



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Public Works and Government Services Canada**  
**100-167 Lombard Avenue**  
**Winnipeg**  
**Manitoba**  
**R3B0T6**  
**Bid Fax: (780) 497-3510**

## 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**

**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

<b>Title - Sujet</b> Stabilization de la site mine Jeric	
<b>Solicitation No. - N° de l'invitation</b> EW699-171068/A	<b>Date</b> 2016-08-23
<b>Client Reference No. - N° de référence du client</b> PWGSC EW699-171068	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$NCS-012-10842	
<b>File No. - N° de dossier</b> NCS-6-39116 (012)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-10-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sarna (NCS), Crystal	<b>Buyer Id - Id de l'acheteur</b> ncs012
<b>Telephone No. - N° de téléphone</b> (204) 298-2742 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Nunavut - RPS/OGD Iqaluit Nunavut X0A0H0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **REQUEST FOR PROPOSAL**

### **JERICO MINE SITE STABILIZATION JERICO MINE SITE, NUNAVUT PROJECT NO.: R.083349**

## **IMPORTANT NOTICE TO BIDDERS**

### **THREE-ENVELOPE BID**

This Bid shall be submitted following a "three-envelope" procedure. Refer to SI02 of the Special Instructions to Bidders.

### **SUPPORT THE USE OF APPRENTICES**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI04.

### **INTEGRITY PROVISIONS - BID**

Important changes have been made to the Integrity Provisions - Bid as of July 3<sup>rd</sup> 2015. See GI01, Integrity Provision-Bid of the General Instructions for more information.

### **CANADA POST SERVICE DISRUPTION**

In the event of strike activity by the Canada Postal Service, it remains the responsibility of the bidder to ensure that bids are received at the correct bid receiving unit on the correct date and time. Fax can be used to submit bids unless stipulated otherwise.

### **PWGSC UPDATE ON ASBESTOS USE**

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

### **ADDITION OF PERFORMANCE EVALUATION-CONTRACT**

Take note of the additional paragraph to be included in clause R2810D identified in SC09.

### **ADDITION OF TERMINOLOGY**

Take note of the additional paragraph to be included in clause R2810D identified in SC10

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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

**SI01** Integrity Provisions – Declaration of Convicted Offences

**SI02** Opening of Bids

**SI03** Web Sites

**SI04** Support the use of Apprentices

**SI05** Site Visit

**SI06** Health & Safety Requirement

**SI07** NLCA – Nunavut Land Claims Agreement

**SI08** Status and Availability of Resources

## **INTRODUCTION**

### **INSTRUCTIONS TO BIDDERS**

#### **GLOSSARY OF TERMS**

**IB01** BID DOCUMENTS

**IB02** INTEGRITY PROVISIONS - BID

**IB03** CONFLICT OF INTEREST - UNFAIR ADVANTAGE

**IB04** COMPLETION OF BID

**IB05** IDENTITY OF LEGAL CAPACITY OF THE BIDDER

**IB06** SUBMISSION OF BID

**IB07** REVISION OF BIDS

**IB08** CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

**IB09** PRICE

**IB10** LICENCING REQUIREMENTS

**IB11** COMPOSITION OF TEAM

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**IB13** FINANCIAL STATEMENTS

**IB14** LANGUAGE OF THE BID AND CONTRACT DOCUMENTS

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**IB16** ENQUIRIES DURING THE SOLICITATION PERIOD

**IB17** BID SECURITY REQUIREMENTS

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**IB19** APPLICABLE TAXES

**IB20** COMPLIANCE WITH APPLICABLE LAWS

**IB21** PERFORMANCE EVALUATION

**IB22** BID COSTS

**IB23** PROCUREMENT BUSINESS NUMBERS

**IB24** BID VALIDITY PERIOD

**IB25** NOTIFICATION

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### **SUBMISSION REQUIREMENTS AND EVALUATION (SRE's)**

**SECTION 1: BID FORM AND CONTENT REQUIREMENTS**

**SECTION 2: SELECTION**

**SECTION 3: TECHNICAL EVALUATION**

**SECTION 4: MANDATORY SUBMISSION REQUIREMENTS**

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**ANNEX A - BID PRICE FORM**

**APPENDIX 1 - INTEGRITY PROVISIONS – LIST OF NAMES**

**APPENDIX 2 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY**

**APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

**APPENDIX 4 – BIDDER GUARANTEE AND CERTIFICATION**

**APPENDIX 5 – CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

**APPENDIX 6 – INUIT BENEFITS PLAN INCENTIVE AND PENALTY CONDITIONS**

**ANNEX B TERMS AND CONDITIONS**

**ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT**

**ANNEX D - TERMS OF REFERENCE**

**ANNEX E - CERTIFICATE OF INSURANCE FORM**

**ANNEX F - LISTING OF SUBCONTRACTORS**

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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES (2015-07-09)

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

#### Declaration of Convicted Offences

*Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed [Declaration Form](#), to be given further consideration in the procurement process.*

### SI02 OPENING OF BIDS

1. There will be no public opening at bid closing time.
2. Envelope 1 - Qualifications - will be opened privately. This envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a points rated basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Envelope 2 will be returned unopened to the bidder.
3. Envelope 2 - Price: Only those envelopes from Bidder's that meet the mandatory requirements of the Qualifications shall be opened. Envelope 2 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
4. Envelope 3 – Bid Security - Bid Security, if applicable, is to be submitted in separate envelope and labeled accordingly. Envelope 3 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.

### SI03 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL>

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

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Labour and Material Payment Bond (form PWGWSC-TPSGC 506) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

SACC Manual <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Schedules of Wage Rates for Federal Construction Contracts  
[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

PWGSC, Industrial Security Services [Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html)

PWGSC, Code of Conduct and Certifications  
[Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html)

Construction and Consultant Services Contract Administration Forms Real Property Contracting  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form  
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

#### **SI04 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 3) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:  
  
In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios \* and to respect any hiring requirements prescribed by provincial or territorial statutes.

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The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 3.

If you accept fill out and sign Appendix 3

*\* The journey person-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

## **SI05 SITE VISIT AND BIDDERS' CONFERENCE**

There will be a site visit on **September 7<sup>th</sup> 2016 departing Yellowknife at 8am MST** (meeting location to be announced). In the event of inclement weather, the site visit will be postponed to the following day.

Charter costs from Yellowknife to the site will be provided by the Government of Canada. All other travel and living costs associated with travel to the Jericho Mine site for the purpose of attending the Site Visit will be borne by the Contractor or their representative.

Interested bidders are to register and confirm their attendance with the Contracting Authority **no later than 2:00 P.M. C.S.T., on September 1, 2016.**

E-mail: Crystal.Sarna@pwgsc-tpsgc.gc.ca or via telephone at (204) 298-2742.

Non-registered individuals will not be taken to or be allowed on the site. Bidders who do not attend or send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the solicitation.

Attire – It is mandatory that all persons attending the site visit have their proper safety footwear (CSA approved green patch). Hard hats, high visibility vests, safety glasses, headlamp and/or flashlight are also required. Contractor personnel/individuals who do not have the proper safety attire will be denied access to the site. Contractors participating in the site tour are advised to bring their own water and food for the day.

Due to limited space, a maximum of two (2) representatives per firm will be permitted to attend the site visit.

There will be a bidder's teleconference on September 13<sup>th</sup> 2016 starting at 1pm C.S.T. Contractors interested in submitting a proposal are encouraged to attend by contacting and must register via email at crystal.sarna@pwgsc-tpsgc.gc.ca.

## **SI06 HEALTH AND SAFETY REQUIREMENT**

### **WCB AND SAFETY PROGRAM**

1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
  - 1.1 a Workers' Safety and Compensation Claims Cost Summary - *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;

1.2 a Workers' Safety and Compensation Commission letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and

1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.

2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (*Northwest Territories & Nunavut Territory only*) - Contractors having ten (10) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

## SI07 NLCA - 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.tunnigavik.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;



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"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 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

Rankin Inlet, NU

X0C 0G0

888-236-5400 (toll free)

867-645-5400 (local phone)

867-645-3451 (local fax)

**SI08 STATUS AND AVAILABILITY OF RESOURCES**

In order to ensure that the team of key personnel proposed by the bidder is available to perform the work upon award the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control only, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must propose a substitute with similar qualifications and experience for Canada's written approval. The Bidder must provide the Contracting Authority with the reason and evidence for the substitution and provide the name, qualifications and experience of the proposed replacement. If a suitable replacement cannot be established within 2 business days from receipt of notification, Canada reserves the right to deem the bid non-responsive and the bidder ranked second will then be recommended for award and the same process will apply.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request, provide a written confirmation, signed by the individual, of the permission given to the Bidder of his/her availability.

Failure to comply with these obligations, or failure to obtain Canada's approval for a substitution, may result in the bid being declared non-responsive or the contract terminated for default.

## Introduction

Public Works and Government Services Canada (PWGSC) is inviting qualified Design-Build (D-B) bidders to deliver remediation and decommissioning services of select mine components at the Jericho Mine Site, in Nunavut.

The objective of this RFP is to retain an individual Contractor or Joint Venture to provide the complete design-build work for remediation and decommissioning services of select mine components at the Jericho Mine Site, in Nunavut. Utilizing a D-B service delivery methodology, a full range of professional consultant and contractor services will be required during both the design and construction phases of the project. The work consists of but is not limited to site stabilization, consisting of remediation/ decommissioning of select mine components, including the design of said components, as more fully described in the Terms of Reference.

The estimated Class "A" construction budget for this project is approximately \$10,560,000 GST . Class "A" estimate - is based upon completed contract documents and is used as a control check on authorized expeditors prior to tendering.

This is a single phase selection process. This RFP Document sets out the project requirement, i.e., the particulars of the project itself and the broad scope of services required from the Contractor.

Based upon their analysis of the project requirements and the capability/capacity of their firm, the bidders formulate bids for the service, including their price.

The bidders describe their capabilities and proposed services in the "*Technical Portion*" of the submission (Envelope One). The "*Price Portion*" includes the proposed price which is submitted in a sealed envelope (envelope two). The "*Bid Security Portion*" includes the bid security which is submitted in a sealed envelope (envelope three).

The Technical Portion of competitive bids are evaluated, without knowledge of the price, by the Technical Evaluation Board. Evaluation is based on a set of pre-established criteria, components and weight factors. Numerical technical scores are awarded at the completion of the technical evaluation.

Price envelopes are then opened for the technically qualified proposals.

**IMPORTANT NOTICE: The new measures of the Integrity Provisions – Bid are contained in the solicitation document.**

## INSTRUCTIONS TO BIDDERS (2013-06-27)

### Glossary of Terms:

1. In this Request for Proposal (RFP), the following words or phrases have the corresponding meaning.

*Bidder Team:* The team consisting of the prime Contractor, prime consultant, specialists and other firms or Subcontractors, including the Bidder, proposed by the Bidder to perform or furnish all the Services, Documents, Labour, Material and Plant for the execution of the Work.

*Key Personnel:* Staff of the Contractor, Subcontractors and specialists proposed to be assigned to this project.

*Technical Rating:* A rating assigned to the technical component of a proposal in the selection procedure.

*Bidder:* The entity (or in the case of a joint venture, the entities) submitting a bid. The successful Bidder will be the Contractor upon award of Contract.

**Evaluation Board:** The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.

**Applicable Taxes :** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

**NOTE:** Where "Proposal" appears in this bid solicitation and the resulting contract, this means "Bid" in the context of the Terms, Conditions and Instructions.

## IB01 BID DOCUMENTS

1) The following are the bid documents:

- (a) Request for Proposals - Page 1;
- (b) Instructions to Bidders;
- (c) Clauses and Conditions identified in Contract documents;
- (d) Submission Requirements and Evaluation;
- (e) Price Form;
- (f) Terms of Reference ; and
- (g) any amendments prior to solicitation closing

Submission of a bid constitutes acknowledgment that the Bidder has read and agrees to be bound by these documents.

## IB02 INTEGRITY PROVISIONS – BID (2015-07-03)

### DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

#### Declaration of Convicted Offences

*Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed [Declaration Form](#), to be given further consideration in the procurement process.*

1. Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement"

is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the [Ineligibility and Suspension Policy](#).

"Affiliate"

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

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"Control"

means

- a. direct control, such as where:
  - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
  - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:  
a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:  
a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of
  - i. any securities of the entity that are beneficially owned by that person, and
  - ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility"

means not eligible for contract award.

"Suspension"

means a determination of temporary ineligibility by the Minister of PWGS.

2. Statement

- a. Bidders must comply with the [Code of Conduct for Procurement](#) and be eligible for contract award under the [Ineligibility and Suspension Policy](#). In addition, Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, and submit bids as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting a bid, bidders confirm that they understand that being convicted of certain offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined by the Minister of PWGS, after contract award, that

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the Bidder made a false declaration, Canada will, following a notice period, have the right to terminate the Contract for default.

3. List of Names

- a. Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has 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 provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- c. The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

4. Request for Additional Information

By submitting a bid, the Bidder certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Bidder, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

5. Lobbying Act

By submitting a bid, the Bidder certifies that neither it nor any of its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

6. Canadian Offences Resulting in Legal Incapacity

By submitting a bid, the Bidder certifies that:

- a. it and the Affiliates of the Bidder have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the [Criminal Code](#) and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
  - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or
- b. the Bidder has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

7. Canadian Offences

By submitting a bid, the Bidder certifies that:

- a. the Bidder and the Affiliates of the Bidder have not, in the last three years, from the bid submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

- i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
  - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or
  - iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
  - iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
  - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or
  - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- b. the Bidder has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible for contract award as described in (a).

8. Foreign Offences

By submitting a bid, the Bidder certifies that:

- a. the Bidder and its Affiliates have not, in the last three years, from the bid submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
  - i. the court, before which the Bidder or its Affiliate appeared, acted within the court's jurisdiction;
  - ii. the Bidder or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
  - iii. the court's decision was not obtained by fraud, and
  - iv. the Bidder or its Affiliate was entitled to present to the court every defence that the Bidder or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

9. Ineligibility for Contract Award

- a. The Bidder confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Bidder or its Affiliate is ineligible to be awarded a contract, subject to a Public Interest Exception.
- b. The Bidder confirms that it understands that it is ineligible for contract award where it has been so determined by the Minister of PWGS under the [Ineligibility and Suspension Policy](#) and that the period of ineligibility or suspension has not expired.



10. Declaration of Convicted Offences

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed [Declaration Form](#), to be given further consideration in the procurement process.

11. Period of Ineligibility

The following rules determine the period for which a Bidder or its Affiliate that has been convicted of certain offences is, ineligible to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Bidder or an Affiliate of the Bidder has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection.
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Bidder or an Affiliate of the Bidder has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the bid submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Bidder or an Affiliate of the Bidder has been found responsible, as the case may be, in the last three years, from the bid submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

12. Canadian Pardons

A determination of ineligibility for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Bidder or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the [Criminal Code](#);
- d. received a record of suspension ordered under the [Criminal Records Act](#); and
- e. been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](#) comes into force.

13. Foreign Pardons

A determination of ineligibility for entering into government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Bidder or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

14. Suspension of Period of Ineligibility

The Bidder confirms that it understands that a determination of ineligibility for entering into government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Bidder or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

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15. Period of Ineligibility for Providing False or Misleading Information  
The Bidder confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Bidder to be ineligible to be awarded contracts for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.
16. Period of Ineligibility for Breaching Administrative Agreements  
The Bidder confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.
17. Suspension of a Bidder  
The Bidder confirms that it understands that the Minister of PWGS may suspend a Bidder from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Bidder has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Bidder has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Bidder by the Minister of PWGS.
18. Third Party Validation  
The Bidder confirms that it understands that where it or any of the Bidder's Affiliates has been subject to a period of ineligibility to be awarded contracts, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Bidder must provide by bid closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the reoccurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this bid non-responsive.
19. Subcontractors  
The Bidder must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the resulting contract.
20. Public Interest Exception  
The Bidder confirms that it understands:
- a. that, with the exception of a legal incapacity to contract resulting from section 750(3) of the Criminal Code, Canada may enter in a contract with a Bidder, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
    - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
    - ii. the Bidder is the only person capable of performing the contract;
    - iii. the contract is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
    - iv. not entering into the contract with the Bidder would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
  - b. Canada may only enter into a contract with a Bidder under this subsection where the ineligible Bidder has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.



1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

**IB04 COMPLETION OF BID**

1. The bid shall:
  - a) be submitted on the bid Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of said Bid Form; the reproduced copy must be identical in every respect to the Bid Form provided through GETS;
  - b) not be delivered to the Bid Receiving Unit by means of facsimile transmission; facsimile copies of bids are not acceptable;
  - c) be based on the bid documents listed above;
  - d) be correctly completed in all respects;
  - e) be signed by a duly authorized representative of the Bidder; and
  - f) be accompanied by
    - i) the bid security as specified herein; and
    - ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
2. Any alteration to the preprinted or pre-typed sections of the Bid Form, or any condition or qualification placed upon the bid shall be direct cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid Form by the Bidder shall be initialed by the person or persons signing the bid. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.

**IB05 IDENTITY OR LEGAL CAPACITY OF THE BIDDER**

1. In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of
  - (a) such signing authority; and
  - (b) the legal capacity under which it carries on business;prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership

**IB06 SUBMISSION OF BID (2014-03-01)**

1. The bid shall be submitted following a "three-envelope" procedure all envelopes shall be enclosed and sealed together in a fourth envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Request For Proposal" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. The Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - a. Solicitation Number;
  - b. Name of Bidder;
  - c. Return address; and
  - d. Closing Date and Time.
3. The Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 1 - QUALIFICATIONS;
  - b. Solicitation Number; and
  - c. Name of Bidder.
  - d. Canada requests that bidders provide their bid in separately bound sections as follows:
4. The Bid and Acceptance Form (BA) shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 2 - PRICE;
  - b. Solicitation Number; and
  - c. Name of Bidder.
5. Bid Security is to be submitted in separate envelope and labeled accordingly.
  - a. ENVELOPE 3 – BID SECURITY
  - b. Solicitation Number; and
  - c. Name of Bidder.
6. Timely and correct delivery of bids is the sole responsibility of the Bidder.
7. 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>). To

assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

#### **IB07 REVISION OF BIDS**

A bid submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of bid. The facsimile must be on the Bidder's letterhead or bear a signature that identifies the Bidder. A revision to a unit price bid must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies. **Facsimile # (204) 983-0338**

#### **IB08 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES**

For the purposes of GC1.8 of the General Conditions, only fees or charges directly related to the processing and issue of building permits shall be included. Bidders shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

#### **IB09 PRICE**

1. Unless specified otherwise elsewhere in the bid documents:
  - (a) the bid price shall be in Canadian currency, and
  - (b) the bid price shall not include any amount for the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable, and
  - (c) exchange rate fluctuation protection is not offered, and
  - (d) any request for exchange rate fluctuation protection will not be considered, and will render the bid non-responsive.

#### **IB10 LICENSING REQUIREMENTS**

1. Bidder Team members and Key Personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the project is located.
2. By virtue of submission of a bid, the Bidder certifies that the Bidder's team and Key Personnel are in compliance with the requirements of paragraph 1. The Bidder's Bidder Team acknowledges that Canada reserves the right to verify any information in this regard and that false or erroneous certification may result in the bid being declared non-responsive.

#### **IB11 COMPOSITION OF TEAM**

1. By submitting a bid, the Bidder represents and warrants that the entities and persons proposed in the bid to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the bid. If the Bidder has proposed any person in fulfillment of the project who is not an employee of the Bidder, the Bidder warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed

#### **IB12 LISTING OF SUBCONTRACTOR AND SUPPLIERS**

1. Notwithstanding any list of Subcontractors which the Bidder may be required to submit as part of the bid, the Bidder submitting the recommended bid shall, within 48 hours of receipt of a notice thereof, submit the names of Subcontractors and suppliers for the part or parts of the work listed in the said notice. Once named, the successful Contractor may not substitute one Subcontractor for another without written approval from Canada

#### **IB13 FINANCIAL STATEMENTS**

1. In order to confirm a Bidder's financial capability to perform the subject requirement, the Contracting Authority reserves the right to have access, during the bid evaluation, to current Bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer.
2. Should the Bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the Access to Information Act.
3. In the event that a bid is found to be non-compliant on the basis that the Bidder is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Bidder.

#### **IB14 LANGUAGE OF THE BID AND CONTRACT DOCUMENTS**

1. The Contract documents shall be in the same official language (English or French) as the language of the bid submitted.

#### **IB15 REJECTION OF BID (2014-09-25)**

1. Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
2. Without limiting the generality of paragraph 1) of GI11, Canada may reject a bid if any of the following circumstances is present:
  - a. the Bidder's bidding privileges are suspended or are in the process of being suspended;
  - b. the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;

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- d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
    - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
    - f. with respect to current or prior transactions with Canada
      - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
      - ii. Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
  3. In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:
    - a. the quality of workmanship in performing the Work;
    - b. the timeliness of completion of the Work;
    - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
    - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
  4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any bid based on an unfavourable assessment of the
    - a. adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
    - b. Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
    - c. Bidder's performance on other contracts.
  5. Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, the contracting Authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
  6. Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

#### **IB16 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding the bid must be submitted in writing to the Contracting Officer named on the front page of the Request for Proposal as early as possible within the bidding period. Enquiries should be received no later than 10 business days prior to the date set for bid closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to bidders, the Contracting Officer will examine the content of the enquiry and will decide whether or not to issue an amendment to the Bid Documents.
3. All enquiries and other communications sent throughout the bidding period are to be directed ONLY to the Contracting Officer named on the front page of the Request for Proposal. Failure to comply with this requirement may result in the bid being declared non-responsive.

**IB17 BID SECURITY REQUIREMENTS (2014-06-26)**

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.
2. A bid bond (form [PWGSC-TPSGC 504](#)) shall be in an approved form, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, [Acceptable Bonding Companies](#)
3. A security deposit shall be an original, properly completed, signed where required and be either
  - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3. a. of IB17
  - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of IB17, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - c. An approved financial institution is
    - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the [Canadian Payments Act](#);
    - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the [Income Tax Act](#); or
    - v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3. b. of IB17 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
  - a. payable to bearer;
  - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - c. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
7. An irrevocable standby letter of credit referred to in paragraph 8) of IB17 shall

- 
- a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
    - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
  - b. state the face amount which may be drawn against it;
  - c. state its expiry date;
  - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
  - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - f. provide that it is subject to the International Chamber of Commerce (ICC) *Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision*, ICC Publication No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
8. Bid security shall lapse or be returned as soon as practical following
- a. the solicitation closing date, for those Bidders submitting non-compliant bids; and
  - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
  - c. the award of contract, for those Bidders submitting the second and third ranked bids; and
  - d. the receipt of contract security, for the successful Bidder; or
  - e. the cancellation of the solicitation, for all Bidders.
9. Notwithstanding the provisions of paragraph 8 of IB17 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

#### **IB18 CONTRACT SECURITY REQUIREMENTS**

1. The successful Bidder shall be required to provide Contract security in accordance with R2890 (2014-06-26) - Contract Security listed in the Terms of Agreement - A1 Contract Documents, within 14 days after receipt of a notice in writing that the bid was accepted by Canada.

#### **IB19 APPLICABLE TAXES (2015-02-25)**

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

#### **IB20 COMPLIANCE WITH APPLICABLE LAWS**



1. By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 20.1, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 20.2 shall result in disqualification of the bid.

#### **IB21 PERFORMANCE EVALUATION**

1. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation will be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

The form PWGSC-TPSGC 2913

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>),

SELECT- Contractor Performance Evaluation report form, is used to record the performance.

1. *The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is generally used to record the performance. However, should the actions of the contractor require the initiation of a conditional amendment and/or a Termination by Default, PWGSC may proceed with a Vendor Performance Corrective Measure assessment. Additional information about Conditional Amendments and the Vendor Performance Corrective Measure Policy may be found at: <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/180>.*

#### **IB22 BID COSTS**

1. No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

#### **IB23 PROCUREMENT BUSINESS NUMBERS**

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

#### **IB24 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period beyond the 60 days referred to therein. Upon notification in writing from Canada, the Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in 24.1 is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in 24.1 is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either



- 
- a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
    - b) cancel the RFP.
  4. The provisions expressed herein do not in any manner limit Canada's rights in law or under Section 15 of the Instructions to Bidders.

**IB25 NOTIFICATION**

1. Canada normally expects to advise unsuccessful bidders in writing within one week after entering into a contractual arrangement with the successful Bidder.

**IB26 DEBRIEFING**

1. A debriefing will be provided, on request, only following entry by Canada into a contractual arrangement with the successful Bidder. Should a Bidder desire a debriefing, the Bidder should contact the person identified on the front page of the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

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## **Submission Requirements and Evaluation (SRE's)**

### **SECTION 1 BID FORM AND CONTENT REQUIREMENTS**

Canada is seeking bids specific to this project. The bid must demonstrate an analytical and creative response to the specific nature of the project as set out in the Terms of Reference.

The bid submission itself shall comprise three parts, *Part 1 - Technical Portion*, *Part 2 - Price Portion* and *Part 3 – Bid Security Portion*.

#### ***Part 1 – "Technical Portion":***

Part 1 includes: the Technical Portion; Management and Organizational Bid and the Inuit Opportunities Consideration.

#### **Section I: Technical**

The technical portion should contain all the material necessary to fully represent the technical content of the bid called for in the Request for Proposal document (which includes the Terms of Reference), in a concise, comprehensive manner. It is to be organized under the technical criteria detailed in the Submission Requirements. These criteria are meant to permit a connected, logical presentation of the bid. While the Submission Requirements explanations describe in general terms the intent and the information to be included under each criterion, they are not necessarily exhaustive. Bidders are responsible for fully representing their bid.

The technical bid should address clearly and in a 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.

No reference to "PRICE" is to be included in the "TECHNICAL" portion of the submission

#### **Section II: Management and Organizational**

In their managerial and organizational bid, bidders must describe their capability and experience, the project management team and provide client contact(s). Your Managerial & Organizational Bid should include, but not necessarily be limited to, the following points:

This section should clearly demonstrate that you have the capacity to manage the project effectively and efficiently. Your bid should contain information in sufficient detail to outline the qualifications of your Team as described in Annex "A", relative to contaminated site remediation. Include details of your proposed organization and work force including back-up resources for the project, your Project Team history relative to the area related to the project, and your provisions for controlling costs and conformance to the Statement of Work.

#### **Section III: Inuit Opportunities Consideration**

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 citizens and businesses in carrying out the work under this project

**Part 2 - "Price Portion":**

Contains the bid price to perform all the proposed services. Complete one copy only of the Bid Price Form (Annex B), and enclose it together with the bid security in a separate sealed envelope clearly marked with the Bidder's name and the project identification. It is mandatory that the Bid Price Form be used for this purpose.

**Part 3 – "Bid Security Portion"**

Contains the Bid Security as per IB17 Bid Security Requirements.

Bidders should not submit promotional materials as part of their submissions and are strongly encouraged,

- a) not to submit information that is not required by this RFP;
- b) to be succinct in their submissions;
- c) to mark each page of their submissions with page numbers;
- d) use dividers or tabs to clearly mark sections as outlined in the Evaluation Criteria Table.

**SECTION 2: SELECTION****2.1 General**

Canada will evaluate the submissions received and such evaluation will be based on the following factors:

- a) compliance with the terms and conditions of this solicitation;
- b) the cost representing best value for a technically compliant bid to Canada for the Work;
- c) assessment of all technical documentation and information for technical compliance;

**Basis of Selection**

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 points specified for the technical evaluation;
- d. obtain the required minimum of points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 1000 points.

2. Bids not meeting (a) or (b) or (c) or (d) 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 50% for the technical merit (including Technical, Management and Organizational, and Inuit Opportunities Consideration) and 50% for the price.

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4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of technical points obtained / maximum number of technical points available multiplied by the ratio of 50%.
  5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 50%.
  6. The scoring for price will be done by allocating full marks to the lowest price bid, with the other bids being given a prorated score. Based on the results of the evaluations, the bidder with the highest combined total points, given that the price of the bid does not exceed the maximum premium of 15% of the lowest priced compliant bid, will be recommended for award of the contract. If the bidder with the highest combined total points exceeds the maximum premium of 15% of the lowest priced compliant bid, their bid will be considered non-compliant and given no further consideration.
  7. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
  8. 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 combine rating of technical merit and price will be recommended for award of a contract.

## 2.2 Financial Evaluation

The evaluated price will be as identified in "Annex A Bid Price Form" at Sub-clause 1.3

### SECTION 3: TECHNICAL EVALUATION

#### Point Rated Criteria:

The *Part 1 - Technical Portion* part of the bid will be evaluated by the Evaluation Board under the technical criteria listed in the Evaluation Criteria Table and as further explained in the Submission Requirements.

The information will be rated from 1 to 10 for each technical criterion/element. An initial score for each criterion based on the comparison of each submission with a rating of 0, 2, 4, 6, 8 or 10 points in accordance with the following Evaluation Rating Table, will be assigned by each individual evaluating board member. During the consensus meeting an odd number may be assigned after discussions with all members of the evaluating board. The rating is then multiplied by the weight factor shown in the Evaluation Criteria Table to produce a weighted rating. The technical score is obtained by adding the sum of the weighted ratings.

	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.	Has 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
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent 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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## Evaluation Criteria Table

Technical Evaluation Criterion	Weight Factor	Rating	Technical Points Rating	Minimum pass mark
<b>1. Technical Proposal</b>				
1.1 Clear, Concise and Complete Proposal Demonstrating Understanding of Project Objectives	3	0-10	0-30	n/a
1.2 Mobilization/Demobilization and Logistical Considerations	6	0-10	0-60	36pts
1.3 Operation and Maintenance of Camp Facilities	9	0-10	0-90	n/a
1.4 Earthworks	18	0-10	0-180	n/a
1.5 Building Demolition, Site infrastructure and Scattered Site Debris	6	0-10	0-60	n/a
1.6 Hazardous Waste	6	0-10	0-60	n/a
1.7 Contaminated Soil	6	0-10	0-60	n/a
1.8 Schedule	6	0-10	0-60	n/a
	<b>60</b>		<b>0-600</b>	<b>360pts</b>
<b>2. Management and Organization Proposal</b>				
2.1. Company/Joint Venture/Consortium Qualifications and Experience	5	0-10	0-50	n/a
2.2. Client and Project References	3	0-10	0-30	n/a
2.3 Qualifications of Key Individuals	10	0-10	0-100	n/a
2.4 Organizational Chart	2	0-10	0-20	n/a
	<b>20</b>		<b>0-200</b>	<b>120 pts</b>
<b>3. Inuit Opportunity Considerations</b>				
3.1 Training	3.5	0-10	0-35	n/a
3.2 Inuit Labour Recruitment	8	See details	0-80	n/a
3.3 Nunavut Offices	2.5	0-10	0-25	n/a
3.4 Sub-contractors/Suppliers	6	See details	0-60	n/a
	<b>20</b>		<b>0-200</b>	
<b>TOTAL OVERALL POINTS AVAILABLE</b>	<b>100</b>		<b>0-1000</b>	

**Submission Requirements**

ITEM	CATEGORY	Points Available
<b>2.0</b>	<b>Technical Proposal</b>	
2.1	<p><b>Clear, Concise and Complete Proposal Demonstrating Understanding of Project Objectives</b>            Provided a clear, concise and complete proposal that is well organized. All criteria was addressed in the order outlined in the RFP and in sufficient depth so as to indicate a clear understanding of the requirements and services to be provided.</p> <p>Proponent demonstrated environmental stewardship and understanding of the unique nature of the project, scope of the work, relative to, but not limited to the constraints of working in a remote northern location and climate with potentially limited support and access. Clearly identify the key logistical, scheduling and environmental challenges associated with the proposed work with limited access.</p>	30
2.2	<p><b>Mobilization/Demobilization and Logistical Considerations</b>            Provided a detailed description on how all equipment, fuel, materials, supplies and personnel proposed for use at the site will be transported to and from the site. Include discussion on, but not limited to the following topics.</p> <ul style="list-style-type: none"> <li>- Provided a list of equipment to be brought to the site, supported by photos, condition and age/hours of heavy equipment, with reference to existing site equipment</li> <li>- Provided details of fuel management, including expected volume, transportation, storage and transfer.</li> <li>- Described transportation methodology to and from the site of all equipment and supplies to undertake the work.</li> <li>- Provided methodology for winter road construction, planned route(s) and included contractor or sub-contractor's credentials supported by examples of prior experience, similar in scope and scale to effectively undertake these tasks.</li> <li>- Identified back-up plan (at no extra cost to the contract) if proposed plan has limitations</li> <li>- Provided a detailed description of demobilization plan, identifying equipment removal and close-out of site.</li> <li>- Outlined risks and provided mitigative measures associated with this task.</li> <li>- Demonstrated understanding and compliance with regulatory requirements as it relates to this task.</li> <li>- Provided details of health and safety considerations specific to this project and task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task.</li> </ul>	60  <b>(Must meet 36 points Minimum pass mark for this criteria)</b>

2.3	<p><b>Operation and Maintenance of Camp Facilities</b></p> <p>Provided details on camp operations and facilities and services. Include discussion on, but not limited to the following topics.</p> <ul style="list-style-type: none"> <li>- A description of how existing camp facility will be assessed and modified to suit the needs of this work including possible electrical, plumbing and mechanical modifications.</li> <li>- Identified number of personnel, crew rotations and re-supply flights.</li> <li>- Wastewater management (black and grey water).</li> <li>- Solid waste management.</li> <li>- Source of domestic water.</li> <li>- Communications system, within the site, and with outside communities.</li> <li>- Wildlife safety.</li> <li>- DR requirements related to camp operations.</li> <li>- Camp decommissioning and shut down procedure.</li> <li>- Outlined the risks and provided mitigative measures associated with this task.</li> <li>- Demonstrated understanding and compliance with regulatory requirements as it relates to this task.</li> <li>- Provided details of health and safety considerations specific to this project and task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task.</li> </ul>	90
2.4	<p><b>Earthworks</b></p> <p>Provided a detailed description on how all major earthworks will be undertaken. Include discussion on, but not limited to the following topics.</p> <ul style="list-style-type: none"> <li>- Included understanding of the Engineering Design requirements and role of design Engineer for this task.</li> <li>- Included credentials of the design firm, identified key personnel assigned to this project supported by examples of prior experience, similar in scope and scale to effectively undertake this tasks.</li> <li>- Dewatering and/or water management activities during or prior to major earthworks.</li> <li>- Specify equipment and associated production rates.</li> <li>- Described potential borrow source development activities.</li> <li>- Grading</li> <li>- Survey.</li> <li>- Major earthworks include the following items: <ul style="list-style-type: none"> <li>o Breach West Dam</li> <li>o Cover Cell A</li> <li>o Breach Divider Dyke</li> <li>o Landfill Construction</li> <li>o C1 diversion and pit outflow</li> </ul> </li> </ul>	180



2.5	<p><b>Building Demolition, Site infrastructure and Scattered Site Debris</b> Provided a detailed explanation of the decommissioning, demolition and landfilling process for the buildings, site infrastructure and debris.</p> <ul style="list-style-type: none"> <li>- Provided methodology for building and structure demolition, including the above ground fuel storage tanks (ASTs).</li> <li>- Provided detailed methodology for separating waste streams, volume minimization and process for landfilling of waste generated from demolition and scattered site infrastructure and debris.</li> <li>- Provided details of health and safety considerations specific to this project and task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task.</li> </ul>	60
2.6	<p><b>Hazardous Waste</b> Provided methodology for handling and disposal of hazardous waste, including but not limited to discussion on the following topics:</p> <ul style="list-style-type: none"> <li>-Methodology for onsite testing and processing and/or offsite disposal of petroleum products, including residual product in ASTs.</li> <li>-Methodology for dismantling lead painted AST's</li> <li>-Handling and disposal methodology for chemicals, batteries, solvents, and other hazardous building materials and liquid waste.</li> <li>-Identified the means of transport for the off-site disposal, including type of containers proposed for transport and tracking system.</li> <li>-Identified final disposal locations as well as method of showing proof of waste acceptance and disposal</li> <li>- Demonstrate understanding and compliance with applicable regulatory requirements as it relates to this task.</li> </ul>	60
2.7	<p><b>Contaminated Soil</b> Provided a detailed methodology for the handling and treatment of the petroleum hydrocarbon (PHC) contaminated soil. Included at minimum, but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Provided details of the location, construction and decommissioning of treatment cell(s)</li> <li>• Provided details of the decommissioning of the fuel tank berms.</li> <li>• Provided methodology for handling of contaminated soils.</li> <li>• Provided details of the soil treatment methodology with discussion on testing and expected time requirements</li> <li>• Outlined the risks and provided mitigative measures associated with this task.</li> <li>• Demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task.</li> <li>• Provided details of health and safety considerations specific to this task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task, including PPE requirements.</li> </ul>	60
2.8	<p><b>Schedule</b> Prepared a schedule of activities that illustrated the duration of each of the major tasks.</p> <ul style="list-style-type: none"> <li>- Each task should be broken down into sufficient sub tasks so that project progress can be easily monitored by the Departmental Representative.</li> <li>- Identified the critical path of activities within the schedule and what "float" is included within the duration of the specified activities.</li> </ul>	60

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	<ul style="list-style-type: none"> <li>- The schedule clearly indicated the sequence of work activities.</li> <li>- Identified potential scheduling delay risks and mitigative measures demonstrating complete project delivery by contract end date of March 31, 2018.</li> </ul>	
	<b>Maximum Total Points Available</b>	600
	<b>Minimum Points Acceptable Overall Under Technical Proposal (60% Pass Mark)</b>	360
<b>3.0</b>	<b>Management and Organization Proposal</b>	
3.1	<b>Company/Joint Venture/ Consortium Qualifications and Experience</b> Provided details on the qualifications on your company/joint venture/consortium, your historical background demonstrating experience specifically related to similar scope of work activities at remote northern locations.	50
3.2	<b>Client and Project References</b> Provided evidence of up to three (3) remediation projects, similar in scale and scope, successfully undertaken by key members of the proposed project team. Clearly identified the project team, their roles, the project objectives, scope of services, budget, completion date and deliverables.  <i>"Similar in scale and scope" defined as remediation project located at a northern remote site, in which major earthworks, demolition and handling of hazardous waste was a significant part of the scope.</i>  Provided letters of reference, signed by client/employer for each of the projects. Identified the extent to which the bidder met the objectives of the project and delivered services on time and on budget.  <i>All information provided in the reference letter may be verified by contacting references.</i>	30

3.3	<p><b>3.3 Qualifications of Key Individuals</b></p> <p>Provided resumes (up to 2 pages in length) for the following positions. Resumes included, experience on similar projects, experience working in remote Northern environments and experience in the proposed project role.</p> <p>A. Project Manager 25</p> <ul style="list-style-type: none"> <li>- Demonstrated experience managing remediation projects similar in scale and scope (as defined in 3.2 above) to the proposed project.</li> <li>- Experience included financial and schedule control, liaison with client.</li> </ul> <p>B. Site Superintendent and cross-shift(s) 30/20</p> <ul style="list-style-type: none"> <li>- Demonstrated experience managing personnel in a remote camp setting.</li> <li>- Experience included site superintendent experience on remediation projects similar in scope to the proposed project.</li> <li>- Qualifications include Level II Mine Manager certification</li> </ul> <p>C. Hazardous Waste Specialist 15</p> <ul style="list-style-type: none"> <li>- Demonstrated field experience in the identification, sampling and characterization of hazardous waste.</li> <li>- Experience included the characterization, containerization and transportation and disposal of hazardous materials.</li> </ul> <p>D. On-site Health &amp; Safety Coordinator 10</p> <ul style="list-style-type: none"> <li>- Demonstrated experience working in remote areas.</li> <li>- Experienced in developing and implementing site specific health and safety programs for remediation sites.</li> </ul> <p><b>NOTE:</b> Cross-shift personnel are personnel who will regularly replace the identified personnel for shift changes during the site work.</p>	100
3.4	<p><b>Organization Chart</b></p> <p>Submitted a detailed Organization Chart of the Project Team showing INAC, PWGSC, Contractor's Staff and Sub-Contractors.</p> <ul style="list-style-type: none"> <li>- Included all of the resource elements including Contractor personnel and subcontractors.</li> <li>- Identified who will be responsible for overall control and for the provisions for controlling costs and conformance to the Statement of Work.</li> <li>- Clearly identified lines of communication for all parties.</li> </ul>	20
	<b>Maximum Total Points Available</b>	200
	<b>Minimum Points Acceptable Overall Under Management and Organization Proposal (60% Pass Mark)</b>	120

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4.0	Inuit Benefits Criteria	Available Points								
The requirement of the Nunavut Land Claims Agreement (NLCA) apply to this procurement. Canada reserves the right to confirm validity of all declarations/guarantees.										
4.1	<p><b>TRAINING:</b> Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit from the NLCA at no additional cost under this Contract. “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.</p> <p>Total number of Inuit training hours proposed: _____</p> <p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Inuit training hours, with the proposal committing to the highest number of training hours receiving full points.</p>	35								
4.2	<p><b>LABOUR:</b> The employment of Inuit in carrying out the work of the contracts.</p> <p>Bidder will be evaluated on their firm guarantee to use Inuit employees from the NLCA in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>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 Contractor and review of statistics records on Inuit labour on site.</p> <table><tr><td>0 - 29% - of total labour hours</td><td>0 points</td></tr><tr><td>30 - 59% - of total labour hours</td><td>20 – 60 points</td></tr><tr><td>60 - 79% - of total labour hours</td><td>61 – 74 points</td></tr><tr><td>80 - 100% - of total labour hours</td><td>75 – 80 points</td></tr></table> <p>Guarantee of Inuit Employee Content: Bidders complete this section if a guarantee is being</p>	0 - 29% - of total labour hours	0 points	30 - 59% - of total labour hours	20 – 60 points	60 - 79% - of total labour hours	61 – 74 points	80 - 100% - of total labour hours	75 – 80 points	80
0 - 29% - of total labour hours	0 points									
30 - 59% - of total labour hours	20 – 60 points									
60 - 79% - of total labour hours	61 – 74 points									
80 - 100% - of total labour hours	75 – 80 points									

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	<p>provided.</p> <p><u>Total Est. No. Of Onsite Inuit Labour Hours For This Project (A)</u> Total Est. No. Of Onsite Labour Hours For This Contract (B)</p> <p>A/B = _____ %</p> <p>*** Penalties and Incentives Conditions will apply to this criterion.</p>									
4.3	<p><b>Nunavut Offices:</b> Bidders are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the NLCA.</p>	25								
4.4	<p><b>Sub-contractors/Suppliers.</b> The use of sub-contractors or suppliers that are Inuit, or Inuit firms, in carrying out the contract</p> <p>Bidder will be evaluated on their firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the impacted area of the contract associated with the contract.</p> <table><tr><td>0 - 39% -</td><td>0 – 20 points</td></tr><tr><td>40 - 59% -</td><td>21 – 40 points</td></tr><tr><td>60 - 79% -</td><td>41 – 54 points</td></tr><tr><td>Greater than 80%</td><td>55 – 60 points</td></tr></table> <p>Note:</p> <p>If the Prime Contractor is an Inuit Owned business, all supplier and subcontracting costs qualify under the definition of “Inuit sub-contracting/supplier costs)</p> <p><u>Guarantee of Inuit Sub-Contracting / Supplier Costs:</u> Bidders complete this section if a guarantee is being provided.</p> <p><u>Total Est. Cost for Supplies/Materials/Equip/Services Procured from Inuit companies For This Project (GST extra) (A)</u></p> <p>Total Bid Price (GST extra) (B)</p> <p>A/B = _____ %</p>	0 - 39% -	0 – 20 points	40 - 59% -	21 – 40 points	60 - 79% -	41 – 54 points	Greater than 80%	55 – 60 points	60
0 - 39% -	0 – 20 points									
40 - 59% -	21 – 40 points									
60 - 79% -	41 – 54 points									
Greater than 80%	55 – 60 points									

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	<b>TOTAL POINTS AVAILABLE UNDER IOC =</b>	200
	<b>TOTAL OVERALL POINTS AVAILABLE =</b>	1000

**Notes:** Upon award, the Contractor will submit a written plan of consultations, measures and procedures taken to deliver on the Inuit Employment and Business commitments made in the bid.

#### SECTION 4: MANDATORY SUBMISSION REQUIREMENTS

To be considered compliant, a submission must meet all of the mandatory evaluation criteria. **Submissions not meeting all of the mandatory requirements will be given no further consideration. The Bidder must:**

1. Submit the bid to the Bid Receiving Unit prior to the closing date and time indicated on the front page of the solicitation document;
2. Complete and submit signed Bid Price Form (Annex B);
3. Provide Bid Security per IB17 of the Instructions to Bidders;

#### SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Bidder in ensuring a complete submission. The Bidder is responsible for meeting all submission requirements.

**Proposal - one (1) original, plus five (5) bound copies, plus one (1) USB stick**

**Front page of RFP - acknowledged**

**Bid Price Form (in a separate envelope) - completed and signed**

**Front page(s) of any solicitation amendment(s) - acknowledged**

**Bid Security submitted as per IB17**

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## ANNEX A: BID PRICE FORM

This Bid Price Form, duly completed, the signed front page of the RFP, and the requisite bid security shall be enclosed and sealed in an envelope provided by the Bidder, and shall be addressed and submitted to the office designated for the receipt of bids.

### 1.1 Project Identification

Project Name: JERICO MINE SITE STABILIZATION

Project Location: JERICO MINE SITE, NUNAVUT

Solicitation Number EW699-171068/A

### 1.2 Business Name and Address of Bidder

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ PBN: \_\_\_\_\_

Email: \_\_\_\_\_

### 1.3 Offer

The Bidder, hereby offers to Canada to perform and complete the work for the above named project in accordance with the Terms of Reference, at the place and in the manner set out therein for the **"TOTAL BID AMOUNT"** INDICATED.

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

### LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

<b>LUMP SUM AMOUNT (LSA)</b> Excluding applicable tax(es)
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## UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.  
(b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable taxe(s) extra (PU)	Extended amount (EQ x PU) applicable taxe(s) extra
1	02 61 00.01-1	Treat the PHC Soil	m3	7,800		
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable taxe(s)						

<b>TOTAL BID AMOUNT (LSA +TEA)</b> Excluding applicable taxe(s)	
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### 1.4 Team Identification

The Contractor and other members of the Design-Build Team shall be, or be eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

Bidder (Design-Builder):

Name:

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Key Individuals and provincial/territorial professional licensing status:

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Key Subcontractors / Sub-consultants / Specialists:

Name:

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Key Individuals and provincial/territorial professional licensing status:

Key Subcontractors / Sub-consultants / Specialists:

Name:

Key Individuals and provincial/territorial professional licensing status:

Key Subcontractors / Sub-consultants / Specialists:

Name:

Key Individuals and provincial/territorial professional licensing status:

Key Subcontractors / Sub-consultants / Specialists:

Name:

Key Individuals and provincial/territorial professional licensing status:

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Key Subcontractors / Sub-consultants / Specialists:

Name:

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Key Individuals and provincial/territorial professional licensing status:

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Key Subcontractors / Sub-consultants / Specialists:

Name:

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Key Individuals and provincial/territorial professional licensing status:

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**END OF BID PRICE FORM**

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## ANNEX A1: COST BREAKDOWN TABLE

The table below is for information purposes only.

Prior to contract award the assessed best value proponent will be required to complete the following table. The total evaluated price must equal the bid submission per the bid price form total submitted at the time of bid closing.

