



**REQUEST FOR QUOTATION
FOR THE PROVISION OF CONSTRUCTION SERVICES FOR
APEX CEMETERY GRAVE PLOTS**

BID CALL: May 30th, 2022

**QUOTATIONS DUE: June 10, 2022
BEFORE 3:00 PM EST**

RFQ-2022-132

1.0 GENERAL

1.1 Introduction

The City of Iqaluit is seeking Quotations for construction services related to the digging of cemetery grave plots. The intent of this Request for Quotation (RFQ) is to select a qualified Contractor to provide and deliver gravel as per the scope of work section of this RFQ.

The requirements of the submission are outlined in Section 2 of this RFQ and the scope of work is outlined in Section 7.

1.2 Purpose

The purpose of this Request for Quotation (RFQ) is to select a qualified Contractor to perform the services (“Services”) described in Section 7.

The Service Provider will plan and execute the works to the satisfaction of the City. The Contractor is required or deemed to have inspected the site and scope of works described in this RFQ and understands the services required.

1.3 Definitions

In this RFQ the following definitions shall apply:

“City” or “Owner” means City of Iqaluit;

“Contract” means a formal written agreement between the City and the successful Bidder to undertake the services, the preferred form of which is attached as Appendix E;

“Bidder” means an entity that submits a Bid;

“Bid” or “Submission” means a Bid submitted in response to this RFQ;

“RFQ” means Request for Quotation;

“Site” means the place or places where the services are to be performed;

“Successful Bidder” means the Bidder selected to enter into negotiations for a contract.

2.0 INSTRUCTIONS TO BIDDERS

2.1 Submission

Bidders must submit electronic (PDF) copies of their Bid(s) by email before **3:00pm** local Iqaluit time on **Friday June 10th, 2022**, addressed to:

Simon Doiron
City of Iqaluit
Director of Public Works
S.Doiron@iqaluit.ca
Fax 867-979-5653



Submissions should be clearly marked in the subject line with “**RFQ-2022-132 – Cemetery Plots**” and the Proponent Name.

The total size of email submissions should be less than 9MB in size to facilitate delivery and adequate time must be allowed for delivery. It is the Bidder’s responsibility to confirm successful receipt of the email submission prior to the deadline.

The final decision on whether to accept late Quotations is at the City’s discretion.

2.2 Inquiries and Amendments

All inquiries concerning this RFQ are to be directed by email only to:

Joe Brown
Roads Superintendent City of Iqaluit
j.brown@iqaluit.ca
Fax 867-979-5653

To ensure consistency and fairness to all Bidders, all Bidders who have received the RFQ will receive information with respect to significant inquiries in the form of written addenda or clarifications. Verbal explanations or instruction will not be binding.

The deadline for submitting inquiries will be on **Friday June 10th, 2022 at 3:00pm** local Iqaluit time.

2.3 Bidder Requirements

The successful Bidder must have a valid City of Iqaluit Business License prior to commencement of the Project. The successful Bidder shall apply for a license immediately upon notification of award, should they not hold a valid license.

2.4 Opening of the Bids

There will be no public opening of the Bids.

2.5 Intended RFQ Process Schedule

The City estimates the schedule for the Request for Quotation process milestones will be as per Table 1.

Table 1 RFQ Process Schedule

Milestone	Date
Issue RFQ	May 30, 2022
Last Day for Proponent Questions	June 7, 2022 at 3:00pm EST
Last Date for Issue of Addendum	June 8th, 2022

RFQ Closes – Submission Deadline	June 10, 2022 at 3:00pm EST
Evaluation/ Determination of Successful Bidder	June 13, 2022
Approvals	June 14, 2022
Contract Creation/ Circulation for Signatures	June 16, 2022
Contract Award	June 17, 2022
Project Kick-Off	June 20, 2022

2.6 Validity of Offer

Quotations shall remain open for acceptance for a period of not less than sixty (60) days from the closing date of this RFQ.

