WATER BOARD
WATER LICENCE**

Pursuant to the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* and the *Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada*, the Nunavut Water Board, hereinafter referred to as the Board, hereby grants to

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT (DIAND)

(Licensee)

P.O. BOX 2200, IQALUIT, NUNAVUT X0A 0H0

(Mailing Address)

hereinafter called the Licensee, the right to alter, divert or otherwise use water for a period subject to restrictions and conditions contained within this licence:

Licence Number/Type: 1BR-DPI1217 Type "B"

Water Management Area: NUNAVUT 05

Location: FOX-E DURBAN ISLAND AND PADLOPING ISLAND
REMEDICATION PROJECTS
QIKIQTANI REGION, NUNAVUT

Classification: INDUSTRIAL – TYPE "B"

Purpose: DIRECT WATER USE AND DEPOSIT OF WASTE

Quantity of Water use not
to Exceed: THIRTY-SIX (36) CUBIC METRES PER DAY

Date of Licence Issuance: OCTOBER 18, 2012

Expiry of Licence: OCTOBER 31, 2017

This Licence, issued and recorded at Gjoa Haven, Nunavut, includes and is subject to the annexed conditions.

**Thomas Kabloona,
Nunavut Water Board, Chair**

PART A: SCOPE, DEFINITIONS AND ENFORCEMENT

1. Scope

This Licence allows for the use of water and the disposal of waste for an undertaking classified as Industrial at the Durban Island and Padloping Island Remediation Projects. The Durban Island and Padloping Island Project sites are located approximately 90 and 75 kilometres, respectively, southeast of Qikiqtaguarq, within the Qikiqtani Region, Nunavut.

- a. This Licence is issued subject to the conditions contained herein with respect to the taking of water and the depositing of waste of any type in any waters or in any place under any conditions where such waste or any other waste that results from the deposits of such waste may enter any waters. Whenever new Regulations are made or existing Regulations are amended by the Governor in Council under the Nunavut Waters and Nunavut Surface Rights Tribunal Act, or other statutes imposing more stringent conditions relating to the quantity or type of waste that may be so deposited or under which any such waste may be so deposited, this Licence shall be deemed, upon promulgation of such Regulations, to be subject to such requirements; and;
- b. Compliance with the terms and conditions of this Licence does not absolve the Licensee from responsibility for compliance with the requirements of all applicable Federal, Territorial and Municipal legislation.

2. Definitions

In this Licence: 1BR-DPI1217

“**Act**” means the *Nunavut Waters and Nunavut Surface Rights Tribunal Act*;

“**Addendum**” means the supplemental text that is added to a full plan or report usually included at the end of the document and is not intended to require a full resubmission of the revised report;

“**Amendment**” means a change to original terms and conditions of this Licence requiring correction, addition or deletion of specific terms and conditions of the Licence; modifications inconsistent with the terms of the set terms and conditions of the Licence;

“**Analyst**” means an Analyst designated by the Minister under Section 85 (1) of the *Act*;

“**Appurtenant undertaking**” means an undertaking in relation to which a use of waters or a deposit of waste is permitted by a licence issued by the Board;

“**Board**” means the Nunavut Water Board established under the *Nunavut Land Claims Agreement*;

“**Borrow Sources**” mean sources of aggregates used for the development of roads and site other infrastructure and/or for purposes as described in the “Abandon Military Site Remediation Protocol” (INAC 2009);

“**Chief Administrative Officer**” means the Executive Director of the Nunavut Water Board;

“**Effluent**” means treated or untreated liquid waste material that is discharged into the environment from a structure such as a settling pond or following a treatment process;

“**Engineer**” means a professional engineer registered to practice in Nunavut in accordance with the *Consolidation of Engineers and Geoscientists Act S. Nu 2008, c.2* and the *Engineering and Geoscience Professions Act S.N.W.T. 2006, c.16 Amended by S.N.W.T. 2009, c.12*;

“**Final Discharge Point**” means the point at which the Licensee no longer exerts care and/or control over the quality and/or quantity of the effluent from a treatment process;

“**Greywater**” means all liquid wastes from showers, baths, sinks, kitchens and domestic washing facilities, but does not include toilet wastes;

“**Hazardous waste**” means waste classified as “hazardous” by Nunavut Territorial or Federal Legislation, or as “dangerous goods” under the *Transportation of Dangerous Goods Act* at the time of clean-up;

“**Inspector**” means an Inspector designated by the Minister under Section 85 (1) of the *Act*;

“**Landfarm Facility**” means the facility designed and constructed to bio-remediate Type B soil at the Durban Island Project site, as described in the application received February 29, 2012;

“**Landfarm Facility**” means the facility designed and constructed to bio-remediate Type B soil at the Padloping Island Project site, as described in the application received February 29, 2012;

“**Licensee**” means the individual or organization to which Licence 1BR- DPI1217 Type “B” is issued or assigned;

“**Modification**” means an alteration to a physical work that introduces a new structure or eliminates an existing structure and does not alter the purpose or function of the work, but

does not include an expansion;

“**Monitoring Program**” means a program established to collect data on surface water and groundwater quality to assess impacts to the environment of an appurtenant undertaking.

