



**REQUEST FOR PROPOSAL  
FOR THE PROVISION OF CONSULTANT SERVICES FOR**

**UNNAMED LAKE – WEIR DESIGN**

**PROPOSAL CALL: August 26, 2022**

**PROPOSALS DUE: September 14, 2022 @ 3:00:00pm Local Iqaluit Time**

**2022-RFP-037**



## TABLE OF CONTENTS

<b>1.</b>	<b>PROJECT OVERVIEW .....</b>	<b>4</b>
1.1	Background .....	4
1.2	Definitions .....	5
1.3	Project Scope .....	6
<b>2.</b>	<b>INSTRUCTIONS TO PROPONENTS .....</b>	<b>7</b>
2.1	Submission .....	7
2.2	Inquiries .....	7
2.3	Addenda .....	7
2.4	Proponent Requirements .....	8
2.5	Opening of the Proposals .....	8
2.7	Validity of Offer .....	8
2.8	Intended RFP Process Schedule .....	8
<b>3.</b>	<b>PROPOSAL REQUIREMENTS .....</b>	<b>9</b>
3.1	Technical Submission Requirements .....	9
3.2	Financial Submission Requirements .....	11
<b>4.</b>	<b>EVALUATION .....</b>	<b>12</b>
4.1	Evaluation Committee .....	12
4.2	Evaluation Stages .....	12
4.3	Mandatory Requirements .....	13
4.4	Rejection of Unacceptable Proposals .....	13
4.5	Evaluation Criteria .....	14
<b>5.</b>	<b>TERMS AND GENERAL CONDITIONS .....</b>	<b>14</b>
5.1	Terms and Conditions .....	14
5.2	No Collusion .....	16
5.3	Conflict of Interest .....	16
5.4	Accuracy of Information .....	16
5.5	Confidentiality .....	16
5.6	Working Language .....	17
5.7	Terms of Payment .....	17
5.8	Cash Flow Expenditure Forecast .....	18
5.9	WSIB/ WSCC Certificate .....	18



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
2022-RFP-037



5.10	Health and Safety .....	18
5.11	Project Reporting.....	18
<b>6.</b>	<b>CONSULTANT SCOPE OF WORK .....</b>	<b>18</b>
6.1	Phase 1a - Hydrology Assessment and Options Analysis Study.....	18
6.3	Phase 2 (Optional) – Tendering Assistance, Contract Administration, Site Inspection and Engineering Support Services (2023) .....	22
6.4	Geotechnical Scope of Work .....	25
6.5	Survey Scope of Work.....	27
<b>7.</b>	<b>SCHEDULE.....</b>	<b>27</b>
7.1	Timelines.....	27
7.2	Submission Requirements.....	28
<b>APPENDIX A – COST SUBMISSION FORM .....</b>		<b>29</b>
<b>APPENDIX B – SUPPLEMENTARY CONDITIONS .....</b>		<b>31</b>
<b>APPENDIX C – SUB-CONSULTANT LIST .....</b>		<b>33</b>
<b>APPENDIX D – INFORMATION PROVIDED BY THE CITY.....</b>		<b>34</b>
<b>APPENDIX E – CITY OF IQALUIT SERVICES AGREEMENT .....</b>		<b>35</b>
<b>APPENDIX F – SIGNING SHEET .....</b>		<b>42</b>

## 1. PROJECT OVERVIEW

The City is seeking to retain a Consultant to provide engineering and design services for the UnNamed Lake Weir Design. The Consultant's team will be retained to provide technical and professional services for designing a weir that will be used to accurately measure outflow from UnNamed Lake into the Apex River for the Project.

The City invites individual firms or consortiums of firms to submit Proposals for the above-referenced Project in accordance with the terms and conditions of this Request for Proposal document.

### 1.1 Background

#### 1.1.1 Location

Iqaluit is the capital of the Nunavut Territory and is located at the south end of Baffin Island near the end of Frobisher Bay (63°45'N latitude and 68°31'W longitude). Access to Iqaluit is provided by regular scheduled commercial aircraft year-round, snowmobile trails from other Baffin Island communities in the winter, and sealift from the port of Montreal and Valleyfield in the summer.

#### 1.1.2 Geology and Terrain

Iqaluit's location is above the tree line and within the permafrost zone of Canada. The region generally consists of glacially scoured igneous/ metamorphic terrain. In some locations, a thin layer of organic material is found.

#### 1.1.3 Climate

Iqaluit has an Arctic climate with an average January temperature of -21.5°C and July average temperature of 8°C. The annual precipitation is made up of 19.2 cm of rainfall and 255.0 cm of snowfall for a total of 43.0 cm of precipitation. The prevailing winds are northwest at 16.7 km/hr.

#### 1.1.4 City Growth and Population

The City is the newest Capital City in Canada and as a result has experienced a period of rapid development and growth. Iqaluit is the seat of government for the Territory of Nunavut and is the home base of many federal and territorial government departments. The City is rapidly developing into a regional center for the territory with many northern businesses in Inuit organizations making it their base of operations. The current population of Iqaluit is estimated at about 7,000 people with an average annual growth rate between three and four percent.

#### 1.1.5 Land Ownership System

Iqaluit has a unique land ownership system. The major land owners in Iqaluit are the Commissioner of Nunavut, the City and the regional Inuit associations. These entities in turn lease land to individuals, corporations and other government departments. The

City land is administered by a land acquisition by-law and by a Territorial Statute. Generally speaking, there is no private ownership of land.

## 1.2 Definitions

The following terms and definitions listed shall apply within this RFP:

<i>City/ Client/ Owner</i>	means the Municipal Corporation of the City; means the entity as defined in the Supplementary Conditions, which may be the same entity as the City as defined herein.
<i>City Representative</i>	means the individual, assigned to the Project, who will be representing the City.
<i>City Website</i>	means <a href="http://www.iqaluit.ca">www.iqaluit.ca</a> .
<i>Class A Estimate</i>	means an estimate that is accurate to +/- 10% that is used to establish cost for the construction of the Project and is based on 99% complete design package which is ready for tender.
<i>Class B Estimate</i>	means an estimate that is accurate within +/- 15% and is based on a 66% design development.
<i>Class C Estimate</i>	means an estimate that is accurate within +/- 20% and is based on a 33% design development.
<i>Class D Estimate</i>	means an estimate that is accurate within +/- 30% and is based on conceptual design sketches.
<i>Closing Time</i>	means the time set out in paragraph 4.1.
<i>Contractor</i>	means the entity who will be providing construction services to perform the work.
<i>Construction Contract</i>	means the executed agreement between the City and the Contractor for the work.
<i>Evaluation Committee</i>	means a committee appointed by the City in order to evaluate all submitted proposals in order to determine a preferred proponent.
<i>Preferred Proponent</i>	means the company or firm that has been selected by the City's Evaluation Committee and who will initially discuss the contract arrangements based upon acceptance of the proponent's proposal.