3.0 TERMS AND CONDITIONS

- 3.1. Submission of a Bid constitutes acknowledgement that the Bidder has read and agrees to be bound by all the terms and conditions of this RFQ.
- 3.2. The City will not make any payments for the preparation of a response to this RFQ. All costs incurred by a Bidder will be borne by the Bidder.
- 3.3. This is not an offer. The City does not, by virtue of this Bid call, commit to an award of a Bid, nor does it limit itself to accepting the lowest price or any Bid submitted, but reserves the right to award this Bid in any manner deemed to be in the City's best interest.
- 3.4. Bidders may not amend their Bid after the closing date and time but may withdraw their Bid at any time prior to acceptance by the City and issuing of a Letter of Intent.
- 3.5. The City has the right to cancel this RFQ at any time and to reissue it for any reason whatsoever, without incurring any liability and no Bidder will have any claim against the City as a result of the cancellation or reissuing of the RFQ.
- 3.6. The City will not consider any Bid that does not indicate the RFQ reference, and the Bidder's name.
- 3.7. The City will not consider any Bid that is delivered to any address or in any manner other than that provided in Section 3.0 of this RFQ.
- 3.8. If a contract is to be awarded as a result of this RFQ, it will be awarded to the Bidder whose Bid for each service, in the City's opinion, provides the best potential value to the City and is capable in all respects to perform fully the contract requirements and has the integrity and reliability to assure performance of the contract obligations.
- 3.9. If the City decides to award a contract based on a submission received in response to this RFQ, the Successful Bidder(s) will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a Contract.

Bidders will not acquire any legal or equitable rights or privileges whatsoever until a Contract is signed by both parties.

- 3.10 Any resulting contract will be in the form of the City's standard "City of Iqaluit Services Agreement" and it will contain the relevant provisions of this Request for Quotation, the accepted bid as well as such other terms as may be mutually agreed upon, whether arising from the accepted bid or as a result of any negotiations prior or subsequent thereto. The City reserves the right to negotiate modifications with any Bidder who has submitted a Bid.
- 3.11 A copy of the Services Agreement is included in RFQ.
- 3.12 Any amendment made by the City to the Request for Quotation will be issued in writing and sent to all who have received the documents in accordance with Section 2.0.
- 3.13 The Bid and accompanying documentation submitted by the Bidders are the property of the City and will not be returned.
- 3.14 Bidders must acknowledge receipt of any addenda issued by the City in their Bid.
- 3.15 Bidders shall disclose in its Bid any actual potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.
- 3.16 Bidders and their agents will not contact any member of the City Council, City Staff or City Contractors with respect to this RFQ, other than the City Representative named in Section 2.0, at any time prior to the award of a contract or the cancellation of this RFQ.
- 3.17 If an arithmetical error is identified in the submitted Bid between any individual price and the price extension (e.g. Unit Price x Quantity of Units), the individual price shall govern. The price extension and the total Bid amount will be corrected accordingly.

4.0 BID REQUIREMENTS AND EVALUATION

4.1 Evaluation Process

Bids will be evaluated in two stages:

4.1.1 Evaluation of Mandatory Requirements

Bidders that do not meet the mandatory criteria will be rejected (refer to Section 4.2 below).

4.1.2 Financial Evaluation

Financial evaluation of cost criteria will be conducted after all mandatory requirements have been successfully met.

4.1.3 Selection

The City will rank the Bids by cost. The lowest bidder that has met the mandatory requirements will be the Preferred Bidder. The Preferred Bidder's Bid will be recommended for award of a contract.



4.2 Mandatory Requirements

Bidders must satisfy the following mandatory requirements in their Bid in accordance with the requirements of this RFQ. Bidders shall submit the following:

- a) Appendix A – Cost Submission Form;
- b) Appendix B – Subcontractors List;
- c) Appendix C – Equipment List;
- d) Appendix D – Labour & Equipment Rates;

Failure to submit the required items identified above may render the submission incomplete and disqualify the Bidder.

5.0 SUCCESSFUL BIDDER REQUIREMENTS

5.1 Workers' Safety and Compensation Commission Certificate of Clearance

The successful Bidder shall provide the City with a valid Workers' Safety and Compensation Commission Certificate of Clearance to the satisfaction of the City.

5.2 Insurance

The successful Bidder shall provide the City with an original Certificate of Insurance for each type of insurance coverage required by the City of Iqaluit Services Agreement and any additional coverage specified in the Supplementary Conditions.

The successful Bidder shall carry insurance in the amount of at least TWO MILLION DOLLARS (\$2,000,000).