“**Nunavut Land Claims Agreement**” (NLCA) means the “*Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada,*” including its preamble and schedules, and any amendments to that agreement made pursuant to it;

“**Regulations**” means the *Northwest Territories Water Regulations sor/93-303 8th June, 1993*, omitting Section 5, Water Use or Waste Deposit without a Licence;

“**Sewage**” means all toilet wastes and greywater;

“**Sewage Treatment Facility**” comprises the area and engineered structures designed for the containment and/or treatment of sewage generated at the Durban Island Project site as outlined in the application received February 29, 2012;

“**Sewage Treatment Facility**” comprises the area and engineered structures designed for the containment and/or treatment of sewage generated at the Padloping Island Project site as described in the application received February 29, 2012;

“**Solid Waste**” means non-hazardous waste and Type-A soil;

“**Spill Contingency Plan**” means a Plan developed to deal with unforeseen petroleum and hazardous materials events that may occur during the operations conducted under the Licence;

“**Sump**” means an excavation in impermeable soil for the purpose of catching or storing water or waste;

Tier I Soil means soil containing contaminant concentrations within the types and ranges defined as DCC Tier I in Appendix E of the NTI Agreement, including its preamble and schedules, and any amendments made pursuant to that agreement (see Table No.1);

Tier II Soil means soil containing contaminant concentrations within the types and ranges defined as DCC Tier II in Appendix E of the NTI Agreement including its preamble and schedules, and any amendments to made pursuant to that agreement (see Table No.1);

“**Type A Soil**” means soil contaminated with hydrocarbons in which the primary petroleum product present in the soil as determined by laboratory analysis consists of lubricating oil and grease (F3 – F4 Fractions);

“Type B Soil” means soil contaminated with hydrocarbons in which the primary petroleum product present in the soil as determined by laboratory analysis consists of fuel oil and/or diesel fuel and /or gasoline (F1 – F2 Fractions);

“Toilet Wastes” means all human excreta and associated products, but does not include greywater;

“Waste” means, as defined in S.4 of the *Act*, any substance that, by itself or in combination with other substances found in water, would have the effect of altering the quality of any water to which the substance is added to an extent that is detrimental to its use by people or by any animal, fish or plant, or any water that would have that effect because of the quantity or concentration of the substances contained in it or because it has been treated or changed, by heat or other means;

“Water Supply Facility” consisting of intake structure, transport equipment and other infrastructure designed to collect and supply water for the Durban Island Project site as described in the Water Licence Application for the Durban Island and Padloping Island Remediation Projects, received February 29, 2012;

“Water Supply Facility” consisting of intake structure, transport equipment and other infrastructure designed to collect and supply water for the Padloping Island Project site as described in the Water Licence Application for the Durban Island and Padloping Island Remediation Projects received February 29, 2012;

“Waste Disposal Facilities” means all facilities designated for the disposal and/or treatment of waste including the Sewage Treatment Facility and Landfarm Facility as described in the Water Licence Application received February 29, 2012;

3. **Enforcement**

- a. Failure to comply with this Licence will be a violation of the *Act*, subjecting the Licensee to the enforcement measures and the penalties provided for in the *Act*;
- b. All inspection and enforcement services regarding this Licence will be provided by Inspectors appointed under the *Act*; and
- c. For the purpose of enforcing this Licence and with respect to the use of water and deposit or discharge of waste by the Licensee, Inspectors appointed under the *Act*, hold all powers, privileges and protections that are conferred upon them by the *Act* or by other applicable law.