Section	ID	Specification Reference	Description	Unit	Quantity	Price
Division 1	1.1	BOPC-1	Balance of Project Costs	Lump Sum	1	
Division 1	1.2	BOPC-2	Engineering Design	Lump Sum	1	
Division 1	1.3	01 11 00-1	Worker Orientation Seminar	Lump Sum	1	
Division 1	1.3	01 31 19-1	Project Meetings	Lump Sum	1	
Division 1	1.3	01 31 19-2	Community Meetings	Lump Sum	1	
Division 1	1.3	01 33 00-1	Submittals	Lump Sum	1	
Division 1	1.3	01 35 32-1	Site Specific Health and Safety Plan	Lump Sum	1	
Division 1	1.4	01 53 00-1	Mobilization	Lump Sum	1	
Division 1	1.5	01 53 00-2	Demobilization	Lump Sum	1	
Division 1	1.6	01 54 00-1	Operation and Maintenance of Camp Facilities	Lump Sum	1	
Division 1	1.7	01 78 00-1	Project Record Documents	Lump Sum	1	
Division 1			<b>Subtotal Division 1</b>			<b>\$ -</b>
Division 2	2.0		<b>Earthworks</b>			
Division 2	2.1	TOR	Breach the C1 Diversion and construct a Pit Overflow	Lump Sum	1	
Division 2	2.2	TOR	Breach the West Dam	Lump Sum	1	
Division 2	2.3	TOR	Notch Divider Dyke A	Lump Sum	1	
Division 2	2.4	TOR	Construct a Cover over Cell A	Lump Sum	1	
Division 2	2.5	TOR	Construct a Non-Hazardous Landfill	Lump Sum	1	
Division 2	2.6	TOR	Re-grade the Containment Berms	Lump Sum	1	
Division 2			<b>Subtotal Earthworks</b>			<b>\$ -</b>
Division 2	3.0		<b>Environmental</b>			
Division 2	3.1	02 61 00.01-1	Treat the PHC Soil	m <sup>3</sup>	7,800	
Division 2	3.2	02 81 01-1	Dismantle Lead-Based Paint coated ASTs	Lump Sum	1	
Division 2	3.3	02 81 01-2	Consolidate and Incinerate Organic Liquid Wastes or remove off-site for disposal	Lump Sum	1	
Division 2	3.4	02 81 01-3	Depressurize Gas Cylinders and Fire Extinguishers	Lump Sum	1	

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Division 2	3.5	02 81 01-4	Remove All Other Hazardous Waste off-site for disposal (materials from Process Plant <u>not</u> included): - batteries, mercury vapour in fluorescent lights, paint, refrigerant-containing items, oil absorbent; large amounts of glycol, paraffin wax, bentonite, cement, preservatives, biomedical and pharmaceutical waste, oil/lubricants/fuels, etc.	Lump Sum	1	
Division 2			<b>Subtotal Environmental</b>			\$ -
Division 2	<b>4.0</b>		<b>Demolition</b>			
Division 2	4.1	02 41 16-1	Demolish and landfill Main Camp Facility	Lump Sum	1	
Division 2	4.2	02 41 16-2	Dismantle and landfill Tanks and debris from Tank Farm Area	Lump Sum	1	
Division 2	4.3	02 41 16-3	Demolish and landfill remaining structures (Process Plant, Truck Shop, Terminal Buildings and Core Shack <u>not</u> included)	Lump Sum	1	
Division 2	4.4	02 41 32-1	Collect and Landfill remaining Non-Hazardous material debris	Lump Sum	1	
Division 2			<b>Subtotal Demolition</b>			\$ -
Division 2			<b>Subtotal Division 2</b>			\$ -
			<b>TOTAL PRICE (excluding taxes)</b>			

[illegible]

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## APPENDIX 2 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

<b>Contracting Authority is:</b>	
Name:	<b>Crystal Sarna</b>
Title:	Supply Specialist
Department:	Public Works and Government Services Canada
Division:	Environmental Services Acquisitions Team
Telephone:	204-298-2742
Fax:	204-983-7796
E-mail:	<a href="mailto:Crystal.sarna@pwgsc-tpsgc.gc.ca">Crystal.sarna@pwgsc-tpsgc.gc.ca</a>

<b>Technical Authority is :</b>	<b><i>To be determined at contract award</i></b>
Name:	
Title:	
Department:	
Division:	
Telephone:	Cell :
Fax:	
E-mail:	

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### APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

*Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C.*

Name: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Number of company employees: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

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#### APPENDIX 4 BIDDER GUARANTEE AND CERTIFICATION

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.

**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 – Guarantee of Inuit Training**

Name & Position Title (Provide name(s) where possible)	Inuit Employee	Non Inuit Employee
Bidders to include type of training and hours of training.		

**TABLE 3 – Guarantee of Inuit Labour Content**

Total No. Of on-site Inuit Person Hours for This Project = \_\_\_\_\_ %  
Total No. Of on-site Person Hours for This Project

Name & Position Title (Provide name(s) where possible)	Aboriginal Employee Hours	Non - Aboriginal Employee Hours
Bidders to include the # of hours to be worked.		

**TABLE 4 – Guarantee of Inuit Content for Sub-Contracting/Suppliers Content:**

Total Estimated Cost for Supplies/Materials, Equip And Services Procured From Aboriginal Companies for This Project  
Total Bid Price

= \_\_\_\_\_ %

Name & Position Title (Provide name(s) where possible)	Inuit Company	Non- Inuit Company
Bidder to include the value of work to be Sub-Contracted.		



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## Bidder Certification

The Bidder must submit the following certification if a guarantee of Inuit Benefit Plan is being provided, either at time of bid submission, or prior to contract award.

### 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.

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## APPENDIX 5 CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For successful Contractor only - If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IBP portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on a prior to final payment.
2. Information provided may be subject to verification.
3. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' IBP guarantee.
4. 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.

### Return Reports to:

Contracting Authority Name: Crystal Sarna  
Email: crystal.sarna@pwgsc-tpsgc.gc.ca

**TABLE 1 – Head Office**

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

**TABLE 2 – Achievement of Inuit Training**

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

**TABLE 3 – Achievement of Inuit Labour Content**

Total on-site Person Hours for This Project: \_\_\_\_\_ Hours

Total on-site Inuit Person Hours for This Project: \_\_\_\_\_ Hours

Total No. Of on-site Inuit Person Hours for This Project = \_\_\_\_\_ %

Total No. Of on-site Person Hours for This Project

Name & Position Title (Provide name(s) where possible)	Inuit Employee Hours	Non –Inuit Employee Hours

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Contractor to include the # of hours worked

**TABLE 4 – Achievement of Inuit Content for Sub-Contracting/Suppliers Content:**

Final Contract Value: \$ \_\_\_\_\_

Total value of Inuit procured goods or services for this project: \$ \_\_\_\_\_

Total Cost For Supplies/Materials, Equipment And Services Procured From Inuit Companies for This Project

Final Contract Value

Final Contract Value = \_\_\_\_\_ %

Company Name	Inuit Company	Non- Inuit Company
Contractor to include the value of Sub-Contracted work		

Contractor Certification

**INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

The Contractor certifies the information contained in the ACHEIVEMENT TABLES is accurate and complete.

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## APPENDIX 6 INUIT BENEFITS PLAN INCENTIVE AND PENALTY CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified percentage of Inuit employee hours worked 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. (Table 2B)
3. If the contractor 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. (Table 2C)
4. If the contractor 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 contractor 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 1A)
5. If the contractor exceeds the percentage of Inuit Sub-contractors/Suppliers guarantees that were certified in the bid, subject to the approval of the Departmental Representative, the contractor 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. Contractors who exceed the IBP guarantee under one criterion but fall short on the other may be evaluated for a penalty and an incentive. The Inuit Incentive and Penalty Conditions as specified above will be assessed based on the formulas identified herein.
7. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
8. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
9. Canada reserves the right, at their sole discretion, to reduce or eliminate penalties if it can be clearly demonstrated that significant efforts were made to meet the ABP / IBP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

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 or amendment negotiation.

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## INUIT EMPLOYMENT INCENTIVE AND PENALTY

**CHECKLIST**

CONTRACTOR: \_\_\_\_\_

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	<b>Certified Onsite Inuit employment guarantee met, exceeded or fell short?</b>  <b>Met</b> - No applicable penalty or bonus.  <b>Exceeded</b> - Contractor 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; <b>Proceed to Table 1A</b>  <b>Shortfall</b> - Contractor may be penalized up to 1% of the final contract value <b>Proceed to Table 2B</b>		
5	<b>Certified Inuit Sub-contracting/Supplier guarantee met, exceeded or fell short?</b>  <b>Met</b> - No applicable penalty or bonus.  <b>Exceeded</b> - Contractor 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; <b>Proceed to Table 1B</b>  <b>Shortfall</b> - Contractor may be penalized up to 1% of the final contract value <b>Proceed to Table 2C</b>		
6	COMMENTS:		

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**TABLE 1A - ASSESSMENT OF ONSITE INUIT  
 LABOUR INCENTIVE BONUS**

ITEM#	REQUIREMENT	WEIGHT	SCORE
<b>1</b>	<b>INCREASED ONSITE ABORIGINAL / INUIT LABOUR:</b>  <b>Note:</b> 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:  $\% \text{ Increase} = \frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed\%}}$  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	<b>60</b>	
<b>2</b>	<b>CONTRACTOR DUE DILIGENCE:</b>  Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to increase the onsite Inuit labour guarantees.  <b>Points awarded for contractor due diligence based on the following scale:</b>  0-13 points - Contractor demonstrated little to no effort and made no attempt to increase the guarantees.  14-27 points - Contractor demonstrated moderate effort while attempting to increase the Aboriginal / Inuit guarantees.  28-40 points - Contractor demonstrated outstanding effort while attempting to increase the Aboriginal / Inuit guarantees.	<b>40</b>	
<b>3</b>	<b>TOTAL ASSESSED SCORE</b>	<b>100</b>	
<b>4</b>	<b>RECOMMENDED INUIT LABOUR INCENTIVE BONUS</b> (final contract value) x 1% x (total assessed score/100)	<b>\$</b>	
<b>5</b>	<b>COMMENTS/JUSTIFICATIONS:</b>		
<b>6</b>	<b>SIGNATURE OF EVALUATION PANEL:</b>  Departmental Representative: _____ Project Lead: _____ Contracting Officer (PWGSC): _____		

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**TABLE 1B - ASSESSMENT OF INUIT  
SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS**

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

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**TABLE 2B - ASSESSMENT OF ONSITE INUIT  
 LABOUR PENALTY**

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



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**TABLE 2C - ASSESSMENT OF INUIT  
 SUB-CONTRACTING/SUPPLIER PENALTY**

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

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## **ANNEX B: TERMS AND CONDITIONS**

### **TERMS OF AGREEMENT**

A1 Contract Documents

A2 The Work

### **GENERAL CONDITIONS**

#### **GC1 GENERAL PROVISIONS (2015-07-09)**

- GC1.1 Interpretation
- GC1.2 Contract Documents
- GC1.3 Status of the Contractor
- GC1.4 Rights and Remedies
- GC1.5 Time of the Essence
- GC1.6 Indemnification by Contractor
- GC1.7 Indemnification by Canada
- GC1.8 Laws, Permits and Taxes
- GC1.9 Workers' Compensation
- GC1.10 National Security
- GC1.11 Public Ceremonies and Signs
- GC1.12 Conflict of Interest
- GC1.13 International Sanctions
- GC1.14 Certification - Contingency Fees
- GC1.15 Agreements and Amendments
- GC1.16 Unsuitable Workers
- GC1.17 Assignment
- GC1.18 Rights to Intellectual Property
- GC1.19 No Bribe
- GC1.20 Succession
- GC1.21 Code of Conduct and Certifications - Contract

#### **GC2 ADMINISTRATION OF THE CONTRACT (2015-02-25)**

- GC2.1 Departmental Representative's Authority
- GC2.2 Interpretation of Contract
- GC2.3 Notices
- GC2.4 Site Meetings
- GC2.5 Review and Inspection of Work
- GC2.6 Superintendent
- GC2.7 Non-discrimination in Hiring and Employment of Labour
- GC2.8 Accounts and Audits

#### **GC3 EXECUTION AND CONTROL OF THE WORK (2015-02-25)**

- GC3.1 Progress Schedule
- GC3.2 Project Design and Role of the Designer
- GC3.3 Construction Safety
- GC3.4 Execution of the Work
- GC3.5 Material
- GC3.6 Subcontracting
- GC3.7 Construction by Other Contractors or Workers
- GC3.8 Labour and Fair wages
- GC3.9 Material, Plant and Real Property become Property of Canada
- GC3.10 Defective Work
- GC3.11 Use of the Work and Cleanup of Site
- GC3.12 Warranty and Rectification of Defects in Work

**GC4** **PROTECTIVE MEASURES** - *condition incorporated by reference***GC5** **TERMS OF PAYMENT** (2015-02-25)

- GC5.1 Interpretation
- GC5.2 Amount Payable
- GC5.3 Increased or Decreased Costs
- GC5.4 Progress Payment
- GC5.5 Substantial Performance of the Work
- GC5.6 Final Completion
- GC5.7 Payment not Binding on Canada
- GC5.8 Claims and Obligations
- GC5.9 Right of Set-off
- GC5.10 Assessments and Damages for Late Completion
- GC5.11 Delay in Making Payment
- GC5.12 Interest on Settled Claims
- GC5.13 Return of Security Deposit

**GC6** **DELAYS AND CHANGES IN THE WORK** (2013-04-25)

- GC6.1 Changes in the Work
- GC6.2 Changes in Subsurface Conditions
- GC6.3 Human Remains, Archaeological Remains and Items of Historical or Scientific Interest
- GC6.4 Determination of Price
- GC6.5 Delays and Extension of Time

**GC7** **DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT** (2008-05-12)

- GC7.1 Taking the Work out of the Contractor's Hands
- GC7.2 Suspension of Work
- GC7.3 Termination of Contract
- GC7.4 Security Deposit - Forfeiture or Return

*Conditions incorporated by reference:*

**GC8** **DISPUTE RESOLUTION****GC9** **CONTRACT SECURITY****GC10** **INSURANCE****ALLOWABLE COSTS FOR CONTRACT CHANGES UNDER GC6.4.1****SUPPLEMENTARY CONDITIONS**

- SC01 Payment for Design Changes and Revisions
- SC02 Professional Liability Insurance Requirements
- SC03 Insurance Terms
- SC04 Workplace Safety and Health
- SC05 Inuit Benefits Plan (IBP)
- SC06 Limitation of Submissions
- SC07 Status and Availability of Resources
- SC08 Replacement of Specific Individuals
- SC09 Performance Evaluation-Contract
- SC10 Interpretation

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## TERMS OF AGREEMENT

### A1 CONTRACT DOCUMENTS

- 1) The Contractor understands and agrees that, upon acceptance of the offer by Canada
  - (a) a binding Contract shall be formed between Canada and the Contractor; and
  - (b) the contract documents forming the Contract shall be the following:
    - (i) the Front Page and these Terms of Agreement;
    - (ii) the Request for Proposal;
    - (iii) the Terms of Reference;
    - (iv) the terms, conditions, and clauses as amended, identified as:
      - a) the General Conditions;
      - b) the Supplementary Conditions, if any;
      - c) documents incorporated by reference as follows:  
R2840D (2008-05-12) - (GC4) Protective Measures  
R2882D (2015-02-25) - (GC8) Dispute Resolution  
R2890D (2014-06-26) - (GC9) Contract Security  
R2900D (2008-05-12) - (GC10) Insurance  
R2950D (2015-02-25) - Allowable costs for contract changes under GC6.4.1
    - (v) the submission;
    - (vi) the Construction Documents;
    - (vii) any amendment incorporated into the solicitation documents before the date of the Contract; and
    - (viii) any amendment or variation of the contract documents that is made in accordance with the General Conditions.
  - (c) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website:  
<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
2. The Contract documents shall be in the same official language (English or French) as the language of the bid submitted.

### A2 THE WORK

- 1) The Design-Builder agrees
  - (a) to complete the Work **by March 31, 2018.**

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## GENERAL CONDITIONS

### GC1 GENERAL PROVISIONS

#### GC1.1 INTERPRETATION (2015-07-09)

The following is an interpretation of heading and references.

##### GC1.1.1 Headings and References

- 1) The headings in the contract documents form no part of the *Contract* but are inserted for convenience of reference only.
- 2) A reference made to a part of the *Contract* by means of numbers preceded by letters is a reference to the particular part of the *Contract* that is identified by that combination of letters and numbers and to any other part of the *Contract* referred to therein.
- 3) A reference to a paragraph or subparagraph followed by an identifying number is, unless specifically stated otherwise, a reference to the paragraph or subparagraph that forms part of the clause within which the reference is made.

##### GC1.1.2 Terminology

In the Contract, unless the context otherwise requires:

"Administrative Agreement"

is a negotiated agreement with the Minister of PWGS as provided for in the *Ineligibility and Suspension Policy*.

"Affiliate" is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Canada", "Crown" or "Her Majesty" means Her Majesty the Queen in right of Canada;

"Construction" means the performing or furnishing of all labour, Plant, Material, and other means of construction, other than Design Services, to complete the performance of the Work as required by the contract documents;

"Construction Documents" means the plans, drawings and specifications for Construction of the Work prepared by or on behalf of the Contractor and that are accepted and signed by Canada and the Contractor after the execution of the Contract;

"Contract" means the contract documents referred to as such therein and every other document specified or referred to in any of them as forming part of the contract, all as amended by agreement of the parties;

"Contract Amount" means the amount stipulated in the Contract;

"Contract Security" means any security given by the Contractor to Canada in accordance with the Contract;

"Contractor" means the person or entity contracting with Canada to provide or furnish all designs, professional services, Construction Documents, labour, Material and Plant for the execution of the Work, and includes the Contractor's authorized representative as designated in writing to the Departmental Representative;

"Certificate of Completion" means the certificate issued by Canada when the Work reaches Completion;

"Certificate of Measurement" means a certificate issued by Canada certifying the correctness of the final quantities, prices per unit and values of labour, Plant and Material performed, used and supplied by the Contractor for the construction of the part of the Work to which a Unit Price Arrangement applies;

"Certificate of Substantial Performance" means a certificate issued by Canada when the Work reaches Substantial Performance;

"Control"

means:

- a. direct control, such as where:
  - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
  - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:
 

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:
 

a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of:

  - i. any securities of the entity that are beneficially owned by that person, and
  - ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor;

"Design Services" means the professional services for design and construction administration performed by the Designer, or consultants coordinated by the Designer, under the terms of the Contract;

"Designer" means the Architect, Professional Engineer or entity, licensed to practice in the province or territory of the Work, and forming the professional component of the Contractor to provide the Design Services and other services required under the terms of the Contract, and includes the Contractor's authorized representative as designated to Canada in writing.

"herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

"Ineligibility" means a person not eligible to contract with Canada;

"Lump Sum Arrangement" means that part of the Contract that prescribes a lump sum as payment for performance of the work to which it relates;

"Material" means all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;

"person" also includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium or corporation;

"Plant" means all tools, implements, machinery, vehicles, structures, equipment, articles and things, other than Material or consumed in the performance of the Contract and tools customarily provided by a tradesperson in practicing a trade, that are necessary for the Construction of the Work;

"Project" means the total design and Construction for which the Contractor is responsible, including all Design Services and the Completion of the Work;

"Project Requirements" means the statement included in the Request for Proposal detailing the technical and other requirements of Canada which are to be met by the successful Bidder, and which are to be addressed in the Bid;

"Bid" means the bid of the Contractor submitted in response to a Request for Proposal:

"Request for Proposal" means the documentation issued by Canada requesting the submission of bids and detailing the Project Requirements;

"Subcontractor" means a person or entity, other than the Designer, having a direct Contract with the Contractor, subject to GC3.6 SUBCONTRACTING, to perform a part or parts of the Work, or to supply Material worked to a special design for the Work;

"Superintendent" means the employee or representative of the Contractor who is designated by the Contractor to act pursuant to GC2.6 SUPERINTENDENT;

"Supplementary Conditions" means the part of the contract documents which amends or supplements the General Conditions;

"Supplier" means a person or entity having a direct Contract with the Contractor to supply Plant or Material not worked to a special design for the Work;

"Suspension" means a determination of temporary ineligibility by the Minister of PWGS;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Amount, or the revised Contract Amount, or the amount that would increase or decrease the Contract Amount

and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Unit Price Arrangement" means that part of the Contract that prescribes the product of a price per unit of measurement multiplied by a number of units of measurement for performance of the work to which it relates;

"Unit Price Table" means the table set out in the Articles of Contract;

"Work" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to complete the Design Services, Construction and other services required under the Contract in accordance with the contract documents; and

"Working Day" means a day other than a Saturday, Sunday, or a holiday which is observed by the construction industry in the area of the place of the Work.

### **GC1.1.3 Application of Certain Provisions**

- 1) Any provisions of the *Contract* that are expressly stipulated to be applicable only to a *Unit Price Arrangement* are not applicable to any part of the *Work* to which a *Lump Sum Arrangement* applies.
- 2) Any provisions of the *Contract* that are expressly stipulated to be applicable only to a *Lump Sum Arrangement* are not applicable to any part of the *Work* to which a *Unit Price Arrangement* applies.

### **GC1.1.4 Substantial Performance**

- 1) The *Work* will be considered to have reached Substantial Performance when,
  - (a) the *Work* or a substantial part thereof has passed inspection and testing and is, in the opinion of Canada, ready for use by *Canada* or is being used for the intended purposes; and
  - (b) when the *Work* is, in the opinion of Canada, capable of completion or correction at a cost of not more than
    - (i) 3% of the first \$500,000, and
    - (ii) 2% of the next \$500,000, and
    - (iii) 1% of the balanceof the value of the *Contract* at the time this cost is calculated.
- 2) Where the *Work* or a substantial part thereof is ready for use or is being used for the purposes intended and
  - (a) the remainder of the *Work* or a part thereof cannot be completed by the time specified in the Contract, or as amended by GC6.5 DELAYS AND EXTENSION OF TIME, for reasons beyond the control of the *Contractor*; or
  - (b) *Canada* and the *Contractor* agree not to complete a part of the *Work* within the specified time;the cost of that part of the *Work* that was either beyond the control of the *Contractor* to complete or *Canada* and the *Contractor* have agreed not to complete by the time specified, shall be deducted from the value of the *Contract* referred to in paragraph 1)(b) of GC1.1.4, and the said cost shall not form part of the cost of the work remaining to be done in determining Substantial Performance.

### **GC1.1.5 Completion**



- 1) The *Work* shall be deemed to have reached Completion when all designs, services, labour, *Plant* and *Material* required have been performed, used or supplied, and the *Contractor* has complied with the *Contract* and all orders and directions made pursuant thereto, all to the satisfaction of Canada.

## GC1.2 CONTRACT DOCUMENTS

### GC1.2.1 General

- 1) The contract documents are complementary, and what is required by any one shall be as binding as if required by all.
- 2) References in the contract documents to the singular shall be considered to include the plural as the context requires.
- 3) Nothing contained in the contract documents shall create a contractual relationship between *Canada* and any *Subcontractor* or *Supplier* or the *Designer* or any consultant or their agents or employees.

### GC1.2.2 Order of Precedence

- 1) In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
  - a) any amendments or variation of the contract documents that is made in accordance with the General Conditions
  - b) any amendment issued prior to bid closing ,
  - c) *Supplementary Conditions*,
  - d) General Conditions,
  - e) *The Request for Proposal* ,
  - f) The duly completed Bid when accepted.

Later dates shall govern within each of the above categories of documents.

- 2) In the event of any discrepancy or conflict in the information contained in the *Construction Documents*, the following rules shall apply:
  - a) Specifications shall govern over drawings;
  - b) Dimensions shown in figures on a plan shall govern where they differ from dimensions scaled from the same drawing; and
  - c) Drawings of larger scale shall govern over those of smaller scale.

### GC1.2.3 Security and Protection of Documents and Work

- 1) The Contractor shall guard and protect contract documents, drawings, information, models and copies thereof, whether supplied by Canada or the Contractor, against loss or damage from any cause.
- 2) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of Canada, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that
  - a) is publicly available from a source other than the Contractor; or
  - b) is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.

- 3) When the Contract, the Work, or any information referred to in paragraph 2) is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by Canada.
- 4) Without limiting the generality of paragraphs 2) and 3) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 2) is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada, Canada shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 5) The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by Canada to the Contractor, and shall be liable to Canada for any loss or damage from any causes.

#### **GC1.2.4 Ownership and Re-use of Documents and Models**

- 1) Except as may be specified elsewhere in the Contract, *Canada* relinquishes any right to ownership of copyright in any and all documents which are instruments of the services to be provided or furnished and are prepared by or on behalf of the *Contractor* or the *Designer* under the terms of the *Contract*.
- 2) After negotiation with the owner or owners of the copyright, *Canada* may re-use for another project the documents and models referred to in paragraph 1) of GC1.2.4, and shall pay the owner or owners for such re-use an appropriate fee based on current practice.
- 3) Models furnished by the *Contractor* at Canada's expense shall be and remain the property of *Canada*.

#### **GC1.3 STATUS OF THE CONTRACTOR**

- 1) The *Contractor* is engaged under the *contract* as an independent contractor.
- 2) The *Contractor*, its subcontractors, employees, designers, suppliers and any other persons at any tier are not engaged by the *Contract* as employees, servants or agents of *Canada*.
- 3) For the purposes of the *contract* the *Contractor* shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

#### **GC1.4 RIGHTS AND REMEDIES**

- 1) Except as expressly provided in the Contract, the duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

#### **GC1.5 TIME OF THE ESSENCE**

- 1) Time is of the essence of the *Contract*.

#### **GC1.6 INDEMNIFICATION BY THE CONTRACTOR**

Solicitation No. - N° de l'invitation  
EW699-171068  
Client Ref. No. - N° de réf. du client  
PWGSC EW699-171068

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-6-39116

Buyer ID - Id de l'acheteur  
NCS012  
CCC No./N° CCC - FMS No./N° VME

- 1) The *Contractor* shall pay all royalties and patent fees required for the performance of the *Contract* and, at the *Contractor's* expense, shall defend all claims, actions or proceedings against *Canada* charging or claiming that the services or any part thereof provided or furnished by the *Contractor* to *Canada* infringe any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in *Canada*.
- 2) The *Contractor* shall indemnify and save *Canada* harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the *Contractor*, the *Designer*, servants, agents, *Subcontractors* and suppliers and any other person at any tier, in performing the *Work*.
- 3) For the purposes of paragraph 2) of GC1.6, "activities" means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

#### GC1.7 INDEMNIFICATION BY CANADA

- 1) Subject to the Crown Liability and Proceedings Act, the Patent Act, and any other law that affects *Canada's* rights, powers, privileges or obligations, *Canada* shall indemnify and save the *Contractor* harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of the *Contractor's* activities under the *Contract* that are directly attributable to:
  - a) lack of or a defect in *Canada's* title to the *Work* site if owned by *Canada*, whether real or alleged; or
  - b) an infringement or an alleged infringement by the *Contractor* of any patent of invention or any other kind of intellectual property occurring while the *Contractor* was performing any act for the purposes of the *Contract* employing a model, plan or design or any other thing related to the *Work* that was supplied by *Canada* to the *Contractor*.

#### GC1.8 LAWS, PERMITS AND TAXES

1. The *Contractor* shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the *Work* or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the *Work* were being performed for an owner other than *Canada*. The *Contractor* shall furnish evidence of compliance with such laws and regulations to *Canada* at such times as *Canada* may reasonably request.
2. Unless stipulated otherwise in the *Contract*, the *Contractor* shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the *Work*.
3. Prior to the commencement of the *Work* at the site, the *Contractor* shall tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the *Work* were being performed for an owner other than *Canada*.
4. Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the *Contractor* shall notify *Canada* of the amount properly tendered and whether or not the municipal authority has accepted that amount.
5. If the municipal authority has not accepted the amount tendered, the *Contractor* shall pay that amount to *Canada* within 6 days after the time stipulated in paragraph 4) of GC1.8.
6. For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the *Work* if the owner were not *Canada*.
7. Notwithstanding the residency of the *Contractor*, the *Contractor* shall pay any applicable tax arising from or related to the performance of the *Work* under the *Contract*.
8. In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5, "Substantial Performance of the *Work*", a *Contractor* who has neither residence nor place of business in the province or territory in

which work under the Contract is being performed shall provide Canada with proof of registration with the provincial sales tax authorities in the said province.

9. For the purpose of the payment of any Applicable Taxes or the furnishing of security for the payment of any Applicable Taxes arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of Canada after the time of purchase in accordance with GC3.10, "Material Plant and Real Property Become Property of Canada", the Contractor shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any Applicable Taxes payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.
10. Federal government departments and agencies are required to pay Applicable Taxes.
11. Applicable Taxes will be paid by Canada as provided in the request for payment. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
12. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
13. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Amount, the Contract Amount will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Amount if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
14. Tax Withholding of 15 Percent – Canada Revenue Agency  
Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### **GC1.9 WORKERS' COMPENSATION**

- 1) Prior to commencing the *Work*, at the time of Substantial Performance of the *Work*, and prior to issuance of the *Certificate of Completion*, the *Contractor* shall provide evidence of compliance with workers' compensation legislation applicable to the place of the *Work*, including payments due thereunder.
- 2) At any time during the term of the *Contract*, when requested by Canada, the *Contractor* shall provide such evidence of compliance by the *Contractor*, its *Subcontractors* and any other person at any tier and any other person performing part of the *Work* who is required to comply with such legislation.

#### **GC1.10 NATIONAL SECURITY**

- 1) If *Canada* determines that the *Work* is of a class or kind that involves national security, *Canada* may order the *Contractor* to
  - a) provide *Canada* with any information concerning persons or entities employed or to be employed by the *Contractor* for purposes of the *Contract*; and
  - b) remove any person from the site of the *Work*, if in the opinion of *Canada*, that person may be a risk to the national security,and the *Contractor* shall comply with the order.

- 2) In all contracts with persons who are to be employed in the performance of the *Contract*, the *Contractor* shall make provision for the performance of any obligation that may be imposed upon the *Contractor* under paragraph 1) of GC1.10.

#### **GC1.11 PUBLIC CEREMONIES AND SIGNS**

- 1) The *Contractor* shall not permit any public ceremony in connection with the *Work* without the prior consent of *Canada*.
- 2) The *Contractor* shall not erect nor permit the erection of any sign or advertising on the *Work* or its site without the prior consent of *Canada*.

#### **GC1.12 CONFLICT OF INTEREST**

- 1) It is a term of the *Contract* that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the *Contract* unless that individual is in compliance with the applicable post-employment provisions.

#### **GC1.13 INTERNATIONAL SANCTIONS**

- 1) Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at:  
[Http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp](http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp).
- 2) It is a condition of the *Contract* that the *Contractor* not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 3) By law, the *Contractor* must comply with changes to the regulations imposed during the life of the *Contract*. During the performance of the *Contract* should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the *Contractor*, the *Contractor* may request that the *Contract* be terminated in accordance with GC7.3 TERMINATION OF CONTRACT.

#### **GC1.14 CERTIFICATION - CONTINGENCY FEES**

- 1) In this clause:
- (a) "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms;
  - (b) "employee" means a person with whom the *Contractor* has an employer/employee relationship;
  - (c) "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.
- 2) The *Contractor* certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay or agree to pay a contingency fee for the solicitation, negotiation or obtaining

of the *Contract* to any person other than an employee acting in the normal course of the employee's duties.

- 3) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the *Contract* shall be subject to the accounts and audit provisions of the *Contract*.
- 4) If the *Contractor* certifies falsely under this section or is in default of the obligations contained therein, *Canada* may either take the *Work* out of the *Contractor's* hands in accordance with the provisions of the *Contract* or recover from the *Contractor* by way of reduction to the *Contract Amount* or otherwise the full amount of the contingency fee.

#### **GC1.15 AGREEMENTS AND AMENDMENTS**

- 1) The *Contract* constitutes the entire and sole agreement between the parties with respect to the subject matter of the *Contract* and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the *Contract*. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the *Contract*.
- 2) The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the right thereafter to enforce such provision. Nor shall the waiver by either party of any breach of any covenant, term or condition hereof be taken to be held to be a waiver of any further breach of the same covenant, term or condition.
- 3) The *Contract* may be amended only as provided for in the *Contract*.

#### **GC1.16 UNSUITABLE WORKERS**

- 1) *Canada* shall instruct the *Contractor* to remove from the site of the *Work* any person employed by the *Contractor* for purposes of the *Contract* who, in the opinion of *Canada*, is incompetent or is guilty of improper conduct, and the *Contractor* shall not permit a person who has been removed to return to the site of the *Work*.

#### **GC1.17 ASSIGNMENT**

- 1) The *Contract* shall not be assigned, in whole or in part by the contractor, without the written consent of *Canada*.
- 2) An assignment of the *Contract* without such consent shall not relieve the *Contractor* or the assignee from any obligation under the contract, or impose any liability upon *Canada*.

#### **GC1.18 RIGHTS TO INTELLECTUAL PROPERTY**

- 1) Definitions

"Background" means all Technical Output that is not Foreground and that is proprietary to or the confidential information of the *Contractor*, the *Contractor's* Subcontractors, or any other entity engaged by the *Contractor* in the performance of the Design Services;

"Foreground" means any Invention first conceived, developed or reduced to practice as part of the Design Services and all other Technical Output conceived, developed, produced or implemented as part of the Design Services;



"IP Rights" means any intellectual property rights recognized by law, including any intellectual property right protected through legislation (such as that governing copyright, patents, industrial design, or integrated circuit topography) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable and without limiting the foregoing the term includes any unique design and construction system;

"Technical Output" means: (i) all information of a scientific, technical, or artistic nature relating to the Design Services, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, reports, photographs, physical models, surveys, drawings, specifications developed for the purpose of the Project; as well as (ii) computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced for the purpose of the Project; and (iii) operating and maintenance manuals prepared or collected for the Project; and (iv) any buildings, built works, structures and facilities constructed as, or as part of, the Project. Technical Output does not include data concerned with the administration of the contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the terms of the contract.

## 2. Identification and Disclosure of Foreground

The Contractor shall:

- (a) promptly report and fully disclose to Canada all Foreground that could be Inventions, and shall report and fully disclose to Canada all other Foreground not later than the time of completion of the Design Services or such earlier time as Canada or the contract may require, and
- (b) for each disclosure referred to in (a), indicate the names of all Sub-Contractors / Sub-Consultants at any tier, if any, in which IP Rights to any Foreground have vested or will vest.

Before and after final payment to the Contractor, Canada shall have the right to examine all records and supporting data of the Contractor which Canada reasonably decides is pertinent to the identification of the Foreground.

## 3. IP Rights Vest with Contractor

Subject to paragraphs 10 and 11 and the provisions of GC 1.10 National Security, and without affecting any IP Rights or interests therein that have come into being prior to the contract or that relate to information or data supplied by Canada for the purposes of the contract, all IP Rights in the Foreground shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.

## 4. Ownership Rights in Deliverables

Notwithstanding the Contractor's ownership of the IP Rights in the Foreground that is a prototype, built work, building, structure, facility, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and the right to sell them.

## 5. Licence to Foreground

Without limiting any implied licences that may otherwise vest in Canada, and in consideration of Canada's contribution to the cost of development of the Foreground, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise all IP Rights in the Foreground that vest in the Contractor pursuant to paragraph 3, for the purpose of:

(a) the further development or alteration or evolution of any part of the constructed or implemented Project, including procurement of materials and components for this purpose;

(b) the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as Canada may require for the purposes of the completion, utilization and subsequent evolution of the Project;

(c) the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Project, including the procurement of replacement materials and components required for any such purpose; and

(d) the publishing and transmission of reproductions of the Project or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

#### 6. Licence to Foreground for Other Projects

The Contractor hereby grants to Canada a non-exclusive, perpetual, worldwide, irrevocable licence to exercise all IP Rights that vest in the Contractor pursuant to paragraph 3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph 5 as it relates to such other project. In the event that Canada exercises such IP Rights in an other project, and provided that Canada does not already have equivalent rights under a previous contract or otherwise, Canada agrees to pay to the Contractor reasonable compensation determined in accordance with current industry practice and having regard to Canada's contribution to the cost of development of the Foreground. The Contractor shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the Contractor under this contract, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The Contractor shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

#### 7. Licence to Background

Without limiting any implied licences that may otherwise vest in Canada, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free Licence to exercise such of the IP Rights in any Background incorporated into the Work or necessary for the performance of the Work as may be required

(a) for the purposes contemplated in paragraphs 5 and 6;

(b) for disclosure to any contractor engaged by Canada, or bidder for such a contract, to be used solely for a purpose set out in paragraphs 5 and 6; and the Contractor agrees to make any such Background available to Canada upon request.

#### 8. Canada's Right to Disclose and Sub-license

The Contractor acknowledges that Canada may wish to award contracts, which may include a competitive process, for any of the purposes contemplated in paragraphs 5, 6 and 7. The Contractor



agrees that Canada's licence in relation to the IP Rights in the Foreground and in the Background, includes the right to disclose that Foreground and Background to bidders for such contracts, and to sub-license or otherwise authorize the use of that Foreground and Background by any contractor or consultant engaged by Canada for the purpose of carrying out such a contract.

#### 9. Contractor's Right to Grant Licence

(a) The Contractor represents and warrants that the Contractor has, or the Contractor shall obtain without delay, the right to grant to Canada the licence to exercise the IP Rights in the Foreground and the Background as required by the contract.

(b) Where the IP Rights in any Background or Foreground are or will be owned by a Designer, the Contractor shall either obtain a licence from that Designer that permits compliance with paragraphs 5, 6 and 7 or shall arrange for the Designer to convey directly to Canada the same rights by execution of the form provided for that purpose by Canada no later than the time of disclosure to Canada of that Background and Foreground.

#### 10. Trade Secrets and Confidential Information

The Contractor shall not use or incorporate any trade secrets or confidential information in any Foreground or Background used or created in performance of this contract.

#### 11. Canada Supplied Information

(a) Where performance of the Design Services involves the preparation of a compilation using information supplied by Canada, then the IP Rights that shall vest under paragraph 3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by Canada. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such Canada supplied information shall vest in Canada. The Contractor agrees that the Contractor shall not use or disclose any Canada supplied information for any purpose other than completing the performance of the Work. The Contractor shall maintain the confidentiality of such information. Unless the contract otherwise expressly provides, the Contractor shall deliver to Canada all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the contract, or at such earlier time as Canada may require.

(b) If the Contractor wishes to make use of any Canada supplied information that was supplied for purposes of the contract, for the commercial exploitation or further development of any of the Foreground, then the Contractor may make a written request for a licence to exercise the required IP Rights in that Canada supplied information, to Canada. The Contractor shall give Canada an explanation as to why such a licence is required. Should Canada agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to Canada.

#### 12. Transfer of IP Rights

(a) If Canada takes the Work out of the Contractor's hands in accordance with GC 7 of the General Conditions, in whole or in part, or if the Contractor fails to disclose any Foreground in accordance with paragraph 2, Canada may upon reasonable notice, require the Contractor to convey to Canada all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a Designer. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a Designer, the Contractor shall not be obligated to convey those IP Rights to Canada, but shall pay to Canada on demand

an amount equal to the consideration which the Contractor received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arm's length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.

(b) In the event of the issuance by Canada of a notice referred to in (a), the Contractor shall, at the Contractor's own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as Canada may require, and the Contractor shall, at Canada's expense, afford Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

(c) Until the Contractor completes the performance of the Work and discloses all of the Foreground in accordance with paragraph 2, and subject to the provisions of GC 1.10 National Security, the Contractor shall not, without the prior written permission of Canada, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.

(d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the Contractor except a sale or licence for end use of a product based on Foreground, the Contractor shall impose on the other party all of its obligations to Canada in relation to the IP Rights in the Foreground and any restrictions set out in the contract on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

#### **GC1.19 NO BRIBE**

- 1) The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor shall be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

#### **GC1.20 SUCCESSION**

- 1) The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC1.17, "Assignment", permitted assigns.

#### **GC1.21 Integrity Provisions – Contract (2015-07-03)**

##### **1. Statement**

- a. The Contractor must comply with the [Code of Conduct for Procurement](#) and must comply with the terms set out in these Integrity Provisions.
- b. The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, Canada may, following a notice period, terminate for default. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

## 2. List of Names

The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the contract period.

## 3. Information Verification

The Contractor certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

## 4. Lobbying Act

The Contractor certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

## 5. Canadian Offences Resulting in Legal Incapacity

- a. The Contractor has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the [Criminal Code](#), and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

- i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
- ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or

- b. the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

## 6. Canadian Offences

The Contractor has certified that:

- a. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
- i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
  - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or
  - iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or

- iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
  - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or
  - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
- b. the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.

## 7. Foreign Offences

The Contractor has certified that:

- a. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
  - i. the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;
  - ii. the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;
  - iii. the court's decision was not obtained by fraud; and
  - iv. the Contractor or the Affiliate of the Contractor was entitled to present to the court every defence that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

## 8. Ineligibility to Contract with Canada

- a. The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:
  - i. terminate the contract for default; or
  - ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- b. The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada,

Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:

- i. terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
  - ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- c. The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the [Ineligibility and Suspension Policy](#), it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:
  - i. terminate the contract for default; or
  - ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- d. The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:
  - i. terminate the contract for default; or
  - ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

9. Declaration of Offences Committed

The Contractor understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.

10. Period of Ineligibility

The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections;
- c. subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS.

11. Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the [Criminal Code](#);
- d. received a record of suspension ordered under the [Criminal Records Act](#); and
- e. been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](#) comes into force.

12. Foreign Pardons

A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, record of suspensions, or restoration of legal capacities by the Governor in Council.

13. Period of Ineligibility for Breaching Administrative Agreements

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

14. Obligations on Subcontractors

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGS. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGS will declare the Contractor to be ineligible to contract with Canada for a period of five years.

## GC2 ADMINISTRATION OF THE CONTRACT

### GC2.1 DEPARTMENTAL REPRESENTATIVES AUTHORITY (2015-02-25)

"Technical Authority" shall be recognized as the Departmental representative and designated at time of award of contract and shall perform the following:

- a. is responsible for all matters concerning the technical content of the work under the contract;
- b. authorized to issue notices, instructions, and changes within the scope of the Work, relevant to the contract.
- c. accept on behalf of Canada any notice, order or other communication from the contractor relating to the Work
- d. within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract



The technical authority has no authority to authorize changes to the Contract terms and conditions of the Contract.

"Contracting Authority" shall be recognized as the authority delegated by the Minister of PWGSC to enter into contracts, amend the contracts and is responsible for all matters concerning and interpretation of the terms and conditions of the Contract.

The contracting authority is responsible for the management of the Contract and any changes to the Contract terms and conditions must be authorized in writing by the Contracting Authority.

## **GC2.2 INTERPRETATION OF CONTRACT**

- 1) If, at any time before Canada has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about

(a) the meaning of anything in the Terms of Reference ;

(b) the meaning to be given to the Terms of Reference in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;

(c) whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;

(d) whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;

(e) what quantity of any of the Work has been completed by the Contractor; or

(f) the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

the question shall be decided, subject to the provisions of GC8, " Dispute Resolution", by Canada.

- 2) The Contractor shall perform the Work in accordance with any decisions of Canada that are made under paragraph 1) of GC2.2 and in accordance with any consequential directions given by Canada.
- 3) If the Contractor fails to comply with any instruction or direction issued by Canada pursuant to the Contract, Canada may employ such methods as Canada deems advisable to do what the Contractor failed to do, and the Contractor shall, on demand, pay Canada an amount that is equal to the aggregate of all costs, expenses and damages incurred or sustained by Canada by reason of the Contractor's failure to comply with such instruction or direction, including the cost of any methods employed by Canada in doing what the Contractor failed to do.

## **GC2.3 NOTICES**

- 1) Subject to paragraph 3) of GC2.3, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.

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- 2) Any notice, order or other communication given in writing in accordance with paragraph 1 of GC2.3 shall be deemed to have been received by either party
- (a) if delivered personally, on the day that it was delivered;
- (b) if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; and
- (c) if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
3. A notice given under GC7.1, "Taking the Work out of the Contractor's Hands", GC7.2, "Suspension of Work" and GC7.3, "Termination of Contract", shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

**GC2.4 SITE MEETINGS (2015-02-25)**

1. In consultation with Canada, the Contractor shall arrange site meetings at regular intervals, with all involved parties who are to attend, in order to ensure, among other things, the proper co-ordination of the Work.

**GC2.5 REVIEW AND INSPECTION OF WORK**

- 1) Canada shall review the Work to determine if it is proceeding in conformity with the Contract and to record the necessary data to make an assessment of the value of Work completed. Canada shall measure and record the quantities of labour, Plant and Material performed, used or supplied by the Contractor in performing the Work or any part thereof that is subject to a Unit Price Arrangement and, on request, shall inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.
- 2) Canada shall reject Work or Material which in Canada's opinion does not conform to the requirements of the Contract, and shall require inspection or testing of Work, whether or not such Work is fabricated, installed, or completed. If such Work is not in accordance with the requirements of the Contract, the Contractor shall correct the Work and shall pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having the examination performed.
- 3) The Contractor shall provide Canada with access to the Work and its site at all times, and at all times shall provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by Canada and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, Canada shall be given access to such Work whenever it is in progress.
- 4) The Contractor shall furnish Canada with such information respecting the performance of the Contract as Canada may require, and render every possible assistance to enable Canada to verify that the Work is performed in accordance with the Contract, carry out any other duties and exercise any powers in accordance with the Contract.
- 5) If Work is designated for tests, inspections, or approvals in the Contract or by Canada's instructions, or by laws or ordinances of the place of the Work, the Contractor shall give Canada reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give Canada reasonable notice of the date and time of inspections, tests or approvals.
- 6) If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor shall,



if so directed by Canada, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work at the Contractor's expense.

## **GC2.6 SUPERINTENDENT**

- 1) Prior to commencing the Work, the Contractor shall designate a Superintendent and shall notify Canada of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Work site during working hours until the Work has reached completion.
- 2) The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.
- 3) Upon request of Canada, the Contractor shall remove any Superintendent who, in the opinion of Canada, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to Canada.
- 4) The Contractor shall not substitute a Superintendent without the written consent of Canada. If a Superintendent is substituted without such consent, Canada shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to Canada has been substituted.

## **GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR**

- 1) For the purposes of this clause, "persons" include the Contractor, its subcontractors and suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site. A "person" includes any partnership, proprietorship, firm, joint venture, consortium and corporation.
- 2) Without restricting the provisions of paragraph 3) of GC2.6, " Superintendent", the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because
  - (a) of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
  - (b) of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
  - (c) a complaint has been made or information has been given in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (a) or (b).
- 3) Within two working days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.7, the Contractor shall
  - (a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
  - (b) forward a copy of the complaint to Canada by registered mail or courier service; and
  - (c) when the Labour Conditions are applicable under the circumstances of the complaint, forward a copy of the complaint to HRSDC - Labour to the attention of the appropriate Director as

described in the Labour Conditions ("HRSDC - Labour" means the labour component of the federal Department of Human Resources and Social Development).

- 4) Within 24 hours immediately following receipt of a direction from Canada to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom Canada believes to be in breach of the provisions of paragraph 2) of GC2.7.
- 5) No later than 30 days after receipt of the direction referred to in paragraph 4) of GC2.7, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 6) If a direction is issued pursuant to paragraph 4) of GC2.7, Canada may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.9, "Right of Setoff", whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.7.
- 7) If the Contractor fails to proceed in accordance with paragraph 5) of GC2.7, Canada shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by Canada as a result.
- 8) Canada may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of
  - (a) a written award issued pursuant to the federal Commercial Arbitration Act, R.S. 1985, c. 17 (2nd Supp.);
  - (b) a written award issued pursuant to the Canadian Human Rights Act, R.S. 1985, c. H-6;
  - (c) a written award issued pursuant to provincial or territorial human rights legislation; or
  - (d) a judgment issued by a court of competent jurisdiction.
- 9) If Canada is of the opinion that the Contractor has breached any of the provisions of this clause, Canada may take the Work out of the Contractor's hands pursuant to GC7.1, "Taking the Work out of the Contractor's Hands".
- 10) Subject to paragraph 7) of GC3.6, "Subcontracting", the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

## **GC2.8 ACCOUNTS AND AUDITS**

- 1) The Contractor shall, in addition to the requirements expressed in paragraph 6) of GC3.4, "Execution of the Work", maintain full records of the Contractor's estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available on request to audit and inspection by Canada and the Deputy Receiver General for Canada or by persons designated to act on behalf of either or both of them.
- 2) The Contractor shall allow any of the persons referred to in paragraph 1) of GC2.8 to make copies of and take extracts from any of the records and material, and shall furnish such persons or entities with any information those persons or entities may require from time to time in connection with such records and material.
- 3) The Contractor shall maintain and keep the records intact until the expiration of two years after the date that a Certificate of Completion has been issued or until the expiration of such other period of time as Canada may direct.