The successful Bidder shall carry insurance, which names the following as additional insureds:

Address

City of Iqaluit

901 Nunavut Drive, P.O. Box 460,
Iqaluit, NU, X0A 0H0

5.3 Time for Completion

The successful Bidder shall Substantially Perform the work by September 30th, 2022. A start date of June 21, 2022 for construction but may extend to September 30th, 2022 due to ground and site conditions.

The successful Bidder acknowledges that time shall be deemed to be of the essence of the Contract. For the Bidder's purpose of establishing a schedule for the Work, it is anticipated that the Contract Award will be complete 7 days after the opening of Bids by the City, and then Commence Work Order will be issued 3 business days after the

Contract Award is complete. Milestone dates associated with the Contract will be adjusted, when possible, due to any delays caused by the City during the Contract Award and/or issuance of the Commence Work Order.

The Contract general timelines have been identified below.

ACTION	DATE
Project Kick-Off	June 20, 2022
Completion	September 30, 2022

5.4 Submission of Documentation

The successful Bidder shall submit the documentation required by Section 5.1 and 5.2 within five (5) working days of the day the City notifies the successful Bidder that the documentation should be sent to the City.

If the successful Bidder fails to comply with the requirements in Section 5.1 the City may, in its sole discretion, withdraw its acceptance of the Bid and the Bidder shall have no recourse whatsoever against the City.

5.5 Commencement of the Work

The successful Bidder shall not commence the Work until it has received a Commence Work Order issued by the City.

6.0 PAYMENT PROCEDURES

6.1 Terms of Payment

- 6.1.1 Make applications for payment on account as provided in Agreement as Work progresses.
- 6.1.2 Progress payments will be made monthly.
- 6.1.3 The Contractor must submit draft progress payment claim applications on by the 25th of every month to the City Representative for review. The City Representative will review the draft progress payment claim and provide comments within five (5) business days. The Contractor must submit the final progress payment claim application within three (3) business days of when comments were received.
- 6.1.4 The Contractor shall be reimbursed on a monthly basis in accordance with the instructions provided in the Cost Submission Form.
- 6.1.5 For administrative purposes, the monthly application for payment shall be in the form of a progress payment and must indicate:
 - i. Contract/ Project Title.
 - ii. City of Iqaluit Service Contract number.

- iii. Progress payment number.
 - iv. Date progress payment issued.
 - v. Period progress payment covers.
- 6.1.6 The City shall reimburse Contractors for mark-ups from sub-contractors and/ or suppliers for parts, materials, and labour up to a maximum of 15%. Back-up invoices from sub-contractors and/ or suppliers/ vendors must be submitted as part of monthly application for payment.
- 6.1.7 No payment will be made for the cost of work incurred to remedy errors or omissions for which the Contractor is responsible.
- 6.1.8 Additional work that has been completed outside the scope of services identified in contract, without written approval from the City Representative, will not be paid. Contemplated changes must be presented to the City Representative for review and approval prior to proceeding in the field. Failure to comply with this requirement may result in no payment.
- 6.1.9 All progress payment claims are to be submitted to the City Representative; they are not to be submitted to the City's Finance Department.
- 6.1.10 The City will pay all invoices on a Net 30 basis, meaning payments will be made by the City within Thirty (30) calendar days of receipt and acceptance of the invoice, or the receipt and acceptance of the goods or services, whichever is later.

6.2 Application for Payment

- 6.2.1 Each month prepare a draft application for payment in the form of a progress payment claim for review and acceptance by the City Representative before submitting the monthly application for signature and payment.
- 6.2.2 Application for payment must show a schedule of values, for each item of approved breakdown of Contract Price established in the Contract, the following:
- i. Percentage and value of Work completed to date.
 - ii. Percentage and value of Work previously approved for payment.
 - iii. Percentage and value claimed this payment period.
 - iv. Percentage and value of Work remaining to be completed.
 - v. Include separate line items for each approved Change Order executed, along with the information requested in 5.2(i), 5.2(ii), 5.2(iii), and 5.2(iv).
- 6.2.3 Application for payment must include timesheets, back-up invoices from sub-contractors and/ or suppliers/ vendors, whichever applies. Where mark-ups apply per the Contract, ensure they are clearly shown.

