



REQUEST FOR TENDER

WASTEWATER/SEWER LINE CLEANING AND CCTV ASSESSMENT

BID CALL: JUNE 23RD , 2023

BIDS DUE: JULY 7TH, 2023 (3:00PM EST)

2023-RFT-059



SECTION A – TENDER CALL

1 INTRODUCTION

- 1.1 The City of Iqaluit – Department of Public Works and Engineering (the City) is issuing a Request for Tender (RFT) for qualified Proponents to provide the services as outlined in this RFT document. The purpose and objective of this project is to provide sewer/wastewater line cleaning and conducting CCTV camera survey for assessment of sewer pipes.

2 BACKGROUND

2.1 Location

Iqaluit is the capital of Nunavut and is located at the south end of Baffin Island, Frobisher Bay 64°31'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 in the summer.

2.2 Geology and Terrain

Iqaluit's location is above the tree line and within the continuous 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.

2.3 Climate

Iqaluit has an Arctic climate with January and July high and low mean temperatures of -21.5°C / -29.7°C (high/low) and 11.4°C / 3.7°C (high/low) respectively. 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 precipitation. The prevailing winds are northwest at 16.7 km/hr.

3 TENDER CALL

3.1 Proponents must submit their Tenders by:

1. Electronic bid submission through MERX Canadian Public Tenders. MERX can be accessed via the following website link – <https://www.merx.com/> .

Bid(s) should be addressed to;

Steve England,
Chief Administrative Officer
City of Iqaluit
S.England@iqaluit.ca

2. Tenders are required to conform to the conditions below. For further instructions on how to submit an electronic bid through MERX, refer to the MERX Electronic Bid Supplier Guide, via the following link – <https://marketing.merx.com/Support/EBSGuide.pdf>. Alternatively, you can contact MERX customer service at 1-800-964-6379.



3. Bidders must obtain a unique PIN number from MERX in order to upload electronic bid submission documents. It is important to keep this PIN number in a permanent location, as it will be required each time you wish to submit a bid response to a call to tender.
4. Electronic Tenders are to be received on or before July 7th, 2023 at 3:00 PM EST local Iqaluit time.
5. The final decision on whether to accept late Bids is at the City’s discretion.
6. The proposed schedule for the outlined scope and tender is:

Item	Date
RFT Issue Date	June 23 rd , 2023
Last Day for Inquiries	June 30 th , 2023
Last Day for Inquiry Response	July 4 th , 2023
RFT Close Date	July 7 th , 2023
Contract Award Date	July 26 th , 2023
Kickoff meeting	August 2 nd , 2023
Project Completion Date	December 31 st , 2023

SECTION B – TENDER CONDITIONS

4 SCOPE OF WORK

The City of Iqaluit is issuing this Request for Tender (RFT) to seek proponents to complete sewer cleaning and Closed Circuit Television (CCTV) inspection. The CCTV operator shall be certified as per the NASSCO PACP/CSA Plus 4012-10 standard (*Proof of certification will be requested for*). Further details relating to the general scope of the project are provided below:

Execution

- The pipelines shall be cleaned and flushed prior to CCTV inspection
- Sludge, dirt, sand and debris resulting from the cleaning operations shall be removed from the downstream manhole of the segment. The liquid portion of material removed at the manholes shall be returned back into the sewer. The solid and semi-solid material removed at the manholes shall be disposed of at a designated site as approved by the City of Iqaluit.
- The maximum allowable water level within a pipeline, during inspection, is 20%. The jetter operator is required to bring down the water level where any part of any pipe exceeds 20%.
- The jetter operator must employ a flush and follow method of inspection where the inspection camera follows a short distance behind a water jet. The water jetter will lower standing water in front of the camera and allow for more thorough inspections.
- During the inspection, the camera operator shall pan the camera to focus on observable deficiencies in the pipeline that may be located off-center to the direction of camera travel. This shall include, but not be limited to, all services, joints to the top, left or right, cracks



and fractures or surface deterioration of the pipe walls. Pan and tilt into each service connection.