<i>Consultant</i>	means the Consultant who will provide the technical and professional services defined in the Request for Proposal.
<i>Professional Services</i>	means the technical and professional services to be provided by the Consultant for this contract.
<i>Project</i>	means the UnNamed lake – Weir Design.
<i>Project Manager</i>	means the Project Manager assigned by the City, who will be responsible for managing the execution of the Project.
<i>Project Team</i>	means the group of people which includes the City Representative, the Project Manager, the Discipline Design Leaders and any other person invited from time to time by the City Representative of the Project Manager.
<i>Proponent</i>	means a company or firm intending to submit a Proposal and from whom a Proposal submission was received.
<i>Proposal</i>	means the document submitted in response to the Request for Proposal.
<i>Supplementary Conditions</i>	means the Supplementary Conditions forming APPENDIX B.
<i>This contract</i>	means the Consultant contract for which this Request for Proposal is issued.
<i>User group</i>	means the City or the users of the facility for which the City is responsible.

### 1.3 Project Scope

The City of Iqaluit is contemplating using UnNamed Lake as a supplementary permanent water supply source for the City’s municipal water needs. In previous studies and assessments of UnNamed Lake, limited outflow data has been available for feasibility assessments. In lieu of objective and verifiable data, approximations were used to complete water balance modelling and to assess viability of using UnNamed Lake as a the permanent water supply source.

To provide more accurate, long-term data on the outflows from UnNamed Lake, the City of Iqaluit is seeking to install a weir at a suitable outflow location. This weir will facilitate accurate outflow measurements from UnNamed and will be used to validate the use UnNamed Lake as a permanent water supply source. Accurate outflows existing UnNamed Lake will be measured from the preferred weir location.



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
2022-RFP-037



## 2. INSTRUCTIONS TO PROPONENTS

### 2.1 Submission

Proponents must submit their proposals by electronic submission (PDF format), through MERX before 3:00:00pm local Iqaluit time on the date identified in **Section 2.8**. MERX can be accessed via the following website link – <https://www.merx.com/>. Proponents must address proposals to:

City of Iqaluit  
Sumon Ghosh  
Director of Engineering and Capital Planning  
901 Nunavut Drive, P.O. Box 460  
Iqaluit, Nunavut, X0A 0H0

Proponents will be required to submit a Technical and Financial Submission as part of their offer, in separate files. Files should be labeled as follows:

Technical Submission:      “*TECHNICAL PROPOSAL – UNNAMED LAKE – WEIR DESIGN – Proponent Name*”

Financial Submission:      “*FINANCIAL PROPOSAL – UNNAMED LAKE – WEIR DESIGN – Proponent Name*”

It is the Proponent’s responsibility to confirm successful submission of the proposal to MERX prior to the deadline.

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

### 2.2 Inquiries

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

Jose Bueno  
Assistant Project Manager  
[jose.bueno@colliersprojectleaders.com](mailto:jose.bueno@colliersprojectleaders.com)

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

The deadline for submitting inquiries will be on the date identified in **Section 2.8**.

### 2.3 Addenda

If it is determined that an amendment is required to this RFP, a written addendum will be posted via Merx and the City’s website. It is the Proponents responsibility to check Merx and the City’s website to confirm whether an addendum has been posted. The

only way this RFP may be added to or amended in any way is by a formal written addendum. No other communication whether written or oral from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent.

The City may amend, supplement or otherwise modify this RFP at any time and from time to time prior to the Proposal submission date, only by written addenda.

**2.4 Proponent Requirements**

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

**2.5 Opening of the Proposals**

There will be no public opening of the Proposals.

**2.7 Validity of Offer**

The proposals shall remain open for acceptance for a period of not less than sixty (60) calendar days from the closing date of this Request for Proposal.

**2.8 Intended RFP Process Schedule**

The City estimates the schedule for the Request for Proposal process milestones will be as follows:

*Table 1 – RFP Process Schedule*

Milestone	Date
Issue RFP	August 26, 2022
Last Day for Proponent Questions	September 9, 2022
RFP Closes – Submission Deadline	September 14, 2022 @ 3:00:00pm
Evaluation & Determination of Preferred Consultant	September 15-23, 2022
Contract Creation/ Circulation for Signatures	September 26-30, 2022
Contract Award	October 5, 2022
Project Kick-Off Meeting	October 10, 2022



### 3. PROPOSAL REQUIREMENTS

Proponent submissions should be prepared in sections, with the content of each section as specified below. Concise submissions which address the section requirements are encouraged. Where a maximum number of pages are specified, each page is based on a single-side of an 8 ½ x 11 sheet, with text no smaller than size 11 Arial font. The technical submission will be limited to twenty (20) pages single-sided with three (3) additional 11” x 17” pages for schedule and level of effort table. There are no page limits or restrictions to the financial submission.

The technical submission must not have any financial details included. If aspects of the financial offer are included in the technical submission, the City may choose to disqualify the Proponent.

#### 3.1 Technical Submission Requirements

##### 3.1.1 Section A – Understanding of the Project (10 points)

Provide a written statement demonstrating the Proponent’s understanding of the overall Project, the goals and objectives of this assignment, and its relevance to the overall delivery of the Project. Identify any risks and challenges, based on the Proponents understanding of the Project, based on the information presented in this RFP, and provide mitigation measures which will ensure successful project delivery.

Provide a description of the Proponent’s vision for the assignment by comparison and contrast to reference projects which are similar examples of the Proponent’s work. The details of each project should be included at Section B. The Evaluation Committee is interested in understanding how these reference projects responded to the project requirements and how these relate to the Proponent’s understanding of the requirements for this assignment.

##### 3.1.2 Section B – Reference Projects (15 points – 5 points per project)

Provide information for Projects completed in the last 10 years that are relevant to this project. Provide three (3) reference projects. The projects listed should illustrate experience in the following areas:

- .1 Design of a Weir in rough terrain or previously undisturbed land;
- .2 Civil design in an Arctic environment;
- .3 Research and investigation assignments related to water body flow measurements;

The Proponent should describe their roles and responsibilities on each of the projects, whether the projects were joint ventures along with the names of the other parties of the joint venture, and a brief description of the project/ assignment. For each project, identify a Client contact and provide contact information (email and phone number). The

Evaluation Committee may consult with the persons indicated as references by the Proponents in order to obtain feedback on the Proponent’s performance on previous Projects and to understand the relationship between the Client and the Proponent. The technical ratings may be adjusted, based on the interviews and feedback from reference consultations. Proponents must ensure that phone numbers and e-mail addresses of references are accurate and still valid.

When identifying a reference project, the Proponent should consider how their project relates to the assignment described in this RFP, along with the goals and objectives of the overall Project. Photographs representing each reference project are encouraged.