- 6.2.4 Include an updated cash flow expenditure forecast with the application for payment.
- 6.2.5 Submit application for payment to the City Representative on the 25th of each month.
- 6.2.6 To assist the Contractor with preparation of application for payment, the City Representative is available to meet with the Contractor on an agreed date each month, on or prior to last day of month, to review progress of Work.
- 6.2.7 The Contractor and City Representative shall agree on quantity of Work performed and due for payment. Once quantity has been agreed upon, Contractor shall submit the final application for payment along with a corresponding invoice for the amount being claimed.
- 6.2.8 The following shall be included for the first application for payment:
 - i. Approved monthly progress claim.
 - ii. Coinciding invoice.
 - iii. A copy of Workers Safety Compensation Board Certificate of Clearance.
 - iv. Updated construction schedule.
 - v. Updated cash flow projection.
- 6.2.9 The following shall be included for the second application for payment and onwards:
 - i. Approved monthly progress claim.
 - ii. Coinciding invoice.
 - iii. A copy of Workers Safety Compensation Board Certificate of Clearance.
 - iv. Statutory Declaration certifying that payment has actually been made in full to all subcontractors, suppliers, workmen, and others for labour, materials, and services required by Contract up to and including latest progress payment.
 - v. Updated construction schedule.
 - vi. Updated cash flow projection.
- 6.2.10 The City shall not release monies for Payment Certificates until the Contractor has provided all of the supporting documentation, as specified herein.
- 6.2.11 Deviations from the above specified requirements or incomplete submissions shall require resubmission of the application for payment.

6.3 Substantial Performance of Work

- 6.3.1 Prepare and submit to City Representative comprehensive list of items to be completed or corrected and apply for a review by City Representative to establish Substantial

Performance. Failure to include an item on list does not alter responsibility to complete Contract.

- 6.3.2 No later than 21 days after receipt of list and application, City Representative will review Work to verify validity of application, and no later than 7 days after completing review, will notify Contractor if Work or designated portion of Work is substantially performed.
- 6.3.3 City Representative shall state date of Substantial Performance of Work or designated portion of Work in certificate.
- 6.3.4 Immediately following issuance of certificate of Substantial Performance of Work, in consultation with City Representative, establish reasonable date for finishing Work.

6.4 Payment of Holdback Upon Substantial Performance of Work

- 6.4.1 After receipt of application for payment and sworn statement, City Representative will issue certificate for payment of holdback amount.
- 6.4.2 Amount authorized by certificate for payment of holdback amount is due and payable on day following expiration of holdback period stipulated in lien legislation applicable to Place of Work. Where lien legislation does not exist or apply, holdback amount is due and payable in accordance with other legislation, industry practice, or provisions which may be agreed to between parties. Owner may retain out of holdback amount any sums required by law to satisfy any liens against Work or, if permitted by lien legislation applicable to Place of Work, other third party monetary claims against Contractor which are enforceable against Owner.

6.5 Final Payment

- 6.5.1 Submit an application for final payment when Work is completed.
- 6.5.2 City Representative will, no later than 21 days after receipt of an application for final payment, review Work to verify validity of application. City Representative will give notification that application is valid or give reasons why it is not valid, no later than 7 days after reviewing Work.
- 6.5.3 City Representative will issue final certificate for payment when application for final payment is found valid.