- The execution of the sewer cleaning will be coordinated with the City's Public Works Department

Location

- The CCTV survey work for condition assessment will be conducted in the following areas – Lower Iqaluit, Happy Valley;
- The segments of sewers that are connected with concrete manholes will be taken up on priority
- The first area to be addressed under this assignment will be Lower Iqaluit; while the contractor is expected to have some flexibility in the schedule, the sections contemplated for CCTV survey in Lower Iqaluit is listed below:

Segment	Material
PT A1 to MH 42A	HDPE S45
MH 42A to MH 42	HDPE S45
MH 42 to MH 43	HDPE S45
MH 45 to MH 43	HDPE S45
MH 43 to MH 44	HDPE S45
MH 44 to MH 40	HDPE S45
MH 41 to MH 40	HDPE S45
MH 40 to MH24A	HDPE S45
MH 45 to MH 46	HDPE S45
MH 46B to MH 46A	HDPE S45
MH 46A to MH 46	HDPE S45
MH 46 to MH 47	HDPE S45
MH 47 to MH 48	HDPE S45
MH 48 to MH 39	HDPE S45
MH 39 to MH 38	HDPE S45
MH 38 to MH 37	HDPE S45
MH 37 to MH 36	HDPE S45
MH 36 to MH 35	HDPE S45
MH 35 to MH 33	HDPE S45

MH 63 to MH 63A	HDPE S45
MH 63A to MH 63B	HDPE S45
MH 63B to MH 32B	HDPE S45
MH 32B to MH 32A	HDPE S45
MH 32A to MH 32	HDPE S45
MH 22 to MH 13	Ductile Iron
MH 13 to MH 12	Ductile Iron
MH 12 to MH 5	Ductile Iron

- The second area to be addressed under this assignment will be the Happy Valley Area along the following routes a) MH 100 to MH 7 b) MH 68 to MH 83 c) MH 73 to MH 80 and MH 85 to MH 80
- The above sewer segments are not an exhaustive list and there may be some additions or deletions to this list;
- The contractor shall plan the works in consultation with the Public Works Department of the City of Iqaluit to ensure there is very little impact on day-to-day operations;
- The total length of sewer section expected to be covered under this assignment will be about 8.500 m

List of Deliverables

The list below identifies the key deliverables for the sewer assessment portion of the project:

- **CCTV Recording Data/Digital Media** – All electronic files relating will be submitted or transferred to the City
- **General conditions/inspections report** - The conditions report will be used for estimating remaining service life and probability of failure. And help guide future replacement/remediation planning.
- **Recommendation Report** – A report highlighting possible remediation recommendations based on the Conditions/Inspection report



5 SUBMISSION REQUIREMENTS

- 5.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 5.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign and seal the Form of Tender.
- 5.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and signatures shall be witnessed.
- 5.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 5.5 The Tenderer shall submit its Tender by the date and time specified in Part I of the Tender.
- 5.6 The Tenderer shall submit to the City in their complete bid submission:
 - I. Completed Form of Tender Form, which includes:
 - A. Appendix A - Consent of Surety.
 - B. Appendix B - Cost Submission Form.
 - C. Bid bond.

Failure to submit the required items identified may present a Major or Minor Irregularity on the bid. Refer to 5.7 and 6.8 on how Major and Minor Irregularities are to be addressed. The City shall be the sole judge of whether or not a Tender contains irregularities.

- 5.7 Bidders will be automatically disqualified for any Major Irregularities on their bid submission. Major Irregularities are defined as deviations from the competitive procurement process request that affects the price, quality, quantity or delivery, and is material to the award.
- 5.8 Tender irregularities that are Minor Irregularities will be handled in the first instance by conferring with the Tenderer to seek clarification. Minor Irregularities are defined as deviations from the competitive process request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. The bidder will be given the opportunity to adjust the irregularity and continue in the process. However, if an unsatisfactory irregularity remains after consulting with the Tenderer, the Tenderer may be disqualified.
- 5.9 The Tenderer shall submit electronic files through MERX for both their Security Deposit and Consent of Surety, alongside the electronic tender submission



- 5.10 The successful Tenderer shall submit to the City the following documents within five (5) business days of the day the City notifies the successful Tenderer that the documentation should be sent to the City:
- i. Valid City of Iqaluit Business License.
 - ii. Form of Tender forms, which include
 - a) Appendix C - Subcontractors List.
 - b) Appendix D - Equipment List.
 - c) Appendix E - Product Suppliers List.
 - d) Appendix F - Labor & Equipment Rates.

6 INQUIRIES AND AMENDMENTS

- 6.1 All inquiries concerning this RFT are to be directed by email only to:

Tamilore Adeleke
Project Officer of Engineering and Capital Planning
T.Adeleke@iqaluit.ca

- 6.2 The deadline for submitting inquiries is June 30th, 2023
- 6.3 Written addendums issued as part of this RFT, in response to inquiries, will be posted publicly on the City Website and on MERX. Verbal explanations or instructions will not be binding.
- 6.4 Tenderers assume all risk of delivery of amendments. Without limiting the foregoing, the City shall not be held liable for any claim, demand or other action should a transmission be interrupted, not received in its entirety, received after the Closing Time, received by another electronic means other than specified through MERX, or for any other reason over which the City does not have control.