### 3.1.3 Section C – Work Plan (25 points)

Provide a work plan detailing the methodology and approach to be taken to deliver the assignment, reflecting the schedule outlined in this Request for Proposal. Identify the proposed schedule along with key milestones for meetings with the City group. Include in this section a schedule for the provision of services (Gantt chart), identifying the time required for the Proponent’s work and a breakdown of the time (number of hours) allocated for each task and Consultant (if applicable) during the work identified in the Request for Proposal. Include a description of major tasks, sub-tasks, methods/ systems and personnel that the firm proposes to use for options analysis, detailed design and contract administration.

The Proponent shall describe what Inuit, local and Nunavut content, if any, shall be utilized.

### 3.1.4 Section D – Corporate Qualifications and Experience (5 points)

Provide a statement of qualifications for the Proponent and other major consultant firms included in the Design Team (civil, structural, mechanical, electrical, and process control engineers) including:

- .1 Year founded as current corporate entity;
- .2 Permanent office address; and
- .3 List a maximum of 5 reference Projects (do not provide Project details as these should be listed in Section B.

### 3.1.5 Section E – Qualifications and Experience (15 points)

Provide an organizational chart describing the Proponent’s Project Team for the assignment, which includes lead positions such as the Project Manager, Project Sponsor/ Principal and Design Leads. Proponent to include key Sub-Consultant’s (if applicable) along with their position within the Project Team. Provide a summary of key Project Team personnel, and include the information below:

- .1 Name;

- .2 Corporate affiliation;
- .3 Role and title on the Project, including the period for which the individual is to be associated with the Project, and the extent of the individual's time that will be devoted to the Project during that period; and
- .4 List any reference Projects provided in Section B (do not provide Project details) and describe the individual's role on each of the Projects.

Include the individual's resume immediately after the individual's summary. It is the City's understanding that the Project Team proposed by the Proponent in this section will be committed to the full delivery of the assignment. Changes to the Proponent's Project Team must be approved by the City.

### 3.1.6 Section F – List of Sub-consultants

Provide a list of all consultants the Consultant will be looking to engage as “Sub-Consultants” for the execution of the Project.

### 3.1.7 Section G – Mandatory Submission Requirements (pass/fail)

Provide all mandatory requirements, as identified in Section 4.3. Proponents who fail to submit mandatory items will not proceed to the next phase of evaluation.

## 3.2 **Financial Submission Requirements**

### 3.2.1 Consultant's Professional Fees (30 points)

Submit a completed and unqualified Cost Submission Form, included in Appendix A, along with a Consultant's corresponding level of effort fee table, complete with positions, hours, rates, and fee breakdown, based on the work being requested under this RFP for a Fixed Fee. The level of effort table must be broken up based on major project tasks/ phases (i.e. detailed design phase, tender support, contract administrator/ site inspection, etc.).

The fee table must also include a breakdown on expenses/ disbursements, based on the requirements described in the Terms of Reference. The Proponent must use per diem rates established by the National Joint Council for the Territory of Nunavut. Accommodations will be provided by the City of Iqaluit at a City owned residence. The Proponent will be responsible for transportation requirements and must include this in their fee proposal for expenses/ disbursements. All expenses/ disbursements will be invoices at cost with no mark-up.

The completed Cost Submission Form and level of effort fee table shall form part of the contract document to be used between the City and the Preferred Proponent. The rates included in the fee table will be used in the event the scope of work is changed and provisions of the contract value to be changed during the project period.

The Financial Submission will not be opened until after the evaluation of the technical submission has been completed and satisfied per the required criteria.

## **4. EVALUATION**

### **4.1 Evaluation Committee**

The evaluation of Proposals will be undertaken by an Evaluation Committee appointed by the City. The Evaluation Committee may consult with technical, financial and other advisors, as the Evaluation Committee, in its sole discretion, may decide. The Evaluation Committee will reach a consensus through discussions internal to the Committee.

### **4.2 Evaluation Stages**

Proposals will be evaluated in four stages:

#### **4.2.1 Evaluation of Mandatory Criteria**

Proposals that do not meet the mandatory criteria will be rejected (Refer to Section 4.3 below).

#### **4.2.2 Technical Evaluation – Total Value 70 Points**

Subject to the Evaluation Committee's right to reject an unacceptable Proposal under Section 4.4, the Evaluation Committee will evaluate and score the Proposal information provided using Table 2 in Section 4.5 as a guide to assign scores. For each criterion, each Proposal will be assessed, and points will be awarded on the basis of the extent to which the requirements of the Request for Proposal documents are satisfied, and the comparative merit of the individual Proposal as compared to other Proposals.

Proposals will be ranked from highest to lowest in terms of meeting the City's requirements and containing technical merit. Proponents are required to achieve a minimum score of 70% (49/70 points) on the Technical Evaluation, in order to qualify for review of the Financial Submission.

#### **4.2.3 Financial Evaluation – Total Value 30 Points**

Financial evaluation of cost criteria will be conducted after evaluation of the technical criteria and reference checks.

A total of 30 points will be awarded on the basis of the Fixed fee Proposal, and the distribution of fees to each phase of the Project.

The points for price will be awarded as follows:

The score for the Financial Submission will be in accordance with the following formula:

$$\text{Proponent Score} = \frac{\text{Lowest Financial Offer}}{\text{Proponent Financial Offer}} \times 30 \text{ points}$$

#### 4.2.4 Selection

The Evaluation Committee will rank the Proponents, using the combined Technical and Financial score, from which it will select the Preferred Proponent. The Preferred Proponent's Proposal will be recommended to the City for the award of a contract for Consultant services based on the Proponents standing in the evaluation review process.

#### 4.3 **Mandatory Requirements**

As indicated in Section 1 of this Request for Proposal, Proponents may be individual firms, or consortia of firms. In order for Proponent's Proposals to be considered for further evaluation they must demonstrate in their Proposals that the following mandatory requirements can be met.

Proponents must:

- .1 Provide evidence satisfactory to City from the Proponent's insurer that the Proponent is able to obtain the insurance coverage as specified in APPENDIX E City's Standard Service Agreement;
- .2 Include the submission of the Proponent's latest valid WSCC/ WSIB Certificate of Clearance;
- .3 Include a completed sign-off of Proposal submission, as per the requirements in APPENDIX F; and

#### 4.4 **Rejection of Unacceptable Proposals**

The Evaluation Committee may at any time reject a Proposal without completing a full evaluation (including a Proposal from a Proponent that complies with the Mandatory Requirements), if in the judgment of the Evaluation Committee further consideration of the Proposal would not be acceptable as the basis for a contract considering the evaluation criteria indicated in Section 4.5 below.

The City reserves the right without liability, cost or penalty, in its sole discretion to disqualify any Proposal before its full evaluation if the Proposal reveals a conflict of interest, incorrect information, or misrepresentation by the Proponent of any information provided in its Proposal. The City further reserves the right without liability, cost or penalty, in its sole discretion to disqualify any Proposal where there is evidence that the Proponent, its employees, agents or representatives colluded with one or more other Proponents or any of their respective employees, agents or representatives in the preparation of the Proposal.