7.0 TERMS OF REFERENCE

7.1 Summary of the Work

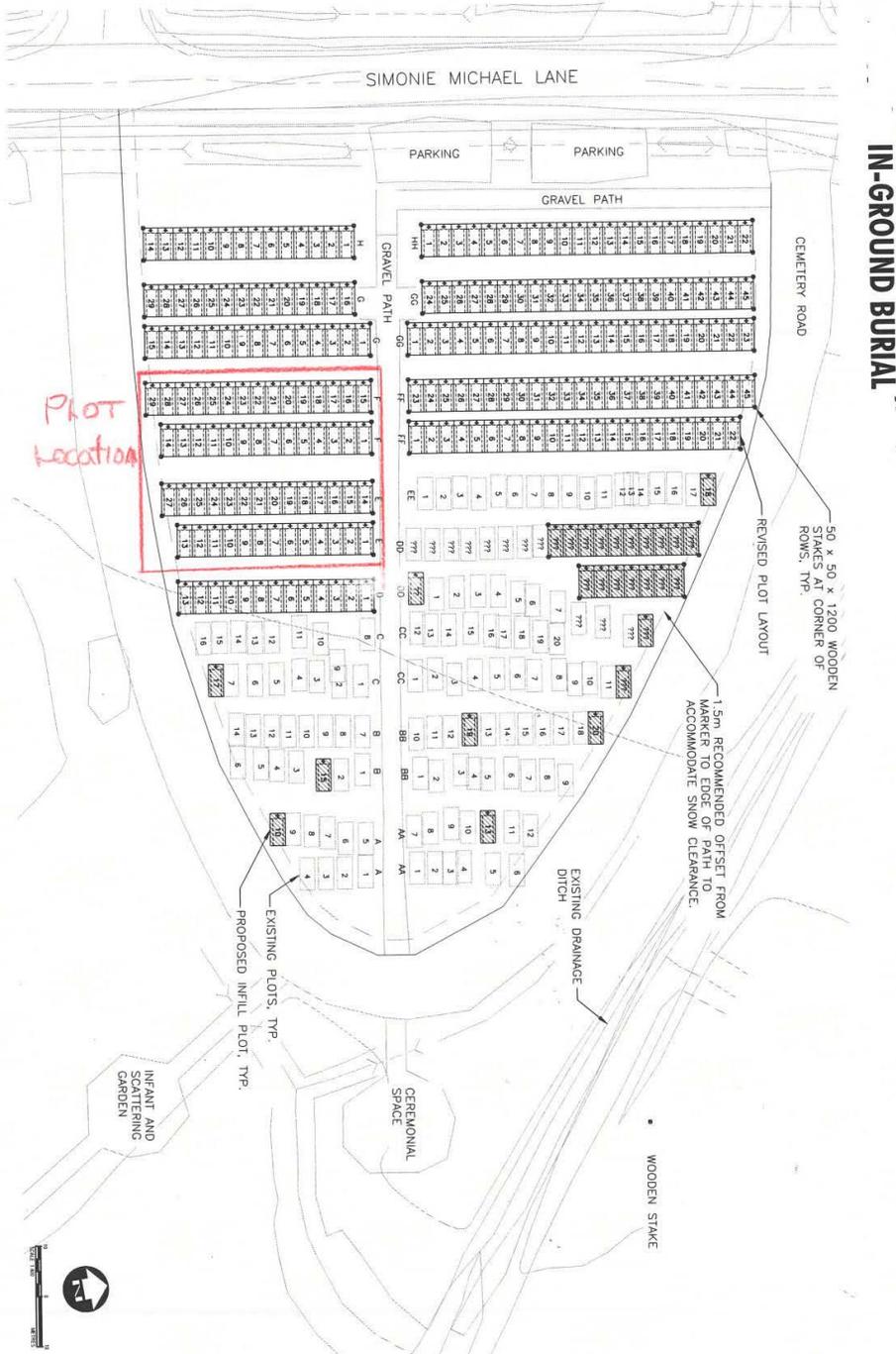
The Contractor will be required to fulfill the following scope of work at the City of Iqaluit Apex Cemetery:

- Digging of cemetery plots
 - The successful bidder will dig 54 plots
 - Rows should dug in three sections approximately 20 metres in length. Based on a 2% grade excavation starting at 4 1/2' and should not exceed 5' from top ground.
 - The plots must be dug with the following dimensions:

- 34 inches deep
- 48 inches wide
- 96 inches long
- There must be at least one foot in between each burial plot
- NOTE: the locations of the plots to be dug are shown in the diagram below (may not be to scale)
- Installing burial boxes, which are already built and supplied by the City
- 4 inches of Class A gravel below burial box
- Backfilling the plots – backfilling material (class A road gravel) to be supplied by the contractor
- Granular A excavated will be stored onsite and may be reused
- Material that is excavating that can not be used must be taken to landfill for disposal, no tipping fees will be applied.

Note: the Contractor is responsible for fixing any damages to the cemetery caused by work disruption from work related to this RFQ. The site must look materially as it did before work began, and the Contractor and City representative overseeing the project must agree to this in writing upon completion of the project.