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EW699-171068  
Client Ref. No. - N° de réf. du client  
PWGSC EW699-171068

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-6-39116

Buyer ID - Id de l'acheteur  
NCS012  
CCC No./N° CCC - FMS No./N° VME

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- 4) The Contractor shall cause all subcontractors at any tier and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with the requirements of this clause as if they were the Contractor.

## GC3 EXECUTION AND CONTROL OF THE WORK

### GC3.1 PROGRESS SCHEDULE (2015-02-25)

The *Contractor* shall:

- a. prepare and submit to Canada, prior to the submission of the Contractor's first progress claim, a progress schedule in accordance with the requirements set out in the Contract;
- b. monitor the progress of the Work relative to the schedule and update the schedule as stipulated by the contract documents;
- c. advise Canada of any revisions to the schedule required as the result of any extension of time for completion of the Contract that was approved by Canada; and
- d. prepare and submit to Canada, at the time of issuance of a Certificate of Substantial Performance, an update of any schedule clearly showing a detailed timetable that is acceptable to Canada for the completion of any unfinished Work and the correction of all listed defects.

### GC3.2 PROJECT DESIGN AND ROLE OF THE DESIGNER

- 1) The *Contractor* shall report promptly to Canada any error, inconsistency, or omission the *Contractor* may discover when reviewing the contract documents provided by Canada. In making a review, the *Contractor* does not assume any responsibility to Canada or Canada for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the contract documents prepared by or on behalf of Canada which the *Contractor* did not discover.
- 2) The *Contractor* shall employ or otherwise engage the architects, professional engineers and other consultants required to provide the *Design Services* to be performed by the *Designer* under the *Contract*.
- 3) The *Contractor* shall perform or furnish all necessary architectural services and structural, electrical, mechanical and other engineering services, and shall complete the design of the *Work* and prepare *Construction Documents* to permit the *Construction* and completion of the *Work*, all in accordance with the Contract.
- 4) The *Contractor* shall provide the co-ordination required to integrate all parts of the *Design Services*, and shall review with Canada reasonable alternative approaches to completion of the design of the *Work*.
- 5) During the progress of the *Work*, the *Contractor* shall provide or furnish Canada with design development documents and other submissions in furtherance of and in compliance with the *Request for Proposal* and *Proposal* and any qualification in the *Proposal* expressly accepted by Canada. The documents and submissions shall be submitted for review and acceptance in orderly sequence and sufficiently in advance so as to cause no delay in the *Work*.
- 6) Canada shall promptly review all documents and submissions referred to in paragraph 5) for conformity with the *Proposal* and *Request for Proposal*. It is understood and agreed that Canada can require the *Contractor*, at no additional expense to Canada, to have changes made to ensure that the *Work* shall be completed in accordance with the Contract.

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- 7) Canada may issue additional instructions to the *Contractor* by means of plans, drawings or otherwise, as Canada may deem necessary for the performance of the *Work*. All such additional instructions shall be consistent with the Contract. The *Contractor* shall perform the *Work* in conformity with the additional instructions, and the *Contractor* shall not perform any such work without such additional instructions. In giving additional instructions, Canada may make minor changes to the *Work*, not inconsistent with the Contract, for which the *Contractor* shall not be entitled to claim any extra compensation from Canada.
- 8) Based on the accepted design development documents and other submissions, the *Contractor* shall furnish Canada with plans, drawings and specifications setting forth in detail the requirements for *Construction* of the *Work*. Once reviewed, accepted and signed by Canada and the *Contractor*, the plans, drawings and specifications shall be the *Construction Documents* for the purposes of the Contract and shall be part of the contract documents.
- 9) The *Contractor* shall cause the *Designer* to
- (a) review the design, when required, with those public authorities having jurisdiction in order that the necessary consents, approvals, licences and permits referred to in GC1.8 LAWS, PERMITS AND TAXES may be applied for and obtained;
  - (b) on an ongoing basis, provide any required assurances to those authorities respecting conformance of the *Work* with the design approved for the issuance of any building permit;
  - (c) review the *Work* at intervals appropriate to the progress of *Construction* to determine and verify that the *Work* is proceeding in conformance with the Contract;
  - (d) estimate and certify the amounts owing to the *Contractor* from time to time in accordance with the provisions of GC5 TERMS OF PAYMENT and provide such estimates in writing to the *Departmental Representative*;
  - (e) prior to the issuance of a *Certificate of Substantial Performance*, review the *Work* and provide Canada with a written declaration describing those parts of the *Work* that, in the *Designer's* professional opinion, are completed in conformance with the Contract, and listing those parts of the *Work* that, in the designer's professional opinion, are not completed in conformance with the Contract;
  - (f) prior to issuance of a *Certificate of Completion*, review the *Work* and provide Canada with
    - (i) a written declaration attesting to the completeness of the *Work*, and
    - (ii) if the *Work* or a portion of the *Work* is subject to a *Unit Price Arrangement*, a certificate of measurement of the final quantities of the *Work*.

### GC3.3 CONSTRUCTION SAFETY

- 1) Subject to GC3.7, "Construction by Other Contractors or Workers", the Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.
- 2) Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

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#### GC3.4 EXECUTION OF THE WORK

- 1) It is acknowledged and agreed by the *Contractor* that any information contained in the *Request for Proposal* regarding soil conditions at the site of the *Work* was provided for information purposes only and that the *Contractor* is required to undertake its own geotechnical investigations for the purpose of determining the soil conditions and obtaining other information which may be required for foundation design or construction methodology purposes. The *Contractor* shall not be entitled to any additional compensation, and shall not have any claim against *Canada*, as a result of any difference between the actual soil conditions encountered by the *Contractor* at the site of the *Work*, and any information relating to soil conditions contained in the *Request for Proposal*.
- 2) The *Contractor* shall provide or furnish, and pay for, all professional services, *Design Services*, labour, *Plant*, *Material*, tools, construction machinery and equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3) Subject to paragraph 4), the *Contractor* shall have complete care, custody and control of the *Work* and shall direct and supervise the *Work* so as to ensure compliance with the *Contract*. The *Contractor* shall be responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the *Work*, and shall ensure that all necessary safety precautions and protection are maintained throughout the *Work*. In any emergency, the *Contractor* shall either stop the *Work*, make changes or order extra work to ensure the safety of life and the protection of the *Work* and neighboring property.
- 4) When requested in writing by *Canada*, the *Contractor* shall make appropriate alterations in the method, *Plant* or work force at any time *Canada* considers the *Contractor's* actions to be unsafe, or damaging to either the *Work*, existing facilities, persons at the site of the work or the environment.
- 5) The *Contractor* shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and for the construction methods required in their use. The *Contractor* shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions where required by law or by the *Contract*, and in all cases when such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 6) The *Contractor* shall keep at least one copy of current contract documents, submittals, reports, and records of meetings at the place of the *Work*, in good order and available to *Canada*.
- 7) Except for any part of the *Work* that is necessarily performed away from or off the site of the *Work*, the *Contractor* shall confine *Plant*, storage of *Material*, and operations of employees to limits indicated by laws, ordinances, permits or the contract documents.

#### GC3.5 MATERIAL

- 1) Unless otherwise specified in the *Contract*, all *Material* incorporated in the *Work* shall be new.
- 2) Subject to paragraph 3) of GC3.5, if a specified reused, refurbished, or recycled item of *Material* is not available, the *Contractor* shall apply to *Canada* to substitute a similar item for the one specified.
- 3) If *Canada* agrees that the *Contractor's* application for substitution of a reused, refurbished, or recycled item is warranted, and that the substitute item is of acceptable quality and value to that specified and is suitable for the intended purpose, *Canada* may approve the substitution, subject to the following:

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- (a) the request for substitution shall be made in writing to *Canada* and shall be substantiated by information in the form of the manufacturer's literature, samples and other data which may be required by *Canada*;
  - (b) the *Contractor* shall make the request for substitution in a manner that shall not negatively affect the progress schedule of the *Contract* and well in advance of the time the item of *Material* must be ordered;
  - (c) substitution of *Material* shall be permitted only with the prior written approval of *Canada*, and any substituted items that are supplied or installed without such approval shall be removed from the site of the *Work* at the expense of the *Contractor*, and specified items installed at no additional cost to *Canada*; and
  - (d) the *Contractor* shall be responsible for all additional expenses incurred by *Canada*, the *Contractor*, its designers, subcontractors and suppliers at any tier due to the *Contractor's* use of the substitute.

### GC3.6 SUBCONTRACTING

- 1) Subject to the provisions of this clause, the *Contractor* may subcontract any part of the *Work but not the whole of the work*.
- 2) The *Contractor* shall notify *Canada* in writing of the *Contractor's* intention to subcontract.
- 3) A notification referred to in paragraph 2) of GC3.6 shall identify the part of the *Work*, and the *Subcontractor* with whom the *Contractor* intends to subcontract.
- 4) *Canada* may for reasonable cause, object to the intended subcontracting by notifying the *Contractor* in writing within six (6) days of receipt by *Canada* of a notification referred to in paragraph 2) of GC3.6.
- 5) If *Canada* objects to a subcontracting, the *Contractor* shall not enter into the intended subcontract.
- 6) The *Contractor* shall not change nor permit to be changed the *Designer*, a *Subcontractor* engaged by the *Contractor* in accordance with this clause, or a person or entity named in the *Contractor's Proposal* and accepted by *Canada* as part of the *Contractor's Proposal*, without the written consent of *Canada*.
- 7) The *Contractor* shall ensure that all the terms and conditions of the *Contract* that are of general application shall be incorporated in every other contract issued as a consequence of the *Contract*, *at whatever tier*, except those contracts issued solely to *Suppliers* at any tier for the supply of *Plant* or *Material*.
- 8) Neither a subcontracting nor *Canada's* consent to a subcontracting shall be construed to relieve the *Contractor* from any obligation under the *Contract* or to impose any liability upon *Canada*.

### GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS

- 1) *Canada* reserves the right to send other contractors or workers, with or without *Plant* and *Material*, onto the site of the *Work*.
- 2) When other contractors or workers are sent on to the site of the *Work*, *Canada* shall:
  - (a) to the extent it is possible, enter into separate contracts with the other contractors under conditions of *Contract* that are compatible with the conditions of the *Contract*;



- 
- (b) ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the *Contractor* as it affects the *Work*; and
  - (c) take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
- 3) When other contractors or workers are sent on to the site of the *Work*, the *Contractor* shall:
- (a) co-operate with them in the carrying out of their duties and obligations;
  - (b) co-ordinate and schedule the *Work* with the work of the other contractors and workers;
  - (c) participate with other contractors and workers in reviewing their construction schedules when directed to do so;
  - (d) where part of the *Work* is affected by or depends upon for its proper execution the work of other contractors or workers, promptly report to *Canada* in writing and prior to proceeding with that part of the *Work*, any apparent deficiencies in such work. Failure by the *Contractor* to so report shall invalidate any claims against *Canada* by reason of the deficiencies in the work of other contractors or workers except those deficiencies not then reasonably discoverable; and
  - (e) when designated as being responsible for construction safety at the place of the work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
- 4) If, when entering into the *Contract*, the *Contractor* could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the *Work* and provided the *Contractor*.
- (a) incurs extra expense in complying with the requirements of paragraph 3) of GC3.7, and
  - (b) gives *Canada* written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the site of the *Work*

*Canada* shall pay the *Contractor* the cost of the extra labour, *Plant* and *Material* that was necessarily incurred, calculated in accordance with GC6.4 DETERMINATION OF PRICE.

### GC3.8 LABOUR

1. To the extent to which they are available, consistent with proper economy and the expeditious carrying out of the *Work*, the *Contractor* shall, in the performance of the *Work*, employ a reasonable number of persons who have been on active service with the Armed Forces of Canada and have been honourably discharged therefrom.
2. The *Contractor* shall maintain good order and discipline among the *Contractor's* employees and workers engaged in the *Work* and shall not employ on the site of the *Work* anyone not skilled in the tasks assigned.

### GC3.9 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA

- 1) Subject to paragraph 9) of GC1.8 LAWS PERMITS AND TAXES, all *Material* and *Plant* and the interest of the *Contractor* in all real property, licences, powers and privileges purchased, used or consumed by the *Contractor* for the *Construction* of the *Work* shall immediately after the time of their purchase, use or consumption be the property of *Canada* for the purposes of the *Work* and they shall continue to be the property of *Canada*

- (a) in the case of *Material*, until *Canada* indicates that the materials shall not be required for the *Work*, and
  - (b) in the case of *Plant*, real property, licences, powers and privileges, until *Canada* indicates that the interest vested in *Canada* therein is no longer required for the purposes of the *Work*.
- 2) *Material* or *Plant* that is the property of *Canada* by virtue of paragraph 1) of GC3.9 shall not be taken away from the site of the *Work* nor used or disposed of except for the purposes of the *Work* without the written consent of the *Canada*.
- 3) *Canada* is not liable for loss of nor damage from any cause to the *Material* or *Plant* referred to in paragraph 1) of GC3.9, and the *Contractor* is liable for such loss or damage notwithstanding that the *Material* or *Plant* is the property of *Canada*.

### GC3.10 DEFECTIVE WORK

- 1) The *Contractor* shall promptly remove from the site of the *Work* and replace or re-execute defective *Work* whether or not the defective *Work* has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective *Material*, or damage through carelessness or other act or omission of the *Contractor*.
- 2) The *Contractor*, at the *Contractor's* expense, shall promptly make good other work destroyed or damaged by such removals or replacements.
- 3) If, in the opinion of *Canada* it is not expedient to correct defective *Work* or *Work* not performed as provided for in the Contract documents, *Canada* may deduct from the amount otherwise due to the *Contractor* the difference in value between the *Work* as performed and that called for by the Contract Documents.
- 4) The failure of *Canada* to reject any defective *Work* or *Material* shall not constitute acceptance of the defective *Work* or *Material*.

### GC3.11 USE OF THE WORK AND CLEANUP OF SITE

- 1) The *Contractor* shall be responsible for analyzing conditions at the site of the *Work* and selecting the appropriate design and construction solution for the successful completion of the *Work*.
- 2) The *Contractor* shall not load or permit to be loaded any part of the *Work* or its site with a weight or force that will endanger the safety of the *Work*.
- 3) The *Contractor* shall maintain the *Work* and its site in a tidy condition and free from an accumulation of waste material and debris.
- 4) Before the issue of a *Certificate of Substantial Performance*, the *Contractor* shall remove waste material and debris, and all *Plant* and *Material* not required for the performance of the remaining work and, unless otherwise stipulated in the Contract documents, shall cause the *Work* and its site to be clean and suitable for occupancy by *Canada*.
- 5) Before the issue of a *Certificate of Completion*, the *Contractor* shall remove all surplus plant and materials, and any waste products and debris from the site of the *Work*.
- 6) The *Contractor's* obligations described in paragraphs 4) to 6) do not extend to waste products and other debris caused by *Canada's* servants, or by other contractors and workers referred to in GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS.



## GC3.12 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

- 1) Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract, the *Contractor* shall, at the *Contractor's* expense
  - (a) rectify and make good any defect or fault that appears in the *Work* or comes to the attention of *Canada* with respect to those parts of the *Work* accepted in connection with the *Certificate of Substantial Performance* within 12 months from the date of Substantial Performance;
  - (b) rectify and make good any defect or fault that appears in or comes to the attention of *Canada* in connection with those parts of the *Work* described in the *Certificate of Substantial Performance* within 12 months from the date of the *Certificate of Completion*;
  - (c) transfer and assign, to *Canada*, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the 12 months stipulated above. Extended warranties or guarantees referred to herein shall not extend the 12-month period whereby the *Contractor*, except as may be provided elsewhere in the Contract, must rectify and make good any defect or fault that appears in the *Work* or comes to the attention of *Canada*; and
    - (d) provide, to *Canada* prior to the issuance of the *Certificate of Completion*, a list of all extended warranties and guarantees referred to in paragraph (c) of GC3.12.
- 2) *Canada* may direct the *Contractor* to rectify and make good any defect or fault referred to in paragraph 1) of GC3.12 or covered by any other expressed or implied warranty or guarantee, and the *Contractor* shall rectify and make good such defect within the time stipulated in the direction.
- 3) A direction referred to in paragraph 2) of GC3.12 shall be in writing and shall be given to the *Contractor* in accordance with GC2.3 NOTICES.

## GC5 TERMS OF PAYMENT

### GC5.1 INTERPRETATION

In these Terms of Payment

- 1) The "payment period" means a period of 30 consecutive days or such other longer period as is agreed between the *Contractor* and *Canada*.
- 2) An amount is "due and payable" when it is due and payable by *Canada* to the *Contractor* according to GC5.4 PROGRESS PAYMENT, GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK, or GC5.6 FINAL COMPLETION;
- 3) An amount is overdue when it remains unpaid on the first day following the day upon which it is due and payable.
- 4) The "date of payment" means the date of the negotiable instrument of an amount due and payable by the Receiver General for *Canada*.
- 5) The "Bank Rate" means the rate of interest established by the Bank of *Canada* as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.

- 6) The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

#### GC5.2 AMOUNT PAYABLE

- 1) Subject to any other provisions of the *Contract*, *Canada* shall pay the *Contractor*, at the times and in the manner hereinafter set out, the amount by which the amounts payable by *Canada* to the *Contractor* in accordance with the *Contract* exceed the amounts payable by the *Contractor* to *Canada*, and the *Contractor* shall accept that amount as payment in full satisfaction for everything furnished and done by the *Contractor* in respect of the work to which the payment relates.
- 2) When making any payment to the *Contractor*, the failure of *Canada* to deduct an amount payable to *Canada* by the *Contractor* shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the *Contractor*.
- 3) Should any payment be made by *Canada* in excess of what is owed to the *Contractor* for the actual work performed, the *Contractor* will reimburse *Canada* the excess immediately, with or without demand, and any amounts outstanding shall bear simple interest at the Average Bank rate plus 3 percent per annum from the date of overpayment until the day prior to the date of repayment by the *Contractor*.
- 4) No payment other than a payment that is expressly stipulated in the *Contract*, shall be made by *Canada* to the *Contractor* for any extra expense or any loss or damage incurred or sustained by the *Contractor*.

#### GC5.3 INCREASED OR DECREASED COSTS

- 1) The Contract Amount shall not be increased nor decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, Plant, Material or any wage adjustment arising pursuant to the Labour Conditions.
- 2) Notwithstanding paragraph 1) of GC5.3, if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the *Contractor*, and occurs
  - (a) after the date of submission by the *Contractor* of its bid; or
  - (b) after the date of submission of the last revision, if the *Contractor's* bid was revised;
  - (c) the Contract Amount shall be adjusted in the manner provided in paragraph 3) of GC5.3.
- 3) If a change referred to in paragraph 2) of GC5.3 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by *Canada* of the relevant records of the *Contractor* referred to in GC2.8, "Accounts and Audits", to be the increase or decrease in the cost incurred by the *Contractor* that is directly attributable to that change.
- 4) For the purpose of paragraph 2) of GC5.3, if a tax is changed after the tender closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.
- 5) Notwithstanding paragraphs 2) to 4) of GC5.3, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the *Contract* for completion of the Work or that part of the Work.

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#### GC5.4 PROGRESS PAYMENT

- 1) On the expiration of a payment period, the *Contractor* shall deliver to *Canada*
  - (a) a written progress claim in a form acceptable to *Canada*, and certified by the *Designer*, that fully describes any part of the *Work* that has been completed, and any *Material* that was delivered to the *Work* site but not incorporated into the *Work*, during that payment period, and
  - (b) a completed and signed statutory declaration containing a declaration that up to the date of the progress claim, the *Contractor* has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the *Work*, all lawful obligations of the *Contractor* to its *Subcontractors*, *Suppliers* and the *Designer* (referred to collectively in the declaration as "subcontractors and suppliers") have been fully discharged.
- 2) Within 10 days of receipt of a progress claim and statutory declaration from the *Contractor*, *Canada* shall inspect, or cause to have inspected, the part of the *Work* and the *Material* described in the progress claim, and shall issue a progress report to the *Contractor*, that indicates the value of the part of the *Work* and the *Material* described in the progress claim that, in the opinion of *Canada*
  - (a) is in accordance with the *Contract*, and
  - (b) was not included in any other progress report relating to the *Contract*.
- 3) Subject to GC5.2 AMOUNT PAYABLE and paragraph 5) of GC5.4, *Canada* shall pay the *Contractor* an amount that is equal to 100% of the value that is indicated in *Canada's* progress report with respect to the provision of the *Design Services*, together with an amount that is equal to
  - (a) 95% of the value that is indicated in *Canada's* progress report with respect to the *Construction*, if a labour and material payment bond has been furnished by the *Contractor*, or
  - (b) 90% of the value that is indicated in the progress report with respect to the *Construction*, if a labour and material payment bond has not been furnished by the *Contractor*.
- 4) *Canada* shall pay the amount referred to in paragraph 3) of GC5.4 not later than
  - (a) 30 days after the receipt by *Canada* of a progress claim and statutory declaration referred to in paragraph 1) of GC5.4, or
  - (b) 15 days after the *Contractor* has submitted to *Canada* a progress schedule or updated progress schedule in accordance with GC3.1 PROGRESS SCHEDULE,whichever is later.
- 5) In the case of the *Contractor's* first progress claim, it is a condition precedent to *Canada's* obligation under paragraph 3) of GC5.4 that the *Contractor* has provided all necessary documentation required by the *Contract* for the first progress claim.

#### GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

- 1) If, at any time before the issuance of a *Certificate of Completion*, *Canada* determines that the *Work* has reached Substantial Performance as described in subparagraph 1) (b) of GC1.1.4 SUBSTANTIAL PERFORMANCE, *Canada* shall request the *Contractor* to provide a written declaration prepared and signed by the *Designer* in accordance with subparagraph 9)(e) of GC3.2 PROJECT DESIGN AND ROLE OF THE DESIGNER. Following receipt of the declaration, *Canada* shall inspect the *Work*, and if satisfied

that the *Work* has reached Substantial Performance, shall issue a *Certificate of Substantial Performance* to the *Contractor*. The Certificate of Substantial Performance shall state the date of Substantial Performance and shall describe the parts of the *Work* not completed to the satisfaction of Canada, and all things that must be done by the *Contractor* before a *Certificate of Completion* is issued, and before the 12-month warranty period referred to in GC3.12 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK shall commence for the said parts and all the said things.

- 2) The issuance of a Certificate of Substantial Performance does not relieve the *Contractor* from the *Contractor's* obligations under GC3.10 DEFECTIVE WORK.
- 3) Subject to GC5.2 AMOUNT PAYABLE and paragraph 4) of GC5.5, *Canada* shall pay the *Contractor* the amount referred to in paragraph 1) of GC5.2 AMOUNT PAYABLE less the aggregate of
  - (a) the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT;
  - (b) an amount that is equal to *Canada's* estimate of the cost to *Canada* of rectifying defects described in the Certificate of Substantial Performance ; and
  - (c) an amount that is equal to *Canada's* estimate of the cost to *Canada* of completing the parts of the *Work* described in the Certificate of Substantial Performance , other than defects listed therein.
- 4) *Canada* shall pay the amount referred to in paragraph 3) of GC5.5, not later than
  - (a) 30 days after the date of issue of a Certificate of Substantial Performance , or
  - (b) 15 days after the *Contractor* has delivered to *Canada*
    - (i) a statutory declaration containing a declaration by the *Contractor* that up to the date of the Certificate of Substantial Performance , the *Contractor* has complied with all lawful obligations with respect to the Labour Conditions, discharged all its lawful obligations to its *Subcontractors*, *Suppliers* and the *Designer* in respect of the work under the *Contract*, and discharged its lawful obligations referred to in GC1.8 LAWS, PERMITS AND TAXES, and
    - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION, and
    - (iii) an update of the progress schedule in accordance with the requirements of GC3.1 PROGRESS SCHEDULE

whichever is later.

#### **GC5.6 FINAL COMPLETION**

- 1) When *Canada* is of the opinion that the *Work* has been completed, the *Contractor* shall, on request, cause the *Designer* to provide *Canada* with
    - (a) a written declaration attesting to the completeness of the *Work*, and
    - (b) if the *Work* or a portion of the *Work* is subject to a *Unit Price Arrangement*, a certificate of measurement of the final quantities of the *Work*
- both to the satisfaction of *Canada*.

- 2) Within five (5) days of the receipt of satisfactory documentation described in paragraph 1) of GC5.6 if Canada is satisfied that the *Contractor* has complied with the *Contract* and all orders and directions made pursuant thereto, and that the *Work* has been completed, Canada shall issue a *Certificate of Completion* to the *Contractor* and, if the *Work* or a portion of the *Work* is subject to a *Unit Price Arrangement*, Canada shall issue a *Final Certificate of Measurement* which shall be binding upon and conclusive between Canada and the *Contractor* as to the quantities referred to therein.
- 3) Subject to GC5.2 AMOUNT PAYABLE and paragraph 4) of GC5.6,, Canada shall pay the *Contractor* the amount referred to in GC5.2 less the aggregate of
  - (a) the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT, and
  - (b) the sum of all payments that were made pursuant to GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK.
- 4) Canada shall pay the amount referred to in paragraph 3) of GC5.6 not later than
  - (a) 60 days after the date of issue of a *Certificate of Completion*, or
  - (b) 15 days after the *Contractor* has delivered to Canada
    - (i) a statutory declaration which contains a declaration by the *Contractor* that all of the *Contractor's* lawful obligations and any lawful claims against the *Contractor* that arose out of the performance of the *Contract* have been discharged and satisfied, and
    - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION

whichever is later.

#### **GC5.7 PAYMENT NOT BINDING ON CANADA (2015-02-25)**

Neither acceptance of a progress claim or progress report, nor any payment made by Canada under the *Contract*, nor partial or entire use or occupancy of the *Work* by Canada shall constitute an acceptance by Canada of any portion of the *Work* or *Material* that is not in accordance with the requirements of the *Contract*.

#### **GC5.8 CLAIMS AND OBLIGATIONS**

- 1) The *Contractor* shall discharge all the *Contractor's* lawful obligations and shall satisfy all lawful claims against the *Contractor* arising out of the performance of the *Work* at least as often as the *Contract* requires Canada to pay the *Contractor*.
- 2) Whenever requested to do so by Canada, the *Contractor* shall make a statutory declaration declaring to the existence and condition of any obligations and claims against the *Contractor* arising out of the performance of the *Work*.
- 3) In order to discharge lawful obligations of and satisfy lawful claims against the *Contractor*, or its *Designers* or *Subcontractors* arising out of the performance of the *Contract*, Canada may pay an amount that is due and payable to the *Contractor* directly to the claimant. Such payment is, to the extent of the payment, a discharge of Canada's liability to the *Contractor* under the *Contract* and may be deducted from any amount payable to the *Contractor* under the *Contract*.

- 4) For the purposes of paragraph 3) of GC5.8, and subject to paragraph 6) of GC5.8, a claim or obligation shall be considered lawful when it is so determined by
- (a) a court of legal jurisdiction, or
  - (b) an arbitrator duly appointed to arbitrate the claim, or
  - (c) the written consent of the *Contractor* authorizing payment of the claim or obligation.
- 5) If a claim or obligation would have been subject to the provisions of Provincial or Territorial lien legislation or, in the Province of Quebec, the law relating to legal hypothecs had the *Contractor* been performing the *Work* for a entity other than Canada:
- (a) such amount as may be paid by *Canada* pursuant to paragraphs 3) and 4) of GC5.8 shall not exceed the amount which the *Contractor* would have been obliged to pay had the provisions of such legislation or law been applicable to the *Work*;
  - (b) a claimant need not comply with the provisions of such legislation setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had, and
  - (c) for the purposes of determining the entitlement of a claimant, the notice required by paragraph 8) of GC5.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by such legislation.
- 6) The *Contractor*, shall at the request of any claimant, submit to binding arbitration, those questions that need be answered to establish any entitlement of the claimant to payment. The arbitration shall have as parties to it any *Designer*, *Subcontractor*, or suppliers to whom the claimant supplied *Material*, performed work or rented equipment should such *Subcontractor*, *Designer*, or supplier wish to be adjoined, and *Canada* shall not be a party to such arbitration. Subject to any agreement between the *Contractor* and the claimant, the arbitration shall be conducted in accordance with the governing Provincial or Territorial legislation applicable to the site of the *Work*.
- 7) Paragraph 3) of GC5.8 shall apply only to claims and obligations
- (a) the notification of which has set forth the amount claimed to be owing and the person or entity who by contract is primarily liable and has been received by *Canada* in writing before final payment is made to the *Contractor* pursuant to GC5.6 FINAL COMPLETION, and within 120 days of the date on which the claimant
    - (i) should have been paid in full under the claimant's contract with the *Contractor*, its *Designer*, *Subcontractor* or *Supplier*, if the claim is for money that was lawfully required to be held back from the claimant; or
    - (ii) performed the last of the services, work, labour, or furnished the last of the *Material* pursuant to the claimant's Contract with the *Contractor*, its *Designer*, *Subcontractor*, or *Supplier* where the claim is for money not lawfully required to be held back from the claimant, and



- (b) the proceedings to determine the right to payment of which, pursuant to paragraph 5) of GC5.8, shall have commenced within one year from the date that the notification required by subparagraph 7)(a) of GC5.8 was received by Canada.
- 8) Upon receipt of a notice of claim, *Canada* may withhold from any amount that is due and payable to the *Contractor* pursuant to the *Contract*, the full amount of the claim or any portion thereof.
- 9) *Canada* shall notify the *Contractor* in writing in a timely manner of receipt of any claim and of the intention of *Canada* to withhold funds. At any time thereafter and until payment is made to the claimant, the *Contractor* may be entitled to post, with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the claim, and upon receipt of such security *Canada* shall release to the *Contractor* any funds which would be otherwise payable to the *Contractor*, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

#### GC5.9 RIGHT OF SET-OFF

- 1) Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, Canada may set off any amount payable to Canada by the Contractor under the Contract, or under any current contract, against any amount payable to the Contractor under the Contract.
- 2) For the purposes of paragraph 1) of GC5.9, "current contract" means a contract between Canada and the Contractor
- (a) under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
- (b) in respect of which Canada has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

#### GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

- 1) For the purposes of this clause
- (a) the *Work* shall be deemed to be completed on the date of *Certificate of Completion*, and
- (b) the "period of delay" means the number of days commencing on the day fixed for completion of the *Work* and ending on the day immediately preceding the day on which the *Work* is completed but does not include any day within a period of extension granted pursuant to GC6.5 DELAYS AND EXTENSION OF TIME, and any other day on which, in the opinion of Canada, completion of the *Work* was delayed for reasons beyond the control of the *Contractor*.
- 2) If the *Contractor* does not complete the *Work* by the day fixed for its completion but completes it thereafter, the *Contractor* shall pay *Canada* an amount equal to the aggregate of
- (a) all salaries, wages and traveling expenses incurred by *Canada* in respect of persons overseeing the performance of the *Work* during the period of delay;
- (b) the cost incurred by *Canada* as a result of the inability to use the completed *Work* for the period of delay; and
- (c) all other expenses and damages incurred or sustained by *Canada* during the period of delay as a result of the *Work* not being completed by the day fixed for its completion.

- 3) Canada may waive the right of *Canada* to the whole or any part of the amount payable by the *Contractor* pursuant to paragraph 2) of GC5.10 if, in the opinion of Canada, it is in the public interest to do so.

#### GC5.11 DELAY IN MAKING PAYMENT

- 1) Notwithstanding GC1.5 TIME OF THE ESSENCE, any delay by *Canada* in making any payment when it is due pursuant to GC5 shall not be a breach of the *Contract* by *Canada*.
- 2) Subject to paragraph 3) of GC5.11, *Canada* shall pay to the *Contractor* simple interest at the Average Bank Rate plus 3 percent per annum on any amount which is overdue pursuant to paragraph 3) of GC5.1 INTERPRETATION, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.
- 3) Interest shall be paid without demand by the *Contractor* except that
- (a) in respect of amounts that are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the *Contractor* so demands after such amounts have become due and payable, and
- (b) interest shall not be payable or paid on overdue advance payments, if any.

#### GC5.12 INTEREST ON SETTLED CLAIMS

- 1) For the purposes of this clause, a claim means a disputed amount subject to negotiation between *Canada* and the *Contractor* under the *Contract*.
- 2) A claim is deemed to have been settled when an agreement in writing is signed by *Canada* and the *Contractor* setting out the amount of the claim to be paid by *Canada* and the items of work for which the said amount is to be paid.
- 3) A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the *Contract* had it not been disputed.
- 4) *Canada* shall pay to the *Contractor* simple interest on the amount of a settled claim at the Average Bank Rate plus 3 per cent per annum from the date the settled claim was deemed to be outstanding until the day prior to the date of payment.

#### GC5.13 RETURN OF SECURITY DEPOSIT

- 1) After a *Certificate of Substantial Performance* has been issued, and if the *Contractor* is not in breach of nor in default under the *Contract*, *Canada* shall return to the *Contractor* all or any part of a Security Deposit that, in the opinion of Canada, is not required for the purposes of the *Contract*.
- 2) After a *Certificate of Completion* has been issued, *Canada* shall return to the *Contractor* the remainder of any security deposit unless the *Contract* stipulates otherwise.
- 3) If the security deposit was paid into the Consolidated Revenue Fund of *Canada*, *Canada* shall pay interest thereon to the *Contractor* at a rate established from time to time pursuant to section 21(2) of the Financial Administration Act.

#### GC6 DELAYS AND CHANGES IN THE WORK

##### GC6.1 CHANGES IN THE WORK



- 1) At any time before issuing a *Certificate of Completion*, Canada may issue orders for additions, deletions or other changes to the *Work*, or changes in the location or position of the whole or any part of the *Work*, if the addition, deletion, change or other revision is deemed by Canada to be, consistent with the general intent of the *Contract*.
- 2) An order referred to in paragraph 1) of GC6.1 shall be in writing and given to the *Contractor* in accordance with GC2.3 NOTICES.
- 3) Upon receipt of an order, the *Contractor* shall promptly perform the work in accordance with the order as if the order had appeared in and been part of the original *Contract*.
- 4) If anything done or omitted by the *Contractor* pursuant to an order increases or decreases the cost of the *Work* to the *Contractor*, payment for the work shall be made in accordance with GC6.4 DETERMINATION OF PRICE.

## GC6.2 CHANGES IN SUBSURFACE CONDITIONS

- 1) If, during the performance of the *Work*, the *Contractor* encounters subsurface conditions that are substantially different from the subsurface conditions described in the Request for Proposal documents supplied to the *Contractor*, or a reasonable assumption of fact based thereon, the *Contractor* shall give notice to Canada immediately upon becoming aware of the situation.
- 2) If the *Contractor* is of the opinion that the *Contractor* may incur or sustain any extra expense or any loss or damage that is directly attributable to the changed subsurface conditions, the *Contractor* shall within 10 days of the date the changed subsurface conditions were encountered, give Canada written notice of intention to claim for that extra expense, loss or damage.
- 3) If the *Contractor* has given a notice referred to in paragraph 2) of GC6.2, the *Contractor* shall give Canada a written claim for extra expense, loss or damage no later than 30 days after the date that a *Certificate of Substantial Performance* is issued.
- 4) A written claim referred to in paragraph 3) of GC6.2 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified, and the *Contractor* shall supply such further and other information for that purpose as Canada requires.
- 5) If Canada determines that a claim referred to in paragraph 3) of GC6.2 is justified, Canada shall make an extra payment to the *Contractor* in an amount that is calculated in accordance with GC6.4, "Determination of Price".
- 6) If, in the opinion of Canada, the *Contractor* effects a saving of expenditure that is directly attributable to a substantial difference between the information relating to subsurface conditions at the site of the *Work* that is contained in the Request for Proposal documents, or a reasonable assumption of fact based thereon, and the actual subsurface conditions encountered by the *Contractor*, the *Contract Amount* shall be reduced by the amount of the saving of expenditure determined in accordance with GC6.4, "Determination of Price".
- 7) If the *Contractor* fails to give a notice referred to in paragraph 2) of GC6.2 and a claim referred to in paragraph 3) of GC6.2 within the times stipulated, an extra payment shall not be made to the *Contractor* in respect of the occurrence.
- 8) Canada does not warrant the content expressed in any subsurface report available for the perusal of the *Contractor* that does not form part of the Request for proposal and contract documents.

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### **GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST**

- 1) For the purposes of this clause
  - (a) "human remains" means the whole or any part of a deceased human being, irrespective of the time of death;
  - (b) "archaeological remains" are items, artifacts or things made, modified or used by human beings in antiquity and may include, but not be limited to, stone, wood or iron structures or monuments, dump deposits, bone artifacts, weapons, tools, coins, and pottery;
  - (c) "items of historical or scientific interest" are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.
- 2) If, during the course of the *Work*, the *Contractor* encounters any object, item or thing which is described in paragraph 1) of GC6.3 or which resembles any object, item or thing described in paragraph 1) of GC6.3, the *Contractor* shall
  - (a) take all reasonable steps, including stopping work in the affected area, to protect and preserve the object, item or thing,
  - (b) immediately notify *Canada* of the circumstances in writing, and
  - (c) take all reasonable steps to minimize additional costs which may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification in accordance with paragraph 2)(b) of GC6.3, *Canada* shall promptly determine whether the object, item or thing is one described in, or contemplated by paragraph 1) of GC6.3, and shall notify the *Contractor* in writing of any action to be performed, or work to be carried out, by the *Contractor* as a result of *Canada's* determination.
- 4) *Canada* may, at any time, enlist the services of experts to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the *Contractor*, and the *Contractor* shall, to the satisfaction of *Canada*, allow them access and cooperate with them in the carrying out of their duties and obligations.
- 5) Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the *Work* shall be deemed to be the property of *Canada*.
- 6) Except as may be otherwise provided for in the *Contract*, the provisions of GC6.4 DETERMINATION OF PRICE, and GC6.5 DELAYS AND EXTENTION OF TIME shal apply.

### **GC6.4 DETERMINATION OF PRICE**

#### **GC6.4.1 Price Determination Prior to Undertaking Changes**

- 1) If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be equal to

- 
- (a) 20 percent of the aggregate costs referred to herein for that portion of the Work done by the Contractor's own forces, if the aggregate cost of the Work does not exceed \$50,000;
    - (b) 15 percent of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000; or
    - (c) a negotiated percentage of the aggregate costs referred to herein or a negotiated amount
      - (i) if the aggregate cost of the Work exceeds \$50,000; or
      - (ii) if the Contractor and Canada agree in writing.
  - 2) If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
  - 3) A price per unit referred to in paragraph 2) of GC6.4.1 shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus an allowance determined in accordance with paragraph 1) of GC6.4.1.
  - 4) To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
  - 5) If no agreement is reached as contemplated in paragraph 1) of GC6.4.1, the price shall be determined in accordance with GC6.4.2.
  - 6) If no agreement is reached, as contemplated in paragraphs 2) and 3) of GC6.4.1, Canada shall determine the class and the unit of measurement of the item of labour, Plant or Material and the price per unit shall be determined in accordance with GC6.4.2.

#### **GC6.4.2 Price Determination Following Completion of Changes**

- 1) If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of
  - (a) all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph 2) of GC6.4.2, that are directly attributable to the performance of the Contract;
  - (b) an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is equal to 10% of the sum of the expenses referred to in subparagraph 1)(a) of GC6.4.2; and
  - (c) interest on the amounts determined under subparagraphs 1)(a) and 1)(b) of GC6.4.2 calculated in accordance with GC5.12, "Interest on Settled Claims";
- 2) The cost of labour, Plant and Material referred to in subparagraph 1)(a) of GC6.4.2 shall be limited to the following categories of expenditure:
  - (a) payments to Subcontractors and Suppliers;
  - (b) wages, salaries, bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the

head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;

- (c) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
- (d) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
- (e) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
- (f) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
- (g) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
- (h) any other payments made by the Contractor with the approval of Canada that are necessary for the performance of the Contract in accordance with the contract documents.

#### **GC6.4.3 Price Determination - Variations in Tendered Quantities**

For the purpose of this clause "tendered quantities" means the estimated quantities identified in the Request for Proposal documents.

- 1) Except as provided in paragraphs 2), 3), 4) and 5) of GC6.4.3, if it appears that the final quantity of labour, Plant and Material under a price per unit item shall exceed or be less than the estimated tendered quantity, the Contractor shall perform the Work or supply the Plant and Material required to complete the item and payment shall be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
- 2) If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Contract may make a written request to the other party negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with
  - (a) detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested, and
  - (b) the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
- 3) If agreement is not reached as contemplated in paragraph 2) of GC6.4.3, the price per unit shall be determined in accordance with GC6.4.2.
- 4) If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85 percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if

(a) there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and

(b) the difference in unit cost is due solely to the decrease in quantity and not to any other cause.

5) For the purposes of the negotiation referred to in paragraph 4) of GC6.4.3

(a) the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and

(b) in no event shall the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph 4) of GC6.4.3 exceed the amount that would have been payable to the Contractor had 85 percent of the tendered quantity actually been performed or supplied.

#### **GC6.5 DELAYS AND EXTENSION OF TIME**

- 1) Upon application of the Contractor made before the date first fixed for completion of the Work or before any other date previously fixed under this clause, Canada may extend the time for completion of the Work by fixing a new date if Canada determines that causes beyond the control of the Contractor have delayed its completion.
- 2) The Contractor's application shall be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security.
- 3) Subject to paragraph 4) of GC6.5, no payment, other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense, loss or damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.
- 4) If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall give Canada written notice of intention to claim for that extra expense or loss or damage within 10 working days of the date the neglect or delay first occurred.
- 5) When the Contractor has given a notice referred to in paragraph 4) of GC6.5, the Contractor shall give Canada a written claim for the extra expense, loss or damage no later than 30 days after the date that a Certificate of Completion is issued and not afterwards.
- 6) A written claim referred to in paragraph 5) of GC6.5 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as Canada may require.
- 7) If Canada determines that a claim referred to in paragraph 5) of GC6. 5 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4, "Determination of Price".
- 8) If the Contractor fails to give a notice referred to in paragraph 4) and a claim referred to in paragraph 5) of GC6.5 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.

## **GC7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT**

### **GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS**

- 1) By giving notice in writing to the Contractor in accordance with GC2.3, "Notices", Canada, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as Canada sees fit to have the Work completed if the Contractor
  - (a) fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of Canada within 6 days of Canada giving notice to the Contractor in writing in accordance with GC2.3, "Notices";
  - (b) defaults in the completion of any part of the Work within the time fixed for its completion by the Contract;
  - (c) becomes insolvent, or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act;
  - (d) abandons the work;
  - (e) makes an assignment of the Contract without the consent required by GC1.17, "Assignment", or
  - (f) otherwise fails to observe or perform any of the provisions of the Contract.
- 2) If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) of GC7.1, extinguished, and the Contractor is liable to pay Canada, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Canada in respect of the Contractor's failure to complete the Work.
- 3) If the whole or any part of the Work that is taken out of the Contractor's hands is completed by Canada, Canada may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by Canada that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating Canada for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 4) The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
- 5) If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its suppliers or subcontractors at any tier, in all real property, licences, powers and privileges acquired, used or provided by the Contractor, or its suppliers or subcontractors at any tier, under the Contract shall continue to be the property of Canada without compensation.
- 6) When Canada certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of Canada to retain that Plant, Material, or interest, it shall revert to the Contractor.
- 7) If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act, the Contractor shall immediately forward a copy of the proposal or the notice of intention to Canada.



## **GC7.2 SUSPENSION OF WORK**

- 1) When, in Canada's opinion, it is in the public interest to do so, Canada may require the Contractor to suspend performance of the Work either for a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with GC2.3, "Notices".
- 2) When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that Canada determines are necessary for the care and preservation of the Work, Plant and Material.
- 3) During a period of suspension, the Contractor shall not remove any part of the Work, Plant or Material from its site without the consent of Canada.
- 4) If a period of suspension is 60 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC6.4, "Determination of Price".
- 5) If a period of suspension is more than 60 days, Canada and the Contractor may agree that the performance of the Work shall be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by Canada and the Contractor. If Canada and the Contractor do not agree that performance of the Work shall be continued by the Contractor, or upon the terms and conditions under which the Contractor shall continue the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC7.3, "Termination of Contract".

## **GC7.3 TERMINATION OF CONTRACT**

- 1) Canada may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC2.3, "Notices".
- 2) If the Contractor receives a notice of termination, the Contractor shall forthwith cease all operations in performance of the Contract, subject to any conditions stipulated in the notice.
- 3) Subject to paragraph 4) of GC7.3, if the Contract is terminated, Canada shall pay the Contractor an amount determined to be due to the Contractor pursuant to GC6.4, "Determination of Price", less the aggregate of all amounts that were paid to the Contractor by Canada and all amounts that are due to Canada from the Contractor pursuant to the Contract.
- 4) In no event shall the total amount payable by Canada to the Contractor exceed the amount, calculated in accordance with GC5, "Terms of Payment", that would have been payable to the Contractor had the Contractor completed the Work.
- 5) Payment to the Contractor, if any, shall be made as soon as practicable under the circumstances.

## **GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN**

- 1) If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, Canada may convert a security deposit to Canada's own use.
- 2) If Canada converts a security deposit, the amount realized shall be deemed to be an amount due from Canada to the Contractor under the Contract.

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File No. - N° du dossier

NCS-6-39116

Buyer ID - Id de l'acheteur

NCS012

CCC No./N° CCC - FMS No./N° VME

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- 3) Any balance of the amount realized that remains after payment of all losses, damage and claims of Canada and others shall be paid by Canada to the Contractor if, in the opinion of Canada, it is not required for the purposes of the Contract.



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## SUPPLEMENTARY CONDITIONS

### SC01 PAYMENT FOR DESIGN CHANGES AND REVISIONS

1. Payment for any additional or reduced Design Services authorized by Canada prior to their performance, and for which a basis of payment has not been established at the time of execution of the Contract, shall be in an amount or amounts to be mutually agreed upon from time to time, subject to the Terms of Payment and the approval of Canada.
2. Where it is not possible, or appropriate, to agree upon a fixed price fee prior to the performance of the additional or reduced Design Services, payment shall be made on the basis of a time based fee as follows:
  - (a) The *Designer's* principals and executives, and other personnel approved in that capacity by Canada shall be paid at the hourly rates provided for in clause 1.3.4 of the Price Bid Form.
  - (b) The *Designer's* staff approved by Canada shall be paid at the hourly rate specified in Annex B..
  - (c) The normal working hours per day for *Designer's* principals, executives and the employees, shall be deemed to be seven and a half (7.5) hours of any day during which they are actually engaged in the performance of the *Design Services*.
  - (d) Travel time during normal working hours, that is related to the Project and authorized by Canada, shall be chargeable as time worked.
  - (e) The maximum amount(s) that applies (apply) to the *Design Services* to be carried out at time rates shall be as specified in the change request notice issued by Canada, which amount(s) shall not be exceeded without the prior authorization of Canada.
3. Subject to paragraph 5 below and prior to the performance of additional or reduced *Design Services* on the basis of a time based fee, the *Contractor* shall comply with any request made by Canada regarding persons to be employed by its *Designer* or its *Designer's subconsultants* to provide the additional or reduced *Design Services*. In addition, Canada shall determine, based on industry practice and input from the Contractor, hourly rates for any of those persons for whom the relevant information does not appear in the Price Bid Form.
4. The *Contractor* shall, on request, submit to Canada for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be employed by its *Designer* to provide the *Design Services* for the Project and, on request, submit any subsequent changes to Canada for approval.
5. Payment for additional *Design Services* not identified at the time of execution of the Contract shall be made only to the extent that
  - (a) the additional *Design Services* are *Services* that are not included in stated *Design Services* in the *Contract*,
  - (b) the additional *Design Services* are required for reasons beyond the control of the Contractor, and
  - (c) any fee adjustment for *Design Services* resulting from an adjustment in the Construction Cost Estimate arising from the additional *Services* is not commensurate with the additional *Services* performed.
6. Disbursements
  1. The following costs shall be included in the bid Price required to deliver the Work and shall not be reimbursed separately;
    - (a) Standard office expenses such as any photocopying, computer costs, Internet, long distance telephone and fax, including that between the Contractor's main office and branch offices or between the Contractor's offices and other team members offices;

- (c) Travel expenses; and
- (d) Local project office.
- (e) Deliverables identified in Design-Build Services and Specifications.