#### 4.5 Evaluation Criteria

The Evaluation Committee will evaluate eligible Proposals to determine the Proposal which best meets the needs of the City, using the weighting criteria indicated in Table 1 below as a guideline.

*Table 2 – RFP Evaluation Criteria*

EVALUATION CRITERIA	WEIGHTING
<b>Technical Submission</b>	
Section A – Understanding of the Project	10 points
Section B – Reference Projects	15 points
Section C – Work Plan	25 points
Section D – Corporate Qualifications and Experience	5 points
Section E – Qualifications and Experience	15 points
<b>Technical Score Sub-Total:</b>	<b>70 points</b>
<b>Financial Submission</b>	
Consultant Fees – Cost Submission Form	30 points
<b>Financial Score Sub-Total:</b>	<b>30 points</b>
<b>Total RFP Evaluation Score:</b>	<b>100 points</b>

### 5. TERMS AND GENERAL CONDITIONS

#### 5.1 Terms and Conditions

- 5.1.1 Submission of a Proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by all the terms and conditions of this Request for Proposal.
- 5.1.2 The City will not make any payments for the preparation of a response to this Request for Proposal. All costs incurred by a Proponent will be borne by the Proponent.
- 5.1.3 This is not an offer. The City does not, by virtue of this Proposal call, commit to an award of this Proposal, nor does it limit itself to accepting the lowest price or any Proposal submitted, but reserves the right to award this Proposal in any manner deemed to be in the City’s best interest.
- 5.1.4 Proponents may not amend their proposal after the closing date and time but may withdraw their proposal at any time prior to acceptance by the City and issuing a Letter of Intent.



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
2022-RFP-037



- 5.1.5 The City has the right to cancel this Request for Proposal at any time and to reissue it for any reason whatsoever, without incurring any liability and no Proponent will have any claim against the City as a result of the cancellation or reissuing of the Request for Proposal.
- 5.1.6 The City will not be responsible for any Proposal that does not indicate the Request for Proposal reference, and the Proponent's name.
- 5.1.7 The City will not be responsible for any Proposal that is delivered to any address or in any manner other than that provided in Section 2.1 of this Request for Proposal.
- 5.1.8 If a contract is to be awarded as a result of this Request for Proposal, it will be awarded to the Proponent whose Proposal 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.
- 5.1.9 If the City decides to award a contract based on a submission received in response to this Request for Proposal, the Successful Proponent 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. Proponents will not acquire any legal or equitable rights or privileges whatsoever until a Contract is signed by both parties. In the event of any inconsistency between this Request for Proposal, and any ensuing contract, the contract shall govern.
- 5.1.10 The 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 Proposal, the accepted Proposal as well as such other terms as may be mutually agreed upon, whether arising from the accepted Proposal or as a result of any negotiations prior or subsequent thereto. The City reserves the right to negotiate modifications with any Proponent who has submitted a Proposal.
- 5.1.11 A copy of the Services Agreement is included as APPENDIX E.
- 5.1.12 Any amendment made by the City to the Request for Proposal will be issued in writing and sent to all who have received the documents.
- 5.1.13 An Evaluation Committee will review each Proposal. The City reserves the exclusive right to determine the qualitative aspects of all Proposals relative to the evaluation criteria.
- 5.1.14 Proposals will be evaluated as soon as practicable after the closing time. No detail of any Proposal will be made public except the names of all parties submitting Proposals.
- 5.1.15 The proposal and accompanying documentation submitted by the proponents are the property of the City and will not be returned.
- 5.1.16 Proponents must acknowledge receipt of any addenda issued by the City in their Proposal.

- 5.1.17 Proponents shall disclose in its Proposal any actual or 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.
- 5.1.18 Proponents and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this Request for Proposal, other than the City Representative named in section 2.6, at any time prior to the award of a contract or the cancellation of this Request for Proposal.

## **5.2 No Collusion**

By submitting a Proposal, the Proponent, and each firm, corporation or individual member associated with the Proponent's Proposal submission, represents and confirms to the City, with the knowledge and intention that the City may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents. Include confirmation of this under Item 3.1.8 of the Proposal submission.

## **5.3 Conflict of Interest**

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with Colliers Project Leaders, the City, its elected officials or employees, or any known participants in the Project. The City may rely on such disclosure.

Under Item 3.1.8 of the Proposal submission, include confirmation of the Proponent's agreement to conform to the conflict of interest requirements and disclosures as indicated in Supplementary Conditions SC2 – CONFLICT OF INTEREST.

## **5.4 Accuracy of Information**

While the City has used considerable efforts to ensure an accurate representation of information in the Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The City gives no representation whatsoever as to the accuracy or completeness of any of the information set out in this Request for Proposal, or any other background or reference information or documents prepared by third parties and made available to Proponents. Proponents will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the City or its representatives, agents, consultants and advisors, with respect to such information.

## **5.5 Confidentiality**

Proponents shall treat all information received through this Request for Proposal process and subsequent contract award as confidential and will not disclose such information to any person except with the prior written consent of the City.



Under Item 3.1.8 of the Proposal submission, include confirmation of the Proponent's agreement to conform to the confidentiality requirements as indicated in Supplementary Conditions SC1 – CONFIDENTIALITY. The Consultant shall ensure that all drawings, specifications and other documentation prepared for the Project and designated as confidential by the Owner, are prominently stamped on each page or sheet of each document with the word "CONFIDENTIAL" prior to release for construction bidding purposes or during the course of the Work.

## **5.6 Working Language**

All Proposals must be written in English.

## **5.7 Terms of Payment**

The Proponent shall be reimbursed monthly for works completed for each service provided. Invoices are to be submitted on a monthly basis, and shall include:

- .1 the project title.
- .2 the service contract number.
- .3 a description of the work completed.
- .4 billing summary, which includes the tasks as set forth in the costing submission, the proposed costs, cost to date, percentage invoiced to date, and the percentage of work completed to date for each task.
- .5 backup for all disbursements (time sheets may be requested).

The monthly invoice should be reviewed as a draft by the Consultant and the Project Manager in order to validate the fee and services being claimed. The Proponent is to update the invoice (as required), as per comments/ feedback received from the Project Manager. The Project Manager and Proponent are to determine at the Project Kick-Off meeting the date which draft monthly invoices are to be reviewed.

The final invoice is to be submitted to the Project Manager for processing with the City. Invoices that are issued directly to the City's Accounts Payable Department will not be processed. Invoices must be submitted for payment by the 15<sup>th</sup> of every month, for previous months work (e.g. invoice must be submitted by February 15<sup>th</sup> for work completed up to January 31<sup>st</sup>).

No payment will be made for the cost of work incurred to remedy errors or omissions for which the contractor is responsible. No additional invoicing will be accepted above and beyond what the City has agreed to as per the contract. At no time shall the contract upset limit be exceeded without prior written authorization from the City.