7 SECURITY DEPOSIT

- 7.1 Every submission shall be accompanied by a security deposit payable to the City of Iqaluit, in an amount not less than 10% of the total Tender amount. The security deposit shall be in the form of one of the two following security deposit options and shall be submitted with the tenderer's electronic tender submission:

OPTION 1: A Digital Bid Bond

- Tenderers shall submit a copy of the Digital Bid Bond and follow the submission instructions as stated above in Section 1.9.
- If Tenderer's are using this option, the Tenderer and the Tenderer's Surety should refer to the digital bonding Information on Surety Association of Canada's website. Information at this site includes:
 - - a. A list of third parties that provide online surety digital bond



services, such as Mobile Bonds or Xenex. The City does not endorse or promote any third-party bond service provider.

b. An Industry Checklist, which digital bonds provided should meet.

- The Digital Bid Bond shall be digitally verifiable. The results of the digital verification process shall provide a clear and immediate indication that the document received is the true document executed and that the content has not been changed or altered.
- All instruction details for performing the digital verification of the bond should be included with the uploaded bond and be clear and concise.

OPTION 2: Scanned Paper Bid Bond / Certified Cheque, Bank Draft, Money Order (PDF Format)

- Tenderer's shall scan and attach a copy of the paper Bid Bond, Certified Cheque, Bank Draft or Money Order and follow the submission instructions as stated above in section 5. Tenderer's will be required to provide to the City the original Bid Bond, Certified Cheques, Bank Draft, and/or Money Order that were scanned and attached with the tender submission within 72 hours of tender close. Failure to provide the above original document(s) or to enter into a contract may result in the tenderer being barred from future tender opportunities for the City of Iqaluit for an indeterminate period.
- If an alternative Bid Bond is used, it is recommended that tenderer's request either an ink seal from their Surety or that they trace over the embossed seal prior to scanning to allow the seal to be visible to the City.



- 7.2 Bid bonds shall be in the name of the City of Iqaluit as obligee and signed and sealed by the Tenderer and by a surety licensed to conduct business as a surety in Nunavut.
- 7.3 The City shall not pay interest on security deposits.
- 7.4 Bid bonds shall be Bid Bond Form CCDC Document No. 220, latest edition, effective until sixty (60) business days after the Closing Date.
- 7.5 Security deposits will be returned after delivery to the City of the required performance bond and labour and material payment bond by the successful Tenderer.
- 7.6 If the Contract is not awarded, all security deposits will be returned with reasonable promptness after such decision is made by the City.
- 7.7 After all executed contracts and bonds are received, and the contract award is made, the successful tenderer and the contract value will be posted on the MERX website. After contract award, the bid deposit of the successful tenderer and all tenderers shall be null and void.

8 CONSENT OF SURETY

- 8.1 Tenderers must submit with the Bid and Bid Bond, a “Consent of Surety”, stating that the surety is willing to supply the performance bond and labour and material payment bond as specified.
- 8.2 A “Consent of Surety” shall be in one of the two following options and shall be submitted with the Tenderer’s submission and as instructed above in section 5.
 - The City’s “Consent of Surety” Form provided in Appendix A
 - Other “Consent of Surety” Form used by a Surety company and authorized by law to business in the Territory of Nunavut and acceptable to the City.
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9 PERFORMANCE ASSURANCE

- 9.1 The accepted Bid shall provide security (by way of bonds or a security deposit) as stated in the Contract Documents.
- 9.2 The cost of all security shall be included in the Tender prices.



10 ORDER OF PRECEDENCE

10.1 The following order of precedence will apply:

Order of Precedence
Issued Addenda
Service Agreement
Procurement and Contract Requirements
Supplemental Conditions
General Conditions
General Requirements
Terms of Reference/ Specification
Drawings

11 TERMS AND CONDITIONS

- 11.1 Submission of a Bid constitutes acknowledgement that the Tenderer has read and agrees to be bound by all the terms and conditions of this RFT.
- 11.2 The City will not make any payments for the preparation of a response to this RFT. All costs incurred by a Tenderer will be borne by the Tenderer.
- 11.3 This is not an offer. The City does not, by virtue of this Tender 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.
- 11.4 Tenderers may amend their Bid at any time prior to the closing date time. Tenderers may not amend their Bid after the closing date time.
- 11.5 The City has the right to cancel this RFT at any time and to reissue it for any reason whatsoever, without incurring any liability and no Tenderer will have any claim against the City as a result of the cancellation or reissuing of the RFT.
- 11.6 The City will not consider any Bid that is delivered to any address or in any manner other than that provided in Part I Tender Call of this RFT.
- 11.7 If a contract is to be awarded as a result of this RFT, it will be awarded to the Tenderer whose Bid for each service, 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.