PART B: GENERAL CONDITIONS

1. The Licensee shall file an Annual Report on the appurtenant undertaking with the Board no later than March 31st of the year following the calendar year being reported which shall contain the following information:
 - a. The monthly and annual quantities (in cubic metres) of fresh water obtained from all sources;
 - b. The monthly and annual quantities (in cubic metres) of treated sewage discharged;
 - c. The monthly and annual quantities (in cubic metres) of material deposited in each on-site Landfarm Facility;
 - d. A summary of all waste backhauled to any community in Nunavut required under Part D, Items 5;
 - e. A summary of any construction work, modification and major maintenance work (including as-built diagrams) carried out on each Landfarm Facility, Sewage Treatment Facility and Water Supply Facility, and any other facility approved under the Licence;
 - f. Tabular summaries for all data and information generated under the “Monitoring Program”;
 - g. An analysis of data collected during the “Monitoring Program” and a brief description of any future studies planned by the Licensee;
 - h. A summary of remediation work undertaken during the year and an outline of work anticipated for the following year;
 - i. A summary of any studies requested by the Board that relate to waste disposal, water use or reclamation, and a brief description of any future studies planned;
 - j. A list of unauthorized discharges and summary of follow-up actions taken;
 - k. Any revisions to the approved Plan entitled “Remedial Action Plan, FOX-E, Durban Island Intermediate DEW Line Site” dated March 2011 and the “Final Remediation Action Plan Padloping Island Former Coast Guard Weather Station,” dated March 2011;
 - l. Any revisions to the site specific, Spill Contingency Plan, submitted under Part I, Item 1;
 - m. If applicable, a description of any trenches and sumps excavated, including but not limited to the following: GPS coordinates, dimensions, depth below active layer, and secondary containment features;
 - n. A public consultation/participation report describing consultation with local organizations and the residents of the nearby communities;
 - o. A brief summary of work done to address concerns or deficiencies listed in inspection reports and/or compliance reports prepared by an Inspector;
 - p. An executive summary, in English and Inuktitut, of all plans, reports, or studies conducted under this Licence; and
 - q. Any other details on water use or waste disposal requested by the Board by November 1st of the year being reported.

- r. The results of any sampling and testing carried out on fish and shellfish within specific areas of the project extent that are aimed at assessing the impacts of the project on those organisms.
- 2. The Licensee shall notify the NWB of any changes in operating plans or conditions associated with this project at least thirty (30) days prior to any such change.
- 3. The Licensee shall install flow meters or other such devices, or implement suitable methods required for the measuring of water volumes as required by the Monitoring Program under Part K.
- 4. The Licensee shall, for all Plans submitted under this Licence, include a proposed timetable for implementation. Plans submitted, cannot be undertaken without subsequent written Board approval and direction. The Board may alter or modify a Plan if necessary to achieve the legislative objectives and will notify the Licensee in writing of acceptance, rejection or alteration of the Plan.
- 5. The Licensee shall, for all Plans submitted under this Licence, implement the Plan as approved by the Board in writing.
- 6. The Licensee shall review the Plans referred to in this Licence, as required by changes in operation and/or technology, and modify the Plan accordingly. Revisions to the Plans are to be submitted in the form of an Addendum to be included with the Annual Report.
- 7. Every Plan to be carried out pursuant to the terms and conditions of this Licence shall become a part of this Licence, and any additional terms and conditions imposed upon approval of a Plan by the Board become part of this Licence. All terms and conditions of the Licence should be contemplated in the development of a Plan where appropriate.
- 8. The Licensee shall, within sixty (60) days of issuance of this Licence, post signs in the appropriate areas identifying the locations and the “Monitoring Program Stations” for each Landfarm Facility, Sewage Treatment Facility, Water Supply Facility and all other facilities authorized under this Licence. All postings shall be in the Official Languages of Nunavut.
- 9. The Licensee shall ensure a copy of this Licence is maintained at the site of operations at all times. Any communication with respect to this Licence shall be made in writing to the attention of:

(a) **Manager of Licensing:**
Nunavut Water Board
P.O. Box 119
Gjoa Haven, NU X0B 1J0
Telephone: (867) 360-6338

Fax: (867) 360-6369
Email: licensing@nunavutwaterboard.org

(b) **Inspector Contact:**
Water Resources Officer
Nunavut District, Nunavut Region
P.O. Box 100
Iqaluit, NU X0A 0H0
Telephone: (867) 975-4298
Fax: (867) 979-6445

10. The Licensee shall submit one paper copy and one electronic copy of all reports, studies, and plans to the Board. Reports or studies submitted to the Board by the Licensee shall include a detailed executive summary in Inuktitut.
11. The Licensee shall ensure that any document(s) or correspondence submitted by the Licensee to the Board is received and acknowledged by the Manager of Licensing.
12. This Licence is not assignable except as provided in Section 44 of the *Act*.