## **5.8 Cash Flow Expenditure Forecast**

The Proponent is to submit a cash flow expenditure forecast identifying how the Proponent anticipates invoicing the City on a monthly process, based on the established schedule. An update cash flow expenditure forecast is to be submitted with every monthly invoice.

## **5.9 WSIB/ WSCC Certificate**

Under Item 3.1.8 of the Proposal submission, include submission of the Proponent's latest WSIB or WSCC Certificate of Clearance (failure to submit a certificate or letter of exemption from coverage with the Proposal may result in disqualification of the Proposal). Proponents with no WSCC coverage must apply to the Government of Nunavut with 10 working days of starting operations.

## **5.10 Health and Safety**

The successful Proponent shall provide the City a copy of its Health and Safety plan within 5 calendar days of execution of the contract for design and contract administration services. The successful Proponent shall comply at all times with the City's health and safety requirements while working in Iqaluit.

## **5.11 Project Reporting**

The Consultant will be required to provide monthly status reports, which must communicate the following: assignment status, work completed to date, work remaining, schedule progress (baseline and approved changes), and financial status (original contract value, current contract value, % complete vs. % spent). The report is to be submitted to the City's Project Manager.

## **6. CONSULTANT SCOPE OF WORK**

To provide more accurate, long-term data on the outflows from UnNamed Lake, the City of Iqaluit is seeking to install a weir at the outflow location, the location of which is to be determined through this RFP.

The consultant will be required to perform a hydrology assessment and options analysis of the UnNamed Lake outflow and surrounding area to determine the ideal location to construct the weir and provide a recommendation to the City. Following acceptance by the City of the preferred option, the consultant will be required to complete the design of the weir.

### **6.1 Phase 1a - Hydrology Assessment and Options Analysis Study**

**Purpose:** Review the hydrology of the outflow area of UnNamed Lake. Perform a topographic site survey and geotechnical investigation and identify locations that could be potential sites for the weir. Review the potential

site(s) identified during the hydrology assessment, establish evaluation criteria, and provide a recommendation to the City for the preferred location. The evaluation criteria should consider factors such as estimated cost, ease of access, and constructability among others determined by the consultant and the City. Given the investigation and research nature of this assignment, the Consultant will be required to identify any necessary permit applications to complete this assignment.

The Consultant shall:

1. Complete all required project set up, coordination and administration as required to complete the work. This will include attendance at the initial kick off meeting, subsequent bi-weekly meetings and engagement of operational staff to understand existing issues, understand other interfacing project work etc. For efficiency purposes, all phases can be discussed at the same meetings.
2. Complete a desktop study of all available City of Iqaluit design guidelines, City planning documents, as built records, previous reports, and relevant UnNamed Lake information. This task will include a gap analysis assessing or identifying any missing information required to complete the work.
3. Following the desktop review, complete a detailed topographical survey of outflow area of UnNamed Lake. Identify and include allowance for geotechnical investigations and adjust depending on the Consultants design approach. Refer to Section 6.4, and 6.5 for respective geotechnical and survey scope details.
4. Identify permitting requirements to complete this scope of work and complete initial engagement of Authorities Having Jurisdiction / key stakeholders to confirm work scope and permitting requirements.
5. Develop evaluation criteria and identify the preferred location for the construction of the weir. The evaluation criteria should consider factors such as estimated cost, ease of access, and constructability among others determined by the consultant and the City.

A non-exhaustive list of required deliverables for this phase is provided below:

1. Survey drawing deliverables.
2. Geotechnical report.
3. Safety Plan/ Risk Assessments for any on site work (including any COVID-19 mitigation measures).
4. Options Analysis report including evaluation criteria.

5. Site visit, inspection, and investigation reports.
6. Photographs.

## 6.2 Phase 1b - Detailed Design and Tender Ready Documents

**Purpose:** To produce final design detailing required installations, equipment and materials in order to satisfy the intent of the project. Prepare all necessary construction drawings, including site plans, general arrangements, elevation/ sections and construction details for all disciplines on a basis of the approved final design. Prepare the contract documents, which includes the bidding instructions, bidding forms, conditions of the contract, supplementary conditions, and specification. Following on from the previously Phase 1a, the Consultant will be required to assist with the preparation of permit applications.

The Consultant shall:

1. Complete all required project set up, coordination and administration as required to complete the work. This will include attendance at the bi-weekly meetings and engagement of operational staff to understand existing issues, understand other interfacing project work etc. For efficiency purposes, all phases can be discussed at the same meetings.
2. Establish design criteria for weir installation. Document design criteria in a technical memorandum and include an overview of anticipated temporary site works to facilitate the installation, logistical procurement constraints and an overview schedule estimate. Include consideration for sea lift dates and the procurement of materials (including opportunities for advanced procurement of materials).
3. Chair and minute meetings with the Project Team for the duration of the detailed design phase. Allow for design review meetings including one (1) design criteria review meeting, one (1) 50% design review meeting, (1) 90% design review meeting and one (1) 100% design review meeting. Complete updates to design documentation following receipt of City stakeholder comments.
4. Promptly advise as to the financial or schedule impact of any changes or additions requested by stakeholders to any previous set of design deliverables.
5. Prepare 50% design drawings and outline specifications, along with a Class C cost estimate, for review by the City. The design is to be progressed in communication with the Project Team and any other stakeholders to use as many locally and readily available materials as possible.

6. Proceed with 90% design upon approval of the 50% design deliverables by the City. Prepare 90% design drawings and specifications for review and approval by the City. Produce a Class B cost estimate for review by the City. Prepare a detailed schedule estimate.
7. Proceed with final 100% tender ready documents upon approval of the 90% design deliverables by the City, that includes a Class A cost estimate.
8. Manage and coordinate the services of sub-consultants, as applicable.
9. A complete set of tender ready documents including detailed drawings and technical specifications will be prepared ready for tendering. This shall include front end solicitation documents to the City's latest templates.
10. Continue to review applicable statutes, regulations, codes and by-laws as the design of the project is developed. Comply with any relevant Water License requirements.
11. Support the identified City / Colliers Project Manager, as required, in preparing any permit application documents identified in Phase 1a.
12. Work with the City's Communications team to develop a Stakeholder Engagement Plan, including the preparation of consultation material.

A non-exhaustive list of required deliverables for this phase is provided below:

1. Project initiation documentation, including records of insurance, Works insurance, bi-weekly status reports etc.
2. Provide meeting agendas and project meeting minutes for all meetings. Distribute meeting minutes within 72 hours of meeting.
3. Baseline schedule for Consultant Work.
4. Anticipated progress billing milestone.
5. Draft invoices for City representative's review.
6. Technical memorandum identifying design criteria, risk register, logistical constraints, and overview schedule.
7. Stakeholder engagement plan and related consultation materials.
8. 50% design drawings, outline specifications, and Class C cost estimate.
9. 90% design drawings, specifications, Class B cost estimate and schedule estimate.