## **SC02 PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS:**

1. The Contractor shall ensure that appropriate Professional Liability insurance coverage is in place to cover the Designers and other consultants engaged for the services required in the performance of the Work. If required, the Contractor shall furnish evidence satisfactory to Canada of such insurance coverage and any renewals thereof.
2. The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the services until five (5) years after their completion.

## **SC03 INSURANCE TERMS**

### **1) Insurance Contracts**

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) 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.

### **2) Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

### **3) Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

### **4) Insurance Proceeds**

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

### **5) Deductible**

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

## **SC04 Workplace Safety and Health**

## Workplace Safety and Health

### 1. EMPLOYER/PRINCIPAL CONTRACTOR

1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:

- 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
- 1.1.2 assume the role of Principal Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
- 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order \* to:
  - 1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other Contractor(s); or
  - 1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

\* "order" definition: after contract award, Contractor is ordered by a Change Order

### 2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

- 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
- 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
  - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
  - 2.1.2.2 a site specific Health and Safety Plan as requested.

*NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.*

### 3. LABOUR AUTHORITY CONTACT:

*The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.*

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

#### **NUNAVUT**

Workers' Safety and Compensation  
Northwest Territories and Nunavut  
Prevention Services  
Box 8888  
Yellowknife, NT, X1A 2R3  
Attention: Chief Industrial Safety Officer

Telephone: (867) 669- 4403

Facsimile: (867) 873- 0262

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File No. - N° du dossier

NCS-6-39116

Buyer ID - Id de l'acheteur

NCS012

CCC No./N° CCC - FMS No./N° VME

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DECLARATION

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: \_\_\_\_\_

\_\_\_\_\_  
TITLE OF COMPANY OFFICER

\_\_\_\_\_  
SIGNATURE

## **SC05 INUIT BENEFITS PLAN**

### **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 GUARANTEE TABLES (APPENDIX 4) to supplement the Benefits Plan (as detailed under Submission Requirements) 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.

## **SC06 LIMITATION OF SUBMISSIONS**

- 1) While there is no requirement for firms to participate in this procurement in joint venture, they may elect to do so if they see fit. However, only one submission per bidder will be accepted, whether it is submitted by a firm as an individual Bidder or by that firm as part of a joint venture Bidder. If more than one submission is received from a firm acting either individually or in joint venture, all such submissions shall be rejected and no further consideration shall be given to the firm or to any proposed joint venture of which the firm forms part.
- 2) A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
- 3) An arrangement whereby Canada contracts directly with a Contractor who may retain sub-contractors to perform portions of the work is not a joint venture arrangement. A sub-contractor may be proposed as part of the Design Build Team by more than one Bidder.
- 4) Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, no firm acting as an individual Bidder or as part of a joint venture Bidder, shall be proposed as a member of another Bidder's Team, either as a sub-contractor or as part of another joint venture Bidder. Failure to comply with this limitation will result in all submissions so involved being rejected.
- 5) Any joint venture must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

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## SC07 Status and Availability of Resources

In order to ensure that the team proposed by the bidder is available to perform the work upon award the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control only, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience for Canada's written approval. The Bidder must provide the Contracting Authority of the reason and evidence for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request, provide a written confirmation, signed by the individual, of the permission given to the Bidder of his/her availability.

Failure to comply with these obligations, or failure to obtain Canada's approval for a substitution, may result in the bid being declared non-responsive or the contract terminated for default.

For greater certainty the Bidder recommended for award will be asked to confirm the team proposed is available to perform the work. Subject to the foregoing, if the personnel team proposed is not available, the successful bidder will be ineligible for award. The bidder ranked second will then be recommended for award and the same process will apply.

## SC08 REPLACEMENT OF SPECIFIC INDIVIDUALS

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination for default.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## **SC09 PERFORMANCE EVALUATION-CONTRACT**

R2810D General Condition is modified to include the following GC1.22.

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:

- a. quality of workmanship
- b. time
- c. project management
- d. contract management
- e. health and safety

2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:

- a. unacceptable: 0 to 5 points
- b. not satisfactory: 6 to 10 points
- c. satisfactory: 11 to 16 points
- d. superior: 17 to 20 points

3. The consequences resulting from the performance evaluation are as follows:

- a. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.
- b. For an overall rating of between 51% and 84%, a standard "meets expectations", letter is sent to the Contractor.
- c. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
- d. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
- e. When general average is between 30% and 50% and one of the ratings is of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

## **SC10 INTERPRETATION**

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

"Architectural and Engineering Services ":

means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services for real property projects.

"Construction Services ":

means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

"Facility Maintenance Services ":

Solicitation No. - N° de l'invitation

EW699-171068

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

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File No. - N° du dossier

NCS-6-39116

Buyer ID - Id de l'acheteur

NCS012

CCC No./N° CCC - FMS No./N° VME

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means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.



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Buyer ID - Id de l'acheteur

NCS012

CCC No./N° CCC - FMS No./N° VME

---

**ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)**

*(This report is not required at bid deposit)*

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

*(Add rows as needed)*

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## **ANNEX D: TERMS OF REFERENCE**

*Refer to attached PDF entitled "Terms of Reference"*

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**ANNEX E: INSURANCE CERTIFICATE**

*Refer to attached PDF entitled "Certificate of Insurance"*

Solicitation No. - N° de l'invitation  
EW699-171068  
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Buyer ID - Id de l'acheteur  
NCS012  
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## ANNEX F - LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Offer Security Requirements, the Offerer should provide a list of Subcontractors with his Offer.
- 2) The Offerer should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Offer Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

## CERTIFICATE OF INSURANCE – ANNEX E

(Not required at solicitation closing)

Page 1 of 2

Description and Location of Work Jericho Mine Site Stabilization Jericho Mine Site, Nunavut	Contract No. EW699-171068
	Project No. R.083349.006; R.083349.032

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
------------------------------	-----------------------	------	----------	-------------

Additional Insured

**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$
<b>Pollution Liability</b>				Per Occurrence		
<b>Environmental Impairment Liability Insurance</b>						
<b>Errors and Omissions Liability Insurance</b>				Per Loss		
<b>Aviation Liability Insurance</b>				Per Occurrence		
<b>Aircraft Charter Insurance</b>						
<b>Automobile insurance</b>				Per Occurrence		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

**General**

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

**Commercial General Liability**

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

**Contractors Pollution Liability**

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

**Environmental Impairment Liability insurance.**

1. The Contractor must obtain Contractors Pollution 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 \$ 5,000,000 per accident or occurrence and in the annual aggregate.
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 Contractors Pollution Liability insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: 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.
  - d. 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.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

- f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
- g. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

#### **Errors and Omissions Liability**

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.

#### **Aviation Liability Insurance**

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation 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, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

- c. 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.
- d. 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.
- e. Employees and, where applicable, Volunteers must be included as Additional Insured.
- f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
- g. 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.
- h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
- i. Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
- j. Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
- k. Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
- l. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

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*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

#### **Aircraft Charter Insurance**

1. The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:



- a. liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
  - b. in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
    - i. \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
    - ii. \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
    - iii. \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
2. The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
3. The Contractor's insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - c. 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.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
  - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any

difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

#### **Automobile insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
  - f. OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability  
Passenger Hazard/Bodily Injury Minimum Limits required:
    1. 8 to 12 Passengers: \$5,000,000
    2. 13 or more Passengers: \$8,000,000
  - g. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27



Public Services and  
Procurement  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

Terms of Reference  
Jericho Mine Site Stabilization  
R.083349.001

Design-Build Services

Terms of Reference

## Jericho Mine Site Stabilization, Nunavut

Public Services and Procurement Canada

July 2016



Public Services and  
Procurement  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

Terms of Reference  
Jericho Mine Site Stabilization  
R.083349.001

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## ACRONYMS & ABBREVIATIONS

PSPC	Public Services and Procurement Canada
INAC	Indigenous and Northern Affairs Canada
TOR	Terms of Reference
ESA	Environmental Site Assessment
OA	Options Analysis report
AHJ	Authorities Having Jurisdiction
PKCA	Processed Kimberlite Containment Area
NHL	Non-Hazardous Landfill
ASTs	Aboveground Storage Tanks
HWTA	Hazardous Waste Transfer Area
PHC soils	Petroleum Hydrocarbon Impacted Soils
LPB	Lead-Based Paint
APEC	Areas of Potential Environmental Concern
DR	Departmental Representative
IOL	Inuit Owned Land



---

# 1 PROJECT DESCRIPTION

## 1.1 PROJECT INFORMATION

### 1.1.1 Project Information

Project Information	
Project Title:	Jericho Mine Site Stabilization
Project Location:	The Jericho Mine is located approximately 270 km southeast of Kugluktuk, NU, and 30 km north of the Lupin Mine in the Contwoyto-Itchen Region. At 65°59'50"N, 111°28'30"W, the Jericho Mine is approximately 60 km south of the Arctic Circle.
Public Services and Procurement Services (PSPC) Project Number:	R.083349.001

### 1.1.2 Departmental Representative

Departmental Representative	
PSPC Project Manager:	Michael Bernardin

## 1.2 PROJECT BACKGROUND

### 1.2.1 Introduction

- 1 As the custodian of most federal lands in the North, Indigenous and Northern Affairs Canada (INAC) has responsibility, through the Northern Contaminated Sites Program, to manage a number of contaminated properties that are no longer maintained by the original occupant. The Department's portfolio of contaminated sites originated from private sector mining, oil and gas activities and government military activity dating back over half a century.
- 2 This Terms of Reference (TOR) has been developed on behalf of INAC to solicit combined engineering and construction/ decommissioning services from a qualified firm or joint venture company.
- 3 The scope of work for the site stabilization, consisting of remediation/ decommissioning of select mine components, including the design of said components, combine to form what is going to be referenced as a design-build procurement approach for this project.



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### 1.2.2 Services

- .1 The services of a general contractor with engineering capacity, or a joint venture company providing both design and deconstruction services will be consider the “Contractor” in this document. The Contractor will include a multi-disciplinary team of sub-consultants and suppliers as required to undertake the design and provide the deconstruction services necessary for this project.
- .2 The selected Contractor will provide a full team including all required expertise in northern logistics, camp operation, earthworks, hazardous materials abatement, etc. as necessary to complete the work.

### 1.2.3 Site Description and background

- .1 The Jericho Mine was opened in 2006 by Tahera Diamond Corporation (Tahera) who went through bankruptcy proceedings in 2008. Shear Diamonds Corp. (Shear) took over the Jericho Mine in 2010 and operated the mine under care and maintenance until September 2012 when Shear suspended operations. INAC has been undertaking basic environmental protection of the Jericho Mine since spring 2013. It is understood that INAC assumed control of the Jericho Mine in January 2014.
- .2 The original mine plan was to construct a project with an eight-year life and extract the kimberlite ore by using an open pit and underground mining methods. The mine work did not advance beyond the open pit extraction.
- .3 A detailed Environment Site Assessment (ESA) report was prepared by Tetra Tech EBA (EBA) in December 2014. The report presented the results and finding of their August 2014 on-site investigation work, planned following a gap analysis in support of developing of a remedial action plan for the project site. The scope of the ESA included investigation and assessment for both a full remediation of the site, as well as a limited site remediation option. Contaminated soil, water, hazardous and non-hazardous material and infrastructure, and geotechnical information all form part of the ESA document.
- .4 Further to the findings of the ESA, remedial options were evaluated and presented in the EBA Options Analysis (OA) report (April 2015). The OA outlined and determined preferred options available for 3 closure scenarios; a full remediation scenario, limited remediation scenario and preservation of site assets scenario. Descriptions of the remedial activities for each scenario were presented in the document.
- .5 In consideration to both the overall remediation objectives for the Jericho Mine Site and the specific maximum funding available to the project, this procurement outlines work that will form the basis of the Site Stabilization Project as well as provide the best value to the Crown.





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#### 1.2.4 Design and Construction Scope

- .1 As the custodian of the Jericho Mine Site, INAC has an overall mandate to protect the environment and undertake activities to make the most efficient use of the securities held by the department.
- .2 Further to the remedial options presented in the OA and based on the specific funding available for the project, the Site Stabilization Work will include remedial activities that address the most immediate site concerns.
- .3 The scope items are grouped into the following three work categories; Earthworks, Environmental and Demolition. An outline of work items/ remedial activities are described in the Summary of Work section below.
- .4 The Contractor shall be responsible for reviewing and understanding the options analysis for each remedial work item and ultimately the design, implementation and verification of all bid work.

#### 1.2.5 Project Constraints

- .1 Aircraft or winter-only overland access to the site.
- .2 One-Construction-Season project timeframe, 2017.
- .3 Maximum Price Contract.

### **1.3 PROJECT DELIVERY APPROACH**

#### 1.3.1 Approach

- .1 This project will use a design/ deconstruction procurement approach, more commonly known as a design/ build approach.
- .2 The budget for this contract is \$10.56M based on a Class A cost estimate.
- .3 The Contractor will be required to provide design and deconstruction services for each of the scope requirements outlined in this document.
- .4 Payment for each of the scope requirements is as shown in the Basis of Payment Table.
- .5 This Terms of Reference, combined with the ESA and OA outline the minimum design and deconstruction requirements for each of the tasks.



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### 1.3.2 Special Conditions/Considerations

- .1 Remote access to the site.
- .2 Arctic Environment.
- .3 Mine Site Hazards.
- .4 Health and Safety considerations associated with the Authorities Having Jurisdiction (AHJ).
- .5 Work must be compliant with AHJ.

## 1.4 PROJECT SCHEDULE

### 1.4.1 General

- .1 The project is to be delivered, including design, all *deconstruction* and disposal components and demobilization from site by March 31, 2018.
- .2 See the following table for key milestone date.
- .3 Contractor is required to submit a detailed schedule with adherence to the milestone dates provided.

### 1.4.2 Anticipated Milestone Dates

Project Phase		Milestone Date
.1	Contract award	Dec. 12, 2016
.2	Preliminary Design Submission	Jan.16, 2017
.3	Completion of Design	Feb. 28, 2017
.4	Mobilization to site	Mar. 2017
.5	Construction period	May- Oct. 2017
.6	Demobilization from Site	Mar. 2018
.7	Contract Closeout	Mar. 31, 2018



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## 1.5 SUMMARY OF WORK

### 1.5.1 Project Administration & Design Services and Construction Services

- .1 Carry out the Contract Work, as specified, for the following:
  - .1 Project Administration and Design Services; and
  - .2 Required Construction Services, in accordance with the provided Technical Specifications.

Details of each are provided in the Sections 2 and 3, respectively.

- .2 Mobilize and demobilize all personnel, equipment, support facilities and materials required to complete the Work.

### 1.5.2 Design/ Deconstruction Scope of Work

The following work items form the components of the Scope of Work, grouped by Earthworks, Environmental and Demolition.

#### **Earthworks**

Earthworks consist of various excavation, construction and deconstruction items designed to stabilize different structural components of the former mine. The work includes constructing the berms for the non-hazardous landfill as well as the final landfill cover, once all debris materials are in place.

The specific mine components listed below are described in Section 5 of the EBA Options Analysis (2015) and shown in its appended figures.

- .1 Breach the C1 Diversion and construct a Pit Overflow;
  - .1 The preferred option to expedite pit filling, by restoring the natural flow back into the pit, and remove any questions about long-term performance of the existing Diversion,
  - .2 Construct a channel through the C1 Diversion to divert the C1 flow back into the Open Pit,
  - .3 Install a plug to prevent flow down the alignment of the existing C1 Diversion,
  - .4 Cut a separate channel to breach and divert future flow out of the Open Pit, and
  - .5 Design both breaches to ensure their long term performances.
- .2 Breach the West Dam;
  - .1 Part of the preferred remedial option to manage the Processed Kimberlite Containment Area (PKCA) Surface Water,
  - .2 The West Dam is a frozen core dam located at the west end of the PKCA,



- 
- .3 Breach the West Dam near the original lake elevation of 514.4 m to allow surface flow out of the containment area while directing water along its original flow path,
  - .4 Design the breach section to ensure long-term integrity of the bypass, and
  - .5 Place armouring material along the channel bottom and side slopes to provide erosion resistance.
- .3 Notch Divider Dyke A;
- .1 Part of the preferred remedial option to manage the Processed Kimberlite Containment Area (PKCA) Surface Water,
  - .2 Divider Dyke A divides the PKCA into two areas and consists of a sand and gravel filter zone supported by a rock-fill superstructure,
  - .3 Notch the Dyke to promote flow between Cells A and B/C at a control elevation of 520 m,
  - .4 Design the section to discourage snow accumulation and to permit vehicle passage to the West Dam,
  - .5 Design the notch and a transition to manage flow across a 5 m drop in elevation from the upstream to downstream sides, and
  - .6 Place armouring material along the channel bottom and side slopes to provide erosion resistance.
- .4 Construct a Cover over Cell A;
- .1 The preferred remedial option for surface stabilization of the PKCA,
  - .2 The Cell A tailings surface is exposed and localized erosion channels are evident at spigot locations,
  - .3 Soft ground conditions will be encountered towards the settling pond upstream of Dyke A,
  - .4 Construct the cover over Cell A to stabilize fine PK deposits and limit the migration of wind-blown tailings, and
  - .5 Design the cover to provide long-term erosion resistance.
- .5 Construct a Non-Hazardous Landfill (NHL);
- .1 For management of non-hazardous materials on-site,
  - .2 Construct a landfill to contain waste material such as wood debris, metal debris, aboveground storage tanks (ASTs), drums, rubber, concrete, plastic and other inert items,
  - .3 The preferred landfill location is west of the main camp pad, on largely bedrock controlled terrain,
  - .4 Design the landfill to have appropriate capacity to contain all the debris identified for the Contractor's bid demolition work – specifically the Main Camp Facility, large ASTs and all non-Truck Shop and non-Process Plant ancillary structures and infrastructures, and
  - .5 Design the landfill cap to be erosion resistant.
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.6 Re-grade the Containment Berms;

- .1 There are six (6) containment berms on site – two (2) Tank Farm berms, Genset day tank (AST#18) berm, Airstrip tanks berm, truck shop tank berm, and Hazardous Waste Transfer Area (HWTa) berm (east + west),
- .2 The containment berms are to be removed, and
- .3 Once the debris, contaminated soils, and liner materials are removed, re-grade the berms to match the surrounding natural terrain.

## Environmental

The environmental work shall manage the most significant environmental hazards at the site. The work includes treating the Petroleum Hydrocarbon impacted soils (PHC soils), reducing the potential exposure of the lead-based paint (LBP), draining/ cleaning/ incinerating the organic liquid waste/ waste oil and consolidating and shipping all other specified hazardous wastes off-site to a licensed disposal facility. Cleaned and purged pipes, tanks and drums (non-hazardous) shall be landfilled on-site.

.1 Treat the PHC Soils;

- .1 PHC soils have been identified in 15 Areas of Potential Environmental Concern (APEC),
- .2 The APEC are described in the ESA (EBA, 2014), volume summary of the PHC soils shown in Table 4.2 of the OA (EBA, 2015) and areas shown in Appendix B of the OA,
- .3 Excavate, load-haul and consolidated the PHC soils to a single location to mitigate potential environmental exposure, i.e. Phase 1 and Phase 2 Tank Farm areas in the Main Camp Area are available for use, and
- .4 Treat the PHC soils on-site using current treatment methods that will be appropriate for the existing and northern site conditions.

.2 Dismantle LBP coated ASTs;

- .1 Blue LBP was identified on nine (9) 62,000-L ASTs,
- .2 Drain remaining fuels/ fluids from the ASTs,
- .3 Decommission the ASTs in accordance with the Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR/2008-197),
- .4 Pressure wash/ clean residual liquids from emptied tanks and piping,
- .5 Remove/ strip LBP along cut-lines to allow cutting and dismantling of the tanks, and
- .6 Cut and dismantle the ASTs, compacting/ consolidating the sections, and leave staged (for future management) on-site at an area approved by the Departmental Representative (DR).

.3 Consolidate and Incinerate Organic Liquid Wastes or remove off-site for disposal;

- .1 Organic liquids waste includes diesel, gasoline, Jet A, Jet B, heating oil, and other organic wastes within drums,
- .2 Mobilized an incinerator(s) to site that will meet applicable emissions controls,
- .3 The criteria used to determine acceptability of product for on-site incineration are summarized in Table 5.2 of the Abandoned Military Site Remediation Protocol (INAC, 2008),



- 
- .4 Develop a process flow diagram to guide testing, characterization and then management of the different types of organic liquid wastes,
  - .5 Collect and consolidate the different organic liquids from the various drums, pipelines, and tanks to a designated on-site Processing Area,
  - .6 Test and characterize the liquids in accordance with the process flow diagram,
  - .7 Decommission the ASTs in accordance with the Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR/2008-197),
  - .8 Pressure wash/ clean residual liquids from emptied drums, tanks and piping,
  - .9 Minimize volume of drums, tanks and piping (i.e. crush, cut, etc.) as needed,
  - .10 Dismantled and landfill cleaned drums, ASTs and piping (non-hazardous) (also referenced under Demolition work),
  - .11 Incinerate all organic liquid wastes that meet applicable regulatory incineration guidelines,
  - .12 Containerize and prepare any liquids, which do not meet applicable regulatory incineration guidelines, for off-site transport, and
  - .13 Demobilize, ship and dispose off-site all hazardous liquid materials at a designated licensed disposal facility.
- 
- .4 Depressurize Gas Cylinders and Fire Extinguishers;
    - .1 Collect and consolidate all compressed gas cylinders and fire extinguishers,
    - .2 If the contents are known and suitable for open-air discharge, empty the contents of the cylinder/ fire extinguishers into the ambient atmosphere,
    - .3 Landfill emptied cylinders and containers (non-hazardous) (also referenced under Demolition work), and
    - .4 If the contents are not known, or should not be discharged; e.g. chlorofluorocarbons (CFCs), ship the cylinders off-site for disposal at a designated licensed facility.
- 
- .5 Remove All Other Hazardous Waste off-site for disposal;
    - .1 'Other hazardous waste' identified at the Jericho Mine Site include refrigerant-containing items, fluorescent lights, batteries, glycol, light ballasts, paint, cement, paraffin wax, and various containers of chemicals that have not yet been characterized,
    - .2 Separate and consolidate hazardous materials from the buildings and debris areas that are to be demolished and cleaned up; materials from Process Plant not included,
    - .3 Haul the materials to a designated on-site processing area,
    - .4 Containerize and prepare the materials for off-site transport, and
    - .5 Demobilize, ship and dispose off-site all hazardous materials at a designated licensed disposal facility.

## Demolition

The demolition shall include demolishing, dismantling and on-site landfilling of all non-hazardous waste materials for all the on-site structures and debris except the Truck Shop and Process Plant. Hazardous materials shall be removed, as per the Environmental work, prior to demolition.



The emulsion plant (and associated structures and debris) is on Inuit Owned Land (IOL) and is not a part of the project scope of work.

As a part of the contract, the Contractor can make use of all available heavy equipment/ materials and tools. The Contractor will also be entitled to salvage any non-hazardous material that makes up part of the contract demolition and debris consolidation work; however and specifically, no building structure/ process equipment salvage from the Truck Shop or Process Plant will be allowed. Following mobilization and inspection of the buildings, the Contractor shall prepare a Salvage Plan outlining the salvage method, intended materials and back haul plans.

The following table presents a summary of the contract demolition work (locations as referenced in the ESA Appendix E – TableE-1: Hazardous and Non-hazardous Materials Inventory Table).

Location	Demolition Work (Remove all Hazardous Materials first)
Airstrip	Leave structures as is, landfill all outer non-hazardous debris
Hazardous Waste Transfer Area	Demolish and landfill all structures and non-haz debris
Core Box Laydown Area	Leave core and core boxes as is
Water Intake Causeway	Demolish and landfill all structures and non-haz debris
North of Laydown Area	Demolish and landfill all structures and non-haz debris
Phase 1 Tank Farm	Demolish and landfill all structures and non-haz debris
Phase 2 Tank Farm	Demolish and landfill all structures and non-haz debris
Laydown Area	Demolish and landfill all structures and non-haz debris
Truck Shop	Remove Hazardous Materials only
Main Camp Facility Area	Demolish and landfill all structures and non-haz debris
PKCA East Dike Tire Berm	Landfill all tires and non-hazardous debris
Process Plant	Leave structures as is, landfill all outer non-haz debris

Further to the above:

- .1 Demolish the Main Camp Facility;
  - .1 Of the three listed 'major site buildings' (the truck shop, camp facility and process plant), the current decommissioning work will include only demolition of the Main Camp Facility,
  - .2 The camp facility is approximately 5,341 m<sup>2</sup>, made up of metal clad trailers, and consisting of 3 sleeping quarter wings, connected recreational facilities, a kitchen and dining area, and an office area,
  - .3 As a part of project implementation, the existing camp is expected to serve as the Remediation Contractor's camp, and a staged demolition is anticipated,



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- .4 Prior to demolishing or dismantling, remove all hazardous materials as described in the Environmental Work,
  - .5 Demolish or dismantle the camp facility,
  - .6 Separate and consolidate the debris, and
  - .7 Haul and landfill all non-hazardous material debris.
- 
- .2 Dismantle and landfill Tanks and debris from the Tank Farm Area;
    - .1 The work includes dismantling the four (4) cleaned, as part of environmental work, 1,500,000 L ASTs and eight (8) 500,000 L ASTs in Tank Farms 1 and 2.
  - .3 Demolish and landfill remaining structures (Process Plant, Truck Shop, Terminal Buildings and Core Shack not included);
    - .1 The emulsion plant is on IOL and is not a part of any project work,
    - .2 The Process Plant, Truck Shop, Terminal Buildings (camp/ genset/ security building) and Core shack are not a part of the demolition scope of work,
    - .3 Landfill debris from the Airstrip Area,
    - .4 Landfill debris from the Hazardous Waste Transfer Area,
    - .5 The remaining on-site areas include – Core box laydown area, Water Intake Causeway Area, North of Laydown Area, Laydown Area and PKCA East Dike Tire berm,
    - .6 Demolish or dismantle all other site structures, including: utilidors, wastewater treatment plant, incinerators, storage sheds, shacks,
    - .7 Separate and consolidate the debris, and
    - .8 Haul and landfill all non-hazardous material debris.
  - .4 Collect and Landfill remaining Non-Hazardous material;
    - .1 The emulsion plant is on IOL and is not a part of any project work,
    - .2 Non-hazardous debris shall include all wood waste as well as all other solid wastes; e.g metal, metal items, sea cans, miscellaneous inert materials, concrete, machinery, vehicles, empty drums, large ASTs and tented tarp shops,
    - .3 Clean unpainted wood may be burnt on-site if approved by local AHJs,
    - .4 Drain and clean any hazardous liquids from the debris materials prior to landfill as per Environmental work,
    - .5 Separate any hazardous solid materials from the non-hazardous debris as per Environmental work,
    - .6 Haul and place all non-hazardous material debris into the landfill,
    - .7 Place debris in compacted lifts,
    - .8 Place intermediate fill as required to fill waste voids,
    - .9 Cap the landfill after completing the on-site disposal, and
    - .10 Grade the cap to promote positive drainage.
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## 1.6 SUPPORTING DOCUMENTS

### 1.6.1 Available Documents

- .1 Environmental Site Assessment, Materials Survey and Geotechnical Evaluation – Jericho Diamond Mine, Nunavut (Tetra Tech EBA, 2014).
- .2 Options Analysis Rev 02 – Jericho Diamond Mine, Nunavut (Tetra Tech EBA, 2015).
- .3 Interim Closure and Reclamation Plan – Jericho Diamond Mine, Nunavut (Tetra Tech EBA, 2011).
- .4 Jericho Project – Mine Reclamation Plan (Tahera Corporation, 2003).

### 1.6.2 Disclaimer

- .1 Reference information will be available in the language in which it is written.

## 1.7 CODES, ACTS, STANDARDS, REGULATIONS & GUIDELINES

### 1.7.1 Codes and Acts

- .1 In addition to all applicable codes and acts, the documents listed below apply to this project:
  - .1 National Building Code (NBC);
  - .2 Canada Labour Code (including latest revisions of all regulations);
  - .3 Canadian Environmental Protection Act (CEPA);
  - .4 Canada Oil and Gas Operations Act;
  - .5 Other applicable codes, acts, standards and regulations;
  - .6 Local and/or municipal codes and bylaws;
    - .1 In the event of a conflict between codes, the more stringent shall take precedence,
  - .7 All work to comply with hazardous location requirements of relevant Codes and Standards.

The latest versions of these codes and acts will apply.

### 1.7.2 Standards, Regulations and Guidelines

- .1 In addition to all applicable standards, regulations and guidelines, the documents listed below apply to this project:
  - .1 Guideline: Used Oil and Waste Fuel (Government of Nunavut [GN], 2012);
  - .2 Guideline: Management of Contaminated Sites (GN, 2014); and



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### .3 Guideline: Waste Lead and Lead Paint (GN, 2014).

The latest versions of these guidelines will apply.



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## 2 PROJECT ADMINISTRATION AND DESIGN SERVICES

### 2.1 ROLES AND RESPONSIBILITIES

#### 2.1.1 Contractor' Design Engineer

- .1 The Contractor's design engineer must be licensed as a professional engineer in Nunavut:
  - .1 Attend meetings, as required, and provide site inspection services.
- .2 The Contractor's design engineer shall ensure that design submissions are provided as outlined in this Scope of Work.

#### 2.1.2 Federal Government

- .1 Federal authorities having jurisdiction over this project are:
  - .1 Public Services and Procurement Canada (PSPC);
  - .1 Contracting authority and project delivery, and
  - .2 For technical and quality assurance.

### 2.2 DESIGN SERVICES

#### 2.2.1 Summary of Services

- .1 For this project, provide:
  - .1 Regulatory Support;
  - .2 Documents for Design and Construction;
  - .3 Site review services including surveys/ site drawings before and during the Construction Phase; and
  - .4 Construction.

#### 2.2.2 Delivery

- .1 Deliver the project utilizing best engineering practices in support of the Client Department's requirements, respecting the approved scope, quality, financial budget and schedule.
- .2 Ensure the application of sound engineering science, life cycle cost effectiveness, general ease of maintenance and best workmanship possible within the approved budget with minimal environmental impact.



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### 2.2.3 Design and Construction Document Phases

- .1 The Contractor will consult with PSPC and the INAC and deliver a comprehensive Preliminary Design Report:
  - .1 Section 01 31 19 of the Technical Specifications outlines requirements for Preliminary Shop Drawings, i.e. Preliminary Design Report.
- .2 The Contractor's Design Engineer shall:
  - .1 Conduct an Analysis of existing conditions and background documentation;
  - .2 Analyse scope, budget, schedule and risk and identify any conflicts;
  - .3 Analyse project requirements and identify any additional work, indicating the impact on project scope, schedule and costs;
  - .4 Visit the project site, analyze site conditions, document any conditions that will impact project delivery and design, and report the results to the Departmental Representative;
  - .5 Review and acknowledge all existing reports and documents relating to this project and compare with actual site conditions;
  - .6 Confirm availability of all necessary pre-design information;
    - .1 Verify that all information is correct and notify Departmental Representative about any missing information, and
  - .7 Identify the applicable codes, regulations and standards.
- .3 Prepare a Final Design Report that addresses the project objectives and resolves the issues outlined in the Scope of Work.



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### 3 REQUIRED CONSTRUCTION SERVICES

The following Technical Specifications were developed for the Project Work.

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Division 01 – General Requirements

<u>Section</u>	<u>Title</u>	<u>No. of Pages</u>
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Division 02 – Existing Site Conditions

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Summary of Work

**Part 1 General**

**1.1 PRECEDENCE**

- .1 Division 1 Sections take precedence over technical specification sections in other Divisions of this specification.

**1.2 BACKGROUND INFORMATION**

- .1 The Jericho Mine was opened in 2006 by Tahera Diamond Corporation (Tahera). The original mine plan was an eight-year extraction of kimberite ore by means of open pit and underground mining. The project was only advanced to partial-development of the open pit when Tahera went through bankruptcy proceedings in 2008. Shear Diamonds Corp. (Shear) took over the Jericho Mine in 2010 and operated the mine under care and maintenance until September 2012 when Shear suspended operations. Indigenous and Northern Affairs Canada (INAC) has been undertaking basic environmental protection of the Jericho Mine since spring 2013 and was understood to have assumed control of the site in January 2014.
  - .1 The Jericho Mine is located partially on Crown land and partially on Inuit-Owned Land (IOL). Contract work only relates to the mine portion on Crown land.
- .2 The site is located approximately 270 km southeast of Kugluktuk, NU, and 30 km north of the Lupin Mine in the Contwoyto-Itchen Region. At 65°59'50"N, 111°28'30"W, the Jericho Mine is approximately 60 km south of the Arctic Circle.
- .3 Access to the site is by air and winter road.
  - .1 A 1.3 km-long gravel airstrip remains in usable condition at the north end of the site.
  - .2 The Tibbitt to Contwoyto Winter Road provides active winter overland access from Yellowknife, NT to the Ekati Diamond Mine; however, the sections to the Lupin Gold Mine and the Jericho Mine have been closed since 2006 and 2008, respectively.
- .4 The existing roads are in fair to good condition. The roads were constructed with waste rock and capped with surfacing material. Potholes and rutting are visible in several locations; however, do not impact the trafficability of the roads.
- .5 The existing camp facilities have started to deteriorate and upkeep work would be required before it would be considered appropriate for housing work crews. The facility is made up of metal clad trailers consisting of sleeping quarters wings connected to recreation facilities, a kitchen and dining area, and an office area on the northwest side.
- .6 The primary Supporting Documents are the Environmental Site Assessment (ESA) and Options Analysis (OA):

## Summary of Work

- .1 Environmental Site Assessment – Materials Survey and Geotechnical Evaluation – Jericho Diamond Mine, Nunavut (Tetra Tech EBA, 2014).
- .2 Options Analysis Rev 02 – Jericho Diamond Mine, Nunavut (Tetra Tech EBA, 2015).

### 1.3 SITE HAZARDS

Site hazards that the Contractor should be aware of include, but are not limited to the following:

- .1 Extreme cold and remote site conditions.
- .2 Physical hazards of dilapidated structures.
- .3 Steep slopes and rugged terrain.
- .4 Wildlife.
- .5 Fuels and lubrication fluids.
- .6 Hazardous materials including lead-based paint, mercury, batteries, compressed gas cylinders, and mould.
- .7 Scattered debris including nails, metal, and broken glass.
- .8 Hydrocarbon contaminated soil.
- .9 Metal impacted soil.

### 1.4 DESCRIPTION OF WORK

Work of this Contract comprises the Site Stabilization activities at the Jericho Mine Site, including, but not limited to, the following:

- .1 Mobilization and demobilization of all personnel, equipment, support facilities and materials required to complete the Work.
- .2 Breaching the C1 Diversion and constructing a Pit Overflow.
- .3 Breaching the West Dam.
- .4 Notching the Divider Dyke A.
- .5 Constructing a cover over Cell A.
- .6 Constructing a non-hazardous landfill (NHL).
- .7 Re-grading the containment berms.
- .8 On-site treatment of petroleum hydrocarbon impacted soils (PHC Soils).
- .9 Dismantling lead-based paint (LBP) coated aboveground storage tanks (ASTs).
- .10 Consolidation and on-site Incineration of organic liquid wastes or removing for off-site disposal.
- .11 Depressurizing gas cylinders and fire extinguishers and landfilling on-site.



#### Summary of Work

- .12 Removing all other hazardous waste from specified work areas for off-site disposal.
- .13 Demolition of the Main Camp Facility.
- .14 Dismantling and landfilling large ASTs from Tank Farm Area.
- .15 Demolition of remaining specified structures (Process Plant, Truck Shop, Terminal Buildings and Core Shack not included).
- .16 Collecting and landfilling remaining non-hazardous materials from the specified work zones across the site.
- .17 Provision of the following site support services:
  - .1 Camp as specified in Section 01 54 00 – Camp Facilities, including operation, maintenance, catering and janitorial service.
  - .2 Provision and maintenance of Departmental Representative's Vehicles, as specified.
  - .3 Safety, fire protection, office and medical services, as specified in Section 01 35 32 – Site Specific Health and Safety Plan.
  - .4 Transportation services for Departmental Representative and Departmental Representative's support staff from Yellowknife, NT to the Jericho Mine Site.
  - .5 Communication services for Contractor and Departmental Representative.
  - .6 Provision of Wildlife Monitors, as specified in Section 01 35 32 – Site Specific Health and Safety Plan.

#### 1.5 DEFINITIONS

- .1 Departmental Representative: Within the context of these Specifications, the term Departmental Representative refers to the person exercising the roles and attributes of Canada under the contract.
- .2 Departmental Representative's Authorized Personnel: Within the context of these Specifications, the term Departmental Representative's Authorized Personnel refers to personnel appointed by Departmental Representative or authorized on site by Departmental Representative. Departmental Representative's Authorized Personnel provide recommendations/technical guidance to Departmental Representative as required, for the enforcement of these specifications.
- .3 Contractor: Contractor procured to undertake the site stabilization Work as is defined, within the context of these specifications, as Contractor.
- .4 The word "provide" means supply and install, operate, submit or any other procedure necessary to complete the work as intended.

#### 1.6 SUBMITTALS

- .1 All submittals in accordance with Section 01 33 00 – Submittal Procedures.

Summary of Work

**1.7 ON-SITE DOCUMENTS**

- .1 Main at job site, one (1) copy of each of the following:
  - .1 Technical Specifications.
  - .2 Requests for clarification and responses.
  - .3 Addenda.
  - .4 Task Authorizations.
  - .5 Change Orders.
  - .6 Revised Shop Drawings
  - .7 Other modifications to Contract.
  - .8 Copy of approved Work Schedule.
  - .9 Manufacturer's installation and applications instructions.
  - .10 Material and Safety Data Sheets.
  - .11 Site Specific Health and Safety Plan including:
    - .1 Spill Contingency Plan.
    - .2 Fire Safety Plan.
    - .3 Emergency Response Plan.
  - .12 Contractor's Work Plan including:
    - .1 Earthworks construction/ deconstruction Plan.
    - .2 Environmental Work Plan (Management, mitigation and disposal).
    - .3 Demolition Plan.
  - .13 Waste Management Plan.
  - .14 Up-to-date record drawings.
  - .15 Land Use Permit.
  - .16 Inuit Owned Land Exemption Certificate.
  - .17 Water License.
  - .18 Quarry Permit.
  - .19 Burn Permit.
  - .20 Labour conditions and wage Schedules.
  - .21 Site Medic credentials.
  - .22 Kitchen permit and Food Handler Certification.
  - .23 All applicable Territorial permits and licenses.
  - .24 All applicable Federal permits and licenses.
  - .25 Workers' Safety & Compensation Commission (WSCC) Notification of Project.
  - .26 Letter of Good Standing with WSCC.

Summary of Work

**1.8 WORK SCHEDULE**

- .1 Provide and maintain Work Schedule in accordance with instructions of Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.
- .2 Keep the Departmental Representative advised of planned Work activities in accordance with the instructions of Section 01 33 00 – Submittal Procedures.

**1.9 CONTRACTOR USE OF SITE**

- .1 Contractor use of site is restricted to the terms and conditions of the issued permits, and all applicable guidelines and regulations.
- .2 Coordinate use of premises under direction of Departmental Representative.
- .3 Do not unreasonably encumber sites with materials or equipment.
- .4 Construct Work to avoid activities on Inuit Owned Land (IOL).
- .5 Use of the site will comply with the environmental requirements of Section 01 35 43 – Environmental Procedures.
- .6 Commencement of demobilization will not occur without completion of Final Inspection and approval by Departmental Representative.

**1.10 EXAMINATION OF SITE**

- .1 Commencement of mobilization constitutes acceptance of existing conditions, and verification of dimensions.

**1.11 PERMITS AND LICENSES**

- .1 Land Use Permit, Water Use License and Quarry Permits obtained by INAC.
- .2 All restrictions and requirements of applicable Land Use Permit, Water Use License and Quarry Permit apply to the Contractor.
- .3 Be responsible for obtaining and paying for all permits, licenses and approvals associated with the development and operation of a construction camp.
- .4 Register, obtain and pay for all required licenses and permits for individual tradesmen employed for Work as referenced in the various Sections of the Contract Specifications.
- .5 Obtain and pay for any other licenses or permits required to perform the activities required on site, i.e. burn permit, etc.
- .6 Provide supplemental information to the regulators for any necessary license amendments or reporting requirements.
- .7 Pay all costs associated with complying with the requirements for the permits and licenses noted in the above clauses.

Summary of Work

**1.12 SITE SUPERVISION**

- .1 Designate Contractors' Site Superintendent to be on site at all times during construction, to have full authority to make decisions for the Contractor, to be knowledgeable of the requirements of the contract, and to act upon Departmental Representative's instructions.
- .2 Notify Departmental Representative at least two (2) weeks in advance of any Site Superintendent change and provide updated chain-of-command.

**1.13 WORKER ORIENTATION SEMINAR**

- .1 Develop, prior to the start of Work, course material for a Worker Orientation Seminar. The outline of this seminar will be approved by Departmental Representative and is intended to describe the remediation activities at the site, and provide instruction for the applicable health, safety, and environmental policies and regulations as related to the site Work activities. Course material will be prepared and presented in the English language and the local dialect.
- .2 Submit an electronic copy of the Worker Orientation Seminar course material to Departmental Representative for review at least thirty (30) days prior to the seminar. Include information describing the facility to be used for conducting the seminars.
- .3 The Orientation Course will address, but is not necessarily limited to, the following topics:
  - .1 Project Communication;
    - .1 Roles of Departmental Representative and Departmental Representative's authorized representatives.
    - .2 Roles of Contractor and Contractor's authorized representatives.
    - .3 Lines of Project communication.
  - .2 Site Stabilization Activities (Scope of Work);
    - .1 Earthworks.
    - .2 Environment Works.
    - .3 Demolition Works.
  - .3 Regional Overview of the site;
    - .1 Land use of area (hunting, fishing activities, etc.).
    - .2 Location of site relative to communities.
    - .3 Climate.
    - .4 Geology and hydrology.
    - .5 Flora and fauna.
  - .4 Project Organization/ Schedule/ Administration;
    - .1 Personnel policies.
    - .2 Supervisory reporting relationships.

Summary of Work

- .3 Communication.
  - .4 Payroll and banking procedures.
  - .5 Work Schedules and hours.
  - .6 Camp rules.
- .5 Environmental Issues and Protection Procedures;
  - .1 Climate.
  - .2 Land use.
  - .3 Water resources/fisheries.
  - .4 Terrestrial resources.
  - .5 Heritage resources.
  - .6 Spill contingency plans/ procedures.
  - .7 Training activities
- .6 General Site Specific Health and Safety;
  - .1 Team Work.
  - .2 Work attitudes/ productivity.
  - .3 Anti-Harassment Policy.
  - .4 Work Place Violence Policy.
  - .5 First aid procedures.
  - .6 Protective equipment and clothing.
  - .7 Safe operation of equipment and tools.
  - .8 WHMIS requirements.
  - .9 Wildlife awareness.
- .7 Work Specific Task Requirements;
  - .1 Contaminated soil cleanup.
  - .2 Demolition and material disposal.
  - .3 Transportation of Dangerous Goods (TDG).
  - .4 Permafrost protection.
  - .5 Environmental mitigation procedures.
  - .6 Emergency spill response training.
  - .7 Barrel collection and disposal/ containerization.
- .4 Prior to the start of Work, conduct Worker Orientation Seminars for all supervisors, foremen, Contractor's general Workforce, Departmental Representative and Departmental Representative's Authorized Personnel staff based on the course material approved by Departmental Representative.
- .5 Provide a training seminar for supervisors, foremen, Departmental Representative, Departmental Representative's on-site support staff, visitors and Contractor's general work force. Each person on site will attend one of the seminars. Require each attendee

### Summary of Work

to sign a record of attendance upon completion of the seminar. Retain, for Departmental Representative's review at any time, this record of attendance.

#### **1.14 MEASUREMENT OF PAYMENT**

- .1 Work under this contract will be paid for as follows:
  - .1 Lump sum pay items will be paid at the lump sum price tendered for each lump sum item listed in the Basis of Payment Form.
  - .2 Unit price items will be paid at the unit price tendered for each unit price item listed in the Basis of Payment Form.
  - .3 Miscellaneous Project costs will be paid at the lump sum price tendered for "Balance of Project Costs" (BOPC) on the Basis of Pricing Form.
- .2 Lump sum pay items and Unit price items will be paid under the Basis of Pricing which will form the Basis of Payment Schedule of the proposed contract. All other items, whether specifically defined in the specific sections of the Specifications or not, will be paid under Item BOPC-1, Balance of Project Costs, in the Basis of Payment Schedule.
- .3 Direct costs include all costs directly attributable to a particular pay item including equipment, operators, materials, equipment maintenance and depreciation, etc. All direct costs for lump sum and unit price items are to be included in the appropriate price item in the Basis of Payment Schedule.
- .4 Indirect costs include all costs not directly attributable to the pay items including profit, supervision, overhead, administration, CGL Insurance, WCB, allowance for equipment maintenance and depreciation repairs, and any other relevant costs. All indirect costs associated with specific lump sum or unit price items will be included in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule.
- .5 Include costs of any statement of or requirement for Work, goods or services required in this section that are not covered by appropriate payment clauses in other sections in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule.
- .6 Notify Departmental Representative of planned Work activities in accordance with requirements of Section 01 33 00 – Submittal Procedures, and at least two (2) days in advance of operations to permit required measurements for payment.
- .7 All costs for the Contractor's Engineering Administration and Design, including responsibilities and work outlined in Section 2 of the Terms of Reference, are to be included in the lump sum price for item BOPC-2, as indicated in the Basis of Payment Schedule.
- .8 All costs for the preparation of the Worker Orientation Seminar Material and for conducting the seminars, including the preparation of meeting room facilities as required, are to be included in the lump sum price for Worker Orientation Seminar, Item 01 11 00-1, as indicated in the Basis of Payment Schedule.
- .9 The lump sum price payment for the Worker Orientation Seminar will be made in two progress instalments as follows:

Summary of Work

- .1 Sixty percent of the unit price payment for the Worker Orientation Seminar will be paid upon completion by Contractor and review by Departmental Representative of the Worker Orientation Seminar course material, and upon conducting the seminar prior to the start of Work.
- .2 Forty percent of the unit price payment for the Worker Orientation Seminar will be paid upon demonstration by Contractor to Departmental Representative that all of Contractor's Workforce have attended the seminar at the start of each subsequent construction season. The Worker Orientation Seminar will be paid under Item 01 11 00-1.
- .10 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

Payment Procedures for  
Testing Laboratory Services

**Part 1 General**

**1.1 General**

- .1 Particular requirements for inspection and testing to be carried out by testing laboratory designated by Departmental Representative are specified under various sections.
- .2 Provide and pay for all transportation and analyses required for all Contractor's samples to an accredited laboratory to meet the requirements specified.

**1.2 SUBMITTALS**

- .1 All submittals in accordance with Section 01 33 00 – Submittal Procedures.