PART C: CONDITIONS APPLYING TO WATER USE

1. The Licensee shall obtain water for camp use and/or miscellaneous purposes from a fresh water supply lake proximal to the Padloping Island project site and from two streams and a blast hole proximal to the Durban Island Project site as stated in the application received February 29, 2012. Total water use for the Durban Island project site shall not exceed 18 cubic metres per day and total water use for the Padloping Island Project site shall not exceed 18 cubic metres per day. The maximum quantity of water allowed for all purposes under this Licence shall not exceed thirty-six (36) cubic metres per day.
2. The Licensee shall equip all water intake hoses with a screen of an appropriate mesh size to ensure that there is no entrainment of fish and shall withdraw water at a rate such that fish do not become impinged on the screen.
3. The Licensee shall not remove any material from below the ordinary high water mark of any water body.
4. If the Licensee requires water in sufficient volume that the source water body may be drawn down the Licensee shall, at least thirty (30) days prior to commencement of use of water, submit to the Board for approval in writing, the following: volume required, hydrological overview of the water body, details of impacts and proposed mitigation measures.
5. The Licensee shall implement sediment and erosion control measures to prevent the deposition of dust and/or sediment into the Water Supply Lake, arising from contractor activities or on-site vehicular travel.

PART D: CONDITIONS APPLYING TO WASTE DISPOSAL

1. The Licensee shall locate areas designated for waste disposal at a minimum distance of thirty-one (31) metres from the ordinary high water mark of any water body such that the quality, quantity or flow of water is not impaired, unless otherwise approved by the Board in writing.
2. The Licensee is authorized to dispose of all acceptable food waste, paper waste and untreated wood products in an incinerator.
3. The Licensee shall not open burn plastics, wood treated with preservatives, electric wire, Styrofoam, asbestos or painted wood to prevent the deposition of waste materials of incomplete combustion and/or leachate from contaminated ash residual, from impacting any surrounding waters, unless otherwise approved by the Board in writing.
4. The Licensee shall transport in accordance with applicable regulations all hazardous and non-hazardous wastes generated and originating from the Durban Island and Padloping Island Remediation Projects for disposal and/or treatment at appropriately licensed facilities in southern, or as otherwise approved by the board in writing. .
5. The Licensee shall provide to the Board, documented authorization from any community in Nunavut receiving waste from the Durban Island and Padloping Island Remediation Projects prior to backhauling any waste for storage or disposal.
6. The Licensee shall maintain records of all waste backhauled and records of confirmation of proper disposal of backhauled waste and include this information within the Annual Report, under Part B, Item 1. These records shall be made available to an Inspector upon request. The Licensee shall not transport Hazardous Wastes prior to registering with the Government of Nunavut as a waste generator and utilizing the prescribed manifests.
7. The Licensee shall direct all Sewage generated from camp operations to the Sewage Treatment Facilities described in the Licence application received February 29, 2012 or as otherwise approved by the Board in writing.
8. During camp setup and construction of the Sewage Treatment Facilities, the Licensee may contain all camp Sewage in a sump. The sump shall be located at a distance of at least thirty-one (31) meters above the ordinary high water mark of any water body, treated with lime and covered with native material to achieve the pre-existing natural contours of the land prior to abandonment. The location shall be included in the Annual Report, as per Part B, Item 1.
9. The Licensee shall direct all Type B, light hydrocarbon contaminated soil to the appropriate onsite Landfarm Facility on Durban Island and Padloping Island for

treatment in accordance with the information provided the Application received February 29, 2012 or as otherwise approved by the Board in writing.

10. The Licensee shall provide notice to an Inspector at least ten (10) days prior to initiating any decant or discharge from any Sewage Treatment Facility, Landfarm Facility and areas designated for segregating and storing wastes.
11. All waste discharged from the Final Discharge Point of the Sewage Treatment Facility at Monitoring Program Stations DPI-10 and DPI-11 shall not exceed the following Effluent quality limits:

Parameter	Maximum Allowable Concentration
BOD ₅	80 mg/kg
Total Suspended Solids	100 mg/kg
Faecal Coliforms	1 x 10 ⁴ CFU/100 mL
pH	6.0 to 9.0 (pH units)
Oil and Grease	No visible sheen

12. The Licensee shall collect and temporarily store in preparation for future disposal all water generated from the storage and segregation of solid waste, demolition rinse water resulting from decontamination processes or procedures and water derived from borrow pits, quarry sites and excavation activities.
13. The Licensee shall ensure that all water associated with dewatering of contaminated soil areas and/or water within the perimeter of the Landfarm Facilities, solid waste segregation and storage area(s), demolition rinse water, water from quarry sites, Borrow Sources and seepage from Monitoring Program Stations, meet the following Effluent discharge criteria prior to being released:

Parameter	Maximum Allowable Concentration (µg/L)
pH	6 to 9 (pH units)
Oil and Grease	5000
Arsenic (total)	100
Cadmium (dissolved)	10
Chromium (dissolved)	100
Cobalt (dissolved)	50
Copper (dissolved)	200
Lead (dissolved)	50
Mercury (total)	0.6
Nickel (dissolved)	200
PCB (total)	1000
Phenols	20
Zinc (total)	500