FIGURE 6: LOTTING LAYOUT
IQALUIT APEX CEMETERY



IN-GROUND BURIAL



CITY OF IQALUIT REQUEST FOR QUOTATION
APEX CEMETERY GRAVE PLOTS
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APPENDIX A – COST SUBMISSION FORM

Date: _____

Project Name: **Cemetery Grave Plots**

I/We, _____
 (Company Name)

Of _____
 (Business Address)

have fully inspected the Site and examined all the conditions affecting the Work. I/we have also carefully examined all documents prepared for this Contract including Addenda thereto; and hereby offer to furnish all labour, materials, plant, equipment and services for the proper execution and completion of the items listed below, in accordance with the Contract Documents, including all Addenda thereto which are acknowledged hereinafter for the above project for the sums separately indicated as follows:

Item	Description	Qty	Unit	Unit Price	Total
GENERAL ITEMS					
1.0	Mobilization/Demobilization	1	LS	\$	\$
2.0	Digging of cemetery plots, installing burial boxes, backfilling the plots and transporting the excavated material to the landfill. Work described in section 7.0 Terms of Reference	54	EACH	\$	\$

Sub-Total: \$ _____

GST: \$ _____

TOTAL: \$ _____

END OF SECTION



APPENDIX B – LIST OF SUBCONTRACTORS

Re: Cemetery Grave Plots

1. This List of Subcontractors Form is acknowledged and agreed to form an integral part of the Bid for:

Cemetery Grave Plots

2. The Subcontractors listed below will remain unchanged and will be used to perform the work of the trade section indicated, unless the Owner gives written permission to change one or more of the Subcontractors. Where subcontractors are not intended to be used for the work of the trade section indicated, the term “By Own Forces” is inserted.
3. Each Subcontractor listed below has been consulted and is fully acquainted with the extent and nature of the Work, the contract conditions and requirements, the proposed construction schedule, and has agreed to execute the Work in accordance with the terms of the Contract and for the Bid Price amount shown.

TRADE SECTION

SUBCONTRACTOR COMPANY NAME

TRADE SECTION	SUBCONTRACTOR COMPANY NAME

Add rows if required.

END OF SECTION



APPENDIX D – LABOUR AND EQUIPMENT RATES

Re: Bid for Cemetery Grave Plots

- 1. This List of Product Suppliers Form is acknowledged and agreed to form an integral part of the Bid for:

Cemetery Grave Plots

- 2. The rates listed below will remain unchanged and will be used to measure payment for additional work, not include in the Contract Documents.

POSITION

RATE

POSITION	RATE

Add rows if required.

EQUIPMENT

RATE

EQUIPMENT	RATE



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APPENDIX E – CITY OF IQALUIT SERVICES AGREEMENT

BETWEEN: THE MUNICIPAL CORPORATION OF THE CITY OF IQALUIT
(hereinafter referred to as the "CITY OF IQALUIT")
OF THE FIRST PART

AND: <INSERT CONTRACTOR NAME>
(hereinafter referred to as the "Contractor")
OF THE SECOND PART

WHEREAS the CITY OF IQALUIT has requested the Contractor to provide engineering services for the
<insert project name/ contract title>;

AND WHEREAS the Contractor has agreed to provide such services to the CITY OF IQALUIT in its proposal
dated <insert proposal date>;

AND WHEREAS the CITY OF IQALUIT and the Contractor wish to set out the terms and conditions relating
to the provision of such services;

THEREFORE the CITY OF IQALUIT and the Contractor agree as follows:

1. SERVICES AND PAYMENT

- 1.1 The Contractor agrees to provide to the CITY OF IQALUIT those services set out in the job description and scope of work provided on <insert proposal date>. A copy of the proposal is attached as Appendix "A".
- 1.2 The CITY OF IQALUIT agrees to pay for the services described above, a total amount not greater than <insert proposal amount>, for the provision of professional services based on the Proposal dated <insert proposal date>.

2. TERM

- 2.1 This Contract shall commence on the <insert contract start date> and terminates on the <insert contract termination date> unless otherwise terminated in accordance with the provisions of this Contract.

3. NOTICE AND ADDRESS

- 3.1 Any notice required to be given herein or any other communication required by this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail and shall be addressed as follows:



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i) If, to the CITY OF IQALUIT:

Amy Elgersma
Chief Administrative Officer
City of Iqaluit
P.O. Box 460
Iqaluit, NU
X0A 0H0
Fax: 979-5653

Reference:

ii) If to the Contractor at:

<Insert Contractor Representative Name>
<Insert Contractor/ Company Name>
<Insert Address>

3.2 Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivery or if sent by prepaid registered mail shall be deemed to have been received on the seventh day after posting, or if by facsimile, 48 hours after the time of transmission, excluding from the calculation weekends and statutory holidays.