**1.3 APPOINTMENT AND PAYMENT**

- .1 Departmental Representative will appoint and pay for services of testing laboratory required for the following:
  - .1 Confirmatory testing as described in this Section.
  - .2 Testing for the classification of hazardous contaminated soil for licensed disposal facility acceptance requirements.
  - .3 Testing associated with the characterization of barrel contents for the purpose of determining incineration requirements.
  - .4 Compaction and gradation testing.
  - .5 Testing associated with the identification and characterization of hazardous waste materials.
  - .6 Testing required for quality assurance.
- .2 Appoint and pay for testing services for quality control of Contractor's own Work including the following:
  - .1 Inspection and testing required by laws, ordinances, rules, regulations or orders of public authorities.
  - .2 Inspection and testing performed exclusively for Contractor's convenience.
  - .3 Testing of potable water.
  - .4 Testing of hazardous waste materials in accordance with all appropriate regulations for packaging, transport and off-site disposal.
  - .5 Testing of solvent rinsate used during cleaning of barrels.
  - .6 Testing to determine the disposal requirements of oil-absorbent material used as a filter for liquid wastes resulting from equipment decontamination, fuel tank/pipeline cleaning and barrel processing operations.
  - .7 Testing of water resulting from all dewatering operations.



Payment Procedures for  
Testing Laboratory Services

- .8 Testing of explosive vapour concentrations associated with degassing of tanks.
- .9 Testing of sewage effluent as indicated in Section 01 54 00 – Camp Facilities or as directed by Departmental Representative.
- .10 Testing of wash water resulting from all cleaning activities, including barrel washing and equipment decontamination.
- .11 Tests specified to be carried out by Contractor under the supervision of Departmental Representative.
- .12 All tests required by Contractor to ensure conformance and quality control of Contractor's Work.
- .13 Inspection and testing required by the conditions of permits issued for the Work.
- .3 Where tests or inspections by designated testing laboratory reveal Work not in accordance with contract requirements, pay costs for additional tests or inspections as required by Departmental Representative to verify acceptability of corrected Work.
- .4 The analytical testing laboratory designated by Contractor to carry out off-site tests, to be approved by Departmental Representative and certified by the Canadian Association for Environmental Analytical Laboratories (CAEAL) for the specific tests required and in advance of analytical testing. Submit copies of the laboratory's CAEAL certification to Departmental Representative upon request.

**1.4 CONTRACTOR'S RESPONSIBILITIES**

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

Payment Procedures for  
Testing Laboratory Services

**1.5 CONFIRMATORY TESTING**

- .1 Confirmatory testing will be carried out on contaminated soil areas by Departmental Representative's testing laboratory as follows:
  - .1 The actual location, frequency and method of testing will be determined by Departmental Representative.
  - .2 Soil sampling will be carried out by Departmental Representative within the perimeter of each contaminated soil excavation and at depth within the completed excavation area, immediately upon completion of excavation.
- .2 If required, classification testing will be carried out at waste material processing areas to classify and delineate contaminated soil and other materials.
- .3 It is anticipated that test results will be available within approximately fourteen (14) calendar days from the date that samples are transported from the site for laboratory analysis. Deliver Departmental Representative's samples to Departmental Representative's designated testing laboratory in Yellowknife within two (2) days maximum from site departure from the Jericho Mine Site.
- .4 Be responsible for all costs associated with the packaging, preservation, handling and transport of Departmental Representative's samples from the site to Departmental Representative's designated testing laboratory in Yellowknife. It is critically important that Contractor ensures that the samples are expeditiously delivered from the site and transferred to commercial air service. Where cargo transfers are required from charter to commercial air service, provide personnel at transfer locations to facilitate timely transfers.
- .5 Assume all responsibility for samples damaged during transport including all costs for resampling, shipping, analysis and any resulting delays.

**1.6 MEASUREMENT OF PAYMENT**

- .1 Work under this section will not be measured. Include all costs, including the provision of packaging, handling and off-site transport of Departmental Representative's samples to Yellowknife and the Contractor's Testing Requirements in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate cost of the Work of this section as a separate line item in the Contract Work Breakdown Structure (CWBS) specified in Section 01 32 18 Construction Progress Schedules – Bar (GANTT). All submittals in accordance with Section 01 33 00 – Submittal Procedures.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

Payment Procedures for  
Testing Laboratory Services

**Part 3            Execution**

**3.1                NOT USED**

.1            Not used.

**END OF SECTION**

Project Meetings

**Part 1 General**

**1.1 DEFINITIONS**

- .1 Community Meeting: meeting to be held prior to the commencement of each field season and after the final construction season in English and Inuktitut with Departmental Representative, Indigenous and Northern Affairs Canada (INAC), local leaders, officials, authorities and public.
- .2 Construction Meeting: meeting to be held on-site at approximately weekly intervals during the construction season and to include the Contractor and Departmental Representative.
- .3 Monthly Meeting: meeting to be held on-site at approximately monthly intervals during the construction season and to include the Contractor and representatives from INAC and Public Services and Procurement Canada (PSPC).
- .4 Pre-Construction Meeting: meeting to be held prior to Contractor Mobilization at location of Contractor's choice and to include the Contractor and representatives from INAC and PSPC.
- .5 Project Start-Up Teleconference: conference call to be held within ten (10) days after Contract Award and to include the Contractor and representatives from INAC and PSPC.
- .6 End of Season Meeting: meeting to be held at the end of the construction seasons at location of Contractor's choice and to include the Contractor and Departmental Representatives from INAC and PSPC.
- .7 Tailgate Meeting: daily work plan and safety meeting to be held on-site during the construction season and to include Contractor and all construction staff.

**1.2 ADMINISTRATIVE**

- .1 Responsibilities of Departmental Representative:
  - .1 Schedule and administer Project meetings throughout the progress of the Work at the call of Departmental Representative.
  - .2 Prepare agenda for meetings unless otherwise specified.
  - .3 Distribute written notice of each meeting five (5) days in advance of meeting date to Departmental Representative.
  - .4 Preside at meetings unless otherwise specified.
  - .5 Record the meeting minutes unless otherwise specified. Include significant proceedings and decisions. Identify actions by parties.
- .2 Responsibilities of Contractor:
  - .1 Provide physical space and make arrangements for meetings.

Project Meetings

- .2 Representative of Contractor, Sub-Contractor and suppliers attending meetings will be qualified and authorized to act on behalf of party each represents.

**1.3 PROJECT START-UP TELECONFERENCE MEETING**

- .1 Within ten (10) days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities. The meeting will be a teleconference between all parties in attendance.
- .2 Departmental Representative, Contractor, INAC, major Sub-Contractors, field inspectors and supervisors will be in attendance.
- .3 Establish time and location of meeting and notify parties concerned minimum five (5) days before meeting.
- .4 Departmental Representative will chair the meeting and take minutes. Meeting will be informal and agenda to include the following:
  - .1 Appointment of official representative of participants in the Work.
  - .2 Preliminary Schedule of Work.
  - .3 Preliminary Schedule of submission of Work Plan and Cost Breakdown and other submissions.
  - .4 Preliminary requirements for temporary facilities, site security, camp facilities, equipment and proposed methods of mobilization and demobilization.
  - .5 Set-up of Pre-Construction Meeting.

**1.4 PRE-CONSTRUCTION MEETING**

- .1 As per Project Start-up Teleconference Meeting, request a meeting, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.
- .2 Departmental Representative, Contractor, INAC, major Sub-Contractors, field inspectors and supervisors will be in attendance.
- .3 Establish time and location of meeting and notify parties concerned minimum five (5) days before meeting.
- .4 Incorporate mutually agreed variations to Contract Documents into Agreement, prior to signing.
- .5 Agenda to include:
  - .1 Schedule of Work: in accordance with Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.
  - .2 Schedule of submission of shop drawings, samples, etc. Submit submittals in accordance with Section 01 33 00 – Submittal Procedures.
  - .3 Schedule of submission in accordance with Section 01 33 00 – Submittal Procedures including but not limited to:

Project Meetings

- .1 Site Specific Health and Safety Plan, Emergency Response Plan, Spill Contingency Plan, and Wildlife Management Plan.
- .2 Insurances and transcripts.
- .3 Equipment to be used by Contractor.
- .4 Proposed camp facilities in accordance with Section 01 54 00 – Camp Facilities.
- .5 Location of equipment and proposed methods for mobilization and demobilization.
- .4 Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences in accordance with Section 01 52 00 – Construction Facilities.
- .5 Delivery Schedule of specified equipment.
- .6 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements.
- .7 Departmental Representative provided products.
- .8 Record drawings in accordance with Section 01 33 00 – Submittal Procedures.
- .9 Take-over procedures, acceptance, warranties in accordance with Section 01 78 00 – Closeout Submittals.
- .10 Monthly progress claims, administrative procedures, and hold backs.
- .11 Appointment of inspection and testing agencies or firms.
- .12 Regulatory Issues.
- .13 Aboriginal involvement and reporting.
- .14 Project photographs requirements.

**1.5 COMMUNITY MEETINGS**

- .1 Prior to the commencement of work and after each construction season is completed, arrange meetings with Departmental Representative, INAC, local leaders, officials, authorities and public in Kugluktuk, NU. Be prepared to discuss local hiring practices and any other items of operations which may impact upon the local communities. Minutes will be taken by Departmental Representative.
- .2 Contractor is responsible for advertising the community meeting at least seven (7) days in advance of the meeting. The meeting must be advertised in the local paper, on local radio, and posted within the town office, arena and community centre (if applicable). Postings and radio advertisements are to be pre-approved by INAC and the Departmental Representative. Proof of advertising and postings must be presented to the Departmental Representative.
- .3 Conduct presentations via computer and projector using “Power Point” software. Provide wording in English and simultaneous translation to the local dialect during the presentation. Submit presentations to Departmental Representative for review a minimum of fourteen (14) days prior to each community meeting.

Project Meetings

- .4 Provide and pay for the following associated with these meetings:

- .1 Meeting facility rental.
- .2 Coffee, tea, pastries, cookies, etc.
- .3 Translator costs.
- .4 All associated advertising costs.

**1.6 DAILY TAILGATE MEETINGS**

- .1 Contractor to preside over daily tailgate meetings with all construction staff and document minutes with daily reporting requirements.
- .2 The meetings are to review the work plan for the day and relevant morning safety topics as well as task-specific work-safe practices.

**1.7 CONSTRUCTION MEETINGS**

- .1 During course of Work and weeks prior to Project completion, Departmental Representative will schedule progress meetings weekly.
- .2 Contractor, major Sub-Contractors involved in Work and Departmental Representative are to be in attendance.
- .3 Departmental Representative will record minutes of meetings and circulate to attending parties and affected parties not in attendance shortly after meeting.
- .4 Agenda to include the following:
  - .1 Review, approval of minutes of previous meeting.
  - .2 Review of Work progress since previous meeting.
  - .3 Field observations, problems, conflicts.
  - .4 Problems which impede construction Schedule.
  - .5 Review of off-site fabrication delivery Schedules.
  - .6 Project Schedule review, identifying activities that are behind Schedule and providing measures to regain slippage.
  - .7 Corrective measures and procedures to regain Projected Schedule.
  - .8 Revision to construction Schedule.
  - .9 Progress Schedule, during succeeding Work period.
  - .10 Review submittal Schedules: expedite as required.
  - .11 Maintenance of quality standards.
  - .12 Review proposed changes for effect on construction Schedule and on completion date.
  - .13 Health, Safety and Security issues.
  - .14 Correspondence from Authorities Having Jurisdiction (AHJ) or expected visits from AHJ.

Project Meetings

- .15 Camp requirements
- .16 Other business.

**1.8 MONTHLY PROGRESS MEETINGS**

- .1 Department Representative will schedule Monthly Progress Meetings to be held on-site.
- .2 Departmental Representative, Contractor, INAC, major Sub-Contractors and supervisors will be in attendance.
- .3 Departmental Representative will notify parties five (5) days prior to meetings.
- .4 Departmental Representative will record minutes of meetings and circulate to attending parties and affected parties not in attendance shortly after meeting.
- .5 Agenda may include the following:
  - .1 Summary of the previous month's site activities.
  - .2 Comparison of progress achieved with the Project Schedule.
  - .3 Schedules and action Contractor plans to take to get back on Schedule, if required.
  - .4 Confirmation of quantities.
  - .5 Health, safety and security issues.
  - .6 Summary of interactions with AHJ.
  - .7 Work plan for the following month.
  - .8 Camp requirements.
  - .9 Other business.

**1.9 END OF SEASON MEETING**

- .1 Request a meeting of parties in contract to discuss the previous construction season and resolve issues arising from same.
- .2 Departmental Representative, Contractor, INAC, major Sub-Contractors, field inspectors and supervisors will be in attendance.
- .3 Establish time and location of meeting and notify parties concerned minimum ten (10) days before meeting.
- .4 Departmental Representative will preside.
- .5 Agenda may include:
  - .1 Summary of the previous season's site activities.
  - .2 Comparison of progress achieved with the Project Schedule.
  - .3 Confirmation of quantities.
  - .4 Health, safety and security issues.
  - .5 Summary of interactions with AHJ.



Project Meetings

- .6 Departmental Representative will record minutes of meetings and circulate to attending parties and affected parties not in attendance within seven (7) days after meeting.

**1.10 SUBMITTALS**

- .1 Submit Preliminary Construction Schedule to Departmental Representative within seven (7) working days of Contract Award.
- .2 Submit thirty (30) days after Contract Award, shop drawings, including preliminary design, product data and samples in accordance with 01 33 00 – Submittal Procedures for review for compliance with Contract Documents; for field dimensions and clearances, for relation to available space, and for relation to Work of other contracts. After review, revise and resubmit for transmittal to Departmental Representative.
- .3 Submit community meeting presentation seven (7) days prior to the meeting.
- .4 Submit requests for payment for review, and for transmittal to Departmental Representative.
- .5 Submit requests for interpretation of Contract Documents, and obtain instructions through Departmental Representative.
- .6 Submit and process substitutions through Departmental Representative.
- .7 Submit and process task authorizations and change orders through Departmental Representative.
- .8 Deliver closeout submittals for review to Departmental Representative.
- .9 Provide submittals to the Departmental Representative for review. Include submittals as noted in Table 01 33 00-1 in Section 01 33 00 – Submittal Procedures.

**1.11 MEASUREMENT OF PAYMENT**

- .1 All direct costs for Pre-construction Meeting, facilitation of Monthly Progress Meetings and End of Season Meeting are to be included in the lump sum price, Item 01 31 19-1, Project Meetings as indicated in Basis of Payment Schedule.
- .2 Include all direct costs for the Community Meetings in the lump sum price for Item 01 31 19-2, Community Meetings as indicated in the Basis of Payment Schedule.
- .3 The provision of return transportation from Contractor's charter base to the Jericho Mine Site of Departmental Representative's personnel during the Monthly Meetings are to be included in the lump sum price, Item 01 54 00-1, Operation and Maintenance of Camp Facilities as indicated in the Basis of Payment Schedule.
- .4 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

Project Meetings

<b>Part 2</b>	<b>Products</b>
<b>2.1</b>	<b>NOT USED</b>
.1	Not used.

<b>Part 3</b>	<b>Execution</b>
<b>3.1</b>	<b>NOT USED</b>
.1	Not used.

END OF SECTION

Construction Progress  
Schedules – Bar (GANTT)

**Part 1 General**

**1.1 DEFINITIONS**

- .1 Activity: element of Work performed during course of Project. Activity normally has expected duration, and expected cost and expected resource requirements. Activities can be subdivided into tasks.
- .2 Bar Chart (GANTT Chart): graphic display of Schedule-related information. In typical bar chart, activities or other Project elements are listed down left side of chart, dates are shown across top, and activity durations are shown as date-placed horizontal bars. Generally Bar Chart should be derived from commercially available computerized Project management system.
- .3 Baseline: original approved plan (for Project, Work package, or activity), plus or minus approved scope changes.
- .4 Construction Work Week: Monday to Sunday, inclusive, will provide seven (7) days Work week and define Schedule calendar working days as part of Bar (GANTT) Chart submission.
- .5 Duration: number of Work periods (not including holidays or other nonworking periods) required to complete activity or other Project element. Usually expressed as workdays or workweeks.
- .6 Milestone: significant event in Project, usually completion of major deliverable.
- .7 Project Schedule: planned dates for performing activities and the planned dates for meeting milestones. Dynamic, detailed record of tasks or activities that must be accomplished to satisfy Project objectives. Monitoring and control process involves using Project Schedule in executing and controlling activities and is used as basis for decision making throughout Project life cycle.

**1.2 REQUIREMENTS**

- .1 Ensure detailed Schedule is practical and remain within specified Contract duration.
- .2 Plan to complete Work in accordance with prescribed milestones and time frame.
- .3 Provide and maintain a work schedule showing anticipated progress stages and final completion of work within time period required by Contract.
- .4 Ensure that it is understood that Award of Contract or time of beginning, rate of progress, Interim Certificate and Final Certificate as defined times of completion are of essence of this contract.
- .5 Prepare the schedule using critical path analysis techniques, showing resource loading. Identify tasks that lie on the critical path. Show total float for all activities.

Construction Progress  
Schedules – Bar (GANTT)

**1.3 SUBMITTALS**

- .1 Provide submittals in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Submit Project Schedule to Departmental Representative within five (5) working days of receipt of acceptance.

**1.4 PROJECT SCHEDULE**

- .1 Develop detailed Project Schedule.
- .2 Ensure detailed Project Schedule includes as minimum milestone and activity types as follows:
  - .1 Award.
  - .2 Shop Drawings, Samples.
  - .3 Permits.
  - .4 Mobilization.
  - .5 Camp Setup.
  - .6 Earthworks.
  - .7 Environmental Work.
  - .8 Demolition Work.
  - .9 Demobilization.
  - .10 Closeout Submittals.
  - .11 Final Certificate of Completion
- .3 Submit preliminary construction progress Schedule in accordance with Section 01 33 00 – Submittal Procedures to Departmental Representative coordinated with Departmental Representative's Project Schedule.
- .4 After review, revise and resubmit Schedule to comply with revised Project Schedule.
- .5 During progress of Work revise, update and resubmit the Project Schedule as directed by Departmental Representative. Provide the Revised Project Schedule a minimum of three (3) days prior to scheduled monthly meetings, or as directed by Departmental Representative.

**1.5 PROJECT SCHEDULE REPORTING**

- .1 Update Project Schedule on monthly basis reflecting activity changes and completions, as well as activities in progress.
- .2 Include as part of Project Schedule, narrative report identifying Work status to date, comparing current progress to baseline, presenting current forecasts, defining problem areas, anticipated delays and impact with possible mitigation.

Construction Progress  
Schedules – Bar (GANTT)

**1.6 PROJECT MEETINGS**

- .1 Discuss Project Schedule at regular site meetings, identify activities that are behind Schedule and provide measures to regain slippage. Activities considered behind Schedule are those with projected start or completion dates later than current approved dates shown on baseline Schedule.
- .2 Weather related delays with their remedial measures will be discussed and negotiated.

**1.7 COST AND QUANTITY CONTROL**

- .1 Provide a Contract Work Breakdown Structure (CWBS) based on Contractor's Cost Breakdown and any modifications requested by Departmental Representative as follows:
  - .1 CWBS to be an organization of the Work to be performed, services to be provided and data to be submitted by Contractor, as well as payments to be made to Contractor under the terms of the Contract.
  - .2 The CWBS to clearly define the Work elements of each item of the CWBS.
  - .3 The CWBS to include a breakdown of pay items included under Item BOPC -1, Balance of Project Costs in the Basis of Payment Schedule. All lump sum and unit price pay items included in the Basis of Payment Schedule to also be included in the CWBS.
  - .4 Prepare the CWBS in computerized spreadsheet format compatible with the most recent release of Microsoft Excel software. Provide CWBS in hard copy format.
  - .5 Submit the CWBS within thirty (30) days following contract award date.
- .2 Equipment and Material Control:
  - .1 Record data on status of construction material and equipment and report upon Departmental Representative's request.
- .3 Manpower Performance Measures:
  - .1 Record and report manpower listing for each company employed under this Contract, including Sub-Contractors, detailing daily man-hours during the current month and cumulative total to date and report upon Departmental Representative's request.
  - .2 Provide statistical reporting.
  - .3 Provide statistics related to lost time accidents upon Departmental Representative's request.

**1.8 MEASUREMENT OF PAYMENT**

- .1 Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a

Construction Progress  
Schedules – Bar (GANTT)

separate line item in the cost breakdown specified in Section 01 32 18 – Construction  
Progress Schedules – Bar (GANTT) Chart.

<b>Part 2</b>	<b>Products</b>
<b>2.1</b>	<b>NOT USED</b>
.1	Not used.
<b>Part 3</b>	<b>Execution</b>
<b>3.1</b>	<b>NOT USED</b>
.1	Not used.

END OF SECTION

Submittal Procedures

**Part 1 General**

**1.1 DEFINITION**

- .1 The term "shop drawings" means design submissions, drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work. These include, but not limited to:
- .1 Preliminary and final design submissions.

**1.2 ADMINISTRATIVE**

- .1 Submit to Departmental Representative submittals listed for review. Submittal list is bound into specification section and is for information only. Submit with reasonable promptness and in orderly sequence so as to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2 Work affected by submittal is not to proceed until review is complete.
- .3 Present shop drawings and product data, in SI Metric units.
- .4 Where items or information is not produced in SI Metric units converted values are acceptable.
- .5 Review submittals prior to submission to Departmental Representative. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific Project will be returned without being examined and will be considered rejected.
- .6 Notify Departmental Representative, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .7 Contractor's responsibility for errors and omissions in submission is not relieved by Departmental Representative's review of submittals.
- .8 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Departmental Representative review.
- .9 Keep one (1) reviewed copy of each submission on site.

**1.3 SHOP DRAWINGS SUBMISSION**

- .1 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under

Submittal Procedures

which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

- .2 Submit Shop Drawings according to requirements and schedule of individual submittals identified throughout these specifications and in Table 01 33 00-1. Shop Drawings to bear stamp and signature of qualified Professional Engineer registered or licensed in Nunavut where specified.
- .3 Submit Preliminary Shop Drawings and Final Shop Drawings according to individual submittal schedule in Table 01 33 00-1.
- .4 Allow seven (7) days for Departmental Representative's review of each submission.
- .5 Adjustments made on shop drawings by Departmental Representative are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Departmental Representative prior to proceeding with Work.
- .6 Make changes in shop drawings as Departmental Representative may require, consistent with Contract Documents. When resubmitting, notify Departmental Representative in writing of any revisions other than those requested.
- .7 Verify in shop drawings:
  - .1 Field measurements.
  - .2 Field construction criteria.
  - .3 Catalogue numbers and similar data.
- .8 Accompany submissions with transmittal letter, in duplicate, containing:
  - .1 Date.
  - .2 Project title and number.
  - .3 Contractor's name and address.
  - .4 Identification and quantity of each shop drawing, product data and sample.
  - .5 Other pertinent data.
- .9 Submissions to include:
  - .1 Date and revision dates.
  - .2 Project title and number.
  - .3 Name and address of:
    - .1 Sub-Contractor.
    - .2 Supplier.
    - .3 Manufacturer.
- .10 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- .11 Details of appropriate portions of Work as applicable:



Submittal Procedures

- .1 Fabrication.
- .2 Layout, showing dimensions, including identified field dimensions, and clearances.
- .3 Setting or erection details.
- .4 Capacities.
- .5 Performance characteristics.
- .6 Standards.
- .7 Operating weight.
- .8 Single line and schematic diagrams.
- .9 Relationship to adjacent Work.
- .12 After Departmental Representative's review, distribute copies.
- .13 Submit three (3) prints and an electronic copy of shop drawings for each requirement requested in specification Sections and as Departmental Representative may reasonably request.
- .14 Delete information not applicable to Project.
- .15 Supplement standard information to provide details applicable to Project.
- .16 If upon review by Departmental Representative, no errors or omissions are discovered or if only minor corrections are made, two (2) copies will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.
- .17 The review of shop drawings by Departmental Representative is for sole purpose of ascertaining conformance with general concept.
  - .1 This review does not mean that Departmental Representative approves detail design inherent in shop drawings, responsibility for which remains with Contractor submitting same, and such review does not relieve Contractor of responsibility for errors or omissions in shop drawings or of responsibility for meeting all requirements of construction and Contract Documents.
  - .2 Without restricting generality of foregoing, Contractor is responsible for dimensions to be confirmed and correlated at job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for co-ordination of Work of all sub-trades.

**1.4 SAMPLES**

- .1 Submit for review samples in triplicate as requested in respective specification Sections. Label samples with origin and intended use.
- .2 Deliver samples prepaid to Departmental Representative's business address site office.

Submittal Procedures

- .3 Notify Departmental Representative in writing, at time of submission of deviations in samples from requirements of Contract Documents.
- .4 Adjustments made on samples by Departmental Representative are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Departmental Representative prior to proceeding with Work.
- .5 Make changes in samples which Departmental Representative may require, consistent with Contract Documents.
- .6 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

**1.5 MEASUREMENT OF PAYMENT**

- .1 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

Submittal Procedures

**Table 01 33 00-1: Contractor Submittal Schedule**

Specification Section	Description	Date
01 11 00	Worker Orientation Course Seminar Information	30 days prior to seminar
01 31 19	Preliminary Construction Schedule	7 days after Contract Award
01 31 19	Preliminary Shop Drawings	30 days after Contract Award
01 31 19	Community Meeting Presentation	7 days prior to meeting
01 32 18	Project Schedule	5 days after acceptance of Preliminary Construction Schedule
01 32 18	Progress Reports	Monthly with progress statement
01 32 18	Contractor Work Breakdown Structure (CWBS) – Cash flow projections	30 days after Contract Award
01 32 18	Monthly Statistical Reporting	Monthly with progress statement
01 32 18	INAC quarterly reporting requirements	Monthly with progress statement
01 33 00	Final Shop Drawings	30 days prior to mobilization
01 35 32	Site Specific Health and Safety Plan, which includes; <ul style="list-style-type: none"> <li>• Emergency Response Plan,</li> <li>• Spill Contingency Plan, and</li> <li>• Wildlife Management Plan</li> </ul> among other sections and also includes <ul style="list-style-type: none"> <li>• Inventory of Contractor's on-site health, safety, and medical equip. and supplies</li> </ul>	30 days after Contract Award (inventory after mobilization)
01 35 32	Report Accidents	Verbal report immediately, followed by written report in 24 hours
01 35 43	Details of Sewage / Disposal System	60 days after Contract Award
01 35 43	Erosion, Sediment and Drainage Control Plan	Prior to commencing Work
01 53 00	Mobilization and Demobilization Plan	30 days after Contract Award
01 54 00	Camp Update/ Maintenance Plan	30 days after Contract Award
01 54 00	Potable Water test results	Before opening camp
01 54 00	Camp effluent test results	Prior to discharge
01 71 01	Surveyor Information	30 days prior to construction commencement each season
01 71 01	Survey Data Submissions	As required and with Progress Claims
01 78 00	All Records and Survey Information	Prior to project completion
02 61 0.01	Detailed Soil Remediation Plan	30 days after Contract Award
02 81 00	Inventory of hazardous waste containers	7 days prior to demobilization
02 81 00	Hazardous Waste Disposal Certificate	7 days following disposal

Special Project Procedures  
For Contaminated Sites

**Part 1 General**

**1.1 REFERENCES**

- .1 Transportation and Dangerous Good Act.

**1.2 REGULATORY REQUIREMENTS**

- .1 Comply with federal, provincial, and local anti-pollution laws, ordinances, codes, and regulations when disposing of waste materials, debris, and rubbish.

**1.3 SUBMITTALS**

- .1 All submittals in accordance with Section 01 33 00 – Submittal Procedures

**1.4 WASTEWATER TREATMENT FACILITY**

- .1 The existing camp is available for use by the contractor in as-is condition at the contractor's discretion. The existing camp includes a wastewater treatment facility that was in operation at the time of closure in 2013. Contractor responsible for inspection and cost of all required upgrades.
- .2 Wastewater Treatment:
- .1 An existing Oztek water treatment system is available in as-is condition for contractor use. The water remediation unit is capable of filtering water generated from dewatering excavations, process water and Work areas. Treated water will need to meet the following discharge criteria:

Parameter	Maximum Allow Concentration	Units
Volatile Hydrocarbons	15	mg/L
Extractable Hydrocarbons	5	mg/L
Oil and Grease	5	mg/L
Non-Aqueous Phase Liquid/ Free Product	Not Present	
pH	6 to 9	
Arsenic (total)	100	ug/L
Cadmium (dissolved)	10	ug/L
Chromium (total)	100	ug/L
Cobalt (dissolved)	50	ug/L
Copper (dissolved)	200	ug/L
Lead (dissolved)	50	ug/L

Special Project Procedures  
For Contaminated Sites

Parameter	Maximum Allow Concentration	Units
Mercury (total)	0.6	ug/L
Nickel (dissolved)	200	ug/L
Zinc (total)	1,000	ug/L

- .2 Wastewater treatment facilities capable of treating water generated from camp operations to meet the following requirements:

Parameter	Maximum Allow Concentration	Units
pH	6 to 9	
Oil and Grease	5 Non-visible	mg/L
Total Suspended Solids	100	mg/L
BOD (Biochemical Oxygen Demand)	80	mg/L
Fecal Coliforms	10,000	CFU/dL
Residual Chlorine	0/1	mg/L

- .3 Provide separate storage for wastewater generated by camp operations and wastewater generated from remediation activities.
- .4 Ensure that discharges from site are in compliance with applicable permit requirements and limitations. Make adjustments to process or provide alternative equipment (at no additional cost) such that wastewater meets the applicable discharge criteria.
- .5 Provide piping to transfer liquid/solid mixtures generated by dewatering operations which require water filtering to wastewater treatment facility.
- .6 Ensure wastewater filtering systems are capable of receiving liquid/solid mixtures to not cause delay to dewatering operations.
- .3 Initial Testing: Performance of water filtering plant provided by Contractor will initially be determined by Departmental Representative.
- .4 Operation:
- .1 Obtain and analyze influent and effluent samples required to operate the system.
- .2 Make system modifications required for effluent to satisfy effluent criteria based on analytical results.

Special Project Procedures  
For Contaminated Sites

- .3 Operate water filtering plant by experienced, qualified personnel in accordance with manufacturer's instructions and procedures submitted by Contractor and approved by Departmental Representative.
- .4 Operate the Water Treatment Facility such that storage tanks and storage ponds are either empty at the end of the construction season or have allowances for expansion of water due to freezing.
- .5 Decommissioning/ Dismantling:
  - .1 Decontaminate and remove salvageable components of water filtering plant including water filtering system, pumps, piping, and electrical equipment.
  - .2 Dispose of non-salvageable equipment and materials at approved off-site disposal facility. Decontaminate salvageable equipment within facility area as required prior to removal from site.

**1.5 DRUMS**

- .1 Storage of Liquid Waste: 200 L steel drums meeting Transportation and Dangerous Goods Act, closable lids, complete with labels for marking contents and date filled.
- .2 Storage of Solid Waste: 200 L steel drums meeting Transportation and Dangerous Goods Act, closable lids, complete with labels for marking contents and date filled.

**1.6 DUST AND PARTICULATE CONTROL**

- .1 Execute Work by methods to minimize raising dust from construction operations.
- .2 Implement and maintain dust and particulate control measures immediately during construction and in accordance with all applicable regulations.

**1.7 EQUIPMENT DECONTAMINATION**

- .1 Decontaminate equipment after working in potentially contaminated Work areas and prior to subsequent Work or travel on clean areas.
- .2 Collect decontamination wastewater and sediments which accumulate on equipment decontamination pad. Transfer wastewater to designated wastewater storage tank(s).
- .3 Furnish and equip personnel engaged in equipment decontamination with protective equipment including suitable disposable clothing, respiratory protection, and face shields.

**1.8 WATER CONTROL**

- .1 Maintain excavations free of water.
- .2 Protect site from ponding or running water. Grade site to drain. Provide water barriers as necessary to protect site from soil erosion and runoff of potentially impacted water and soil.

Special Project Procedures  
For Contaminated Sites

**1.9 DEWATERING**

- .1 Dewater various parts of Work including, without limitation, excavations, structures, foundations, and Work areas.
- .2 Employ construction methods and precautions that ensure Work, including excavations, are stable, free from disturbance, and dry.
- .3 Take precautions necessary to prevent uplift of any structure or pipeline and to protect excavations from flooding and damage due to surface runoff.
- .4 Test and analyze water generated from dewatering activities and treat to meet required discharge or disposal criteria.

**1.10 EROSION AND SEDIMENT CONTROL**

- .1 Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas, from stockpiles, staging areas, and other Work areas. Prevent erosion and sedimentation.
- .2 Minimize amount of bare soil exposed at one time. Stabilize disturbed soils as quickly as practical. Strip vegetation, re-grade, or otherwise develop in such a way as to minimize erosion. Remove accumulated sediment resulting from construction activity from adjoining surfaces, drainage systems, and water courses, and repair damage caused by soil erosion and sedimentation as directed by Departmental Representative.
- .3 Provide and maintain temporary measures which may include, but are not limited to, silt fences, ditches, geotextiles, drains, berms, terracing, riprap, temporary drainage piping, sedimentation basins, vegetative cover, dikes, and any other construction required to prevent erosion and migration of silt, mud, sediment, and other debris off site or to other areas of site where damage might result, or that might otherwise be required by Laws and Regulations. Make sediment control measures available during construction.
- .4 Silt Fence: An assembled, ready to install unit consisting of geotextile attached to driveable posts. Geotextile to be uniform in texture and appearance, having no defects, flaws, or tears that would affect its physical properties; and contain sufficient ultraviolet ray inhibitor and stabilizers to provide minimum 2-year service life from outdoor exposure.
- .5 Plan construction procedures to avoid damage to Work or equipment encroachment onto water bodies or drainage ditch banks. In event of damage, promptly take action to mitigate effects. Restore affected bank or water body to existing condition.
- .6 Installation:
  - .1 Construct temporary erosion control items as indicated. Actual alignment and/or location of various items as directed by Departmental Representative.
  - .2 Do not construct silt fence in flowing streams or in swales.

Special Project Procedures  
For Contaminated Sites

- .3 Check erosion and sediment control measures weekly after each rainfall; during prolonged rainfall check daily.
- .4 Silt fence may be removed at beginning of workday, but will be replaced at the end of workday.
- .5 Prior to or during construction, Departmental Representative may require the installation or construction of improvements to prevent or correct temporary conditions on site. Improvements may include berms, mulching, sediment traps, detention and retention basins, grading, planting, retaining walls, culverts, pipes, guardrails, temporary roads, and other measures appropriate to specific condition. Temporary improvements must remain in place and in operation as necessary or until otherwise directed by Departmental Representative.
- .6 Unless indicated or directed by Departmental Representative, remove temporary erosion and sediment control devices upon completion of Work. Spread accumulated sediments to form a suitable surface for seeding or dispose of, and shape area to permit natural drainage to satisfaction of Departmental Representative. Materials once removed become property of Contractor.
- .7 Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- .8 Do not disturb existing embankments or embankment protection.
- .9 Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- .10 If soil and debris from site accumulate in low areas, storm sewers, roadways, gutters, ditches, or other areas where in Departmental Representative's determination it is undesirable, remove accumulation and restore area to original condition.

**1.11 PROGRESS CLEANING**

- .1 Maintain cleanliness of Work and surrounding site to comply with federal, provincial, and local fire and safety laws, ordinances, codes, and regulations.
- .2 Coordinate cleaning operations with disposal operations to prevent accumulation of dust, dirt, debris, rubbish, and waste materials.

**1.12 FINAL DECONTAMINATION**

- .1 Perform final decontamination of construction facilities, equipment, and materials which may have come in contact with potentially contaminated materials prior to removal from site.
- .2 Perform decontamination as specified to satisfaction of Departmental Representative. Departmental Representative will direct Contractor to perform additional decontamination if required.



Special Project Procedures  
For Contaminated Sites

**1.13 REMOVAL AND DISPOSAL**

- .1 Remove surplus materials and temporary facilities from site.
- .2 Dispose of non-contaminated waste materials, litter, debris, and rubbish off site.
- .3 Do not burn rubbish and waste materials on site unless approved by Departmental Representative.
- .4 Do not discharge wastes into streams or waterways.
- .5 Dispose of following materials at appropriate off-site facility identified by Contractor and approved by Departmental Representative: Debris including excess construction material, non-contaminated litter and rubbish; disposable PPE worn during final cleaning; wastewater removed from wastewater storage tank, wastewater generated from final decontamination operations including wastewater storage tank cleaning; and lumber from decontamination pads.

**1.14 MEASUREMENT OF PAYMENT**

- .1 Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 -Construction Progress Schedules – Bar GANTT) Chart.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

Site Specific Health and  
Safety Plan

**Part 1 General**

**1.1 DEFINITIONS**

- .1 Work crew: a work crew of any number of personnel working at a location where immediate medical attention from the site First Aid Attendant Emergency Medical Technician may not be possible due to any environmental, or any other factor.

**1.2 SITE SPECIFIC HEALTH AND SAFETY REQUIREMENTS**

- .1 Maintain and complete all health and safety, fire safety, and environmental compliance activities in accordance with applicable sections and Authorities Having Jurisdiction (AHJ).
- .2 Schedule a compliance meeting on an as required basis, as directed by Departmental Representative. Compliance meetings may be held in conjunction with regular meetings.
- .3 The intent of the compliance meeting is to review reporting and inspection requirements to meet the intent of the NWT or Nunavut Safety Act, NWT Mine Health and Safety Act, the Water License, the Land Use Permit, regulatory, and other requirements as may be required.
- .4 Compliance meetings to be held at the Work site.
- .5 Departmental Representative will record minutes, chair the meeting and distribute minutes to parties of record prior to the next Scheduled meeting.
- .6 Attendees:
  - .1 Contractor: Manager and / or Supervisor(s), representatives of major Sub-Contractors, and others as necessary.
  - .2 Departmental Representative, and representatives of Independent Inspection Agencies.
  - .3 Indigenous and Northern Affairs Canada (INAC) representative(s).
- .7 Agenda:
  - .1 Review and approval of minutes of previous meeting.
  - .2 Review of items of significance that could affect Work.
  - .3 Inspect the site on a monthly basis, or more or less often, as determined by the Departmental Representative or as dictated by the AHJ.
  - .4 Identify and record field observations, problems, and conflicts that must be noted in reports required by the AHJ.
  - .5 Identify corrective measures and procedures to regain approval from AHJ.
  - .6 Identification of requirements for maintenance of quality standards needed for compliance with applicable Codes and Legislation.

Site Specific Health and  
Safety Plan

- .7 Review site safety and security issues.
- .8 Review environmental and regulatory compliance.
- .9 Other topics for discussion as appropriate to current status of the Work.

**1.3**

**SUBMITTALS**

- .1 Submit an electronic copy of the Site Specific Health and Safety Plan no later than thirty (30) days after contract award to the Departmental Representative for review. Any items, which are identified as missing, will be added and the plan revised, so as to incorporate the additional items. Submit the revised safety plan will be submitted to the AHJ for review and recommendations to ensure all the elements required by the NWT or Nunavut Safety Act, OSHA Regulations, other AHJ, and Contract Specifications have been addressed.
- .2 All submittals in accordance with Section 01 33 00 – Submittal Procedures.
- .3 The Site Specific Health and Safety Plan will include, but is not limited to the following sections:
  - .1 A Statement of Contractor's Safety Policy.
  - .2 Safety Responsibilities of all on-site personnel.
  - .3 Safe Work Practices and/or Job Procedures.
  - .4 Camp Rules and their enforcement.
  - .5 Results of safety and health risk or hazard analysis for camp and construction activities.
  - .6 Procedures for, but not limited to, cold weather survival, remote Work and general worker health and safety.
  - .7 Procedures for confined space entry.
  - .8 Name and telephone number of Contractor's corporate Safety Officer and on-site Safety Representative.
  - .9 Emergency Response Plan.
  - .10 Fire Safety Plan.
  - .11 Spill Contingency Plan.
  - .12 Winter Road Safety Plan.
  - .13 Wildlife Management Plan.
  - .14 Aircraft Safety Plan.
  - .15 Call-in Procedures.
  - .16 Safety Incident Reporting Mechanisms.
  - .17 Medivac phone numbers.
  - .18 Helicopter/ Aircraft companies phone numbers.
  - .19 Ice Monitoring and Safety Procedures.

Site Specific Health and  
Safety Plan

- .4 Conduct and submit to Departmental Representative, a site assessment of deficiencies in health, safety, medical/ first aid supplies. Submit to Departmental Representative a Schedule for upgrading deficiencies to meet requirements of AHJ.
- .5 The Emergency Response Plan (ERP) is to address standard operating procedures to be implemented during emergency situations. Plans including procedures are to meet Safety Requirements below.
  - .1 Prepare and coordinate an ERP with contributions from appropriate authorities including the Government of Nunavut Safety Act, Hospitals, RCMP, Ministry of Transportation, and Ministry of Health. Plan will identify off-site Emergency Response Coordinator through whom all information and coordination will flow in the event of an incident.
  - .2 Departmental Representative will have Contractor's On-site ERP reviewed by Authorities Having Jurisdiction and may request modifications or additions as necessary for the work.
- .6 Complete an inventory of Contractor's health, safety, medical and first aid equipment and supplies on-site to assess compliance with Authorities Having Jurisdiction requirements. Submit the inventory to Departmental Representative within ten (10) days of mobilization each season. Include a schedule for upgrading deficiencies to meet requirements of AHJ.

**1.4 CONSTRUCTION SAFETY MEASURES**

- .1 Observe and enforce construction safety measures required by the latest revisions of: Canada Labour Code, National Building Code of Canada, National Fire Code of Canada, Workers' Compensation Board, the applicable Occupational Health and Safety Regulations, and Territorial and local statutes and authorities.
- .2 Arrange regular safety meetings, to be held no less frequently than once per week. Record the minutes of such meetings and maintain a complete file for review by the appropriate authorities. Submit a copy of these meeting minutes to Departmental Representative within three (3) days of the meeting.
- .3 Maintain at the site, five (5) safety hats with liners, five (5) safety glasses and five (5) safety hi-visibility vests for use by Departmental Representative and visitors. Maintain a supply of ear plugs.
- .4 Maintain a supply of Tyvek or equivalent suites of various sizes as required for Contractor's staff, Departmental Representative and up to three visitors for the duration of the Work.
- .5 Comply with all applicable health and safety policies and procedures of Departmental Representative.

Site Specific Health and  
Safety Plan

- .6 Departmental Representative or his representative has the authority to stop Work on the contract if, in his/ her opinion, the Work is being performed in an unsafe manner as required by the applicable safety legislation.
- .7 Prepare and coordinate a Contingency and Emergency Response Plan with contributions from appropriate authorities including Government of NWT or Nunavut Safety Act, Hospitals, RCMP, Ministry of Transportation, and Ministry of Health. Plan will identify off site Emergency Response Coordinator through whom all information and coordination will flow in the event of an incident.
- .8 Verify that emergency procedures including appropriate First aid facilities and First Aid personnel are in place at the Work Site. First aid facilities and First Aid personnel must be in compliance with the NWT or Nunavut Safety Act.
- .9 Verify that procedures meet the Workers' Safety and Compensation Commission (WSCC) requirements.
- .10 Develop, as part of Site Specific Health and Safety Plan written Contaminated Site Working and Decontamination procedures. Working procedures to outline personal protective equipment (PPE) requirements for various parts of site and for different operations.

**1.5 FILING NOTICE**

- .1 File Notice of Work with Federal and Territorial AHJ prior to commencement of Work.

**1.6 SUBMITTALS**

- .1 All submittals in accordance with Section 01 33 00 – Submittal Procedures.

**1.7 REGULATORY REQUIREMENTS**

- .1 Comply with specified standards, regulations and orders of AHJ to ensure safe operations at sites containing hazardous or toxic materials and other hazards (such as wildlife encounters, falls, etc.).

**1.8 RESPONSIBILITY**

- .1 Be responsible for safety of persons and property on site and for protection of public off site and environment to extent that they may be affected by the site and conduct of Work.
- .2 Control access to the site. Persons with business at the site and who are not Contractor's employees must be briefed on site specific health and safety issues, and provided with a copy of the site specific health and safety plan.
- .3 Contractor may refuse access to the site to any person not complying with site specific health and safety standards.

Site Specific Health and  
Safety Plan

- .4 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, territorial, and local statutes, regulations, and ordinances, and with Site-Specific Health and Safety Plan:
  - .1 Conduct appropriate safety training for all personnel working on the site.
  - .2 Conduct Work place safety inspections for all Work activities.
  - .3 Maintain a log of first aid and safety supplies, and notify appropriate personnel for restocking after each incident, and periodical restocking to replace out dated or consumable (headache medicines, bandages) products.

**1.9 HAZARD COMMUNICATION REQUIREMENTS**

- .1 Comply with Work Site Hazardous Materials Information System Regulations of the AHJ.
- .2 Provide Departmental Representative with Material Safety Data Sheets (MSDS) and documentation on any "hazardous" chemical that Contractor or Contractor Representatives plan to bring onto site; bound in one place and stored in accordance with the Site Specific Health and Safety Plan.

**1.10 UNFORESEEN HAZARDS**

- .1 Should any unforeseen or peculiar safety related factor, hazard, or condition become evident, stop Work, assess, take steps to mitigate if necessary at that time and immediately advise Departmental Representative verbally and in writing.
- .2 Monitor potential low oxygen and Lower Explosive Limits (LEL) areas with oxygen/LEL monitor if workers are working in and around area. These areas include but are not limited to trenches, excavations and areas near machinery exhaust.

**1.11 SAFETY AND HYGIENE**

- .1 Provide training for all persons entering the site in accordance with specified personnel training requirements, maintain log of who was trained, what training was provided and by whom the training was conducted.
- .2 Personal Protective Equipment (PPE):
  - .1 Furnish site personnel with appropriate PPE as required by legislation.
  - .2 Verify that safety equipment and protective clothing is kept clean and well maintained.
  - .3 Ensure all clothing and personal protective equipment used on site, must remain on site, to be either decontaminated or disposed of. No Work clothing is to leave Work site without having been properly decontaminated. This includes, but is not limited to working coveralls.
  - .4 Outline and designate PPE for each site and Work activity in accordance with AHJ.

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- .3 Develop written PPE care and use procedures to be included in the Site Specific Health and Safety Plan and verify that procedures are strictly followed by site personnel including, but not limited to, the following:
  - .1 Provisions for prescription eyeglasses with side shields worn as safety glasses and do not permit contact lenses on site within Work zones.
  - .2 Provisions, for footwear, are steel toed safety shoes or boots and are covered by rubber overshoes when entering or working in potentially contaminated Work areas.
  - .3 Dispose of or decontaminate PPE worn on site at end of each workday.
  - .4 Decontaminate reusable PPE before reissuing.
  - .5 Provisions for decontamination arising from entry or exit into contaminated areas.
- .4 Develop a written Respiratory Protection program to be included in the Site Specific Health and Safety Plan and ensure that the program is strictly followed by site personnel; include the following procedures as minimum:
  - .1 Provide site personnel with extensive training in usage and limitations of, and qualitative fit testing for, air purifying and supplied air respirators in accordance with specified regulations.
  - .2 Monitor, evaluate, and provide respiratory protection for site personnel.
  - .3 Verify that levels of protection as listed have been chosen to be consistent with site specific potential airborne hazards associated with major contaminants identified on site.
  - .4 Immediately notify Departmental Representative when level of respiratory protection required increases.
  - .5 Verify that appropriate respiratory protection during Work activities is available and readily accessible; all personnel entering potentially contaminated Work areas will be supplied with and use appropriate respiratory protection.
  - .6 Assess ability for site personnel to wear respiratory protection.
  - .7 Verify that site personnel have passed respirator fit test prior to entering potentially contaminated Work areas.
  - .8 Verify that facial hair does not interfere with proper respirator fit.
  - .9 Submit proof of fit testing for site personnel to Departmental Representative. Update submission when new personnel are added to the Work or when new Work activities occur.
- .5 Heat Stress/Cold Stress: Implement heat stress and cold stress monitoring program as applicable and include in the Site Specific Health and Safety Plan.
- .6 Personnel Hygiene and Personnel Decontamination Procedures: provide minimum as follows:

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- .1 Suitable containers for storage and disposal of used disposable PPE.
- .2 Potable water and suitable sanitation facility.
- .3 Access to shower facilities.
- .4 Provisions for proper disposal of contaminated PPE.