14. If the Effluent referred to in Part D, Item 11, and Item 13 does not meet the discharge criteria stipulated in this Licence, it shall be considered hazardous waste and disposed off-site at an approved facility or as otherwise approved by the board in writing.
15. The discharge location for all treated effluents described in Part D, Items 11, and 13, shall be located at a minimum of thirty-one (31) metres from the ordinary high water mark of any water body and where direct flow into a water body is not possible and no additional impacts are created.
16. The Licensee shall sample and provide, as part of its Annual Report, the results of laboratory analyses carried out on materials from potential Borrow Sources prior to use as construction materials. Borrow Sources containing materials that possess acid generating and metal leaching characteristics cannot be used as construction materials for the remediation projects.
17. All water collected from excavated areas including borrow pits shall be pumped to an area as described in Part D, Item 12, or as otherwise approved by the Board in writing.
18. The Licensee shall provide proper storage, transport and disposal off site at an approved facility of all non-hazardous and hazardous waste materials identified in the Application received February 29, 2012, including Tier II Soil, items contaminated with heavy metals and waste oil generated through construction and remediation activities, or as otherwise approved by the Board in writing.
19. The Licensee shall not mix or blend soils that exceed the maximum levels of Tier II criteria for the expressed purpose of attaining the specific limits of Tier I as listed under Table No.1.
20. The Licensee shall dispose of all soils containing substances in excess of Tier II criteria, as indicated in Table No.1, by collection, containment and shipment off-site to a licensed disposal facility.
21. The Licensee shall, for the purposes of monitoring impacts to water, install ground water monitoring wells, at least one up-gradient and one down-gradient of each of the Landfarm Facility identified in the Application received February 29, 2012.
22. The Licensee shall dispose of any material coated with Polychlorinated Biphenyl (PCB) - amended paints, hazardous materials and soils containing contaminants in excess of Canadian Environmental Protection Act (CEPA) Guidelines, off site at an approved treatment facility in accordance with the application received February 29, 2012.

PART E: CONDITIONS APPLYING TO THE UNDERTAKING

1. The Licensee is allowed to use material from Borrow sources for the purposes specified in the “Remedial Action Plan FOX-E, Durban Island Intermediate DEW Line Site” dated March 2011 and the “Final Remediation Action Plan, Padloping Island, Former US Coast Guard Weather Station,” dated March 2011, provided that those Borrow Sources are approved by an Inspector, free of contaminants and satisfies the requirement of Part D, Item 16 of this Licence.
2. The Licensee shall submit to the Board for approval, within sixty (60) days prior to commissioning, an Operation and Maintenance Manual for all facilities constructed under the Durban Island and Padloping Island Remediation Projects, including the Sewage Treatment Facility, Landfarm Facility and Water Supply Facility. The manual shall be prepared in accordance with the *Guidelines for the Preparation of an Operation and Maintenance Manual for Sewage and Solid Waste Disposal Facilities in the Northwest Territories* (1996).
3. The Operations and Maintenance Manual referred to in Part E, Item 2 shall address the following items with respect to the Landfarm Facility, Sewage Treatment Facility and Water Supply facility:
 - a. Feasibility of alternative disposal methods and sites;
 - b. Operation and maintenance procedures for each facility;
 - c. Runoff diversion and management;
 - d. Soil Quality Remediation Objectives (SQRO’s);
 - e. Monitoring program for both water and soil; and
 - f. Closure alternatives for the management of sludge from the Sewage Treatment Facility
4. The Licensee shall, upon the failure of any constructed facilities, repair such facilities immediately to the appropriate standards as recommended by an Engineer.
5. The Licensee shall implement proper handling, storage and transportation procedures for hazardous materials during clean-up activities.
6. The Licensee shall minimize disturbance to terrain, permafrost and drainage during extraction of granular material, development and closure of site infrastructure, movement of contractor’s equipment and personnel around the site and removal of site debris.
7. The Licensee shall not cause erosion to the banks of any body of water and shall provide necessary controls to prevent such erosion.
8. Sediment and erosion control measures shall be implemented prior to and maintained during the operation to prevent entry of sediment into water.

9. The Licensee shall design and construct all stream crossings to minimize erosion and/or deposition of waste into water.
10. The Licensee shall ensure that existing creek channels are maintained at their normal width and depth to the extent possible, during and after construction.
11. Granular materials and rock rip-rap used for any temporary stream crossings, approaches or as may be required for bank stabilization must be obtained from sources satisfying the requirements of Part E, Item 1. Such material must not be removed or gathered from below the ordinary high water mark of a creek, stream or from any water body.
12. All sites affected by construction or removal activities shall be stabilized, landscaped as necessary, and suitable erosion control measures implemented to minimize sediment deposition into watercourses located on or adjacent to the site.
13. The Licensee shall restore and stabilize all areas affected by the undertaking upon completion of the work.
14. The Licensee shall not deposit any waste in any body of water, or on the banks thereof, which may impair the quality, quantity, or flow of water.
15. Areas designated for waste disposal shall be located at a minimum of thirty-one (31) metres from the ordinary high water mark of any body of water, unless otherwise authorized.
16. The Licensee shall dispose of all scrap metal, discarded machinery and parts, and other bulky material in a manner that conforms to the Remedial Action Plan that was submitted with the Licence Application.