4. COMPLETE AGREEMENT

4.1 This Contract and its attachments constitute the complete Contract between the parties. Except as provided herein, it supersedes and shall take effect in substitution for all previous agreements. It is subject to change only by an instrument executed in writing by the City.

4.2 If this Contract arises from a request for proposals or tender call, the provisions of the request for proposals or tender call and the Contractor's bid or proposal submission are incorporated into this Contract and may be used to clarify, explain or supplement this Contract, but shall not be used to contradict any express terms of this Contract.

4.3 In the event of a conflict between this Contract, the Contractor's bid or proposal submission, and the City's original tender bid instructions or Request for Proposals, the more recently prepared document shall govern to the extent of such inconsistency.

5. GENERAL TERMS

5.1 Any information obtained from or concerning any department of the CITY OF IQALUIT or clients of any department of the CITY OF IQALUIT, by the contractor, its agents or employees in the performance of any contract shall be confidential. The Contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the CITY OF IQALUIT and in the possession of or under the control of the Contractor. This clause survives the termination of this contract.

5.2 Time shall in every respect be of the essence. The Contractor shall deliver the services specified in the contract and according to the project schedule on costs. The CITY OF IQALUIT may grant reasonable extensions to the Contractor for delays, if the Contractor can show those delays were caused by circumstances beyond the control of the Contractor.

- 5.3 The Contractor is an independent Contractor with the CITY OF IQALUIT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the CITY OF IQALUIT and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation and the Nunavut Payroll Tax.
- 5.4 This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 5.5 No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 5.6 The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 5.7 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the Property") shall vest in the CITY OF IQALUIT and the Contractor hereby absolutely assigns to the CITY OF IQALUIT the copyright in the property for the whole of the term of the copyright. The Contractor shall not be responsible for any loss or damage suffered by the City of Iqaluit or any third parties resulting from any unauthorized use or modification of the property, errors in transmission of the property, changes to the Property by others, the consequences of design defects due to the design of others, or defects in contract documents prepared by others, and the City of Iqaluit agrees to defend, indemnify, and hold the Contractor harmless from and against all claims, demands, losses, damages, liability and costs associated therewith. Subject to the foregoing, the Property may be relied by the City of Iqaluit for design and construction work undertaken by other parties with respect to the Services provided that such parties verify the accuracy and completeness of the Property to their satisfaction.
- 5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 5.9 This contract may be extended by the written consent of the parties.
- 5.10 The CITY OF IQALUIT may delegate any of its authority and undertaking pursuant to this contract to any employee or contractor the CITY OF IQALUIT by notice in writing to the Contractor.
- 5.11 This contract shall enure to the benefit of and be binding on the respective administrators, successors and assignment of each of the parties hereto.
6. CONTRACTOR RESPONSIBILITIES
- 6.1 The Contractor shall indemnify and hold harmless, the CITY OF IQALUIT, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the negligent acts, errors, or omissions of the Contractor under this contract.