**1.12 SITE COMMUNICATIONS**

- .1 Post emergency numbers near site telephones.
- .2 Train personnel in the use of 'buddy' system.
- .3 Provide alarm system to notify employees of site emergency situations or to stop Work activities if necessary. Identify emergency stations.

**1.13 SAFETY MEETING**

- .1 Conduct task specific safety meetings (tailgate) as per Project requirements and as directed by Departmental Representative.
- .2 Conduct safety meetings with workers engaged in constructing, maintaining or traveling on winter roads. Workers must be instructed on the dangers inherent with winter roads, and hazard avoidance procedures.
- .3 Conduct safety meetings with workers engaged in outdoor Work under summer or winter conditions. Topics must include hot and cold stress, exhaustion, snowmobile safety, buddy systems, and any other items inherent in working outdoors in winter in isolated environments.
- .4 Conduct mandatory daily safety meetings for personnel, and additionally as required by special or Work related conditions; include refresher training for existing equipment and protocols, review ongoing safety issues and protocols, and examine new site conditions as encountered. Hold additional safety meetings on an as needed basis or as specified by the AHJ. Keep records of meetings on file.

**1.14 FUEL MANAGEMENT**

- .1 All vehicle and equipment refuelling must be conducted by appropriately trained personnel using the effective personal protective equipment in a manner which meets or exceeds regulatory requirements including using drip pans.
- .2 Records of fuel usage by activity must be maintained.
- .3 All fuel transports including mobile refuelling trucks and fuel transport to stationary equipment such as generators or pumps or distributed storage areas, must occur in approved (CSA) containers with the notification and consent of site safety personnel.

**1.15 VEHICLE AND EQUIPMENT USAGE**

- .1 Seatbelts must be worn at all times vehicle or equipment is in operation.



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- .2 Speed limits must be set and obeyed.
- .3 If road conditions are unsafe or marginally unsafe, maintain roads to acceptable standards. Do not risk property damage or injury.
- .4 Vehicles are to not be idled for longer than ten (10) minutes (warm up) unless explicitly used as a place of refuge during animal encounters or for personnel working outdoors during winter operations. Exceptions are to be made in consultation with Departmental Representative.
- .5 Perform vehicle maintenance and lubrication of equipment in a manner that avoids spillage of fuels, oils, grease and coolants. When refuelling equipment, use leak free containers and reinforced rip and puncture proof hoses and nozzles. Remain in attendance for duration of refuelling operation, and ensure that all storage container outlets are properly sealed after use.
- .6 Place drip pans under stationary equipment with potential leaks.

**1.16 FLAMMABLE LIQUIDS**

- .1 The handling, storage and use of flammable liquids will be governed by the current National Fire Code of Canada as well as the requirements outlined in the Land Use Permit.
- .2 Flammable liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable liquids exceeding 45 litres for Work purposes, requires the permission of the permitting authority.
- .3 Do not transfer flammable liquids in the vicinity of open flames or any type of heat-producing devices.
- .4 Do not use flammable liquids having a flash point below 38°C such as naphtha or gasoline as solvents or cleaning agents.
- .5 Store flammable waste liquids, for disposal, in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and Departmental Representative is to be notified when disposal is required.
- .6 Dispose of all flammable liquids in accordance with all applicable environmental regulations and with the requirements of Section 02 81 01 – Hazardous Materials.

**1.17 STORAGE AND HANDLING OF FUEL**

- .1 Locate fuel storage areas as approved by Departmental Representative.
- .2 Inspect fuel storage and dispensing facilities daily. Make available firefighting and spill response equipment for immediate access at each fuel storage location.

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- .3 Store all barrels containing fuel and/or hazardous materials in an elevated position, either on their side with bungs facing 9 and 3 o'clock position, or on pallets, upright, and banded.
- .4 All barrels to be individually identified. Label will be to industry standards and will provide all information necessary for health and safety and environmental purposes. Make available, to all personnel, Material Safety Data Sheets for all materials maintained at site or along right-of-ways.
- .5 All barrels/ fuel containers to be labelled with INAC's name, and Contractor's name as required by the Land Use Permit.
- .6 Treat all waste petroleum products, including used oil filters as hazardous materials.
- .7 Conduct regular inspections of all machinery hydraulic, fuel and cooling systems. Repair leaks immediately.
- .8 Pre-assemble and maintain emergency spill equipment, including at least two fuel pumps , empty 200 L barrels and absorbent material sufficient to clean up a 1000 litre spill at all fuel storage sites. Maintain spill mats or pan under mobile fuelling containers and a spill kit at the refuelling area.
- .9 Remove all full and empty barrels, fuel storage facilities and associated materials and equipment from site at conclusion of Work.
- .10 All fuel drums delivered to site, regardless of ownership, will be returned to supplier by Contractor for reuse or cleaned, crushed and disposed in accordance to Section 02 81 01 – Hazardous Materials. Fuel drums, if transported, will comply with Section 02 81 01 – Hazardous Materials and applicable regulations.

**1.18 SPILL CONTINGENCY PLAN**

- .1 Submit to Departmental Representative for approval, detailed Spill Contingency Plan. Identify response capabilities by detailing response times, and types and volumes of spills to which Contractor can respond. Following information is required as a minimum:
  - .1 A description of pre-emergency planning.
  - .2 Personnel roles, lines of authority and communication, emergency phone numbers.
  - .3 Emergency alerting and response procedures.
  - .4 Evacuation routes and procedures, safe distances and places of refuge.
  - .5 Directions/methods of getting to nearest medical facility.
  - .6 Emergency decontamination procedures.
  - .7 Emergency medical treatment and First-Aid.
  - .8 Emergency equipment and materials.
  - .9 Emergency protective equipment.
  - .10 Procedures for reporting incidents, and

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- .11 Spill response and containment plans for all materials that could potentially be spilled.

**1.19 MEDICAL**

- .1 Provide and maintain first aid and medical care and facilities for all workers as required by the Statutes of the NWT or Nunavut Safety Act.
- .2 Maintain first aid supplies and sick quarters separately from general living quarters when camp population normally ranges between 26 and 50 occupants.
- .3 Provide the appropriate NWT or Nunavut first aid kit, based on the number of workers, in accordance with the NWT or Nunavut Safety Act.
- .4 Establish an emergency response plan acceptable to Departmental Representative, for the removal of any injured person to medical facilities or a doctor's care in accordance with applicable legislative and regulatory requirements.
- .5 Provide proof of First Aid credentials to Departmental Representative prior to the start of each construction season. Provide the appropriate number of first aid attendants on site in accordance with the NWT or Nunavut Safety Act (minimum of one).
- .6 Emergency and First Aid Equipment:
  - .1 Locate and maintain emergency and first aid equipment in appropriate location on site including first aid kit to accommodate number of site personnel; portable emergency eye wash; fire protection equipment as required by legislation.
  - .2 Locate sufficient self-contained breathing apparatus units; blankets and towels; stretcher; and 1 hand held emergency siren in all confined access locations.
  - .3 Provide a full time First Aid Attendant in accordance with Schedule 3.1 of the NWT Mine Health and Safety Regulations.

**1.20 ACCIDENTS AND ACCIDENT REPORTS**

- .1 Immediately report, verbally, followed by a written report within 24 hours, to Departmental Representative, all accidents of any sort arising out of or in connection with the performance of the Work, giving full details and statements of witnesses. If death or serious injuries or damages are caused, report the accident promptly to Departmental Representative by telephone or facsimile in addition to any report required under federal and territorial laws and regulations.
- .2 If a claim is made by anyone against Contractor or Sub-Contractor on account of any accident, promptly report the facts in writing to Departmental Representative, giving full details of the claim.

**1.21 SECURITY**

- .1 Enforce the Camp Rules as provided under Section 01 54 00 – Camp Facilities.

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- .2 Limit site access only to persons employed on the Project. Unauthorized persons will be permitted on site only with the approval of Departmental Representative or Contractor.

**1.22 WILDLIFE MANAGEMENT**

- .1 Develop a wildlife management plan, as part of the Site Specific Safety Plan, that includes bear and large mammal safety and as a minimum meets the following requirements:
  - .1 Firearms must be stored and used in accordance with all AHJ. Terms of Use for firearms must be submitted to Departmental Representative for review.
  - .2 All wildlife encounters and sightings must be reported to Departmental Representative as part of the weekly report.
  - .3 A minimum of one person must be designated as a wildlife monitor and trained in firearms and wildlife deterrent use.

**1.23 WILDLIFE MONITORS**

- .1 Provide for the duration of the construction seasons, full-time wildlife monitors acceptable to Departmental Representative. Provide sufficient number of wildlife monitors with firearms and ammunition to protect the safety of all workers in all areas, including Departmental Representative and Departmental Representative's support staff during site operations.
- .2 Assign a wildlife monitor to accompany Departmental Representative and Departmental Representative's support staff during all inspections and soil/ material sampling activities that take place away from the construction camp area.
- .3 All Wildlife Monitors are required to have a valid Firearm Certificate as per AHJ. Copies of the firearms certificates to be provided upon request by the Departmental Representative.
- .4 Assume full responsibility for reporting incidents associated with wildlife encounters.
- .5 Supply one vehicle per wildlife monitor to facilitate his duties.
- .6 Provide the wildlife monitors with mobile communication radios with charging units for on-site communication between the wildlife monitors, Contractor base radio, and Departmental Representative and Departmental Representative's Authorized Personnel. If radios do not provide sufficient range for continuous communication, provide satellite phones.
- .7 Qualifications and training plans for wildlife monitors must be submitted to Departmental Representative as part of the Site Specific Safety Plan.

**1.24 FIRE SAFETY**

- .1 Provide all fire prevention, fire protection and firefighting services at the Project site.

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- .2 Implement a fire safety program that includes fire prevention, fire protection and firefighting requirements. Submit details of the fire safety program in writing to Departmental Representative for review prior to start of construction. Such review does not relieve Contractor from any obligations or responsibilities required by the Contract.
- .3 Ensure that any Sub-Contractors and other Contractor personnel on-site are briefed on fire safety requirements and are familiar with the fire prevention, fire protection and firefighting program.
- .4 The fire safety program to meet or exceed the most recent editions of the following codes and standards:
  - .1 NWT or Nunavut Safety Act.
  - .2 NWT Mine Health and Safety Act.
  - .3 National Fire Code of Canada.
  - .4 Canada Labour Code.
- .5 Personnel designated for firefighting services must be provided with training for any special hazards that may be present. These personnel must also be provided with protective equipment as required by the Canada Labour Code.

**1.25 REPORTING FIRES**

- .1 A person discovering a fire and all fire related incidents will report immediately, by fastest available means, to Departmental Representative and site superintendent.
- .2 A person discovering a fire will if possible, remain in the vicinity to direct firefighting personnel.

**1.26 FIRE EXTINGUISHERS**

- .1 Provide and maintain fire extinguishers in sufficient quantity to protect, in an emergency, the Work in progress and the physical plant on site.

**1.27 SMOKING PRECAUTIONS**

- .1 Do not permit smoking in hazardous areas. Exercise care in the use of smoking materials in non-restricted areas.
- .2 Smoking is prohibited within the camp facilities unless in accordance with AHJ and as directed by Departmental Representative.
- .3 Provide and place signs prohibiting smoking in areas where smoking is not permitted.
- .4 Signs prohibiting smoking will be in English and the local dialect and will have black lettering not less than 50 mm high, with a 12 mm wide stroke on a yellow background. In lieu of lettering, symbols of not less than 150 mm by 150 mm may be used.
- .5 Smoking is prohibited within 7.5 metres of fuel storage and dispensing facilities.

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- .6 Provide and place signs indicating that smoking within 7.5 metres of fuel storage and dispensing facilities is not permitted, and that the vehicle ignition must be turned off while the vehicle is being refuelled. Provide at least one weather-resistant sign at each fuel dispensing location. The signs will have a minimum dimension of 200 mm and letters not less than 25 mm high. In lieu of lettering, signs may have international "No Smoking - Ignition Off" symbols not less than 100 mm in diameter. Install signs in a location visible to all drivers approaching the dispensing location, and at the dispensing unit.

**1.28 RUBBISH AND WASTE MATERIALS**

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Storage:
  - .1 Extreme care is required where it is necessary to store oily waste in Work areas to ensure maximum possible cleanliness and safety.
  - .2 Greasy or oily rags or materials subject to spontaneous combustion will be disposed of as hazardous material in accordance with Section 02 81 01 – Hazardous Materials.

**1.29 HAZARDOUS SUBSTANCES**

- .1 If the Work entails the use of any toxic or hazardous materials or chemicals, or otherwise creates a hazard to life, safety or health, Work will be in accordance with the National Fire Code of Canada, Occupational Health and Safety Legislation, and WHMIS.
- .2 Departmental Representative is to be advised, and a "Hot Work" permit issued by Contractor's designated representative in all cases involving welding, burning or the use of blow torches and salamanders, in buildings or facilities. Special precautions are necessary to safeguard life and property from damage by fire or explosives.
- .3 Wherever Work is being carried out in dangerous or hazardous areas involving the use of heat, fire watchers, equipped with sufficient fire extinguishers, will be provided. The determination of dangerous or hazardous areas along with the level of precaution necessary for Fire Watch will be at the discretion of Contractor. Notify Departmental Representative prior to that determination.
- .4 Provide proper ventilation and eliminate all sources of ignition where flammable liquids, such as lacquers or urethanes are used.

**1.30 QUESTIONS AND CLARIFICATIONS**

- .1 Direct any questions or clarification to Departmental Representative.

**1.31 MEASUREMENT OF PAYMENT**

- .1 All costs for the preparation and completion of the Site Specific Health and Safety Plan, are to be included in the lump sum price paid for under Item 01 35 32-1, as indicated in

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Basis of Payment Schedule. The lump sum price for the Site Specific Health and Safety Plan will be paid after a satisfactory Site Specific Health and Safety Plan has been submitted to Departmental Representative.

- .2 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

Environmental Procedures

**Part 1 General**

**1.1 DEFINITIONS**

- .1 Environmental Pollution and Damage: presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade environment aesthetically, culturally and/or historically.
- .2 Environmental Protection: prevention/control of pollution and habitat or environment disruption during construction. Control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

**1.2 REGULATORY OVERVIEW**

- .1 Comply with all applicable environmental laws, regulations and requirements of Federal, Territorial and other regional authorities, and acquire and comply with such permits, approvals and authorizations as may be required.
- .2 Comply with and be subject to those permits and approvals obtained from Departmental Representative to conduct the Work.
- .3 Pay specific attention to the Land Use Permit, Water License and Quarry Permit.
- .4 Pay specific attention to the Migratory Birds Convention Act, as amended in 1994.
- .5 Pay specific attention to the Fisheries Act.

**1.3 SUBMITTALS**

- .1 Submit all required Contractor submittals to satisfy environmental requirements directly to the responsible agency and Authorities Having Jurisdiction (AHJ).
- .2 Submit one (1) complete copy of all submittals and agency approvals to Departmental Representative.
- .3 All submittals in accordance with Section 01 33 00 – Submittal Procedures.

**1.4 RELICS AND ANTIQUITIES**

- .1 Relics and antiquities and items of historical or scientific interest such as cairns, tent rings, commemorative plaques, inscribed tablets, and similar objects found on-site or in buildings to be demolished will remain the property of the appropriate AHJ.



Environmental Procedures

- .2 Give immediate notice to Departmental Representative if evidence of archaeological finds are encountered during construction/remediation activities, and await Departmental Representative's written instructions before proceeding with Work in this area.
- .3 Protect archaeological finds and similar objects found during course of Work.

**1.5 SITE MAINTENANCE**

- .1 Keep the site free from the accumulation of waste materials and debris as specified in this section.
- .2 Upon completion of the Work, clean away and dispose of all surplus material, supplies, rubbish and temporary works leaving the site neat and tidy to the requirements of Departmental Representative and the Land Use Permit.

**1.6 FIRES**

- .1 Fires and burning of rubbish on site, other than the waste incineration in accordance with the contract, is not permitted unless approved by Departmental Representative.
- .2 Where fires or burning permitted, prevent staining or smoke damage to structures, materials or vegetation which is to be preserved. Restore, clean and return to new condition stained or damaged Work.
- .3 Provide supervision, attendance and fire protection measures as directed.
- .4 Obtain all required permits from AHJ.

**1.7 DISPOSAL OF WASTES**

- .1 Do not bury rubbish and waste materials on site unless approved by Departmental Representative.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways.

**1.8 WATER MANAGEMENT**

- .1 Provide potable water for drinking and cooking.
- .2 Water use and water management will be carried out in accordance with the provisions of the Water License, which is will be applied for by INAC.

**1.9 WASTE WATER MANAGEMENT**

- .1 Provide details of plan for sewage and management sixty (60) days after Contract Award.

Environmental Procedures

**1.10 WASTEWATER DISCHARGE CRITERIA**

- .1 Wash water, meltwater collection, rinse water resulting from the cleaning of fuel tanks and pipelines, contaminated groundwater, water from dewatering contaminated soil areas, and/or any other liquid effluent stream will be released onto the ground at a location that is a minimum of 30 metres from natural drainage courses and 100 metres from fish bearing waters, and will conform to the discharge requirements set out in the Water Licence.
- .2 Contractor must obtain approval from the Water Inspector prior to discharging treated wastewater.

**1.11 CAMP WASTEWATER DISCHARGE CRITERIA**

- .1 Treat all camp wastewater to meet the treatment requirements in Section 01 35 15 and to conform to the discharge requirements set out in the Land Use Permit.
- .2 Camp Wastewater will be released onto the ground at a location that is a minimum of 30 metres from natural drainage courses and 100 metres from fish bearing waters and conform to the discharge requirements set out in the Water Licence.
- .3 If unable to meet the discharge criteria, provide additional storage and/ or treatment necessary to meet criteria prior to discharge.
- .4 No direct discharge is allowed to wetland or surface waters.
- .5 Contractor must obtain approval from the Water Inspector prior to discharging treated wastewater.

**1.12 DRAINAGE**

- .1 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
- .2 Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- .3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.
- .4 Submit an Erosion, Sediment and Drainage Control Plan to Departmental Representative for review and approval prior to commencing Work in fisheries sensitive areas or in areas that may affect fisheries sensitive areas and specifically address the protection of water bodies, water courses, and the following:
  - .1 Details of grading Work to prevent surface drainage into or out of Work areas.

Environmental Procedures

- .2 Details of erosion control works and materials to be used, including the deployment of silt fencing, floating silt curtains and containment booms during construction and excavation activities.
- .3 Work Schedule including the sequence and duration of all related Work activities.
- .4 The treatment of site runoff to prevent siltation of watercourses.
- .5 Dewatering procedures for excavated materials including silt removal procedures prior to discharge.
- .6 Stabilizing procedures during excavation.
- .7 Maintenance of filters and sedimentation traps.
- .5 Have on hand sufficient pumping equipment, machinery, and tankage in good working condition for ordinary emergencies, including power outage, and competent workers for operation of pumping equipment.

**1.13 SITE CLEARING AND PLANT PROTECTION**

- .1 Protect native vegetation on site and adjacent properties.
- .2 Demarcate areas adjacent to work areas as appropriate to protect native vegetation. This may include, but not be limited to use of snow fencing or burlap wrapping.
- .3 Minimize stripping of topsoil and vegetation.

**1.14 WORK ADJACENT TO WATERWAYS**

- .1 Do not operate construction equipment in waterways.
- .2 Do not use waterway beds for borrow material.
- .3 Design and construct temporary crossings to minimize erosion to waterways.
- .4 Do not skid construction materials across waterways.
- .5 Avoid spawning beds when constructing temporary crossings of waterways.
- .6 Do not use shoreline grounds (30 metres from edge) as staging area, vehicle/ equipment maintenance, parking, storage of fuel or for stockpiling of granular and other fill; i.e. keep all equipment and hazardous materials 31 meters from edge from ordinary High Water Mark.

**1.15 POLLUTION CONTROL**

- .1 Maintain temporary erosion and pollution control features installed under this contract.
- .2 Control emissions from equipment territorial emission requirements.
- .3 Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.

Environmental Procedures

- .4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

**1.16 ENVIRONMENT PROTECTION SUPPLIES**

- .1 Comply with federal and territorial fisheries and environmental protection legislation, including preventing the loss or destruction of fish habitat, and minimizing the impact of sedimentation, siltation or otherwise causing a degradation in water quality.
- .2 Provide a minimum of thirty (30) m, or more as required, of polypropylene silt fence (typical height of 0.9 m) and the necessary stakes for installation. This will be used as necessary to prevent sediment transport into water bodies. Product acceptance will be based on compliance with the following minimum/ maximum average values:
  - .1 Minimum Grab Tensile Strength (ASTM D4632):520 N.
  - .2 Maximum Elongation (ASTM D4632):15 %.
  - .3 Minimum Puncture Strength (ASTM D4833):250 N.
  - .4 Maximum Apparent Opening Size (ASTM D4751)500 m.
- .3 Provide a minimum of fifty (50) lineal metres or more and as required of 200 mm diameter hydrophobic, sorbent booms. This will be used as necessary to prevent the migration of hydrocarbons.
- .4 Supply, transport, install and maintain erosion, sediment and drainage controls necessary to complete the Work in accordance with the requirements of Departmental Representative.
- .5 At the completion of construction, dispose of used silt fence off-site as non-Hazardous Waste. Dispose of used absorbent boom in accordance with Section 02 81 01 – Hazardous Waste Material.
- .6 Unused Erosion, Sediment and Drainage Control supplies will remain the property of Departmental Representative until the completion of the Contract.
- .7 Provide inventory of environmental protection supplies prior to mobilization.

**1.17 HISTORICAL ARCHAEOLOGICAL CONTROL**

- .1 Provide historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on Project site: and/ or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in area are discovered during construction.
- .2 Plan: include methods to assure protection of known or discovered resources and identify lines of communication between Contractor personnel and Departmental Representative.

Environmental Procedures

**1.18 NOTIFICATION**

- .1 Departmental Representative will notify Contractor in writing of observed non-compliance with Federal, Provincial or Municipal environmental laws or regulations, permits, etc.
- .2 Contractor: after receipt of such notice, inform Departmental Representative of proposed corrective action and take such action for approval by Departmental Representative.
- .3 Departmental Representative will issue stop order of Work until satisfactory corrective action has been taken.
- .4 No time extensions granted or equitable adjustments allowed to Contractor for such suspensions.

**1.19 MEASUREMENT OF PAYMENT**

- .1 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 TEMPORARY EROSION SEDIMENTATION CONTROL**

- .1 Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff to adjacent properties, according to requirements of AHJ.
- .2 Inspect, repair, and maintain erosion and sedimentation control measures during Work.
- .3 Implement silt curtains and other erosion control methods as directed by Departmental Representative

**END OF SECTION**

Regulatory Requirements

**Part 1 General**

**1.1 REFERENCES AND CODES**

- .1 Perform Work in accordance with National Building Code of Canada (NBC) including all amendments and other codes of provincial or local application provided that in case of conflict or discrepancy, more stringent requirements apply.
- .2 Meet or exceed requirements of:
  - .1 Contract documents.
  - .2 Specified standards, codes and referenced documents.
- .3 Perform Work in accordance with the Specifications and meet or exceed all codes, standards and regulations applicable to the Work and issued under the authority of the Government of Canada and the Government of Nunavut or the NWT. Advise Departmental Representative of any discrepancies in the codes, standards and regulations applicable to the Work.

**1.2 REFERENCES AND CODES - FEDERAL**

- .1 Meet or exceed the governing codes, standards and guidelines, and regulations applicable to Work and issued under the authority of the Government of Canada as follows:
  - .1 Canadian Environmental Protection Act, 1999.
  - .2 Controlled Products Regulations (SOR/88-66).
  - .3 Interprovincial Movement of Hazardous Waste Regulations (SOR/2002-301).
  - .4 National Fire Code of Canada (2010).
  - .5 Ozone Depleting Substances Regulations, 1998 (SOR/99-7).
  - .6 Transportation of Dangerous Goods Act, 1992 (S.C. 1992, c.34).
  - .7 Transportation of Dangerous Goods Regulations (SOR/2012-245).
  - .8 Territorial Land Use Regulations (C.R.C., c.1524).
  - .9 Storage Tank System for Petroleum Products & Allied Petroleum Products Regulations (SOR / 2008-197).
  - .10 Migratory Birds Convention Act. (S.C 1994, c.22).
  - .11 Fisheries Act (R.S.C., 1985, c. F-14).
  - .12 Abandoned Military Site Remediation Protocol (INAC, 2009).
  - .13 Guidelines for Canadian Drinking Water Quality (Health Canada, August 2012).
  - .14 Wastewater Systems Effluent Regulations (SOR/2012-139).
  - .15 Technical Document for Batch Waste Incineration (EC, 2010).
  - .16 Environmental Code of Practice for Aboveground Storage Tank Systems Containing Petroleum and Allied Petroleum Products (CCME 2003).

### Regulatory Requirements

- .17 Nunavut Land Claim Agreement (Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, 1993).
- .18 Canadian Soil Quality Guidelines for the Protection of Environmental and Human Health (CCME, 1999).
- .19 Canada-Wide Standard for Petroleum Hydrocarbons (PHC) in Soil (CCME, 2001).
- .20 Canadian Water Quality Guidelines for the Protection of Aquatic Life (CCME, 1999).
- .21 Contaminated Sites Management Policy (INAC, 2002).
- .22 A Federal Approach to Contaminated Sites (Contaminated Sites Management Working Group (CSMWG), 1999).
- .23 NCSP Project Level Risk Management Guidance (INAC, 2008).
- .24 Contaminated Sites Cost Estimating Guide (AANDC, 2012).
- .25 Treasury Board Policy on Management of Real Property (TB, 2006).
- .26 Material Safety Data Sheets (MSDS), Health Canada / Workplace Hazardous
- .27 Materials Information System (WHMIS).
- .28 Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations (SOR/2005-149).

### 1.3 REFERENCES AND CODES – NUNAVUT

- .1 Meet or exceed the governing codes, standards and guidelines, and regulations applicable to Work and issued under the authority of the Government of Nunavut as follows:
  - .1 Nunavut Labour Standards Act, (R.S.N.W.T. 1988, c.L-1).
  - .2 Canadian Environmental Protection Act (R.S.N.W.T. 1988, c. E-7) current to 2010.
  - .3 Fire Prevention Act (R.S.N.W.T. 1988, c.F-6), current to 2006.
  - .4 Labour Standards Act (R.S.N.W.T. 1988, c.L-1) current to 2012.
  - .5 Public Health Act (R.S.N.W.T. 1988, c.P-12) current to 2011.
  - .6 Spill Contingency Planning and Reporting Regulations R-068-93.
  - .7 Safety Act (R.S.N.W.T. 1988,c.S-1) current to 2007.
  - .8 Mine Safety Act (R.S.N.W.T. 1994,c.25) current to 2010.

### 1.4 STANDARD AND GUIDELINES

- .1 Department of the Environment, Government of Nunavut:
  - .1 Environmental Guideline for the Burning and Incineration of Solid Waste (2012).
  - .2 Environmental Guideline for the General Management of Hazardous Waste (2010).
  - .3 Environmental Guideline for Contaminated Site Remediation (2009).

#### Regulatory Requirements

- .4 Environmental Guideline for Industrial Waste Discharges into Municipal Solid Waste and Sewage Treatment Facilities (2011).
- .5 Environmental Guideline for Mercury-Containing Products and Waste Mercury (2010).
- .6 Environmental Guideline for Waste Paint (2010).
- .7 Environmental Guideline for Ozone Depleting Substances (2011).
- .8 Environmental Guideline for Waste Antifreeze (2011).
- .9 Environmental Guideline for Waste Asbestos (2011).
- .10 Environmental Guideline for Waste Batteries (2011).
- .11 Environmental Guideline for Waste Lead and Lead Paint (2011).
- .12 Environmental Guideline for Waste Solvent Division (2011).
- .13 Environmental Guideline for Ambient Air Quality (2011).
- .14 Environmental Guideline for Dust Suppression (2002).
- .2 Environmental Health and Safety Management System Manual (INAC, 2012).

#### 1.5 PERMITS AND LICENSES

- .1 The following permits and licenses related to the on-site work will be provided to Contractor when received by Indigenous and Northern Affairs Canada (INAC):
  - .1 Water License, granted by the Nunavut Water Board in accordance with the Nunavut Water and Surface Rights Tribunal Act.
  - .2 Land Use Permit, granted by INAC and Nunavut – Land Administration Division.
  - .3 Quarry Permit, granted by INAC.
  - .4 Kitikmeot Inuit Association Exemption or Land Use Permit.
- .2 The contractor will be responsible for acquiring permits, authorizations, and/ or licenses required for mobilization and demobilization.
- .3 INAC will include application for CAT Train, and/ or winter road/ ice road access as a part of the Land Use Permit application.
- .4 Any deviations from the current remediation plan may require land use permit amendments or field authorizations. Notify Departmental Representative of any proposed deviations so INAC can contact the appropriate agency to obtain approval for the deviation.

#### 1.6 HAZARDOUS MATERIAL DISCOVERY

- .1 Stop Work immediately and notify Departmental Representative upon discovery of following materials during course of Work:
  - .1 Designated substances such as PCBs, asbestos, and mercury.
  - .2 Work at site will involve contact with:



Regulatory Requirements

- .1 Metal impacted soil.
- .2 PHC (total petroleum hydrocarbons) impacted soils.
- .3 Hazardous liquids and petroleum based sludge.

**1.7 WHMIS**

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- .2 Deliver copies of WHMIS data sheets to Departmental Representative on delivery of materials.

**1.8 SUBMITTALS**

- .1 All submittals in accordance with Section 01 33 00 – Submittal Procedures.

**1.9 1.9 MEASUREMENT OF PAYMENT**

- .1 Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

Quality Control

**Part 1 General**

**1.1 INSPECTION**

- .1 Allow Departmental Representative access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Departmental Representative instructions, or law of Place of Work.
- .3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
- .4 Departmental Representative may order any part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such Work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, Departmental Representative will pay cost of examination and replacement.

**1.2 SUBMITTALS**

- .1 All submittals in accordance with Section 01 33 00 – Submittal Procedures.

**1.3 INDEPENDENT INSPECTION AGENCIES**

- .1 Independent Inspection/ Testing Agencies will be engaged by Departmental Representative for purpose of inspecting and/ or testing portions of Work. Cost of such services will be borne by Departmental Representative.
- .2 Provide equipment required for executing inspection and testing by appointed agencies.
- .3 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.
- .4 If defects are revealed during inspection and/ or testing, appointed agency will request additional inspection and/ or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Departmental Representative at no cost to Departmental Representative. Pay costs for retesting and re-inspection.

**1.4 ACCESS TO WORK**

- .1 Allow inspection/ testing agencies access to Work, off site manufacturing and fabrication plants.
- .2 Co-operate to provide reasonable facilities for such access.

Quality Control

**1.5 PROCEDURES**

- .1 Notify appropriate agency and Departmental Representative in advance of requirement for tests, in order that attendance arrangements can be made.
- .2 Submit samples and/ or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in Work.
- .3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

**1.6 REJECTED WORK**

- .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Departmental Representative as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- .2 Make good other Contractor's Work damaged by such removals or replacements promptly.
- .3 If in opinion of Departmental Representative it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Departmental Representative may deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined by Departmental Representative.

**1.7 REPORTS**

- .1 Submit a complete copy of inspection and test reports to Departmental Representative.
- .2 Provide copies to Sub-Contractor of Work being inspected or tested and manufacturer or fabricator of material being inspected or tested.

**1.8 TESTS AND MIX DESIGNS**

- .1 Furnish test results and mix designs as may be requested.
- .2 The cost of tests and mix designs beyond those called for in Contract Documents or beyond those required by law of Place of Work will be appraised by Departmental Representative and may be authorized as recoverable.

**1.9 MEASUREMENT OF PAYMENT**

- .1 Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

Quality Control

- Part 2**            **Products**
- 2.1**            **NOT USED**
- .1        Not used.

- Part 3**            **Execution**
- 3.1**            **NOT USED**
- .1        Not used.

**END OF SECTION**

Construction Facilities

**Part 1 General**

**1.1 ACCESS AND DUST CONTROL**

- .1 Provide and maintain adequate access, including snow removal, to all working areas of the site, camp, utilities and offices during all periods of Work by Contractor, Sub-Contractor s and other Contractor s performing Work for Departmental Representative.
- .2 Access includes removal of snow, as may be required, to gain access to site, as required, to meet the Project Schedule.
- .3 Control site remediation operations to eliminate all excessive dust-creating activities, or as directed by Departmental Representative. The use of oil for dust control is prohibited. Use only water.

**1.2 SCAFFOLDING**

- .1 Provide and maintain scaffolding, ramps, ladders, swing staging, platforms, and temporary stairs as necessary for the completion of Work.
- .2 Construct and maintain scaffolding in a rigid, secure and safe manner.
- .3 Erect scaffolding independent of walls. Remove promptly when no longer required.
- .4 Design and construct scaffolding in accordance with CSA S269.2-M87. Provide details and procedures for ensuring all scaffolding equipment, materials, and construction practices meet all applicable regulations and site specific requirements.
- .5 Conform to safety requirements of Section 01 35 32 – Site Specific Health and Safety Plan.

**1.3 HOISTING**

- .1 Provide, operate and maintain hoists required for moving of workers, materials and equipment. Make financial arrangements with Sub-Contractor s for use thereof.
- .2 Hoists to be operated by qualified operator.

**1.4 SITE STORAGE/LOADING**

- .1 Confine Work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.
- .2 Do not load or permit to load any part of Work with a weight or force that will endanger the Work.

Construction Facilities

**1.5 VEHICLES**

- .1 Supply one (1) crew cab 4-wheel drive pickup truck for use by Departmental Representative and Departmental Representative's Authorized Personnel for the duration of this Project.
- .2 The use of this vehicle will not be shared with Contractor.
- .3 Provide sufficient vehicles (number and type) for use during the Contract to expedite the work expeditiously.
- .4 Vehicles provided for purposes of this contract are accepted at risk of supplier whether in possession of supplier or Departmental Representative.
- .5 Deliver vehicles to location designated by Departmental Representative at the site.
- .6 Store vehicles in accordance with manufacturer's recommendations.
- .7 Maintain all vehicles in good running order for duration of Project. If vehicles are out of commission for any period of time, provide other replacement vehicles.
- .8 Repair and maintain vehicles expeditiously.
- .9 Provide and pay for all fuel and lubricants required to operate the vehicles for the duration of the Project.
- .10 Provide and pay for all fuel and lubricants required to operate the vehicles for the duration of the Project.
- .11 Provide applicable insurance for damage to vehicles and ATVs under use by Departmental Representative or Departmental Representative's Authorized Personnel.

**1.6 EQUIPMENT, TOOL AND MATERIALS STORAGE**

- .1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
- .2 Locate materials not required to be stored in weatherproof sheds on site in a manner to cause least interference with Work activities.

**1.7 SANITARY FACILITIES**

- .1 Provide sanitary facilities for Work force in accordance with governing regulations and ordinances.
- .2 Post notices and take such precautions as required by local health authorities. Keep area and premises in sanitary condition.

**1.8 CONSTRUCTION SIGNAGE**

- .1 Maintain approved signs and notices in good condition for duration of Project, and dispose of off-site on completion of Project or earlier if directed by Departmental Representative.

Construction Facilities

**1.9 START-UP AND WINTERIZING OF FACILITIES**

- .1 Commission camp, vehicles and equipment at the beginning of each construction season.
- .2 Winterize and secure remaining structures, equipment and vehicles at the end of each construction season.
- .3 When Project is closed down at end of construction season, keep facilities operational until close down is approved by Departmental Representative.

**1.10 INSTALLATION AND REMOVAL**

- .1 Provide temporary controls in order to execute Work expeditiously.
- .2 Remove from site all such work after use.

**1.11 BARRICADES**

- .1 Provide secure barricades around deep excavations and roofs.
- .2 Provide as required by governing authorities.

**1.12 FIRE ROUTES**

- .1 Maintain access to property including overhead clearances for use by emergency response vehicles.

**1.13 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY**

- .1 Protect surrounding private and public property, including historical gravesites from damage during performance of Work.
- .2 Be responsible for damage incurred.

**1.14 MEASUREMENT OF PAYMENT**

- .1 Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

Construction Facilities

**Part 3 Execution**

**3.1 TEMPORARY STORAGE AREA**

- .1 Develop Temporary Storage at the site for the storage of containerized Hazardous Materials.
- .2 Prepare the Temporary Storage Area to comply with the following (at minimum):
  - .1 Provide an easy access to the off-site transport equipment and the on-site landfill transport equipment.
  - .2 The area is to be free of standing/ponding water.
  - .3 Allow the containers to be flat and evenly distribute the weight of the containers to the supporting surface.
  - .4 The area must not be subject to flooding or excessive snow drifting.
  - .5 Supply, place, and compact additional granular fill as required.
  - .6 Surface water run-on to the area must be minimized.
  - .7 Size the area sufficiently so that it will accommodate all waste.
  - .8 Sufficiently compact the area to prevent the containers from settling into the ground.
- .3 Confirm the location of the Temporary Storage Areas with Departmental Representative at least one (1) week prior to commencing operations to allow for baseline sampling if required.
- .4 The Temporary Storage Areas are to be located as follows:
  - .1 More than 30 metres away from any water body/ wetland/ spring.
  - .2 On stable and compact ground.
  - .3 In an area not routinely accessed or essential to Contractor's employees or on-site personnel.
  - .4 More than 30 metres away from all flammable materials.
- .5 Temporary Storage Areas, must segregate the various types of materials, as specified in Section 02 81 01 – Hazardous Materials, as follows:
  - .1 Containerized Hazardous Solid and Liquid Materials.
  - .2 Containerized Drum, Tank, and Pipeline Contents.

**END OF SECTION**



Mobilization and  
Demobilization

**Part 1 General**

**1.1 MOBILIZATION AND DEMOBILIZATION**

- .1 Provide all labour, equipment and materials, and performance of all Work necessary for mobilization to, and demobilization from site. This will include all Departmental Representative provided supplies, equipment and material.
- .2 Mobilization to include transportation to site of Contractor's labour, equipment, materials, and assembling, erecting, and preparing site in readiness to start Work, all in accordance with Contractor's Schedule.
- .3 Demobilization to include dismantling and removal from site, of all Contractor's equipment, camp facilities and materials, waste resulting from cleanup of site and transportation of labour from site.
- .4 Decontaminate and clean all equipment used on the Project prior to demobilization according to Section 01 35 15 – Special Procedures for Contaminated Sites.
- .5 Do not mobilize to the site without written authorization from the Departmental Representative.
- .6 Summarize the proposed mode, route, equipment, labour and all other requirements for the mobilization and demobilization of all required equipment, materials, waste and personnel to complete the remediation of the project, as indicated in these specifications, in a Mobilization and Demobilization Plan. Submit the Mobilization and Demobilization Plan to the Departmental Representative a maximum of thirty (30) days after contract award.
- .7 All mobilization and demobilization methods to comply with the requirements of all applicable codes, standards, guidelines and Land Use Permit and Water License.
- .8 A Post-Demobilization site visit will be required as part of the Post-Demobilization Inspection as per Section 01 77 00 – Closeout Procedures.

**1.2 MOBILIZATION AND DEMOBILIZATION PLAN AND EQUIPMENT LIST**

- .1 Provide a Mobilization and Demobilization Plans which includes, but is not limited to, the following items:
  - .1 Proposed mode(s), route, and timing.
  - .2 In-transit storage or staging areas.
  - .3 Equipment, labour and other requirements required for mobilization, demobilization or winterization activities.
  - .4 Construction Equipment List of all equipment and materials that are planned to be transported to or from Site to complete the Work. List to include manufacturer name, model number, year, hours, weight in kilograms or metric

Mobilization and  
Demobilization

tonnes, assessment of equipment completed by a certified mechanic. Maintain the complete list of construction equipment on site. Revise and provide this list to the Departmental Representative upon request. List to include and clearly identify Crown owned equipment.

- .5 Planned date for mobilization to site and planned dates for demobilization from site.

**1.3 SUBMITTALS**

- .1 Submit Mobilization and Demobilization Plan in accordance with Section 01 33 00 – Submittal Procedure for review by Departmental Representative.
- .2 Submit to Departmental Representative one (1) electronic copy of the Mobilization and Demobilization Plan twenty (20) days after contract award.

**1.4 MEASUREMENT OF PAYMENT**

- .1 Mobilization is anticipated to be via winter road and/ or secondary mobilization via air charter.
- .2 All costs for Mobilization of all equipment, materials, and transportation of Contractor's Personnel, including all transportation cost for crew rotations, meals in transit, accommodations in transit and any other cost necessary to mobilize are to be included in the lump sum price for Mobilization, Item 01 53 00-1, as indicated in the Basis of Payment Schedule.
- .3 Demobilization is anticipated to be via winter road and/ or secondary mobilization via air charter.
- .4 All costs for Demobilization of all equipment and materials, demobilization of Contractor's Personnel and demobilization of all wastes for off-site disposal are to be included in the lump sum price for Demobilization, Item 01 53 00-2, as indicated in the Basis of Payment Schedule. Payment for Demobilization will be made after satisfactory cleanup of the site, removal from the site of all equipment, materials, site demolition debris materials and contaminated soils, as indicated and submission to Engineer of all Contractor submittals.
- .5 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

Mobilization and  
Demobilization

**Part 3            Execution**

**3.1                NOT USED**

.1            Not used.

**END OF SECTION**

Camp Facilities

**Part 1 General**

**1.1 EXISTING CAMP**

- .1 The existing camp facilities have started to deteriorate and upkeep work would be required before it would be considered appropriate for housing work crews. The facility is made up of metal clad trailers consisting of sleeping quarters wings connected to recreation facilities, a kitchen and dining area, and an office area on the northwest side.

**1.2 PRELIMINARY REQUIREMENTS**

- .1 Provide Camp Update/ Maintenance Plan, detailing how the camp will be prepared for use, to Departmental Representative for review. Provide thirty (30) days after Contract award.
- .2 Camp facilities to be established and operated in accordance with local regulations and Authorities Having Jurisdiction (AHJ).
- .3 Operate complete camp facilities services, including provision, preparation and serving of food, for construction personnel, Departmental Representative and his authorized personnel, and other specified site visitors.
- .4 Provision of camp facilities services consisting of:
  - .1 Operation and maintenance of camp facilities including;
    - .1 All associated facilities.
    - .2 Utilities and services required for camp facilities such as heating, lighting, fuel, potable, and domestic water systems.
    - .3 Sewage collection.
    - .4 Treatment and disposal systems.
    - .5 Waste, refuse and garbage collection and disposal system.
    - .6 Camp facilities fire prevention.
    - .7 Alarm and firefighting system.
    - .8 Camp facilities safety and security service.
    - .9 Meals and catering service.
    - .10 Shower/ wash facilities.
    - .11 Sleeping and washroom facilities.
    - .12 Bedding and bedding laundry services.
    - .13 Janitorial services.
    - .14 Personnel laundry facilities.
    - .15 Recreational facilities.
    - .16 Snow removal services.

### Camp Facilities

- .17 Camp re-supply and staff rotation charter flights.
- .18 Satellite communications (phone and internet).
- .2 Obtain and pay for, as part of provision of camp facilities services all licenses, permits, and authorizations required to comply fully with all laws, ordinances and regulations of Federal and local authorities in connection with the performance of Work of this section.
- .3 Provide camp facilities services for own workforce, surveyors, Departmental Representative, specialist inspectors and for three (3) overnight visitors. Separate space is to be provided for cook(s), cook's helpers and for female staff.
- .4 Demobilize camp facilities from site at completion of contract.
- .5 Provide camp facilities services for own workforce, Departmental Representative, and Departmental Representative's authorized personnel as follows:
  - .1 Resident Departmental Representative: duration of the Project.

## 1.3 REGULATORY REQUIREMENTS

- .1 Camp facilities including utilities and services are to be operated in accordance with applicable Federal, Territorial and local codes, regulations and requirements governing camp facilities.
- .2 INAC will be obtaining applicable licenses to establish and operate the camp.
- .3 Provide water that meets Health Canada Guidelines for Canadian Drinking Water Quality. Submit information on water, including the source and water quality test results to Departmental Representative prior to opening the camp facilities.
- .4 Comply with all requirements of the Water Use License, Land Use Permit and all other licenses, permits and authorizations.
- .5 Operate the camp in accordance with the camp rules as specified in this Section and the provisions of Section 01 35 32 – Site Specific Health and Safety Plan.

## 1.4 ENVIRONMENT

- .1 Comply with environmental regulations as per Section 01 35 43 – Environmental Procedures.
- .2 Adhere to applicable guidelines and in accordance with AHJ.
- .3 Submit to Departmental Representative before opening of camp facilities, proof of adherence to all environmental regulations. Display all applicable regulatory permits at the camp facilities site.
- .4 Comply with sewage treatment, disposal and closure requirements as outlined in Section 01 35 15 – Special Project Procedures for Contaminated Sites.
- .5 Install and maintain fire protection equipment as specified in Section 01 35 32 – Site Specific Health and Safety Plan.

Camp Facilities

**1.5 EXISTING SITE FACILITIES**

- .1 Contractor is advised that any of the existing site facilities to be demolished as part of this Contract are available to Contractor to support the operation of the Construction Camp. Contractor is to be responsible for all costs associated with the upgrading or conversion of the existing site facilities to satisfy the requirements of this Section, including but not limited to hazardous materials abatement. Use of existing site facilities is subject to review of Departmental Representative prior to mobilization. Information describing the existing facilities are included in the supporting documents, Environmental Site Assessment (EBA, 2014) and Options Analysis (EBA, 2015).

**1.6 MAINTENANCE**

- .1 Maintain camp facilities in tidy and sanitary condition.
- .2 Heat camp facilities to provide environmentally controlled conditions between 20 and 22 degrees Celsius.
- .3 Clean camp facilities daily. Clean and sanitize toilets, urinals, showers, washbasins, washing machine, and laundry tubs daily.
- .4 Provide adequate bug, pest and wildlife control to all buildings, and camp facilities
- .5 Maintain camp facilities, fuel storage facilities, water lines, sewage system, garbage disposal containers, heating units, appliances and furniture in neat, clean and good operating condition and make repairs as necessary.

**1.7 DEPARTMENTAL REPRESENTATIVE'S REQUIREMENTS**

- .1 Provide for sole use of Departmental Representative, one (1) room for sleeping. Space to be furnished in same manner as rooms used by Contractor's personnel.
- .2 Make available space in the camp facilities for up to three (3) overnighting or occasional site visitors, as required.
- .3 Set up Departmental Representative with an office. Furnish the space, using existing office equipment, with two (2) desks, two (2) desk chairs and two (2) stacking type chairs, one (1) plan table as required to support a small office.
- .4 Provide and maintain at Departmental Representative's office one (1) satellite phone line or equivalent communication approved by Departmental Representative.
- .5 Provide, for the use by Departmental Representative and Departmental Representative's Authorized Personnel, two (2) mobile communication radios, complete with charging units. The radios are to allow for on-site communication between Departmental Representative, Departmental Representative's Authorized Personnel and Contractor. The radios are to have a minimum range of 5 km.
- .6 It is critically important that the communication equipment provided by Contractor for Departmental Representative's use is reliable and of the highest quality. Immediate

### Camp Facilities

repair or replace faulty equipment. The equipment is to be operational from the day the Work commences.

- .7 Provide for use by Departmental Representative, inspectors and support personnel one (1) printer/ copier/ scanner all-in-one type device. Provide network connections or hubs to permit Departmental Representative, inspectors and support personnel to remotely print to the device.
- .8 It is anticipated that Departmental Representative's Work force will include both male and female personnel. Design and operate the camp facilities with due consideration of the separate and private requirements for male and female Work force.