PART F: CONDITIONS FOR CAMPS, ACCESS INFRASTRUCTURES AND OPERATIONS

1. The Licensee shall not erect camps or store material on the surface of frozen streams or lakes except what is for immediate use. Camps shall be located such as to minimize impacts on surface drainage.
2. All activities shall be conducted in such a way as to minimize impacts on surface drainage and the Licensee shall immediately undertake any corrective measures in the event of any impacts on surface drainage.
3. Winter lake and stream crossings, including ice bridges, shall be constructed entirely of water, ice or snow, and shall be removed prior to spring break-up.

4. With respect to access road, pad construction or other earthworks, the deposition of debris or sediment into any water body is prohibited. These materials shall be disposed of above the ordinary high water mark in such a fashion that they do not enter the water.

PART G: CONDITIONS APPLYING TO DRILLING OPERATIONS

1. The Licensee is authorized to drill for the purpose of installing monitoring wells, thermistors or other monitoring equipment.
2. The Licensee shall restore all drill holes and disturbed areas to natural conditions immediately upon completion of the projects. The restoration of drill holes must include the removal of any drill casing materials and the capping of holes with a permanent seal.

PART H: CONDITIONS APPLYING TO CONSTRUCTION AND MODIFICATIONS

1. The Licensee shall provide to the Board for review, within sixty (60) days prior to the construction of the, Landfarm Facility, Sewage Treatment Facility and the Water Supply Facility intake structure, complete for-construction engineering design drawings, signed and stamped by an Engineer. These designs shall consider, siting, operation, monitoring, sampling and analytical methods, decommissioning and closure options and plans for the proposed Facilities.
2. The Licensee shall provide to the Board, within ninety (90) days of completion of construction, as-built plans and drawings of the facilities referred to in this Licence. These plans and drawings shall be stamped by an Engineer.
3. The Licensee may, without written consent from the Board, carry out Modifications to the Water Supply Facilities and/or Waste Disposal Facilities provided that such Modifications are consistent with the terms of this Licence and the following requirements are met:
 - a. the Licensee has notified the Board in writing of such proposed Modifications at least sixty (60) days prior to beginning the Modifications;
 - b. such Modifications do not place the Licensee in contravention of the Licence or the *Act*;
 - c. such Modifications are consistent with the NIRB Screening Decision;
 - d. the Board has not, during the sixty (60) days following notification of the proposed Modifications, informed the Licensee that review of the proposal will require more than sixty (60) days; and
 - e. the Board has not rejected the proposed Modifications.
4. Modifications, for which all of the conditions referred to in Part H, Item 3 have not been met, can be carried out only with written approval from the Board.

5. The Licensee shall provide as-built plans and drawings of the Modifications referred to in this Licence within ninety (90) days of completion of the Modification. These plans and drawings shall be stamped by an Engineer.

PART I: CONDITIONS APPLYING TO SPILL CONTINGENCY PLANNING

1. The Board has approved the Plan entitled “Environmental Site Remediation at Fox-E-Durban Island and Padloping Island, Nunavut Spill Contingency Plan” dated June 2012 that was submitted as additional information subsequent to the submission of the Application.
2. The Licensee shall submit together with the 2012 Annual Report, an Addendum to the Plan referred to in Part I, Item 1, in the format set out by the Consolidation of Spill Contingency Planning and Reporting Regulations, R-068-93, to address minor issues identified by AANDC and EC during the review of the original plan such as:
 - a. Inclusion of a detailed topographic map depicting nearby water bodies, spill response equipment and other relevant information;
 - b. Inclusion of a copy of the NT-NU spill report form; and
 - c. Amending the definition of reportable spills to reflect the definition in AANDC’s *Guidelines for Spill contingency Planning* (2007).
3. The Licensee shall ensure that any chemicals, petroleum products or wastes associated with the project do not enter water. All sumps and fuel caches shall be located a minimum of thirty-one (31) metres above the ordinary high water mark of any adjacent water body and inspected on a regular basis. The Licensee is encouraged to use some form of secondary containment on fuel and chemical storage facilities associated with this undertaking.
4. The Licensee shall ensure that any equipment maintenance and servicing be conducted only in designated areas and shall implement special procedures (such as the use of drip pans) to manage fluids, waste and contain potential spills.
5. If during the term of this Licence, an unauthorized discharge of waste occurs, or if such a discharge is foreseeable, the Licensee shall:
 - a. Employ the Approved Spill Contingency Plan;
 - b. Report the spill immediately to the 24-Hour Spill Line at (867) 920-8130 and to the AANDC Water Resources Inspector at (867) 975-4295; and
 - c. Submit to the AANDC Water Resources Inspector on each occurrence, a detailed report including the GPS location, no later than thirty (30) days after initially reporting the event.