10. Site Specific Materials Management Plan
11. 100% tender ready drawings and specifications, complete set of tender documents, and a Class A cost estimate.

**6.3 Phase 2 (Optional) – Tendering Assistance, Contract Administration, Site Inspection and Engineering Support Services (2023)**

**Purpose:** Provide tendering assistance and respond to tenderer queries (including consultation with City staff). Administer the construction contract, and complete **fulltime** (based on contractor’s schedule, assume construction will begin in July 2023) inspection of the construction work to ensure compliance with the design documents. Please refer to cost submission for level of effort estimated to base the proposal on. Award of Phase 2 services are at the City’s sole discretion subject to available funding for completion of construction services in 2023.

The Consultant shall:

1. Be a representative of the City.
2. Advise and consult with the City.
3. Assist the City in responding to Construction proponents during the tender call period through addenda and complete checks on submitted tenders for any irregularities.
4. Review bid submissions and provide a recommendation of award.
5. Have the authority to act on the City’s behalf to the extent provided in this RFP and the Contract Documents.
6. Have the authority to act on the City’s behalf to the extent provided in this RFP and the Contract Documents.
7. Have access to the Work at all times wherever it is in preparation or progress.
8. Allow for key design leads to travel to Iqaluit for critical inspection at key points within the construction schedule. Allow for a minimum of two site visits per discipline (Civil, others-as required)
9. Forward all instructions from the City to the Contractor.
10. Carry out and coordinate as applicable the General Review/ Field Review of the work.
11. Examine, evaluate, and report to the City upon representative samples of the work.

12. Make weekly site reviews to determine general conformity of the works.
13. Keep the City informed of the progress and quality of the work, and report to the City defects and deficiencies in the work observed during the course of the site reviews.
14. In the first instance, interpret the requirements of the Contract Documents and make findings as to the performance thereunder by both the City and the Contractor.
15. Render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the City or the Contractor.
16. Render written findings within reasonable time, on all claims, disputes, and other matters in question between the City and the Contractor relating to the execution or performance of the work or the interpretation of the Contract Documents.
17. Render interpretations and findings consistent with the intent of and reasonably inferable from the Contract Documents; showing partiality to neither the City nor the Contractor.
18. Have the authority to reject work which does not conform to the Contract Documents, and whenever, in the Consultant's opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed, or completed.
19. Review and take other appropriate action with reasonable promptness upon such Contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the Work as provided in the Contract Documents.
20. Maintain an electronic log to evidence the status and disposition of Shop Drawings and other required Contractor submittals. The log shall be provided and reviewed at every Project meeting.
21. Respond to Requests for Information (RFI) and maintain an electronic log to accurately document the status of all RFI's. The log shall be provided and reviewed at every Project meeting.
22. Prepare Contemplated Change Notices and Change Orders for the consideration of the Project Manager and for the City's approval and signature in accordance with the Contract Documents and maintain electronic logs to accurately document the status of all issued and contemplated CCN's and CO's. The logs shall be provided and reviewed at every Project meeting.

23. Have the authority to order minor adjustments in the Work which are consistent with the intent of the Contract Documents when these do not involve an adjustment in the contract price or an extension of the contract time.
24. Furnish supplemental instructions to the Contractor with reasonable promptness.
25. Receive from the Contractor and forward to the City for the City's review the written warranties and related documents.
26. Receive from the Contractor and review and approve the Contractor's as-built drawings and provide to the City a complete set of electronic as-built drawings for all building systems and components.
27. Review any defects or deficiencies which have been observed and reported during that period and notify the Contractor in writing of those items requiring attention by the Contractor to complete the Work in accordance with the Contract.
28. Determine the amounts owing to the Contractor under the Contract, based on the observations and evaluation of the Contractor's application(s) for payment.
29. Issue certificates for payments in the value proportionate to the amount of the Contract and the Contractor's Schedule of Values, of work performed and products delivered to the place of the Work.
30. Determine the date of Substantial performance of the work. Issue the Substantial Performance certificate.
31. Verify the validity of the Contractor's application for final payment and issue a certificate of final payment.
32. Serve as the "Consultant" as per the CCDC 2 Stipulated Price Contract Agreement inclusive of the Supplementary Conditions between the Owner and the Contractor.
33. Complete as built drawings using contractor's redline markup drawings. Coordinate review of contractor warranty, test, and material records.

A non-exhaustive list of required deliverables for this phase is provided below:

1. Project initiation documentation, including records of insurance, Works insurance, bi-weekly status reports etc.
2. Provide meeting agendas, chair, and provide project meeting minutes for all meetings. Distribute meeting minutes within 72 hours of meeting.



3. Prepare draft and final addenda during the tendering period.
4. Anticipated progress billing milestones and prepare payment certificates for Contractor progress payments.
5. Site visit / inspection reports.
6. Contract administration documents including CCN's, CO's, RFI's, SI's, submittal records and completion records. Maintain logs for contract documents and track the timely response to Contractor's in accordance with the construction contract. This includes claim reviews and extension of time assessments.
7. Photographs (pre, during and post work completion).
8. Close out report for distribution to regulatory authorities as necessary.
9. Any exception reporting required to resolve issues as they arise during construction.
10. As built records.
11. Project History File.

#### **6.4 Geotechnical Scope of Work**

The Consultant will be required to coordinate with all utilities and with the City to allow for execution of the work. The successful Bidder shall provide the results of all investigations (including service locates) and coordinate its work with the City for incorporation into the final design.

##### **FIELD COMPONENT**

- Coordinate with the City for access to the Site.
- The estimated total number of boreholes required to complete the assessment is six (6).
- Assume average refusal depth of 2.5 m. Borehole locations to be determined from a review of background information, a site visit and/or consultation with the Project Manager/City staff, to determine the probable location of future infrastructure and areas of potential environmental or underground utility concern. Relocate to avoid obstructions as necessary, recording actual location on plan.
- Ensure that all underground services are located before excavation and provide all required locates to the City representative prior to excavating. Provide the City and Project Manager with a copy of locates performed ahead of the work.

- Record geodetic elevation of ground surface at borehole locations and relate to a known benchmark. Identify label borehole locations on future design drawing plans.
- Report/notify before equipment is removed from the Site, the following:
  - Extremely poor or unexpected soil conditions are encountered.
- Obtain samples of each soil type encountered, the first sample being at a depth not greater than 750 mm and succeeding samples at not more than 1500 mm increments of depth. Record whether samples are dry, moist, or wet.
- Restore Site to its original state upon completion of on-Site work.
- The geotechnical program included as part of this RFP is for pricing purposes. If, in the Proponent's professional experience and discussions with the City, it is determined that some or all geotechnical work may not be required, then the scope of work can be adjusted accordingly through the contract change order process. For the purposes of this RFP, pricing for the requested geotechnical program as outlined in the RFP shall be supplied.