- 6.2 The Contractor shall be liable to the CITY OF IQALUIT for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with the contract if such loss or damage is attributable to the negligence or deliberate acts of the Contractor or its employees or agents.
- 6.3 If, in the opinion of the CITY OF IQALUIT acting reasonably, the Contractor is in default in respect of any obligation of the Contractor hereunder, the CITY OF IQALUIT may rectify such default and pursue a claim against the Contractor for any direct costs associated with any such remediation, including a reasonable allowance for the use of the CITY OF IQALUIT's own employees or equipment.
- 6.4 The Contractor may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the CITY OF IQALUIT. In the case of a proposed assignment of monies owing to the Contractor under this contract, the consent in writing of the CITY OF IQALUIT must be obtained.
- 6.5 The Contractor shall keep proper accounts and records of the services for a period of 3 years after the expiry or termination of this agreement. At any time during the term of this contract or during the three years following the completion or termination of this agreement, the Contractor shall produce copies of such accounts and records upon the written request of the CITY OF IQALUIT.
- 6.6 The Contractor shall notify the CITY OF IQALUIT immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the services under this contract.
- 6.7 If at any time the Contractor considers their estimates indicate costs will exceed the project budget they will immediately advise the City of Iqaluit. If in the opinion of the City of Iqaluit, acting reasonably, the excess is due to design, costs factors or matters under the control or reasonably foreseeable by the Contractor, the CITY OF IQALUIT may require the Contractor to do everything by way of revision of the design to bring the cost estimate within the project budget. Costs of completing such revisions shall be based upon a level of compensation reasonably appropriate to the circumstances, including the reason for the revisions.
- 6.8 Except as required in the performance of services set out in this agreement, the Contractor must maintain as confidential all data and information made available to the Contractor, the CITY OF IQALUIT, or any other parties which is generated by or results from the Contractor's performance of the Services described in this Contract. All such data and information is the property of the City of Iqaluit. This clause shall survive the termination of the Contract.
7. TERMINATION
- 7.1 The CITY OF IQALUIT may terminate this contract at any time upon giving written notice to this effect to the Contractor if, in the opinion of the CITY OF IQALUIT, the Contractor is unable to deliver the service as required, the Contractor's performance of work is persistently faulty, in the event that the Contractor becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labor dispute delays or threatens to delay timely performance of the contract or the (Contractor Contractor) defaults or fails to observe the terms and conditions of the contract in any material respect.
- 7.2 This contract shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the CITY OF IQALUIT for work performed to the date of termination.



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7.3 Any invoice submitted by the Contractor pursuant to clause 7.2 shall be reviewed by the CITY OF IQALUIT to assess the amount which is properly due and owing for work done by the Contractor prior to termination.

8. FINANCIAL

8.1 The CITY OF IQALUIT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the contractor. Any such hold back shall continue until the breach has been rectified to the satisfaction of the CITY OF IQALUIT.

8.2 The CITY OF IQALUIT may set off any payment due the Contractor against any monies owed by the Contractor to the CITY OF IQALUIT.

8.3 The City of Iqaluit will pay the Goods and Services Tax (GST).

8.4 Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later. Invoices from Nunavut Contractors (as defined by the CITY OF IQALUIT NNI Policy) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the services, whichever is later.

8.5 The CITY OF IQALUIT may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a Subcontractor arising out of the execution of work, pay any amount, which is due and payable to the Contractor under the contract, if any, directly to the obligee of and the claimants against the Contractor or Subcontractor.

9. INSURANCE AND LIABILITY

9.1 The Contractor's liability to the City of Iqaluit for claims arising out of this Agreement, or in any way relating to the Services, will be limited to direct damages and to the re-performance, without additional compensation, of any Services not meeting a normal professional standard of care and such liability will, in the aggregate, not exceed the amount of \$1,000,000.00. The limitations of liability will apply, to the extent permitted by law, whether Contractor's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and will extend to and include Contractor's directors, officers, employees, insurers, agents and sub-contractors.

9.2 In no event will either party be liable to the other party for indirect or consequential damages including without limitation loss of use or production, loss of profits or business interruption.

9.3 The Contractor shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:

- a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or any sub-contractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the CITY OF IQALUIT.



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- b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Contractor's employees engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (d) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
- c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
- d) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:
- Products & Completed Operations Liability *
 - Contractor's Protective Liability
 - Blanket Contractual Liability
 - Broad Form Property Damage
 - Personal Injury Liability
 - Cross Liability
 - Medical Payments
 - Non-owned Automobile Liability *
 - Contingent Employers Liability *
 - Employees as Additional Insureds *
- *WHERE APPLICABLE
- e) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.

All policies shall provide that thirty days written notice be given to the CITY OF IQALUIT prior to any cancellations of any such policies.

The Comprehensive General Liability Insurance policies shall name the CITY OF IQALUIT and any permitted sub-contractors as additional insureds only with respect to the terms of this contract and shall extend to cover the employees of the insureds hereunder.

The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

The Contractor shall deposit with the CITY OF IQALUIT prior to commencing with the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the CITY OF IQALUIT and with insurance companies satisfactory to the CITY OF IQALUIT.

IN WITNESS WHEREOF the parties hereto have set their hand and seals as of the date and year entered below.



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FOR THE CITY OF IQALUIT:

FOR THE CONTRACTOR:

Name/Title

Name/Title

Signature

Signature

Date

Date

Witness

Witness

END OF SECTION