PART J: CONDITIONS APPLYING TO ABANDONMENT AND RESTORATION

1. The Board has approved the Plan entitled “Remedial Action Plan FOX-E, Durban Island Intermediate DEW Line Site” dated March 2011 and the “Final Remediation Action Plan, Padloping Island, Former US Coast Guard Weather Station”, dated March 2011 and received as part of the Application on February 29, 2012.
2. The Licensee shall complete all restoration work for the temporary camp facilities and waste disposal activities not included under Part J, Item 1 of this Licence, prior to the expiry of this Licence.
3. The Licensee shall backfill and restore, all temporary containment sumps, to the pre-existing natural contours of the land.
4. All disturbed areas shall be stabilized and re-vegetated as required, upon completion of work, and restored as practically as possible to a pre-disturbed state.

PART K: CONDITIONS APPLYING TO THE MONITORING PROGRAM

1. If there is a need for long-term monitoring, the Licensee shall submit to the Board for approval, at least sixty (60) days prior to initiating any long-term monitoring activities, a Post-closure Monitoring Plan for the project sites. The plan shall include information on long-term monitored of the Waste Disposal Facilities, stability of the sites and the need for thermal and ground water monitoring.
2. The Licensee shall maintain Monitoring Program Stations at the following locations:

Monitoring Program Station Number	Description	Status
DPI-1	Raw water supply intake at the fresh water lake proximal to Padloping Island project site.	Active (Volume)
DPI-2a	Raw water supply stream (no.1) proximal to Durban Island project site.	Active (Volume)
DPI-2b	Raw water supply stream (no. 2) proximal to Durban Island project site.	Active (Volume)
DPI-3	Raw water from blast hole proximal to Durban Island project site.	Active (Volume)
DPI-4	Final Point of Discharge from the Padloping Island Landfarm Facility	Active (Water Quality)
DPI-5	Monitoring Well installed up-gradient of the Padloping Island Land Farm Facility	Active (Water Quality)

DPI-6	Monitoring well installed down-gradient of the Padloping Island Land Farm Facility	Active (Water Quality)
DPI-7	Final Point of Discharge from the Durban Island Landfarm Facility	Active (Water Quality)
DPI-8	Monitoring Well installed up-gradient of the Durban Island Land Farm Facility	Active (Water Quality)
DPI-9	Monitoring well installed down-gradient of the Durban Island Land Farm Facility	Active (Water Quality)
DPI-10	Final Discharge Point from the Padloping Island Sewage Treatment Facility,	Active (Water Quality)
DPI-11	Final Discharge Point from the Durban Island Sewage Treatment Facility,	Active (Water Quality)
DPI-12	Final Point of Discharge from the Solid Waste Segregation and Storage Areas	Active (Water Quality)

3. The Licensee shall measure and record in cubic metres the daily quantities of water utilized for camp operations, for all purposes at the intake of the Water Supply Facility, Monitoring Program Station DPI-1, DPI-2a, DPI-2b and DPI-3.
4. The Licensee shall measure and record in cubic metres, the daily quantities of effluent discharged from the Waste Disposal Facilities at monitoring stations DPI-4, DPI-7, DPI-10, DPI-11 and DPI-12
5. The Licensee shall determine the GPS co-ordinates (in degrees, minutes and seconds of latitude and longitude) of all locations where sources of water are utilized for all purposes.
6. The Licensee shall determine the GPS co-ordinates (in degrees, minutes and seconds of latitude and longitude) of all locations where wastes associated with camp operations are deposited.
7. The Licensee shall monitor compliance with respect to Part D Item 11, by collecting a representative composite sample once at the beginning of discharge upon initial release and prior to the end of discharge, from the Final Discharge Point of each Sewage Treatment Facility at Monitoring Program stations DPI-10 and DPI-11.
8. The Licensee shall monitor compliance with respect to Part D Item 13 by collecting a representative composite sample from a minimum of 5% of the total volume to be released from the relevant Final Discharge Points identified in Part K, Item 2 of this Licence.