## REPORTING

- The Geotechnical Report shall take into consideration the following factors: projected temperature increase, precipitation, extreme weather events and the rise of sea level.
- Submit a soil investigation report, complete with a Site Plans identifying the borehole locations and the proposed road footprint.
- Include (but not be limited to) in the report the following:
  - A detailed description of the soil investigation, including details of the method of soil boring used, a description of the general geology of the area and a drawing showing the actual location and elevation of the boreholes.
  - A description of the physical properties, cohesion and friction angles, soil constraints for at rest, active and passive conditions, unit weights for the various soil strata, found in each borehole and the elevation of the stabilized water table.
  - Summarize the results of all relevant boreholes, in a coordinated series of logs.
  - Any special conditions or irregularities.
  - Water conditions and flow rates for drainage, including effect of weather.
  - Recommended pavement structure, inclusive of subgrade preparation and drainage requirements.
  - Advice on any special construction difficulties that may be encountered.

- Any additional information of interest or significance.
- All reports should be supported with photographs whenever possible and submitted in PDF format.

## 6.5 Survey Scope of Work

The Consultant will be required to complete topographical surveying as specified within this RFP. The Consultant shall provide results of all investigations and coordinate its work with the City for incorporation into the final design. Although the Consultant shall ultimately determine the scope and level of survey required for this assignment, the following minimum requirements are anticipated:

The Consultant will:

- Carry out on-site reviews and field work required for, and to complete, the design of this project including survey work required to locate / identify existing features, utilities, obstructions, etc. and as required to provide measurement for tender quantities.
- The Consultant will carry out total station survey as necessary to define the work.
- Verify the accuracy and correctness of any digital mapping and control points provided by the City or publicly available.
- Verify elevation and position data to confirm all critical existing pipe inverts, outlet invert elevations, potential conflicts and surface features potentially affecting the proposed works.
- Identify all existing features, including watercourses and overflow invert levels, which may affect the work.
- Perform detailed inventory of existing facilities and features to ensure that construction reinstatement will closely match existing conditions.

## 7. SCHEDULE

### 7.1 Timelines

The Proponent must satisfy the general timelines identified below for the work.

**Table 3 – Project Schedule**

Milestone	Date
Project Kick-Off Meeting	October 10, 2022
Site Investigations Complete	November 11, 2022

Options Analysis Complete	December 16, 2022
Design Criteria Received	February 3, 2022
Tender Ready Documents Complete	April 28, 2022
Tender Period (Tentative)	May/June 2023
Construction Commences	July 2023
Project Completion/ Closeout	September 2023

## 7.2 Submission Requirements

Proponent to prepare project schedule in the form of a Gantt chart. The schedule is to include dates for the commencement and completion of each major element of the work, as per the requirements of Table 3. The key elements of the schedule will detail the various assignment milestones. The schedule will form the baseline for assignment.

The schedule will form part of the contract documents. Changes to the project schedule must be approved by the Project Manager by means of a change order. A revised schedule must be submitted describing the approved changes.



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
 2022-RFP-037



**APPENDIX A – COST SUBMISSION FORM**

Proponent's Name: \_\_\_\_\_

Proponent's Address: \_\_\_\_\_

Proponent Email/ Telephone: \_\_\_\_\_

Provide the following cost breakdown for the services detailed herein that the Proponent is proposing to offer the City of Iqaluit.

**Table A1 Fee Table**

Description	FEE
<b>Phase 1a - Hydrology Assessment and Options Analysis Study</b>	
1. Project Management and Coordination (incl. initiation, HSE documentation, background document review, and meeting attendance)	\$
2. Site Survey	\$
3. Geotechnical Investigation	\$
4. Options Analysis	\$
5. Review of Permitting Requirements and Stakeholder Engagement	\$
6. Disbursements	\$
<b>Subtotal Phase 1a</b>	<b>\$</b>
<b>Phase 1b - Detailed Design and Tender Ready Documents</b>	
1. Project Management and Coordination (incl. meeting attendance)	\$
2. Design Basis Deliverables	\$
3. 50% Design Deliverables	\$
4. 90% Design Deliverables	\$
5. 100% Design Deliverables	\$
6. Additional Stakeholder Engagements and Preparation of Permit Applications	\$
7. Other	\$
8. Disbursements	\$
<b>Subtotal Phase 1b</b>	<b>\$</b>



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
 2022-RFP-037



<b>Phase 2 (Optional) – Tendering Assistance, Contract Administration, Site Inspection and Engineering Support Services (2023)</b>	
1. Optional Phase 2 – Project Management, Coordination and Administration	\$
2. Optional Phase 2 – Tendering Assistance	\$
3. Optional Phase 2 – Contract Administration. As a minimum, CA/Inspection hours shall include allowance for the following hours: a. Contractor Administrator Hours – 200 hours b. Inspector Hours – 700 hours c. Engineering Support Hours – 100 hours d. As built records Hours – To be determined by Consultant e. Disbursements (travel and accommodation for key design lead travel as specified) f. Other hours for key resources required to fulfill requirements	\$
4. Optional Phase 2 - Other	\$
5. Optional Phase 2 - Disbursements	\$
<b>Subtotal Phase 2</b>	<b>\$</b>

**Sub-Total:** \$ \_\_\_\_\_

**GST:** \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_

Fees for changes to the work shall be as agreed upon prior to the commencement of services for the change as set out under the contract. For additional work, the proponent shall use the rates detailed below.

<b>POSITION</b>	<b>TEAM MEMBER</b>	<b>Hourly Rates (\$/hr.)</b>
Principal/ Project Sponsor		
Project Manager		
Lead Design Engineer		
Project Engineer		
Contract Administrator		
Site Inspector		

Consultant to add positions as necessary. Each discipline shall provide names for each position as necessary.

**END OF APPENDIX A**

## APPENDIX B – SUPPLEMENTARY CONDITIONS

Amend the General Conditions as follows:

Add SC1 Confidentiality

SC 1 Confidentiality

- .1 The Consultant and the Consultant’s employees and sub-Consultants shall not use, copy, disclose or otherwise communicate and information not available to the general public that was gained by them in the course of their duties related to this Contract, except as is necessary in the proper discharge of those duties. This obligation survives the Contract.
- .2 All information provided by the Consultant is subject to the disclosure and protection provisions of applicable freedom of information and privacy legislation. Such Act allows any person a right of access to records in the Client’s custody or control, subject to limited and specific exceptions.

Add SC2 Conflicts of Interest

SC 2 Conflicts of Interest

The Consultant and the Consultant’s employees:

- .1 shall conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;
- .2 shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests. Any communication with the City’s elected officials before contract award shall result in disqualification of the Proponent.
- .3 shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly, or indirectly with the performance of their duties relating to this Contract, that causes, or would appear to cause, a conflict of interest, and
- .4 shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Consultant shall promptly declare it to the Client.