### 1.8 FIELD LABORATORIES

- .1 Set up and maintain, for use by Departmental Representative's Authorized Personnel, one (1) site laboratory.
- .2 The lab will require operational heating system, lighting system, a minimum of three 110 and one 220 volt, 60 cycle electric outlets, water and sewer system, sink, work benches, garbage cans, stove, hood and fan, refrigerator, shelving and clothes rack, two(2) desks, two (2) tables, two (2) chairs.
- .3 Set up the lab with a standard refrigerator and a chest freezer The refrigerators and freezer will remain the property of the Contractor.
- .4 Clean the laboratories at least two times per week, and maintain all electric lights, heating, water and sewer systems in good working condition during the period the laboratory is required. Maintain facility in good condition.
- .5 Provide power to the laboratory on a 24 hour/ day basis while the cleanup activities, requiring laboratory services, are in operation. Equip all power supplies with adequate surge protection. Damage to equipment resulting from power surges will be repaired or replaced at no cost to the Departmental Representative or his authorized personnel.
- .6 Provide Departmental Representative with key-locks for the field laboratories prior to commencement of activities requiring laboratory services being in operation.

### 1.9 KITCHEN DINING COMPLEX

- .1 Maintain kitchen to include all equipment necessary for food storage, preparation, cooking and serving three (3) meals daily to meet camp population requirements.
- .2 Maintain dishwashing and garbage handling equipment, consistent with required function of kitchen.
- .3 Maintain seating capacity of dining area to meet camp population requirements.
- .4 Store all non-perishable food supplies in adequate containers, kept in an orderly manner and under sanitary conditions, in vermin-proof enclosures.
- .5 Store all perishable food supplies in properly refrigerated indoor areas within camp facilities to preclude attraction of wildlife

Camp Facilities

**1.10 LINEN, BEDDING AND LAUNDRY**

- .1 Supply three (3) blankets, two (2) sheets, one (1) bath towel, one (1) face cloth, and two (2) pillow and one (1) pillow case for each person living in camp facilities.
- .2 Change two (2) sheets and one (1) pillow case weekly or whenever occupancy changes.
- .3 Launder sheets and pillow covers regularly to provide weekly supply of clean linen.
- .4 Provide clean blankets to all camp occupants. Clean blankets as conditions warrant.
- .5 Cooking staff to wear suitable kitchen attire. Launder kitchen attire daily.

**1.11 ABLUTION AND LATRINE FACILITIES**

- .1 Maintain ablution and latrine facilities as per AHJ and codes requirements and as per camp occupancy requirements as follows:
  - .1 Flush toilets as required.
  - .2 Individual shower units with non-slip flooring together with adjacent dressing cubicles as required.
- .2 Maintain separate ablution and latrine facilities for female/ male populations.
- .3 Maintain separate ablution and latrine facilities for Departmental Representative and Departmental Representative's support staff.
- .4 Clean ablution and latrine facilities daily. Supply adequate amounts of paper towels, toilet tissue, and individual drinking cups in washrooms.

**1.12 FOOD QUALITY AND SCHEDULE**

- .1 Groceries to be of top quality. Eggs and dairy products to be grade "A". Canned fruit and vegetables to be choice or fancy.
- .2 Beef to be Canada Grade "A", pork to be Grade "I", turkey , chicken or other fowl to be "utility" or better.
- .3 Provide choices of traditional food. Provide healthy choices in food preparation.
- .4 As a minimum, provide three meals a day. Provide casual meals or fourth meals if irregular shifts are worked or irregular travel by personnel is required.
- .5 Provide beverages and snacks at all times. A variety of snacks should be available, including snacks that are appropriate for diabetics or persons with blood sugar concerns. Snacks may consist of fresh fruit or vegetables, granola bars, cheese and crackers, bannock, or other suitable items.
- .6 Make available daily apples and oranges; serve other types of fresh fruit at least once per week. Fresh salads are to be provided daily.



Camp Facilities

**1.13 SERVICE FACILITIES**

- .1 Install, hook-up, test and make necessary repairs to sewage, water supply, heating, and electrical services.
- .2 Provide Potable Water test result before opening camp,
- .3 Provide Camp Effluent test result prior to discharge.

**1.14 RECREATION**

- .1 Setup an area for recreation for all camp occupants.
- .2 Area to be of a size suitable for accommodating at least 50% of camp occupants, and to be suitably furnished with lounge, and stacking chairs.
- .3 Provide a TV with satellite link.

**1.15 CAMP FACILITIES RULES**

- .1 Camp facilities of this size and nature in a remote location require that certain basic rules be established for mutual benefit of all camp occupants.
- .2 Prepare a set of camp facilities rules, for approval by Departmental Representative, prior to commencing operations.
- .3 In order to protect all residents, the following activities are strictly prohibited and could result in dismissal and removal from site:
  - .1 Tampering with smoke or fire detectors/ alarms, any other safety equipment or electrical outlets/ fixtures.
  - .2 Possession or consumption of alcohol or illegal drugs.
  - .3 Possession or use of firearms, ammunition or other lethal weapons.
  - .4 Fighting, physical violence, stealing, vandalism or destruction of property.
  - .5 Harassment in any form.
  - .6 The employee or visitors departure from the site for any of these reasons will be on the first available Scheduled transportation. Should this person wish to leave immediately the costs will be the responsibility of the employee.
- .4 Make all camp residents familiar with all emergency procedures, exits, signals and alarms. Keep accesses to fire equipment clear at all times, and immediately report any damaged fire or safety apparatus to your supervisor.
- .5 Use of vehicles or equipment only when trained and authorized to do so.
- .6 Use, adjust and repair equipment or machinery only when authorized by the supervisor.
- .7 Vehicle/ Equipment checks must be completed and the logbook updated at the beginning of every shift or when starting any vehicle or piece of equipment. Seat belts must be worn at all times in vehicles and equipment.
- .8 Keep living areas as clean as possible.

#### Camp Facilities

- .9 Have warm emergency clothing available at all times during the wet or cold weather.
- .10 Keep clothing or other flammable goods away from baseboard heaters.
- .11 Ensure that personal items and clothing are marked for easy identification. Provide space for workers to hang wet clothing to dry prior to next shift.
- .12 Employees must store/ remove all personal effects and belongings when going off rotation or permanently off site.
- .13 No loose clothing, dangling neckwear, bracelets, rings or similar articles are to be worn where there is a risk of coming into contact with moving machinery or electrical energized equipment.
- .14 Keep workplace and equipment neat and orderly. Complete an inspection of your Work place tools and equipment prior to starting Work. Correct any hazards immediately.
- .15 Provide a copy of camp facilities rules to all camp occupants prior to or upon arrival in camp.
- .16 Enforce camp facilities Rules.

#### **1.16 LAUNDRY FACILITIES**

- .1 Within the camp, provide both personnel laundry facilities and facilities dedicated to the camp (ex: bedding, kitchen linens) separate from those in the Controlled Access Trailer.
- .2 Laundry facilities for washing of PPE (ex: coveralls and other exterior Work clothing) to be located within or adjacent to the Controlled Access Trailer.

#### **1.17 SECURITY**

- .1 Restrict access to camp facilities. Only persons employed on Project to be allowed normal access. Unauthorized persons will be permitted on site only with approval of Departmental Representative and/or Contractor.

#### **1.18 ACCESS TO WORK**

- .1 Be responsible for the transport of personnel and equipment to the various Work areas on the site.

#### **1.19 TRANSPORTATION**

- .1 Provide return air transportation services for Departmental Representative and Departmental Representative's Authorized Personnel from Contractor's Charter base to the Site.
- .2 It is anticipated that air transport of Departmental Representative's Authorized Personnel will be scheduled to coincide with the transport of Contractor's workforce to and from the site. Provide air transportation for Departmental Representative's personnel at a minimum frequency of one (1) return trip per week and two (2)

Camp Facilities

additional trips per month Scheduled according to Departmental Representative's request.

- .3 Departmental Representative will advise Contractor of Departmental Representative's and Departmental Representative's personnel air transportation requirements one (1) week in advance of trip departure.

**1.20 MEASUREMENT OF PAYMENT**

- .1 All costs for the operation and maintenance of all camp facilities and equipment, including water treatment and sewage treatment, inspection of camp facilities and electrical facilities by officials, on-site mobile communication equipment, as well as the provision of catering, rooms, and laundry and janitorial services for the camp facilities are to be included in the lump sum payment under Item 01 54 00-1 – Operation and Maintenance of Camp Facilities, as indicated in the Basis of Payment Schedule.
- .2 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

Survey Requirement

**Part 1 General**

**1.1 QUALIFICATIONS OF SURVEYOR**

- .1 Qualified registered surveyor, licensed to practice in Nunavut, acceptable to Departmental Representative.
- .2 Surveyor cannot be an employee of Contractor.

**1.2 REFERENCES**

- .1 Departmental Representative's identification of existing survey control points and property limits.

**1.3 SURVEY REFERENCE POINTS**

- .1 Existing base horizontal and vertical control points are designated on drawings.
- .2 Locate, confirm and protect control points prior to starting site Work. Preserve permanent reference points during construction.
- .3 Make no changes or relocations without prior written notice to Departmental Representative.
- .4 Report to Departmental Representative when reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
- .5 Require surveyor to replace control points in accordance with original survey control.

**1.4 SURVEY REQUIREMENTS**

- .1 Establish two (2) permanent bench marks on site, referenced to established bench marks by survey control points. Record locations, with horizontal and vertical data in Project Record Documents.
- .2 Establish lines and levels, locate and lay out, by instrumentation.
- .3 Prepare a topographic map of Work sites prior to demolition or excavation Work as directed by Departmental Representative to provide a baseline survey for quantity measurements.
- .4 Stake location of landfill in the field, and prepare a record drawing showing final location and contours of the landfill.
- .5 Prepare drawings showing areas where repairs were undertaken.
- .6 Layout area to be cleared at the landfill site, measure area(s) cleared, provide a drawing showing area cleared and calculations.
- .7 Maintain surveys for quantity calculations.

Survey Requirement

- .8 Survey locations of mine openings and provide drawings to Departmental Representative prior to start of design of seals

**1.5 SURVEY MARKERS**

- .1 Provide all survey markers and other items required to complete Work as specified, including, but not limited to:
  - .1 Pointed stakes (minimum 1.2 m in length, 12 mm thick, 38 mm wide)
  - .2 Pointed hubs (minimum 0.5 m in length, 20 mm thick, 38 mm wide)
  - .3 Nails (100 mm long), spikes (250 mm long), pins (1 m long), etc.
  - .4 Fluorescent paint, flagging, etc.
  - .5 Felt markers, chalk, wax pens, etc.
- .2 Maintain supply of survey markers for Departmental Representative's use.

**1.6 RECORDS**

- .1 Maintain a complete, accurate log of control and survey Work as it progresses.

**1.7 SUBMITTALS**

- .1 Submit name and address of Surveyor to Departmental Representative.
- .2 On request of Departmental Representative, submit documentation to verify accuracy of field engineering Work.
- .3 Submit certificate signed by surveyor certifying and noting those elevations and locations of completed Work that conform and do not conform to Contractor's Design Documents.
- .4 Submit all drawings electronically in accordance within Public Services and Procurement Canada (PSPC) protocols for AutoCAD drawings and by hard copy. Hard copy drawings must be signed by a professional engineer registered in the Territories.
- .5 Submit survey data backup for quantities claimed.
- .6 Submit raw data in electronic form.

**1.8 MEASUREMENT OF PAYMENT**

- .1 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

Survey Requirement

- Part 2**            **Products**
- 2.1**            **NOT USED**
- .1        Not used.

- Part 3**            **Execution**
- 3.1**            **NOT USED**
- .1        Not used.

**END OF SECTION**

Close Out Procedures

**Part 1 General**

**1.1 CLOSEOUT PROCEDURES**

- .1 Notify Departmental Representative when Work is considered ready for substantial performance.
- .2 Accompany Departmental Representative on preliminary inspection to determine items listed for completion or correction.
- .3 Comply with Departmental Representative's instructions for correction of items of Work listed in executed Certificate of Substantial Completion.
- .4 Notify Departmental Representative of instructions for completion of items of Work determined in Departmental Representative's final inspection.

**1.2 INSPECTION AND DECLARATION**

- .1 Contractor's Inspection: or and all Sub-Contractors to conduct an inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
- .2 Departmental Representative's Inspection: Departmental Representative and Contractor will perform inspection of Work to identify obvious defects or deficiencies. Contractor to correct Work accordingly.
- .3 Completion: submit written certificate that following have been performed:
  - .1 Work has been completed and inspected for compliance with Contract Documents.
  - .2 Defects have been corrected and deficiencies have been completed.
  - .3 Work is complete and ready for Final Inspection.
- .4 Final Inspection: when items noted above are completed, request final inspection of Work by Departmental Representative and Contractor. If Work is deemed incomplete by Departmental Representative, complete outstanding items and request re-inspection.
- .5 Post-Demobilization Inspection: once demobilization is completed, Departmental representative will request a Post-Demobilization inspection of Work by Departmental Representative and Contractor. If Work is deemed incomplete by Departmental Representative, complete outstanding items and request re-inspection.

**1.3 MEASUREMENT OF PAYMENT**

- .1 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

Close Out Procedures

<b>Part 2</b>	<b>Products</b>
<b>2.1</b>	<b>NOT USED</b>
.1	Not used.

<b>Part 3</b>	<b>Execution</b>
<b>3.1</b>	<b>NOT USED</b>
.1	Not used.

**END OF SECTION**



Close Out Submittals

**Part 1 General**

**1.1 FORMAT**

- .1 Organize data in the form of an instructional manual.
- .2 Binders: vinyl, hard covered, 3 'D' ring, loose leaf [219 x 279] mm with spine and face pockets.
- .3 When multiple binders are used, correlate data into related consistent groupings. Identify contents of each binder on spine.
- .4 Cover: Identify each binder with type or printed title 'Project Record Documents'; list title of Project and identify subject matter of contents.
- .5 Arrange content by Section numbers and sequence of Table of Contents.
- .6 Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- .7 Text: Manufacturer's printed data, or typewritten data.
- .8 Drawings: provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- .9 Provide an electronic copy of [1:1] scaled CAD files in [dxf] or [dwg] format.
- .10 Created an electronic copy of the entire submission.

**1.2 CONTENTS – EACH VOLUME**

- .1 Table of Contents: provide title of Project and include:
  - .1 Date of submission.
  - .2 Addresses, and telephone numbers of Contractor with name of responsible parties.
  - .3 Schedule of products and systems, indexed to content of volume
  - .4 Summary of Health and Safety issues, Environmental issues and performance indicators.
- .2 For each product or system:
  - .1 List names, addresses and telephone numbers of Sub-Contractors and suppliers, including local source of supplies and replacement parts.
- .3 Product Data: mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- .4 Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

Close Out Submittals

- .5 Typewritten Text: as required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified.

**1.3 FINAL SURVEY**

- .1 Submit final site survey certificate in accordance with Section 01 71 01 - Survey, certifying that elevations and locations of completed Work are in conformance, or non-conformance with Contract Documents.

**1.4 AS-BUILTS**

- .1 In addition to requirements in General Conditions, maintain at the site for Departmental Representative one record copy of:
  - .1 Contractor's Design Drawings.
  - .2 Specifications.
  - .3 Addenda.
  - .4 Task Authorizations.
  - .5 Change Orders and other modifications to the Contract.
  - .6 Reviewed shop drawings and product data.
  - .7 Field test records.
  - .8 Inspection certificates.
  - .9 Manufacturer's certificates.
- .2 Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage.
- .3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- .4 Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.
- .5 Keep record documents and samples available for inspection by Departmental Representative.

**1.5 RECORDING ACTUAL SITE CONDITIONS**

- .1 Record information on set of black line opaque drawings provided by Departmental Representative.
- .2 Provide felt tip marking pens, maintaining separate colours for each major system, for recording information.
- .3 Record information concurrently with construction progress. Do not conceal Work until required information is recorded.

Close Out Submittals

- .4 Contract Drawings and shop drawings: legibly mark each item to record actual construction, including:
  - .1 Field changes of dimension and detail.
  - .2 Changes made by change orders.
  - .3 Details not on original Contractor's Design Drawings.
- .5 References to related shop drawings and modifications:
  - .1 Field changes of dimension and detail.
  - .2 Changes made by Task Authorization, Change Order or Field Order.
- .6 Specifications: legibly mark each item to record actual construction, including:
  - .1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
  - .2 Changes made by Task Authorization, Addenda and change orders.
- .7 Other Documents: maintain manufacturer's certifications, inspection certifications, field test records, required by individual specifications sections.

**1.6 RECORD DRAWINGS**

- .1 Maintain Project record drawings and record accurately deviations from Contractor's Design on one set of prints.
- .2 Record changes in red.
- .3 At completion of Project and prior to final inspection, neatly transfer record notations to second set of drawings and submit both sets to Departmental Representative. Forward information on completed areas at the end of the construction season.

**1.7 OTHER RECORDS**

- .1 Prior to completion of Project, submit the following to the Departmental Representative:
  - .1 Copies of all documents and permits obtained by the Contractor.
  - .2 Results of all testing carried out by the Contractor.
  - .3 Any other pertinent information.
  - .4 Copies of all shipping documents identifying the shipper, the receiver and all carriers involved in the transport of materials.
  - .5 Information as required by the Land Use Permit.
  - .6 Information as required by the Water License.
  - .7 Information as required by the Quarry Permit.
  - .8 Information as required by all other applicable regulatory bodies and AHJ.
- .2 Consolidate the above information in one (1) document and submit to the Departmental Representative.

Close Out Submittals

**1.8 MEASUREMENT OF PAYMENT**

- .1 All direct costs for the Project Record Documents are to be included in the lump sum price for Project Record Documents, Item 01 78 00-1, as indicated in Basis of Payment Schedule.
- .2 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

Structure Demolition

**Part 1 General**

**1.1 DESCRIPTION**

- .1 Methods and procedures for demolishing, dismantling and on-site landfilling of the buildings, tanks and debris as indicated in the Terms of Reference.
- .2 All buildings, tanks and ancillary infrastructure on-site, except the Truck Shop and Process Plant, genets, terminal buildings and core shack shall be demolished and/ or dismantled, and landfilled.
- .3 The emulsion plant, associated structures and debris are on Inuit-Owned Land (IOL) and not a part of the project scope of work.

**1.2 RELATED SECTIONS**

- .1 Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.
- .2 Section 01 33 00 – Submittal Procedures.
- .3 Section 01 35 15 – Special Project Procedures for Contaminated Sites.
- .4 Section 01 35 32 – Site Specific Health and Safety Plan.
- .5 Section 01 35 43 – Environmental Procedures.
- .6 Section 02 41 23 – Debris and Miscellaneous Removals.
- .7 Section 02 81 01 – Hazardous Materials.

**1.3 DEFINITIONS**

- .1 Contractor's Designated Hazardous Waste Disposal Facility: A Licensed Hazardous Waste Disposal Facility designated by the Contractor for the disposal of all hazardous materials specified under the provisions of this contract. The facility must be preapproved by the Departmental Representative prior to beginning work. Contractor must provide documentation from the Designated Hazardous Waste Disposal Facility indicating full responsibility for all hazardous materials accepted from the Site.
- .2 Hazardous material: Items or debris no longer used for their original purpose; now hazardous and intended for recycling, treatment or disposal. Also material that is designated as "hazardous" under Nunavut Territorial or Federal Legislation; or as a "dangerous good" under the Transportation of Dangerous Goods Act (TDGA).
- .3 Lead-based painted material: Material that is coated with lead-based paint that has been analyzed and determined to contain total lead concentrations in excess of 600 ppm.
- .4 Mould Contaminated Work Area: Specific area or location where actual work is being performed or such other areas of a facility where it has been determined that it may be hazardous to public health as result of visible mould amplification.

Structure Demolition

- .5 Non-hazardous waste: Materials that are not designated as hazardous under Territorial or Federal Legislation. Material and which do not meet the definition of hazardous materials as defined in Section 02 81 01 – Hazardous Materials.
- .6 Physical hazard: Poses a slip, trip or fall risk to personnel and wildlife, risk to damage any vehicle (for example ATV, snowmobile, etc.).
- .7 Temporary Storage Area: A designated area used for the consolidation and storage of containerized hazardous materials as specified in Section 01 52 00 – Construction Facilities.
- .8 Hazardous Materials Specialist: Contractor representative responsible for supervising all hazardous waste activities as well as coordinating required submittal and reporting requirements.

**1.4**

**REFERENCES**

- .1 Department of the Environment, Government of Nunavut:
  - .1 Environmental Guideline for the Burning and Incineration of Solid Waste (2012).
  - .2 Environmental Guideline for the General Management of Hazardous Materials (2010).
  - .3 Environmental Guideline for Contaminated Site Remediation (2009).
  - .4 Environmental Guideline for Industrial Waste Discharges into Municipal Solid Waste and Sewage Treatment Facilities (2011).
  - .5 Environmental Guideline for Mercury-Containing Products and Waste Mercury (2010).
  - .6 Environmental Guideline for Waste Paint (2010).
  - .7 Environmental Guideline for Ozone Depleting Substances (2011).
  - .8 Environmental Guideline for Waste Antifreeze (2011).
  - .9 Environmental Guideline for Waste Asbestos (2011).
  - .10 Environmental Guideline for Waste Batteries (2011).
  - .11 Environmental Guideline for Waste Lead and Lead Paint (2011).
  - .12 Environmental Guideline for Waste Solvent Division (2011).
- .2 Canadian Environmental Protection Act (CEPA), 1999, c. 33:
  - .1 CCME PN 1326-2008, Environmental Code of Practice for Aboveground and Underground Storage Tank Systems for Petroleum Products and Allied Petroleum Products.
- .3 Transport Canada (TC)
  - .1 Transportation of Dangerous Goods Act, 1992 (TDG Act) 1999, (c. 34).
  - .2 Transportation of Dangerous Goods Regulations (SOR/2012-245).
- .4 Canadian Standards Association:

Structure Demolition

- .1 CSA Standard Z94.4-93 – Selection, Use and Care of Respirators.
- .5 Health Canada:
  - .1 Hazardous Products Act - Workplace Hazardous Materials Information System (WHMIS) Requirements.
- .6 CSA International:
  - .1 CSA S350-M1980 (R2003), Code of Practice for Safety in Demolition of Structures.
- .7 Underwriters' Laboratories of Canada (ULC):
  - .1 CAN/ULC-S660-08, Standard for Non-metallic Underground Piping for Flammable and Combustible Liquids.
- .8 National Institute for Occupational Safety and Health (NIOSH):
  - .1 Occupational Safety and Health Guidance Manual for Hazardous Materials Site Activities: NIOSH Publication No. 85 115.

**1.5 ADMINISTRATIVE REQUIREMENTS**

- .1 Pre-Installation Meetings:
  - .1 Convene pre-installation meeting prior to beginning the work of this Section with the Contractor's Representative and Departmental Representative to:
    - .1 Verify project requirements.
    - .2 Verify existing site conditions adjacent to demolition work.
  - .2 Ensure key personnel and site supervisor attend.

**1.6 INSTRUCTION AND TRAINING**

- .1 Before commencing work, provide to Departmental Representative satisfactory proof that every worker has had instruction and training in potential health hazards of mould exposure, handling of hazardous materials, and in the use of applicable respirators and protective clothing. This training can be performed as part of a program to comply with the requirements of OSHA Hazard Communication Standard 29 CFR 1910.1200.
- .2 Instruction and training must be provided by a qualified construction safety advisor.

**1.7 SUBMITTALS**

- .1 Submittals in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Descriptions of and anticipated quantities in percentages of materials to be salvaged reused, recycled and landfilled.
- .3 Submit copies of certified weigh bills, bills of lading and receipts from authorized disposal sites for material removed from site upon request of Departmental Representative.

Structure Demolition

- .1 Written authorization from Departmental Representative is required to deviate from haulers, facilities and receiving organizations listed in Waste Reduction Work plan.
- .4 Where required by Authorities Having Jurisdiction (AHJ), submit for approval drawings, diagrams or details showing sequence of demolition work and supporting structures.
- .5 Do not commence demolition work, until the Contractor has demonstrated to Departmental Representative that all required permits for the work that have been obtained.

**1.8 QUALITY ASSURANCE**

- .1 Regulatory Requirements: Ensure Work is performed in compliance with CEPA, TDGA, and applicable Territorial regulations.

**1.9 SITE CONDITIONS**

- .1 Environmental Protection:
  - .1 Ensure Work is done in accordance with Section 01 35 43 – Environmental Procedures.
    - .1 Ensure Work does not adversely affect adjacent watercourses, groundwater, and wildlife, or contribute to excess air pollution.
    - .2 Fires and burning of waste or materials (other than unpainted wood) is not permitted on site.
    - .3 Do not bury camp generated materials unless directed by the Departmental Representative to dispose of in the on-site non-hazardous landfill.
    - .4 Do not dispose of waste or volatile materials including but not limited to: mineral spirits, oil, petroleum based lubricants, hazardous materials or toxic cleaning solutions into watercourses.
    - .5 Ensure proper collection and disposal procedures are maintained throughout Work.
  - .2 Do not pump water containing suspended materials into watercourses or onto adjacent land.
  - .3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with AHJ, the Environmental Guideline for Industrial Waste Discharges into Municipal Solid Waste and Sewage Treatment Facilities (GN, 2011) and as directed by the Departmental Representative.
  - .4 Protect native vegetation on site and adjacent properties where indicated.
  - .5 Prevent extraneous materials from contaminating air beyond application area, by providing temporary enclosures during demolition work as required.
  - .6 Cover or wet down dry materials and waste to prevent blowing dust and debris. Control dust on all temporary roads or trails.



Structure Demolition

- .7 Take precautions to support structures as necessary prior to personnel entering and, if safety of building being demolished or adjacent structures or services appear to be endangered, cease operations and notify Departmental Representative.
- .8 Provide safe passage of persons around area of demolition.
- .9 Weather conditions and forecast are to be considered. Do not proceed with demolition work when weather conditions constitute a hazard to the workers and site.
- .10 All personnel engaged in demolition activities are to wear and use protective clothing and equipment required for such work.
- .11 When working with lead-based painted materials and other hazardous materials, workers are to wear protective clothing and equipment acceptable to Labour Canada or Territorial Labour Department as suitable for exposure in the work area and as detailed in Section 02 81 01 – Hazardous Materials. Follow NIOSH guidelines in providing protection for on-site personnel including contract employees, subcontractors, Departmental Representative, Departmental Representative's staff, and other authorized personnel.
- .12 Fluorescent lamp ballasts are to be handled, and general safety precautions followed, as stated below:

**1.10 EXISTING CONDITIONS**

- .1 Structures to be demolished are based on their condition on the date that tender is accepted.
- .2 The information presented in the Supporting Documents, including photographs and inventory tables, provide brief descriptions for structures and facilities to be demolished. These tables and drawings indicate only the major construction details and building systems, and are not to be construed as exact for final demolition requirements. Be responsible for all work described in this Section, which includes the complete demolition of all facilities and structures designated for demolition.
- .3 The information presented in the Supporting Documents indicates types and quantities of hazardous materials that have been previously identified, and must be removed and disposed of in accordance with these Specifications. Should potentially hazardous material, other than that already identified, be encountered in the course of demolition work, stop work immediately, and notify Departmental Representative. Do not proceed until written instructions have been received from Departmental Representative.
- .4 A listing of the components of each facility is presented in Environmental Site Assessment (EBA, 2014). Not all painted surfaces of facilities and structures to be demolished have been sampled and tested for lead. Further testing by Departmental Representative at the beginning of the construction season may identify further material.

Structure Demolition

**1.11 QUALIFICATIONS**

- .1 Contractor and Contractor's workers to be thoroughly familiar with and knowledgeable about existing site conditions, scope of work, and requirements of the Specification.
- .2 Only Contractor's workers able to provide a history of satisfactory experience in the area of hazardous materials management and can satisfy Federal and Territorial requirements will be permitted to supervise and conduct the work of this Section. Contractor's Hazardous Materials Specialist responsible for the work of this Section is to have a minimum of five (5) years of experience in the area of hazardous materials management. This is to include moderate and high risk safe work procedures.
- .3 Follow guidelines such as those established in Occupational Safety and Health Guidance Manual for Hazardous Materials Site Activities: NIOSH Publication No. 85 115.
- .4 Contractor's personnel, who have been trained as described in this Section, are to instruct and direct all workers with respect to the waste management procedures, labour and safety practices to be followed in carrying out the work.
- .5 Provide all workers with protection appropriate to the potential type and level of exposure. Establish specific safety protocols and implement an exposure control plan prior to commencing clean-up activities of an identified or suspect hazardous material.
- .6 Provide suitable personal protective clothing and equipment as required during the course of the work. Supply sufficient quantities and various sizes of protection equipment to fit all site personnel including Departmental Representative, Departmental Representative's staff, and site visitors.
- .7 Trained and certified personnel are required to complete all TDGA documentation and recording requirements.

**1.12 MEASUREMENT FOR PAYMENT**

- .1 Direct costs for the demolition/ dismantling of specified structures will include, but are not limited to:
  - .1 Demolition/ dismantling of the specified buildings, tanks and ancillary structures.
  - .2 Consolidating, hauling and placing all non-hazardous waste debris into the on-site landfill, including, but not limited to: wood, metal, ASTs, drums, rubber, concrete, plastic, and other inert items.
  - .3 Placing and compacting the waste materials to minimize void spaces.
  - .4 Placing and compacting intermediate fill, as required, to ensure the long term integrity of the landfill.
- .2 Include all direct costs for the demolition, waste consolidation and on-site landfilling of the Main Camp Facility in the lump sum price for Item 02 41 16-1, Demolish and landfill Main Camp Facility, as indicated in the Basis of Payment Schedule.

Structure Demolition

- .3 Include all direct costs in lump sum price for Item 02 41 16-2, Dismantle and landfill Tanks and debris from Tank Farm Area as indicated in the Basis of Payment Schedule. Work indicated under lump sum item includes, but is not limited to:
  - .1 Dismantling the eight (8) 500,000 L tanks and four (4) 1,500,000 L tanks.
- .4 Include all direct costs for the demolition/ dismantling, waste consolidation and on-site landfilling of the remaining specified structures in the lump sum price for Item 02 41 16-3, Demolish and landfill remaining structures (Process Plant, Truck Shop, Terminal Buildings and Core Shack not included), as indicated in the Basis of Payment Schedule. Specifically note that:
  - .1 The Process Plant, Truck Shop, Terminal Buildings and Core are not included in the scope of work.
- .5 Separation, removal, and handling of hazardous materials from the buildings will not be included for payment under this section, but is to be provided as indicated in Section 02 81 01 – Hazardous Materials.
- .6 Containerization, transport and disposal of hazardous material will not be included for payment under this section, but is to be provided as indicated in Section 02 81 01 – Hazardous Materials.
- .7 Securing, consolidation or segregation, as required, of liquid organic waste in drums, tanks and pipelines for use or incineration on site or removal by authorized personnel and treatment of rinsate will not be included for payment under this section but is to be provided as indicated in Section 02 81 01 – Hazardous Materials.
- .8 Cleaning of tanks and drums will not be included for payment under this section but is to be provided as indicated in Section 02 81 01 – Hazardous Materials.
- .9 Except as indicated above, work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 Products**

**2.1 WORKER PROTECTION WORKING WITHIN OR ADJACENT TO MOULD ON BUILDING MATERIALS**

- .1 Non-powered disposable filter-type respirator at a minimum of type N95, suitable for protection against mould and acceptable to Territorial or Federal AHJ.
- .2 Disposable gloves.
- .3 Eye protection.
- .4 Disposable paper coveralls are recommended.

Structure Demolition

- .5 No person required to enter Mould Contaminated Work Area to have facial hair that affects seal between respirator and face.
- .6 Eating, drinking and chewing are not permitted in the Mould Contaminated Work Area.
- .7 Before leaving the Mould Contaminated Work Area, dispose of protective clothing as waste as specified.
- .8 Ensure workers wash hands and face at the designated decontamination area after leaving the Mould Contaminated Work Area.

**Part 3 Execution**

**3.1 PREPARATION**

- .1 Temporary Erosion and Sedimentation Control:
  - .1 Provide temporary erosion and sedimentation control measures as needed to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent areas and waterways, according to: requirements of AHJ.
  - .2 Inspect, repair, and maintain erosion and sedimentation control measures during demolition.
  - .3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal after completion of demolition work.
- .2 Protection of in-place conditions:
  - .1 Work in accordance with Section 01 35 43 – Environmental Procedures.
- .3 Surface Preparation:
  - .1 Locate, disconnect and dig-up electrical, telephone service lines and other underground cables and lines entering and adjacent to buildings to be demolished.
  - .2 Disconnect and cap mechanical services;
    - .1 Fuel supply lines: remove in accordance with Authority Having Jurisdiction as directed by Departmental Representative.
    - .2 Sewer and water lines: remove entirely in accordance with Authority Having Jurisdiction as directed by Departmental Representative.
    - .3 Other underground services: remove and dispose of as indicated as directed by Departmental Representative.
  - .3 Do not backfill basement areas until inspected by Departmental Representative.
  - .4 Remove rodent and vermin as required by Departmental Representative.

**3.2 DEMOLITION**

- .1 Remove contaminated, hazardous or dangerous materials, as defined in the Supporting Documents from work areas prior to demolition work.

Structure Demolition

- .2 Demolish the entire structure.
- .3 Leave concrete in place on the Site, as directed by the Department Representative and where it does not pose a physical hazard.
- .4 At the end of each day's work, leave Work in safe and stable condition minimizing or controlling identified hazards.
- .5 Demolish to minimize dusting. Keep materials wetted as directed by Departmental Representative.
- .6 Use sprayer (low velocity, fine mist) to mist (not wet) materials containing mould to be cut, scraped or demolished. Perform work in a manner to reduce dust creation to lowest levels practicable.
- .7 Contain fibrous materials to minimize release of airborne fibres while being transported within facility.
- .8 Remove structural framing.
- .9 Remove and dispose of demolished materials, except where noted otherwise and in accordance with AHJ.
- .10 There are no special requirements for disposal of mould impacted building material, as such they can be disposed of in the on-site landfill.
- .11 Remove the other non-hazardous materials (includes metal, tanks, shingles, rubber, plastic, windows, fibreglass insulation, styrofoam, textiles, porcelain, drums (20 L and 205 L) and other inert items in various locations) store and protect in location designated by Departmental Representative:
  - .1 Conduct the separation of non-hazardous materials from buildings and removal from debris areas. If removal of non-hazardous materials may cause the disturbance of hazardous materials, appropriate PPE must be implemented.
  - .2 Clean drums and tanks and remove residual fluids/fuels from machinery according to Section 02 81 01 – Hazardous Materials.
  - .3 Cut up the tanks; crush the metal materials, drums and machinery.
  - .4 Haul materials to an on-site landfill, compact the materials, and cover the materials as required.
- .12 Remove the liquid organic content, store and protect:
  - .1 Secure all organic content in drums, ASTs, tanks, and fuel lines. This can include, but is not limited to: tightening of all valves, unions, junctions, installation of secondary containment, or transferring of fluids into empty drums.
  - .2 Incinerate on-site, following approved procedures, all organic content that meet the incineration criteria outlined in 02 81 01 – Hazardous Materials.
- .13 Disconnect any existing piping before tank removal and empty tanks as specified:

Structure Demolition

- .1 Purge harmful and flammable vapours from fuel storage tanks in accordance with applicable standards prior to cutting tanks. Upon request, submit the LEL results of volatile organic compound (VOC) testing to Departmental Representative.
- .2 Cut structural steel and bulk tanks in accordance with applicable standards.
- .14 Cut non-hazardous materials in such shapes and sizes as to minimize voids when material is containerized.
- .15 Structure foundations (not including concrete, as mentioned in this section) are to be included in the demolition of all structures.
- .16 At end of each day's work, leave work in safe condition so that no part is in danger of falling.

**END OF SECTION**

Debris and Miscellaneous  
Removals

**Part 1 General**

**1.1 DESCRIPTION**

- .1 The requirements for collection, sorting, handling and landfilling on-site scattered debris throughout the Site.

**1.2 RELATED SECTIONS**

- .1 Section 01 32 18 – Construction Progress Schedules - Bar (GANTT) Chart.
- .2 Section 01 33 00 - Submittal Procedures.
- .3 Section 01 35 15 – Special Project Procedures for Contaminated Sites.
- .4 Section 01 35 32 – Site Specific Health and Safety Plan.
- .5 Section 01 35 43 – Environmental Procedures.
- .6 Section 02 41 16 – Structure Demolition.

**1.3 REFERENCES**

- .1 Canadian General Standards Board (CGSB):
  - .1 CAN/CGSB-1.205-2003, Sealer for Application of Asbestos Fibre Releasing Materials.
- .2 Department of the Environment, Government of Nunavut:
  - .1 Environmental Guideline for Contaminated Site Remediation (2009).
- .3 Health Canada/Workplace Hazardous Materials Information System (WHMIS) Material Safety Data Sheets (MSDS).
- .4 Indigenous and Northern Affairs Canada:
  - .1 Abandoned Military Site Remediation Protocol. Volume 1 – Main Report (2009).

**1.4 DEFINITIONS**

- .1 Known debris: Scattered or accumulated visible debris on existing ground surface, including open storage areas, partially buried debris within 0.5 metres of the existing ground, or debris located within the upper 1 m of water and consisting of non-hazardous material, and that:
  - .1 have been identified as debris to be removed; or
  - .2 is located approx. within 50 metres of any access road or water course on the site.

Debris and Miscellaneous  
Removals

- .2 Unknown debris: Scattered debris on the existing ground surface, partially buried debris and/or debris that may be exposed during site remediation consisting of hazardous and/or non-hazardous material other than the Known Debris.
- .3 Non-hazardous materials: Materials that are not designated as hazardous under Territorial or Federal Legislation. Material and which do not meet the definition of hazardous materials as defined in Section 02 81 01 – Hazardous Materials.
- .4 Physical hazard: Poses a slip, trip or fall risk to personnel and wildlife, risk to damage any vehicle (for example ATV, snowmobile, etc.).

**1.5 MEASUREMENT FOR PAYMENT**

- .1 Include all direct costs for the collection, handling and landfilling at the on-site landfill of all known non-hazardous debris and miscellaneous removals in the lump sum price for, Item 02 41 23-1 – Debris and Miscellaneous Removals in the Basis of Payment Schedule.
- .2 An inventory of the known debris and miscellaneous materials at the site is provided in the Supporting Documents.
- .3 The scope of work for payment Item 02 41 23-1 is to include, but is not limited to:
  - .1 Collection, segregation, stockpiling, temporary storage, and hauling as needed before incineration or landfilling on site of all known non-hazardous debris from the Site to disposal on site as per the regulations listed in this Specification or other related Sections.
  - .2 Landfilling all known non-hazardous debris as appropriate.
  - .3 Provide and operate a drum crusher on site, including provision of all required absorbent materials to contain spills and/or contaminated run-off. Handling and disposal of contaminated soils produced from the drum crushing operations will not be paid to the Contractor for this task.
- .4 The collection and disposal of the vehicles and other machinery will not be measured separately. Payment will be included under Item 02 41 23 – 1, as indicated in the Basis of Payment Schedule.
- .5 Collection and disposal of liquids from within vehicles and machinery.
- .6 The following work items will be incidental to the work described in this Section, and will not be measured separately:
  - .1 Cutting, crushing and placement of this material in the non-hazardous stockpiles, if required, before on-site landfill disposal.
  - .2 Collection and sorting, as required of all non-hazardous debris.
  - .3 Reshaping or re-grading areas associated with the removal of debris.
  - .4 Labour, materials and equipment required to remove existing buried or partially buried materials, or visible foreign materials along the shoreline or in the lake of the site limits, as shown on the drawings.



Debris and Miscellaneous  
Removals

- .7 Collection and disposal of hazardous materials will not be included for payment under this section, but is to be provided as indicated in Section 02 81 01 - Hazardous Materials. .7 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 PROTECTION PROCEDURES**

- .1 When excavating in the vicinity of a drainage course or a body of water, erect silt fences and/or floating silt curtains to prevent the release of sediment or deleterious materials into the water.
- .2 Environmental protection measures, including containment of ash from burning of untreated wood, are to be in accordance with the requirements specified in Section 01 35 43 - Environmental Procedures.
- .3 Remove oil, antifreeze, fuel and brake fluid from vehicles and equipment to be shipped and disposed of off-site in accordance with the applicable regulations and guidelines.

**3.2 REMOVAL AND SORTING**

- .1 Examine the site in order to assess the material type and nature of the debris.
- .2 Leave concrete pads in place on the site, as directed by the Department Representative and where it does not pose a physical hazard, as defined in Section 02 41 16.
- .3 Continually monitor the operation to identify potentially hazardous material.
- .4 Immediately stop the local operation if suspected hazardous material or hazardous debris is identified and report to the Departmental Representative.
- .5 Remove, segregate, store and haul non-hazardous materials, to the on-site landfill as described in Section 02 41 16 – Structure Demolition.
- .6 Store all suspicious material in a secured area and in secured containers, if the nature of the material or debris cannot be confirmed, notify Departmental Representative about the findings. Testing for classification of hazardous products will be carried out and paid for by Departmental Representative.

Debris and Miscellaneous  
Removals

- .7 Clean all empty drums and those drums full of aqueous liquid waste, in accordance with the requirements of Section 02 81 01 – Hazardous Materials. Crush the clean, empty drums without leachable lead paint in a manner to reduce the total original drum volume by a minimum of 75 percent. Crush the clean, empty drums with leachable lead paint in accordance with the requirements of Section 02 81 01 – Hazardous Materials.
- .8 Advise Departmental Representative of any stained soils encountered during debris removal operations. If authorized by Departmental Representative, excavate stained and contaminated soil areas identified during debris removal operations, in accordance with the requirements of Section 02 61 00.01 – Soil Remediation. Testing for classification and confirmatory testing will be carried out and paid for by Departmental Representative.

**END OF SECTION**

Soil Remediation

**Part 1 General**

**1.1 DESCRIPTION**

- .1 Related Sections
  - .1 Section 01 33 00 - Submittal Procedures.
  - .2 Section 01 78 00 - Closeout Submittals.
  - .3 Section 01 35 32 – Site Specific Health and Safety Plan.
  - .4 Section 01 35 43 – Environmental Procedure.

**1.2 DEFINITIONS**

- .1 Petroleum Hydrocarbon impacted soil (PHC Soil) as described in the Supporting Documents.
- .2 Clean soil: Soil that has been sampled, analyzed, and determined to have concentrations of the above listed contaminants below the above defined guideline.
- .3 Ex-Situ Treatment: Ex-situ refers to soil which has been excavated for treatment; and water which has been removed for treatment.
- .4 Land Farming System: Technology is used to treat soil contaminated by petroleum hydrocarbons through enhanced bio-remediation. Bio-remediation can be accelerated through the use of aeration, nutrients, fertilizers, oxidizers, and water.
- .5 Low Temperature Thermal Desorption: Technology is used to treat soils contaminated by organic compounds (halogenated or not) and fuels. It is not appropriate for use with inorganic contaminants. Note that a supply of fuel is required.
- .6 Root Zone Soil/Topsoil: The upper most layer of soil that contains organic matter and typically has a darker color due to the addition of humic acids (via organic matter decomposition).
- .7 Can range in depth, but at this location typically 5 – 10 cm thick.

**1.3 REFERENCES**

- .1 Applicable environmental and health and safety laws and regulations for the Nunavut Territory and Canada.
- .2 Indigenous and Northern Affairs Canada (INAC):
  - .1 Abandoned Military Site Remediation Protocol (AMSRP). Volume 1-Main Report (2009)
- .3 Canadian Soil Quality Guidelines for the Protection of Environmental and Human Health (PEHH) by Canadian Council of Ministers of the Environment (CCME), 2007.
- .4 Transport Canada (TC):

Soil Remediation

**1.4 SUMMARY OF WORK**

- .1 Consolidation and treatment of PHC Soil to meet the AMSRP (INAC, 2009).
- .2 Work Includes:
  - .1 Obtaining required federal/territorial permits and Certificates of Approval for operation of systems.
  - .2 Provide materials, tools and facilities required for soil remediation.
  - .3 Specification of final treatment design and facilities required for soil treatment.
  - .4 Preparation of treatment area layout and/or installation of hydrocarbon contaminated soil treatment equipment and/or any additional treatment options chosen by the Contractor.
  - .5 Implementation of safety work zones, Site-Specific Health and Safety Plans and Emergency Response Plans.
  - .6 Consolidation of all PHC Soil, lined Stage 1 and Stage 2 Tank Farm Areas available for use.
  - .7 Determine treatment performance for PHC Soil.
  - .8 Interpretation of analysis data, data quality analysis, evaluation of hydrocarbon contaminated soil treatment progress, determination and implementation of the petroleum hydrocarbon contaminated soil treatment system and/or procedure to achieve objectives defined in the contract.
  - .9 Ensure that treatment has no negative impact on the environment.
  - .10 Construction of water control and recovery structures (if required).
  - .11 Management of contaminated waters generated during soil remediation work, including separation, recovery, and disposal of free product (if required).
  - .12 Dismantling facilities following acceptance of final report by Departmental Representative.

**1.5 QUALIFICATIONS**

- .1 Provide detailed descriptions of firm and sub-contractors, indicating experience in soil treatment and in running such systems. Provide descriptions of similar systems used in past five years including names of individuals in charge of such systems.
- .2 Identify members of project team including project manager. Define experience, education and training, qualifications, tasks and responsibilities of each team member. Supply résumés of key technical and management staff.
- .3 Be thoroughly familiar with and knowledgeable about existing site conditions, scope of work and requirements of the Specification.
- .4 Guidelines such as those established in NIOSH Publication No. 85-115, or Hazardous Waste Worker Training Manual: Canadian LIUNA-Contractors Training Council, 1992 must be followed at all times.

Soil Remediation

- .5 Handling of hazardous materials is to be directly supervised by Contractor's personnel who have successfully completed a 40 hour training course for Hazardous Waste Operations and Emergency Response (HAZWOPER) in compliance with OSHA 29 CFR 1910.120 or other approved equivalent training courses such as the Canadian Hazardous Waste Workers Program.
- .6 Contractor's personnel trained as described in this Section are to instruct and direct all workers with respect to the waste management procedures and labour and safety practices to be followed in carrying out the work.
- .7 Provide workers, Departmental Representative and Departmental Representative's staff when required with personal protection equipment appropriate to the potential type and level of exposure. Establish specific safety protocols in the Site Specific Health and Safety Plan.
- .8 Provide suitable safety clothing and personal protective equipment as required during the course of work.
- .9 Trained and certified personnel are required to complete all Transportation of Dangerous Goods Act (TDGA) and International Air Transport Association (IATA) training, documentation and recording requirements.

**1.6 SYSTEM DESCRIPTION**

- .1 Design Requirements:
  - .1 Soil Remediation Technology is required to meet the AMSRP guidelines. Proven Contractor process knowledge of the remedial technique is needed to achieve the remedial goals.

**1.7 SUBMITTALS**

- .1 Provide submittals in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Provide Detailed Soil Remediation Plan in accordance with section 01 33 00 – Submittal Procedures within thirty (30) days of contract award. Plan includes the following as a minimum:
  - .1 Information on proposed technology required to meet remedial objectives including, but not limited to:
    - .1 Environmental impact[s].
    - .2 Treatment methods
    - .3 Contingencies for weather delays.
    - .4 Remediation schedule.
    - .5 Sampling procedures and frequency.

**1.8 QUALITY ASSURANCE**

- .1 Regulatory Requirements.

Soil Remediation

- .1 Perform work in accordance with:
- .2 Acts, regulations, laws, guidelines, codes of practice, directives and policies of government authorities pertaining to: environment; noise; water supply; wastewater; air quality; health and safety; transportation; waste management; and wildlife.
- .3 WHMIS.
- .4 Canadian Environmental Protection Act.
- .5 The Fisheries Act.
- .6 Migratory Birds Convention Act.
- .7 Migratory Birds Regulations.
- .2 Certifications:
  - .1 All analytical work conducted on behalf of the Contractor and/or Departmental Representative must be conducted by a certified, accredited laboratory (under the Standards Council of Canada (SCC) and CALA) for the parameters of concern.
  - .2 QA/QC procedures must be explained in detail.
- .3 Field Samples:
  - .1 The Departmental Representative shall take field samples to verify remedial activities. The Departmental Representative shall indicate position of sampling points, sampling method and frequency, number of samples collected, sample preservation and analytical techniques, number of samples analyzed, parameters measured and turnaround time, chain of custody procedures, quality control samples as outlined by federal or territorial regulations.