9. The Licensee shall monitor groundwater quality proximal to each Landfarm Facility by collecting representative samples from all relevant monitoring wells installed under Part K, Item 2. Samples shall be analyzed for the parameters listed under Part D, Item 13.
10. All sampling, sample preservation and analyses shall be conducted in accordance with methods prescribed in the current edition of *Standard Methods for the Examination of Water and Wastewater*, or by such other methods approved by the Board.
11. All analyses shall be performed in a laboratory accredited according to ISO/IEC Standard 17025. The accreditation shall be current and in good standing
12. The Licensee shall submit to the Board for information, at least ninety (90) days prior to releasing any Effluent, a Quality Assurance/Quality Control Plan that conforms to the guidance document *Quality Assurance (QA) and Quality Control (QC) Guidelines For Use by Class "B" Licensees in Collecting Representative Water Samples in the Field and for Submission of a QA/QC Plan* INAC (1996). The Plan shall be acceptable to an accredited laboratory and include a covering letter from the accredited laboratory confirming acceptance of the Plan for analyses to be performed under the Licence.

Table No.1
(From INAC Abandoned Military Site Remediation Protocol)
DEW Line Clean-up Criteria (DCC)^a

Substance	DCC Tier I ^{bc} (mg/L)	DCC Tier II ^d (mg/L)
Arsenic	-	30
Cadmium	-	5.0
Chromium	-	250
Cobalt	-	50
Copper	-	100
Lead	200	500
Mercury	-	2.0
Nickel	-	100
Zinc	-	500
PCB's	1.0	5.0

a. These criteria were adopted specifically for the cleanup of Arctic DEW Line Sites from the 1991 versions of the Quebec Soil Contamination Indicators and the Canadian Council of Ministers of the Environment Interim Canadian Environmental Criteria for Contaminated Sites.

b. Soil criteria are given in parts per million, ppm.

c. Soils containing lead and/or PCBs at concentrations in excess of DCC I, but less than DCC II, may be landfilled,

d. Soils containing one or more substrates in excess of DCC II must be containerized - i.e. removed in a manner which precludes contact with the Arctic ecosystem.



Land Administration
P.O. Box 100
IQALUIT, NU X0A 0H0
Phone: 867-975-4275
FAX: 867-975-4286

Your file - Votre référence

Our file - Notre référence

July 31st, 2014

DIAND – Contaminated Sites
P.O. Box 2200
Iqaluit, NU
X0A 0H0

Dear Natalie Plato:

Re: Land Use Permit #N2012X0011
Type of Operation: Site Remediation
Location: Durban & Padloping Islands, Baffin, NU, NTS 16M

This will confirm that the above land use permit is hereby extended from July 13th, 2014, to August 13th, 2015.

This will also confirm the issuance of Quarry Permit 2014QP0027.

All conditions annexed to land use permit N2012X0011 will apply to this extension.

Sincerely,

Rebecca Leighfield
A/Manager, Land Administration

cc: Manager, Field Operations
RMO - Baffin

Solicitation No. - N° de l'invitation
EW699-162676/A
Client Ref. No. - N° de réf. du client
EW699-162676

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-5-38375

Buyer ID - Id de l'acheteur
NCS010
CCC No./N° CCC - FMS No./N° VME

APPENDIX G INVOICE FORMAT

Solicitation No. - N° de l'invitation
 EW699-162676/A
 Client Ref. No. - N° de réf. du client
 EW699-162676

Amd. No. - N° de la modif.
 File No. - N° du dossier
 NCS-5-38375

Buyer ID - Id de l'acheteur
 NCS010
 CCC No./N° CCC - FMS No./N° VME

TABLE G1- SUMMARY OF FEES

Resource	Position	Category	Total Hours	Billing Rate	Costs
Billing period:				Sub-total Costs:	

Billing Period:		
Disbursement Categories	Comments	Costs
Travel – Air		
Accommodation		
Other 1 (describe)		
Other 2 (describe)		
Originating Resource:	Total:	

TABLE G2 – SUMMARY OF DISBURSEMENTS

Solicitation No. - N° de l'invitation
 EW699-162676/A
 Client Ref. No. - N° de réf. du client
 EW699-162676

Amd. No. - N° de la modif.
 File No. - N° du dossier
 NCS-5-38375

Buyer ID - Id de l'acheteur
 NCS010
 CCC No./N° CCC - FMS No./N° VME

Date of Invoice	Invoice #	Billing period:
PWGSC Project Number:	Project Title:	
Proposed Fees: Percentage:	Fees (Detailed breakdown and roll-up of tasks) for billing period: Percentage spent:	Fees remaining: Percentage remaining:
Proposed Disbursements: Percentage:	Disbursements (Detailed breakdown and roll-up of tasks) for billing period: Percentage spent:	Disbursements remaining: Percentage remaining:
-----	Total:	-----

TABLE G3 – SUMMARY INVOICE ROLL-UP