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
2022-RFP-037



Add SC3 Project History File

SC 3 Project History File

- .1 All project documentation shall be considered deliverables and shall form the core of the Project History File. A project history file is to be submitted to the Client prior to project closeout. It is the Consultants responsibility to ensure that the requirements for all deliverables be applied to all sub-consultants and vendors.
- .2 All supporting and originating data (calculations, graphs, data, pictures, drawings checks, tables, etc.) that are developed and incorporated into the deliverable documentation shall be included in Project history file.
- .3 All data collected as part of the Project and relating to the deliverables that have been organized into database tables and spreadsheets shall be included electronically as supporting data for the deliverable. This information will be incorporated into the project history file
- .4 The project history file will be submitted electronically in a logical file folder structure.

**END OF APPENDIX B**





### APPENDIX C – SUB-CONSULTANT LIST

The Proponent will engage and fully coordinate the work of the following sub-consultants listed to deliver the work:

**Table C1** List of subconsultants

Consultant Name	Project Office Address	Discipline

**END OF APPENDIX C**

## **APPENDIX D – INFORMATION PROVIDED BY THE CITY**

This schedule forms part of the contract for consulting services for the UnNamed Lake Weir Design. The City will provide the following information to the Consultant:

- .1 Municipal Design Guidelines, City of Iqaluit – 2015
- .2 Good Building Practices Guideline, Government of Nunavut – 2020
- .3 Type A Water Licence – No 3AM-IQA1626 - 2016
- .4 Type A Water Licence – No 3AM-IQA1626 Amendment - 2019
- .5 Water Balance Assessment for UnNamed Lake (Modelling Report) – 2021
- .6 Review of Golder Associates UnNamed Lake Water Balance Assessment - 2019
- .7 Bathymetric Lake Surveys for UnNamed Lake and Lake Geraldine – 2019
- .8 UnNamed Lake Data Collection Summary Memorandum – 2019
- .9 UnNamed Lake Lidar Report – 2019

**END OF APPENDIX D**



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
2022-RFP-037



## 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 CONSULTANT NAME>  
(hereinafter referred to as the "Consultant")  
OF THE SECOND PART

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

AND WHEREAS the Consultant 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 Consultant wish to set out the terms and conditions relating  
to the provision of such services;

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

1. SERVICES AND PAYMENT

- 1.1 The Consultant 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.



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
2022-RFP-037



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:

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 Consultant at:

<Insert Consultant Representative Name>  
<Insert Consultant/ 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 Consultant'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 Consultant'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 Consultant 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 Consultant. This clause survives the termination of this contract.

- 5.2 Time shall in every respect be of the essence. The Consultant 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 Consultant for delays, if the Consultant can show those delays were caused by circumstances beyond the control of the Consultant.
- 5.3 The Consultant is an independent Consultant 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 Consultant. The Consultant 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 Consultant 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 Consultant hereby absolutely assigns to the CITY OF IQALUIT the copyright in the property for the whole of the term of the copyright. The Consultant 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 Consultant 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.



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
2022-RFP-037



- 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 Consultant.
- 5.11 This contract shall ensure to the benefit of and be binding on the respective administrators, successors and assignment of each of the parties hereto.

6. CONSULTANT RESPONSIBILITIES

- 6.1 The Consultant 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 Consultant under this contract.
- 6.2 The Consultant 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 Consultant for use in connection with the contract if such loss or damage is attributable to the negligence or deliberate acts of the Consultant or its employees or agents.
- 6.3 If, in the opinion of the CITY OF IQALUIT acting reasonably, the Consultant is in default in respect of any obligation of the Consultant hereunder, the CITY OF IQALUIT may rectify such default and pursue a claim against the Consultant 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 Consultant 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 Consultant 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 Consultant shall produce copies of such accounts and records upon the written request of the CITY OF IQALUIT.
- 6.6 The Consultant 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 Consultant 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 Consultant, the CITY OF IQALUIT may require the Consultant 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 Consultant must maintain as confidential all data and information made available to the Consultant, the CITY OF



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
2022-RFP-037



IQALUIT, or any other parties which is generated by or results from the Consultant'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 Consultant if, in the opinion of the CITY OF IQALUIT, the Consultant is unable to deliver the service as required, the Consultant's performance of work is persistently faulty, in the event that the Consultant 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 (Consultant 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 Consultant shall forthwith invoice the CITY OF IQALUIT for work performed to the date of termination.
- 7.3 Any invoice submitted by the Consultant 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 Consultant without penalty, expense or liability, if in the opinion of the Contracting Authority, the Consultant has failed to comply with or has in any way breached an obligation of the consultant. 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 Consultant against any monies owed by the Consultant 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 Consultant 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 Consultants (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 Consultant or a Subconsultant arising out of the execution of work, pay any amount, which is due and payable to the Consultant under the contract, if any, directly to the obligee of and the claimants against the Consultant or Subconsultant.

9. INSURANCE AND LIABILITY

- 9.1 The Consultant'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 Consultant'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 Consultant's directors, officers, employees, insurers, agents and sub-consultants.
- 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 Consultant 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 Consultant 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 Consultant or any sub-consultant, or due to unsafe working conditions, then such levy or assessment shall be paid by the Consultant at its sole cost and is not reimbursed by the CITY OF IQALUIT.
  - b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Consultant'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 Consultant and used by the Consultant 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 \*
    - Consultant's Protective Liability
    - Blanket Contractual Liability
    - Broad Form Property Damage
    - Personal Injury Liability
    - Cross Liability





REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
 2022-RFP-037



- 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-consultants as additional insureds only with respect to the terms of this contract and shall extend to cover the employees of the insureds hereunder.

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

The Consultant 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.

FOR THE CITY OF IQALUIT:

FOR THE CONSULTANT:

\_\_\_\_\_  
 Name/Title

\_\_\_\_\_  
 Name/Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

**END OF APPENDIX E**



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
2022-RFP-037



**APPENDIX F – SIGNING SHEET**

I/We, agree that we have received addenda \_\_\_\_ to \_\_\_\_ inclusive, and the Proposal Pricing includes provisions set out in such addenda.

I/We confirm agreement to conform to the confidentiality requirements as indicated in Supplementary Conditions SC1 – Confidentiality.

I/We confirm agreement to conform to the conflict of interest requirements and disclosures as indicated in Supplementary Conditions SC2 – Conflict of Interest.

Signer must have authority to bind the company.

Signed, and delivered at this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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Signature of Name (Authorized official or principal who has authority to bind the company)

---

Legal Company Name

---

Address: # Street, Municipality, Province/ Territory, Postal Code

---

Name: Print or Type

---

Title

---

Email

---

Telephone #



REQUEST FOR PROPOSAL  
**UNNAMED LAKE – WEIR DESIGN**  
2022-RFP-037



**END OF APPENDIX F**

**END OF RFP**