**1.9 DELIVERY, STORAGE, AND HANDLING**

- .1 Contaminated Soil:
  - .1 Storage and stockpiling of contaminated soil must be performed to minimize and ensure that no environmental release occurs. Analysis, transport and remediation of contaminated soil must be performed in accordance with federal regulations.
  - .2 Store non-contaminated soil only on non-contaminated site surface areas. Ensure no contact between non-contaminated excavated soil and drainage or contaminated water or contaminated soil.
  - .3 Segregate root zone soil from non-contaminated and contaminated sub-soils.
  - .4 Prevent compaction of root zone soil such that it can be reused during site reclamation.
  - .5 Segregate non-contaminated materials for reuse as backfill.

Soil Remediation

**1.10 SEQUENCING**

- .1 When floating free product is present, remove free product from saturated soil without further contaminating soil or groundwater prior to commencing other decontamination Work.
- .2 Collect free product, if present, for treatment, incineration, or off-site disposal.
- .3 Decontaminate equipment used in decontamination procedures before removing equipment from job site.

**1.11 MEASUREMENT OF PAYMENT**

- .1 Include all direct costs in a unit cost for Item 02 61 00.01-1 Treat the PHC Soil, as indicated in the Basis of Payment Schedule. The unit costs includes, but is not limited to:
  - .1 Costs for consolidating contaminated soil.
  - .2 The treatment and analytical testing required to meet guidelines according to AMSRP.
  - .3 Equipment, materials and supplies required to treat PHC Soil.
- .2 The following activities are considered incidental to the work identified by Items 02 61 00.01-1 in the Basis of Payment Schedule and will not be measured separately:
  - .1 Dewatering of excavations.
  - .2 Dust suppression.
  - .3 Any necessary excavation to facilitate testing of contaminated soils.
  - .4 Equipment decontamination, including preparation and operation of the equipment decontamination area.
  - .5 Provision of all necessary safety equipment and clothing, as specified in Section 01 35 32 – Site Specific Health and Safety Plan.
  - .6 All field screening tool or techniques for confirmatory soil sampling.
  - .7 Any necessary work to facilitate Departmental Representative confirmatory sampling.
  - .8 Any requirements of permits.
  - .9 Hauling/transporting contaminated soil around site and/or to staging area.
  - .10 Grading of backfilled excavations to prevent ponding and contouring in with the surrounding terrain, as directed Departmental Representative.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

Soil Remediation

**Part 3 Execution**

**3.1 EXAMINATION**

- .1 Site Verification of Conditions.
  - .1 Determine site conditions prior to submitting Remediation Plan.

**3.2 PREPARATION**

- .1 Protection:
  - .1 Keep excavation sites water free throughout work and manage recovered water according to contamination level and federal/territory regulations.
  - .2 Provide temporary structures to divert flow of surface waters from excavation.
  - .3 Provide safety measures to ensure worker and public safety.
  - .4 Consult Departmental Representative regarding potential site specific geotechnical considerations.
- .2 Application:
  - .1 Soil Management;
    - .1 Store, transport, and eliminate off-site or treat residues generated by soil treatment process in accordance with applicable federal and / or territorial standards, requirements and regulations.
  - .2 Air Management;
    - .1 Comply with applicable air regulations.
  - .3 Treat or incinerate residues, including free product (if present) generated by water treatment process in accordance with federal and or territorial standards, requirements and regulations or store, transport and dispose of off-site.

**3.3 METHOD OF REMEDIATION**

- .1 Treat contaminated soil using industry accepted technology and / or process, as to meet the AMSRP guidelines or the CCME PEHH guidelines (where AMSRP guidelines do not exist)/ Consideration of the technologies should be incorporated into Contractors remediation plan or an alternative that will meet the remedial goals of the project.
- .2 PHC Soils are delineated in the Supporting Documents:
  - .1 Layout and excavate areas of contaminated soil to the limits as indicated. All layouts are to be field verified by Departmental Representative prior to excavation.
  - .2 Remove all surface debris prior to excavation. Remove all debris from excavated soil, sort and stock pile accordingly.
  - .3 Strip and stockpile separately any root zone soil if present.
  - .4 Protect non-contaminated soils from contaminated soil.



#### Soil Remediation

- .5 Suppress dust generated during excavation and hauling operations with water spray. Prevent surface water from entering the excavated area.
- .6 Dewater excavations, as required. Maintain soil excavations free of pooled water during soil removal, and confirmatory sampling activities. Comply with the requirements of the wastewater discharge criteria indicated in Section 01 35 15 - Special Project Procedures for Contaminated Sites.
- .7 When excavating within 30 metres of a drainage course or a water body, erect silt fences, floating silt curtains and/or containment berms to prevent the release of sediment and materials into the water.
- .8 Clean the excavating equipment including buckets and tracks of soil prior to mobilizing to the next contaminated soil area. Collect and dispose of the removed soil in accordance with the contaminated soil designation. Take special precautions to mitigate the tracking of contaminated soil over the site area.
- .9 Excavate all contaminated soil into approved containers, stock piles and/or treatment areas.
- .10 Transport all contaminated soil to the appropriate treatment area.
- .11 Use appropriate technology within the treatment area to remediate the contaminated soils to the meet the AMSRP guidelines and/or the CCME PEHH guideline.
- .12 Special consideration to be made with respect to meeting remedial objectives and project completion timelines.
- .13 The Departmental Representative will collect confirmatory soil samples after reaching the contaminated soil excavation limits indicated on the Drawings and once notified by the Contractor. No further excavation of the soil will proceed until the results of confirmatory samples are assessed by Departmental Representative.
- .14 Upon Contractor notification to the Departmental Representative that an excavation is ready to have confirmatory sampling conducted, there shall be no operation of equipment within the identified contaminated soil area(s) until Departmental Representative has confirmed, based on the analytical results of confirmatory testing, that no further excavation of contaminated soil in the area is required.
- .15 Restore excavated areas after approval from the Departmental Representative.

### 3.4 RESTORATION

- .1 Backfill excavations and compact soil to density similar to adjacent natural soil upon completion of soil remediation. Ensure confirmatory sampling results indicate that contaminant concentrations are in compliance with applicable guidelines prior to backfilling. Confirmatory sampling results must be verified by Departmental Representative prior to backfilling.
- .2 Re-instate surface grading to give site same appearance as before remediation work.

Soil Remediation

- .3 Clean access road of contamination resulting from project activity at request of Departmental Representative.

**3.5 EQUIPMENT DECONTAMINATION**

- .1 Decontaminate equipment that comes into contact with the contaminated soils by steam cleaning or other means acceptable to the Departmental Representative in a separate area capable of containing the waste generated by cleaning operations. Decontaminate as outlined in Section 01 35 15 – Special Project Procedures for Contaminated Sites.
- .2 Collect and dispose of any contaminated soil that leaks, spills or otherwise leaves the equipment during transport from the area of work to the decontamination area.
- .3 Remove and dispose of material that becomes contaminated as a result of Contractor's operation at no additional cost.
- .4 Dispose of liquid waste in accordance with the wastewater discharge criteria outlined in
- .5 Section 01 35 15 – Special Project Procedures for Contaminated Sites.
- .6 Treat any waste soil resulting from the decontamination procedure as hydrocarbon contaminated soil or metal contaminated soil depending on the source of the material and handle accordingly.

**END OF SECTION**

**Part 1 General**

**1.1 DESCRIPTION**

- .1 The section specifies the requirements for the collection and containerization of Hazardous Materials including the following:
  - .1 Collection of Known Hazardous Materials as indicated in the Supporting Documents.
  - .2 On-site transport of the containerized Hazardous Materials to the Temporary Storage Area for disposal off site.

**1.2 RELATED SECTIONS**

- .1 Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.
- .2 Section 01 33 00 – Submittal Procedures.
- .3 Section 01 35 15 – Special Project Procedures for Contaminated Sites.
- .4 Section 01 35 32 – Site Specific Health and Safety Plan.
- .5 Section 01 35 43 – Environmental Procedures.
- .6 Section 02 41 16 – Structure Demolition.
- .7 Section 02 41 23 – Debris and Miscellaneous Removals.
- .8 Section 02 61 00.01 – Soil Remediation.

**1.3 REFERENCES**

- .1 Health Canada / Workplace Hazardous Materials Information System (WHMIS):
  - .1 Material Safety Data Sheets (MSDS).
- .2 National Research Council Canada Institute for Research in Construction (NRC-IRC):
  - .1 National Fire Code of Canada, 2010.
- .3 Canadian Environmental Protection Act, 1999 (CEPA 1999):
  - .1 Export and Import of Hazardous Materials and Hazardous Recyclable Material Regulations (SOR/2005-149).
  - .2 Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR / 2008-197).
  - .3 Interprovincial Movement of Hazardous Waste Regulation (SOR/2002-301).
- .4 Transport Canada (TC):
  - .1 Transportation of Dangerous Goods Act, 1992 (TDG Act) 1999, (c. 34).
  - .2 Transportation of Dangerous Goods Regulations (SOR/2012-245).

### Hazardous Materials

- .5 Department of the Environment, Government of Nunavut:
  - .1 Environmental Guideline for the Burning and Incineration of Solid Waste (2012).
  - .2 Environmental Guideline for the General Management of Hazardous Materials (2010).
  - .3 Environmental Guideline for Contaminated Site Remediation (2009).
  - .4 Environmental Guideline for Industrial Waste Discharges (January 2002).
  - .5 Environmental Guideline for Mercury-Containing Products and Waste Mercury (2010).
  - .6 Environmental Guideline for Waste Paint (2010).
  - .8 Environmental Guideline for Ozone Depleting Substances (2011).
  - .9 Environmental Guideline for Waste Antifreeze (2011).
  - .10 Environmental Guideline for Waste Batteries (2011).
  - .11 Environmental Guideline for Waste Lead and Lead Paint (2011).
  - .12 Environmental Guideline for Waste Solvent Division (2011).
- .6 Indigenous and Northern Affairs Canada:
  - .1 Abandoned Military Site Remediation Protocol. Volume 1 – Main Report (2009).
- .7 United States Department of Labor Occupational Safety and Health Administration (OSHA):
  - .1 Occupational Safety and Health Guidance Manual for Hazardous Materials Site Activities: NIOSH Publication No. 85 115.
- .8 Environment Canada:
  - .1 Environmental Code of Practice on HALONS (1996).
  - .2 Environmental Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems (1996).

## 1.4 DEFINITIONS

- .1 Dangerous Goods: Product, substance, or organism specifically listed or meets hazard criteria established in Transportation of Dangerous Goods Regulations.
- .2 Hazardous Material: Items or debris no longer used for their original purpose; now hazardous and intended for recycling, treatment or disposal. Also, material that is designated as “hazardous” under Nunavut Territorial or Federal Legislation; or as a “dangerous good” under the TDGA. The following substances, typical of remote Arctic sites, are designated as “hazardous” in accordance with the aforementioned legislation:
  - .1 Total lead in paint on aboveground storage tanks (ASTs).
  - .2 Mercury vapour in fluorescent lights, elemental mercury in thermostats.
  - .3 Fire extinguishers.
  - .4 Compressed gas cylinders.

Hazardous Materials

- .5 Refrigerant items.
  - .6 Contaminate Soil.
  - .7 Organic liquid content in drums, ASTs, tanks, and containers.
  - .8 Materials in ASTs, tanks, containers and non-flammable cabinets (includes glycol, powder, liquid, solid hazardous chemicals and materials).
  - .9 Batteries
- 
- .3 Lead-based paint (LBP) coated materials: Material that is coated with lead based paint that has been analyzed and determined to contain total lead concentrations in excess of 600 ppm.
  - .4 "Processing" refers to the sampling, testing, packaging, and containerization of hazardous materials.
  - .5 Packaging container: The type of container required to contain the hazardous material placed in it, as required by the TDGA.
  - .6 Shipping container: The container into which the packaging containers are placed for purposes of shipping to an off-site disposal facility.
  - .7 Temporary Storage Area: The designated area, approved by Departmental Representative, for the storage of packaging and/or shipping containers prior to transport off site Requirements for the Temporary Storage Area are outlined in Section 01 52 00.
  - .8 Free product: Separated phase liquid petroleum hydrocarbon product.
  - .9 Contractor's Designated Hazardous Waste Disposal Facility: A Licensed Hazardous Waste Disposal Facility designated by the Contractor for the disposal of all hazardous materials specified under the provisions of this contract. The facility must be pre-approved by the Departmental Representative prior to beginning work. Contractor must provide documentation from the Designated Hazardous Waste Disposal Facility indicating full responsibility for all hazardous materials accepted from the site.
  - .10 Known Hazardous Material: Material designated as hazardous in accordance with the definition of hazardous materials in this Section, and which is identified for collection and disposal.
  - .11 Unknown Hazardous Material: Material designated as hazardous in accordance with the definition of Hazardous Materials material in this section, and which has not been specifically identified for collection and disposal as part of other work components.
  - .12 Calibrated scale: A scale that has been calibrated using a minimum of 3 known weights to ensure the scale is outputting the correct measurement. Known weights must be within the range of weights of materials being weighted. Calibration entails placing a known weight on the scale and then the scale is adjusted until it yields a correct corresponding weight measurement.

Hazardous Materials

**1.5 SUBMITTALS**

- .1 Submit in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Product Data:
  - .1 Submit two (2) copies of WHMIS MSDS in accordance with Section 02 81 01 – Hazardous Materials.
  - .2 Submit qualifications and training certificates for all Contractor's personnel performing Work as described under this Section prior to commencing Work.
  - .3 Submit waste transport manifests and chains of custody to the Authority Having Jurisdiction (AHJ), as required, in accordance with applicable regulations.
  - .4 In the event of an environmental incident or damage to waste containers, notify the Departmental Representative and applicable Authority Having Jurisdiction.

**1.6 QUALIFICATIONS AND PERSONAL PROTECTION**

- .1 Contractor's workers must be thoroughly familiar with and knowledgeable about existing site conditions, scope of work, and requirements of the Specification.
- .2 Only Contractor's workers able to provide a history of satisfactory experience in the area of hazardous materials management and can satisfy Federal and Territorial requirements will be permitted to supervise and conduct the work of this Section. Contractor's Hazardous Materials Specialist responsible for the work of this Section is to have a minimum of five (5) years of experience in the area of hazardous materials management.
- .3 Follow guidelines such as those established in Section 1.3 References.
- .4 Any activity involving the handling of hazardous materials is to be supervised directly by Contractor's personnel who have successfully completed a forty (40) hour training course for hazardous materials activities in compliance with OSHA 29 CFR 1910.120 or other approved equivalent training courses such as the Canadian Hazardous Materials Workers Program.
- .5 Contractor's key personnel responsible for the removal of leachable lead coatings must demonstrate an appropriate level of experience in the lead control and abatement industry.
- .6 Contractor's personnel, who have been trained as described in this Section, are to instruct and direct all workers with respect to the waste management procedures and labour and safety practices to be followed in carrying out the work.
- .7 Provide all workers with protection appropriate to the potential type and level of exposure.
- .8 Establish specific safety protocols prior to commencing clean-up activities.
- .9 Provide suitable personal protective clothing and equipment as required during the course of the work. Supply sufficient quantities and various sizes of PPE to fit all site

Hazardous Materials

personnel including Departmental Representative, Departmental Representative's staff, and site visitors:

- .1 Trained and certified personnel are required to complete all TDGA documentation and recording requirements.

**1.7**

**MEASUREMENT FOR PAYMENT**

- .1 Include all direct costs in lump sum price for Item 02 81 01-1, Dismantle Lead-Based Paint coated ASTs, as indicated in the Basis of Payment Schedule. Work indicated in lump sum item includes, but is not limited to:
  - .1 Mechanically or chemically remove Blue LBP from strip-sections of the ASTs to facilitate paint free cutting.
  - .2 Cut along paint-free sections of the ASTs to dismantle/ break down the ASTs into manageable pieces for storage and staging.
  - .3 Haul and stage cut sections to the Temporary Storage Area.
- .2 Include all direct costs in lump sum price for Item 02 81 01-2, Consolidate and Incinerate Organic Liquid Wastes or remove off-site for disposal, as indicated in the Basis of Payment Schedule. Work indicated in lump sum item includes, but is not limited to:
  - .1 Securing the organic liquids in tanks, ASTs, drums and pipeline.
  - .2 Transfer of organic liquids into drums, as required.
  - .3 Any and all analytical testing of liquid organics required for re-use, incineration, or by the Contractor's Designated Hazardous Waste Disposal Facility and territorial regulations as applicable.
  - .4 All costs associated with storage, transfer and use if used by Contractor on site.
  - .5 Preparation, handling, collection, and on-site incineration of drum and tank contents meeting the incineration criteria.
  - .6 Treatment and disposal of all rinsate generated during drum and tank cleaning.
- .3 Include all direct costs in lump sum price for Item 02 81 01-3, Depressurize Gas Cylinders and Fire Extinguishers, as indicated in the Basis of Payment Schedule. Work indicated in lump sum item includes, but is not limited to:
  - .1 Assessing the contents of the cylinders and extinguishers.
  - .2 If the appropriate, depressurizing and evacuating the cylinders.
  - .3 If the contents cannot be depressurized on site, placing the cylinders in an approved container and shipping off site for disposal at Contractor's designated Hazardous Material Waste Disposal Facility.
- .4 Include all direct costs in lump sum price for Item 02 81 01-4, Remove All Other Hazardous Waste off-site for disposal (materials from Process Plant not included), as indicated in the Basis of Payment Schedule. Work indicated in lump sum item includes, but is not limited to:

Hazardous Materials

- .1 Any and all analytical testing of materials required by the Contractor's Designated Hazardous Waste Disposal Facility and territorial or provincial regulations as applicable.
  - .2 Preparation and submission of waste transport manifests to the Departmental Representative to meet all requirements of the TDGA and Regulations and Interprovincial Movement of Hazardous Waste Regulation (IMHWR).
  - .3 Management of a Temporary Storage Area as required prior to and during transport to Contractor's Designated Hazardous Waste Disposal Facility. The development, operation, and closure of the Temporary Storage Area will be paid for as specified in Section 01 52 00 – Construction Facilities.
  - .4 Permitting, transport, and off-loading of the containerized hazardous materials at the Contractor's Designated Hazardous Waste Disposal Facility.
  - .5 Disposal of hazardous materials at the Contractor's Designated Hazardous Waste Disposal Facility.
  - .6 Tracking and submittals of all appropriate documentation to Departmental Representative and AHJ.
  - .7 The supply and transport to site the containers required to transport hazardous materials. This includes packaging, labels, signage, materials required within the transport vessel required for safe and secure transport.
  - .8 Containers must be approved for the type of waste to be transported.
  - .9 Containerized hazardous waste shall meet all the requirements of the TDG Act and Regulations CEPA Regulations, Interprovincial Movement of Hazardous Waste Regulation and all other applicable Regulations.
  - .10 Signs, barricades required to complete the Work.
  - .11 All costs associated with repackaging of container contents resulting from the Contractor failing to properly pack and secure the container and/or its contents.
  - .12 Additional costs for analytical testing and/ or transport should materials not be acceptable for receipt at the Contractor's Hazardous Waste Disposal Facility.
- .5 Except as otherwise indicated herein, Work under this section will not be measured. Include all costs in Item BOPC-1, Balance of Project Costs in the Basis of Payment Schedule. Indicate the cost of this Work as a separate line item in the cost breakdown specified in Section 01 32 18 – Construction Progress Schedules – Bar (GANTT) Chart.

**Part 2 PRODUCTS**

**2.1 2.1 MATERIALS**

- .1 Description:
  - .1 Bring on site only quantities of hazardous material required to perform Work, if any.



## Hazardous Materials

- .2 MSDS for suggested hazardous materials are to be approved by the Departmental Representative prior to transporting to site.
- .3 Upon approval, maintain MSDS in proximity to where materials are being used. Communicate this location to personnel who may have contact with hazardous materials.

### 2.2 HAZARDOUS MATERIALS CONTAINERS

- .1 Hazardous Materials Containers:
  - .1 Containers must satisfy the requirements of the most recent edition of the TDGA and Regulations, and in particular, the requirements for intermediate bulk containers for air/ ground transport of hazardous materials.
  - .2 Containers are to include all necessary liners to satisfy the TDGA requirements for air/ ground transport.
- .2 With respect to packaging and containerization requirements of hazardous materials, all requirements of the TDGA and Regulations and CEPA Interprovincial Movement of Hazardous Waste must be met.
- .3 Departmental Representative must direct and inspect all hazardous material packaging upon arrival and prior to shipment.

### 2.3 SOLVENT (DRUM RINSE)

- .1 Minimum flash points within the MSDS for solvents must be submitted to Departmental Representative prior to shipment to the site. The solvent shipped to the site is to remain the property of Contractor.

## Part 3 EXECUTION

### 3.1 GENERAL REQUIREMENTS

- .1 Conduct all work in accordance with all appropriate Federal, Provincial and Territorial legislation, and international conventions.
- .2 Shipping and receiving hazardous materials are to be licensed under the TDGA and Regulations, and appropriate Federal, Provincial and Territorial environmental Acts and regulations.
- .3 Only trained individuals or individuals working under the direct supervision of trained persons are to handle or transport dangerous goods.
- .4 Establish a Temporary Storage Area at the site as specified in Section 01 52 00 – Construction Facilities, to provide a secure area for hazardous material prior to shipment for disposal as described in this Section.

Hazardous Materials

**3.2 PROTECTION**

- .1 Perform all work in an environmentally acceptable manner. Comply with requirements of Section 01 35 43 – Environmental Procedures.
- .2 Avoid releasing any hazardous materials into the environment during handling and storage.
- .3 In the event of a spill, implement the emergency response plan and take appropriate action.
- .4 When working with PCB-containing materials, leachable lead materials, asbestos, and other contaminants, workers must wear protective clothing and equipment acceptable to the Territorial Labour Department suitable for exposure in the work area. Follow National Institute for Occupational Safety and Health (NIOSH) guidelines in providing protection for on-site personnel including contract employees, subcontractors, Departmental Representative, Departmental Representative's staff, and other authorized personnel or visitors.
- .5 Any wastewater created from the cleaning of fuel tanks, pipelines and barrels is to conform to the wastewater discharge criteria in Section 01 35 15 – Special Project Procedures for Contaminated Sites prior to release. Wash water should be treated to meet the discharge criteria, or dispose of any liquid effluent not conforming to the Discharge Criteria as a waste material at Contractor's own cost, in accordance with the requirements of this Section.
- .6 Departmental Representative is to carry out baseline soil sampling and analyses of the temporary storage area and area where hazardous materials will be processed, prior to commencing work, and confirmatory sampling following the decommission of the areas. The Contractor is responsible for any soil impacts resulting from the improper storage and handling of hazardous materials over the duration of site activities. In the event of such impacts, the Contractor is to submit to Departmental Representative a plan for site remediation in accordance with all Federal and Territorial Regulations to be enacted upon immediately following approval by Departmental Representative. All clean-up costs, including but not limited to excavation and disposal, will be borne by Contractor.
- .7 PPE, as per Section 01 35 32, Site Specific Health and Safety Plan, is to include clothing, protective suits, respirators, etc. in accordance with NIOSH Guidelines and to comply with anticipated and potential emergency conditions.
- .8 Site personnel in the vicinity of the debris removal operations or handling hazardous material are required to wear PPE in accordance with NIOSH guidelines.
- .9 Provide a full range of clean-up and protective equipment at the site to contain and clean-up spills, and protect personnel, as detailed in the Spill Contingency plan and specified in Section 01 35 32 – Site Specific Health and Safety Plan. The clean-up equipment is to include booms (sorbent and containment), sorbents for clean-up, fire extinguishers for A-B-C fires, overpacks for contaminated soils, pumps, hand shovels, picks and containment barriers, such as plastic sheeting. Personal protective equipment

### Hazardous Materials

is to include clothing, protective suits, respirators, etc. to comply with potential emergency conditions and in accordance with NIOSH guidelines.

- .10 Vent non-ventilated gas cylinders and fire extinguishers in a remote and safe area acceptable to Departmental Representative. Stockpile empty and ventilated gas cylinders and fire extinguishers as non-hazardous waste. Do not explode or vent cylinders known or suspected to contain any ozone depleting substances. Containerize these materials in accordance with TDGA packaging standards.
- .11 The contractor is responsible for safely venting, containerizing and disposing of all unknown substances within pressurized cylinders and fire extinguishers that are on site.

### 3.3 MATERIALS PROCESSING AREAS

- .1 Establish hazardous materials processing areas for the purpose of:
  - .1 Sorting, packaging, sampling, and processing of unknown and known hazardous materials.
  - .2 Consolidation of compatible liquids and sediments.
  - .3 Processing of drums and drum contents, including transferring of liquids for reuse into appropriate containers, incineration of remaining organic liquids meeting incineration criteria, packaging for off-site shipment, and cleaning of drums.
- .2 Establish hazardous materials processing areas to:
  - .1 Minimize the handling of hazardous materials.
  - .2 Provide for the sampling, testing, and packaging of hazardous materials, drum contents and wash water,
  - .3 Accommodate the volume of material and number of drums to be processed at any one time.
  - .4 Isolate hazardous materials, drum contents and wash water from other work operations.
  - .5 Provide access for consolidation, packaging, cleaning of drums, and transporting containers to the Temporary Storage Area.
  - .6 Be able to manage runoff water, spills, and leaks so as not to impact the environment.
- .3 Provide safe working conditions for all personnel working in and around these areas.
- .4 Must meet requirements of AHJ. The clean-up of spills and leaks will be performed as per Section 01 35 32, Site Specific Health and Safety Plan.
- .5 The Materials Processing Areas are to be located as follows:
  - .1 At least 30 metres away from any water body or drainage course.
  - .2 On stable ground which is not subject to flooding or seasonal saturation.
  - .3 In a previously disturbed area if possible.

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- .4 In a location that will not impede other work.
- .6 Do not construct the Hazardous Materials Processing Area until baseline sampling has been completed by the Departmental Representative.
  - .1 Immediately clean up any spills, leaks, or other releases of liquid or sediment from this area using proper techniques.
  - .2 Submit the details of the Materials Processing Area to Departmental Representative for review and approval prior to beginning work.

### **3.4 REMOVAL AND SORTING OF HAZARDOUS MATERIALS**

- .1 Continually monitor remediation operations to identify potentially hazardous material.
- .2 Immediately suspend operations if suspected hazardous material or debris is identified and obtain visual confirmation of the nature of the material or debris.
- .3 Store suspicious material in a secured area or secured container, if the nature of the material or debris cannot be confirmed. Inform Departmental Representative about the findings. The suspicious material needs to be seized until the nature of the material is confirmed by Departmental Representative. Sampling and testing of the material for classification will be conducted and paid for by Departmental Representative.
- .4 Remove hazardous materials derived from demolition work from their place of origin, place in approved containers, and transport containers to the Temporary Storage Area.
- .5 Advise Departmental Representative of any stained soils encountered during hazardous material removal operations. Excavate stained and impacted soil areas, identified during removal operations upon approval from Departmental Representative and in accordance with the requirements of Section 02 61 00.01 – Soil Remediation. Testing for confirmation of impacts will be carried out and paid for by Departmental Representative.

### **3.5 CONTAINERIZATION OF LEAD-BASED PAINT**

- .1 Place stripped mechanically or chemically removed lead-based paint in the containers described in this section.
- .2 Clearly mark on all containers the contents.
- .3 Remove bulk contamination (i.e. contaminated dust) from disposable clothing containing lead-based paint and place in double polyethylene bags designated as hazardous waste. Upon cleaning of surficial contamination, remove outer clothing before leaving work area and place in doubled polyethylene bags. Place bags in hazardous waste containers specified in this Section.
- .4 Decontaminate all equipment that comes into contact with hazardous materials. Place all rags or cloths used during the equipment decontamination in designated polyethylene bags.
- .5 Place bags in the hazardous waste containers specified in this Section.

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- .6 All drop cloths used to collect paint particles during dismantling operations must be sprayed or dampened with water prior to their removal from the facility. Place the drop cloths in designated polyethylene bags, and place the bags in the hazardous waste containers specified in this Section.

**3.6 DRUM PROCESSING**

- .1 Prepare a flow diagram for the methodology for the processing, clean-up and disposal of drums.
- .2 Inspection:
  - .1 All drums must be inspected by Departmental Representative and Contractor. The purpose of the inspection is to identify the process for opening, sampling, testing and handling of the drums. The inspection is to address the following items as a minimum:
    - .1 Symbols, words, or other marks on the drum that identify its contents, and/or that its contents are hazardous; e.g., radioactive, explosive, corrosive, toxic, flammable.
    - .2 Symbols, words, or other marks on the drum that indicate it contains discarded laboratory chemicals, reagents, or other potentially dangerous materials in small-volume containers.
    - .3 Signs of deterioration such as corrosion, rust, or leaks at seams, rims, and V grooves.
    - .4 Evidence of spills or other contamination on the top and sides of the drum.
    - .5 Signs that the drum is under pressure such as bulging and swelling.
  - .3 Test areas around drums that show evidence of holes, rust points, or openings using a VOC instrument prior to movement. If levels exceed twenty (20) percent LEL as measured by the VOC, conduct all handling, storage, and transportation operations in accordance with the appropriate sections of the NIOSH guidelines, National Fire Code of Canada, and the TDGA for flammable and combustible materials.
  - .4 Drum Opening:
    - .1 Pressurized drums are extremely hazardous. Open with extreme caution. Use only non-sparking equipment to open drums (i.e. brass or beryllium). Provide all personnel opening drums with appropriate safety equipment and protective clothing. Open drums in accordance with the procedures outlined in the Occupational Safety and Health Administration (OSHA) Code of Federal Regulations Title 29, Part 1910, Section 120 (29 CFR 1910.120) Hazardous Materials Operations and Emergency Response (HAZWOPER).
    - .2 If the bungs of a drum can be readily moved, then open the drum slowly, allowing time for any pressure in the drum to be released before the bungs are fully removed.

Hazardous Materials

- .3 If the bungs of a drum cannot be readily moved, or if inspection suggests opening the drum may present a special hazard, vent the drums remotely to relieve any internal pressure that may be present prior to opening. Conduct remote drum venting using a suitable device.
- .4 Conduct the remote venting operation at a safe distance from other site operations, and from behind suitable walls or barricades.
- .5 All drums are to be clearly numbered on the lid and side of the drum and cross referenced to sample numbers.
- .6 Do not transport drums until it has been determined that they are not pressurized, do not leak, and are sufficiently sound for transport.
- .5 Sampling and testing of drum contents:
  - .1 Samples of the contents of the drums are to be collected by the Contractor.
  - .2 Combine drum contents that are determined, through field screening, visual observations and labeling to contain the same liquids.
  - .3 Consolidate drum contents only in the Materials Processing Areas.
  - .4 Do not consolidate drum contents consisting of black oil.
  - .5 Collect drums and store at the Materials Processing Areas.
  - .6 Liquid samples are to be inspected and classified by the Contractor as containing water or organic materials.
  - .7 Based on the results of the analysis by the Contractor; treat drum contents in accordance with the requirements detailed in Figure 1 at the end of this section.
  - .8 The Departmental Representative will perform the necessary QA/QC analysis and review of the results obtained by the Contractor.
- .6 Disposal of Drum Contents:
  - .1 Dispose of drums containing rust and sediment as empty drums, as described below.
  - .2 For small volumes (50 mm at bottom of drum) agitation with oil-absorbent material to remove any organic material is acceptable.
  - .3 Collect wastewater for disposal in accordance with wastewater discharge criteria, Section 01 35 43 – Environmental Procedures.
  - .4 Test used oil-absorbent material to determine treatment and disposal requirements. Provide a dual chamber, forced air, fuel fired POL incinerator to incinerate all waste POL product and used oil-absorbent material meeting the following criteria on site in accordance with site permit requirements and the Environmental Guideline for the Burning and Incineration of Solid Waste (EGBISW) or package for disposal off site at a licensed disposal facility:
    - .1 PCBs < 2 ppm
    - .2 Chlorine < 1000 ppm
    - .3 Cadmium < 2 ppm

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- .4 Chromium < 10 ppm
  - .5 Lead < 100 ppm
- Contents and used oil-absorbent material that do not meet incineration criteria in accordance with TDGA regulations will be packaged for disposal off site at a licensed disposal facility, as required.
- .5 Incinerate the contents of drums containing water with glycol and/or alcohol or organic phases that meet the criteria indicated above (in accordance with site permit requirements and the EGBISW on site or package contents for off-site disposal at a licensed disposal facility.
  - .6 Package the contents of drums containing materials in excess of the concentrations indicated above, in accordance with TDGA regulations, as required, for disposal at an off-site licensed disposal facility. Contents may be combined with compatible materials for shipping purposes in accordance with TDGA regulations, as required.
  - .7 Leachate extraction tests and total CCME metals analysis are to be carried out by Departmental Representative on the solid residual material resulting from the incineration process. The leachate toxicity of the material will be determined in accordance with Appendix 4 of Part 2 of the TDGA and with CEPA regulations. Treat materials found not to be leachate toxic and that meet appropriate metals guidelines, as hydrocarbon contaminated soil as described in Section 02 61 00 – Soil Remediation. Package leachate toxic material or that does not metals guidelines in accordance with TDGA regulations, and dispose of off site.
- .7 Cleaning and disposal of drums:
- .1 Clean to remove oil, sludge, wax, tar and other fuel residue adhering to the surface of the empty drums, following the removal and consolidation of drum contents.
  - .2 If residue remains, use a manual detergent cleaning method. For heavily oil-soaked surfaces, a second detergent application may be required.
  - .3 Only in the event that two detergent applications prove ineffective, use an appropriate solvent rinse for residue removal. Solvent rinsate material is to be tested by Departmental Representative to determine disposal requirements. If the solvent rinsate meets the criteria indicated above, incinerate the material on site. If the solvent rinsate is in excess of the criteria, package the material in accordance with TDGA regulations, as required, for disposal off site at a licensed disposal facility.
  - .4 Recycling of steam cleaning rinsate is permitted if steam cleaning rinsate is passed through an oil-water separator. Oily waste residue separated by agitation and removed with oil-absorbent material to remove any organic material is permitted.

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- .5 The resulting rinsate is to be tested by Departmental Representative for the wastewater discharge criteria in Section 01 35 15 - Special Project Procedures for Contaminated Sites. If the concentrations of the rinsate is greater than the indicated levels, then package the rinsate in accordance with TDGA regulations, as required, for disposal off site at a licensed disposal facility.
- .6 Dispose of the used oil-absorbent material and/or oily liquid waste in excess of the concentrations indicated in this section.
- .7 Crush all empty drums prior to containerization. Crush the drums to reduce the total original drum volume by a minimum of 75 percent. Containerize empty drums with no leachable lead paint as non-hazardous materials in accordance with Section 02 41 23 – Debris and Miscellaneous Removals.

**3.7 CLEANING OF FUEL TANKS/ASTS/PIPELINES**

- .1 Debris at this site may consist of fuel tanks, ASTs and pipelines which may contain fuel.
- .2 Prior to the demolition and removal of fuel tanks, ASTs and pipelines:
  - .1 .1 Allow use of liquids contained in the tanks and pipelines by local personnel, for site equipment, incinerate, or dispose of these liquids off site. In the event of incineration, incinerate in a container to prevent soil or water contamination and ensure an oxygen-rich environment to promote complete combustion. Incineration to occur in accordance with Section 01 35 32 – Site Specific Health and Safety Plan, the site permit requirements, and the EGBISW.
  - .2 .2 Rinse the tanks with water to remove any residual product. Filter the wash water through oil-absorbent material or oil/water separator.
  - .3 .3 Test the used oil-absorbent material to determine disposal requirements. Incinerate oil-absorbent material meeting the following criteria on site or package for disposal off site at a licensed disposal facility:
    - .1 PCBs < 2 ppm
    - .2 Chlorine < 1000 ppm
    - .3 Cadmium < 2 ppm
    - .4 Chromium < 10 ppm
    - .5 Lead < 100 ppmTreat if necessary and dispose of the remaining waste wash water in accordance with the wastewater discharge criteria outlined in Section 01 35 15 – Special Project Procedures for Contaminated Sites.
  - .4 The oil-absorbent material containing contaminants in excess of the above criteria should be packed in accordance with TDGA regulations, as required, for disposal off site at a licensed disposal facility.
  - .5 The contractor is to submit purging and off gassing safe work procedures for approval by the Departmental Representative prior to commencing off gassing. These safe work procedures must follow applicable regulations and guidelines.



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- .6 Following degassing, check interior explosive vapour concentrations which must be less than 20 percent LEL prior to demolition.

**3.8 CLEANING OF SEWAGE TANKS**

- .1 Sewer lines must be rinsed with wash water prior to demolition. Sample and analyze the liquids, including wash water, in accordance with the wastewater discharge criteria outlined in Section 01 35 43 – Environmental Procedures. Package material in excess of these criteria in accordance with TDGA regulations as required.
- .2 Analyze sewage sludge in accordance with the impacted soil criteria described in Section 02 61 00.01 – Soil Remediation. Dispose of this material in accordance with the requirements of Section 02 61 00.01.

**3.9 PACKAGING, LABELLING AND INVENTORY OF CONTAINERS**

- .1 Use a numbering system and maintain an inventory of all containers to be transported and disposed of off site.
- .2 Label all containers, using spray paint or other means, with the Container number and contents (e.g., haz soil, haz debris, etc.). Package and label each "Hazardous Material" in accordance with the "Class" and "Packaging Group" as per the TDGA.
- .3 Submit to Departmental Representative, a copy of the inventory of the contents of each container.

**3.10 TEMPORARY STORAGE AREA**

- .1 Develop Temporary Storage Areas at the site for the storage of containerized hazardous materials.
- .2 Temporary Storage Area must comply with the requirements identified in Construction Facilities - Section 01 52 00 of these Specifications.
- .3 The location and size of the Temporary Storage Area must allow for the minimization of handling of materials, isolate materials from other work operations and provide for the collection and removal of materials from the site.
- .4 Segregate materials within the Temporary Storage Area as follows:
  - .1 Containerized Metal Impacted Soil (as required if waiting for landfill construction or off-site disposal).
  - .2 Containerized Hazardous Solid and Liquid Materials.
  - .3 Containerized Drum, Tank, and Pipeline Contents.
  - .4 Non-hazardous Materials (as required if waiting for landfill construction).
- .5 Store hazardous materials in their appropriate packaging containers in accordance with the TDGA requirements.
- .6 No stacking of hazardous materials containers will be allowed during storage.

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- .7 In accordance with Section 01 78 00 – Closeout Submittals, submit to Departmental Representative a detailed inventory of the Temporary Storage Area indicating the location and contents of each container and assigned internal tracking numbers (as required) and packaging configuration.
- .8 Store and handle flammable and combustible materials in accordance with National Fire Code of Canada requirements.
- .9 Flammable and combustible liquids such as gasoline, kerosene and naphtha for ready use will be shipped on site in amounts approved by the Departmental Representative.
- .10 Store flammable and combustible liquids in approved safety cans bearing the Underwriters' Laboratory of Canada or Factory Mutual seal of approval.
- .11 Storage of quantities of flammable and combustible liquids exceeding a volume (determined by the Departmental Representative) for work purposes requires the written approval of the Departmental Representative.
- .12 Transfer of flammable and combustible liquids is prohibited within buildings or where ventilation is not considered adequate.
- .13 Transfer flammable and combustible liquids away from open flames or heat-producing devices.
- .14 Solvents or cleaning agents must be non-flammable or have flash point above 38 degrees C.
- .15 Store flammable and combustible waste liquids for disposal in approved containers located in safe, ventilated area. Keep quantities to minimum.
- .16 Observe smoking regulations, smoking is prohibited in areas where hazardous materials are stored, used, or handled and in active work areas.

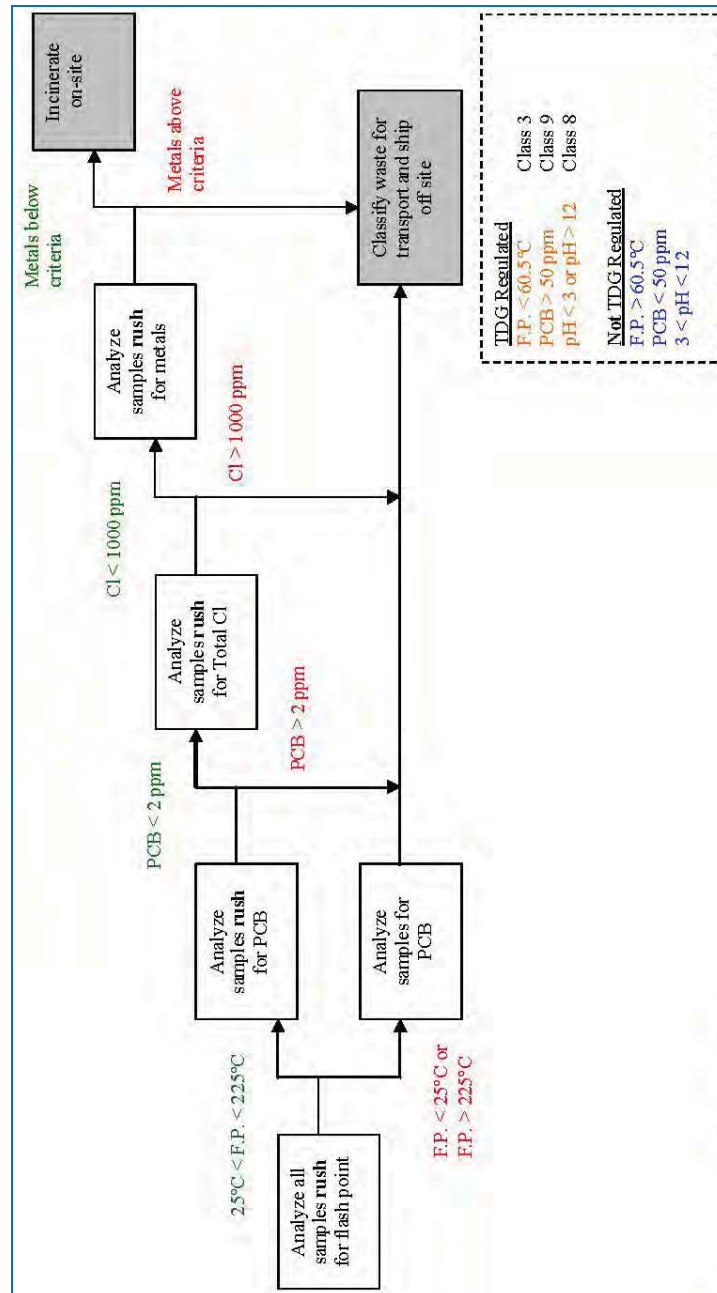
**3.11 CLEANING**

- .1 Leave Work area clean at end of each day.
- .2 Upon completion, remove surplus materials, rubbish, tools and equipment.
- .3 Waste Management: separate waste materials for transport off site.
  - .1 Dispose of hazardous waste materials in accordance with applicable federal and provincial acts, regulations, and guidelines.
  - .2 Recycle hazardous wastes for which there is approved, cost effective recycling process available.
  - .3 Send hazardous wastes to authorized hazardous waste disposal or treatment facilities.
  - .4 Burning, diluting, or mixing hazardous wastes for purpose of disposal is prohibited.
  - .5 Disposal of hazardous materials in waterways or in municipal solid waste landfills is prohibited.

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- .6 Dispose of hazardous wastes in timely fashion in accordance with applicable provincial regulations.
- .7 Minimize generation of hazardous waste to maximum extent practicable. Take necessary precautions to avoid mixing clean and contaminated wastes.
- .8 Identify and evaluate recycling and reclamation options as alternatives to land disposal, such as:
  - .1 Hazardous wastes recycled in manner constituting disposal.
  - .2 Hazardous waste burned for energy recovery.
  - .3 Lead-acid battery recycling.
  - .4 Hazardous wastes with economically recoverable precious metals

FIGURE 1. BARREL CONTENTS PROCESSING FLOWCHART.



END OF SECTION

## Jericho Mine Site Stabilization

### Basis of Payment Table

Section	ID	Specification Reference	Description	Unit	Quantity	Price
Division 1	1.1	BOPC-1	Balance of Project Costs	Lump Sum	1	
Division 1	1.2	BOPC-2	Engineering Design	Lump Sum	1	
Division 1	1.3	01 11 00-1	Worker Orientation Seminar	Lump Sum	1	
Division 1	1.3	01 31 19-1	Project Meetings	Lump Sum	1	
Division 1	1.3	01 31 19-2	Community Meetings	Lump Sum	1	
Division 1	1.3	01 33 00-1	Submittals	Lump Sum	1	
Division 1	1.3	01 35 32-1	Site Specific Health and Safety Plan	Lump Sum	1	
Division 1	1.4	01 53 00-1	Mobilization	Lump Sum	1	
Division 1	1.5	01 53 00-2	Demobilization	Lump Sum	1	
Division 1	1.6	01 54 00-1	Operation and Maintenance of Camp Facilities	Lump Sum	1	
Division 1	1.7	01 78 00-1	Project Record Documents	Lump Sum	1	
Division 1	SubT		<b>Subtotal Division 1</b>			\$ -
Division 2	2.0		<b>Earthworks</b>			
Division 2	2.1	TOR	Breach the C1 Diversion and construct a Pit Overflow	Lump Sum	1	
Division 2	2.2	TOR	Breach the West Dam	Lump Sum	1	
Division 2	2.3	TOR	Notch Divider Dyke A	Lump Sum	1	
Division 2	2.4	TOR	Construct a Cover over Cell A	Lump Sum	1	
Division 2	2.5	TOR	Construct a Non-Hazardous Landfill	Lump Sum	1	
Division 2	2.6	TOR	Re-grade the Containment Berms	Lump Sum	1	
Division 2	SubT		<b>Subtotal Earthworks</b>			\$ -
Division 2	3.0		<b>Environmental</b>			
Division 2	3.1	02 61 00.01-1	Treat the PHC Soil	m <sup>3</sup>	7,804	
Division 2	3.2	02 81 01-1	Dismantle Lead-Based Paint coated ASTs	Lump Sum	1	
Division 2	3.3	02 81 01-2	Consolidate and Incinerate Organic Liquid Wastes or remove off-site for disposal	Lump Sum	1	
Division 2	3.4	02 81 01-3	Depressurize Gas Cylinders and Fire Extinguishers	Lump Sum	1	
Division 2	3.5	02 81 01-4	Remove All Other Hazardous Waste off-site for disposal (materials from Process Plant <u>not</u> included): - batteries, mercury vapour in fluorescent lights, paint, refrigerant-containing items, oil absorbent; large amounts of glycol, paraffin wax, bentonite, cement, preservatives, biomedical and pharmaceutical waste, oil/lubricants/fuels, etc.	Lump Sum	1	
Division 2	SubT		<b>Subtotal Environmental</b>			\$ -
Division 2	4.0		<b>Demolition</b>			
Division 2	4.1	02 41 16-1	Demolish and landfill Main Camp Facility	Lump Sum	1	
Division 2	4.2	02 41 16-2	Dismantle and landfill Tanks and debris from Tank	Lump Sum	1	
Division 2	4.3	02 41 16-3	Demolish and landfill remaining structures (Process Plant, Truck Shop, Terminal Buildings and Core Shack	Lump Sum	1	
Division 2	4.4	02 41 32-1	Collect and Landfill remaining Non-Hazardous material	Lump Sum	1	
Division 2	SubT		<b>Subtotal Demolition</b>			\$ -
Division 2	SubT		<b>Subtotal Division 2</b>			\$ -

**Total Price**

**\$ -**