- 11.8 If the City decides to award a contract based on a submission received in response to this RFT, the Successful Tenderer(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. Tenderers will not acquire any legal or equitable rights or privileges whatsoever until a Contract is signed by both parties.
- 11.9 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 Tenders, 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 Tenderer who has submitted a Bid.
- 11.10 A copy of the City of Iqaluit Service Agreement is included in RFT in Appendix G.
- 11.11 Any amendment made by the City to the Request for Tender will be issued in writing and posted onto the bidding platform in accordance with Section 2.
- 11.12 The Bid and accompanying documentation submitted by the Tenderers are the property of the City and will not be returned. Bid bonds will be returned to all unsuccessful Tenderers.
- 11.13 Tenderers must acknowledge receipt of any addenda issued by the City in their Bid on the Section C- Form of Tender document.
- 11.14 Tenderers shall disclose in their Bid any actual or potential conflicts of interest and/or existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.
- 11.15 Tenderers and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this RFT, other than the City Representative named in Part I Tender Call, at any time prior to the award of a contract or the cancellation of this RFT.
- 11.16 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.
- 11.17 For contracts that include multi-phased work which spans more than the current fiscal year, authorization to proceed with work phases that are to be completed in future years is conditional upon approval of capital spending by the City of Iqaluit Council for each future year. Contracts will only be executed for work that has approved funding under the current fiscal budget.



12 VALIDITY OF OFFER

- 12.1 Bids shall remain open for acceptance for a period of not less than sixty (60) business days from the closing date of this RFT.

13 TENDER INELIGIBILITY

- 13.1 Bids that are unsigned, improperly executed, submitted to a location or in a manner other than specified in this RFT, incomplete, conditional, illegible, obscure or contain arithmetical errors, additions not called for, reservations, qualifications, erasures, alterations, or irregularities of any kind, or which are otherwise not completed or submitted in strict compliance with the Instructions to Tenderers, may be rejected by the City whether they constitute as a Major or Minor Irregularity.
- 13.2 Notwithstanding anything to the contrary herein, the City may in its sole discretion elect to retain any such Bid for consideration and may waive any or all of the foregoing, on such terms or conditions as the City may consider appropriate, even if any of the foregoing would otherwise render the Bid null and void and the Bid may be considered in the same manner as Bids that fully conform to the requirements of the Tender Documents without qualification.

14 REVIEW AND ACCEPTANCE OF BID

- 14.1 Upon receipt of the Bids, the City in its discretion may elect to conduct a post tender meeting with one or more Tenderers to discuss in detail their respective bid submission and such other items as the City may consider appropriate or necessary without invalidating the procurement process.
- 14.2 Before award of the Contract, the Tenderer may be required to provide specific information with respect to its legal and or financial status.
- 14.3 THE LOWEST OR ANY TENDER WILL NOT NECESSARILY BE ACCEPTED.
- 14.4 Notwithstanding any custom of the trade to the contrary, the City reserves the right to reject the lowest Bid, even if the lowest Bid is a compliant Bid, accept any Bid or part thereof, negotiate any aspect of any Bid, advertise for new Bids, negotiate any aspect of any Bid, advertise for new Bids, negotiate a contract as the City deems to be most advantageous to the City's interest without incurring any liability, and to award a contract to whomever the City in its sole and absolute discretion deems appropriate and solely in the best interest of the City and no Tenderer will have any claim against the City as a consequence. Unless required otherwise, the City shall not, at any time, be required to disclose any information to the Tenderer's consideration and evaluation of Bids
- 14.5 Following acceptance by the City, a written Notice of Award will be issued to the successful Tenderer. If the Tenderer fails for any reason to execute and return the Articles of Agreement within seven (7) working days of receipt for signature of the Articles of Agreement from the City, or fails to provide the performance bond and labour and material bond or other security deposit stipulated in GC 11 or to satisfy such other terms and conditions specified hereunder within any period specified, or such extension of time as may be granted by the City, then the City reserves



the right to award the Contract to whomever the City considers appropriate. The bid bond shall forthwith become payable.

- 14.6 The City shall not be obligated in any manner to the successful Tenderer whatsoever until the Contract has been awarded and the Contract has been duly executed by the parties.
- 14.7 If the City receives no Bids satisfactory to the City in its sole discretion, the City reserves the right in its sole discretion to negotiate a contract for the whole or any part of the Work with any one or more persons whatsoever, including any one or more of the Tenderers, or to postpone or cancel this Bid and then issue a new tender, or to cancel or postpone some or all of the Work.
- 14.8 The City shall not, under any circumstances, be responsible for any costs, expenses, loss, damage or liabilities, whether direct, indirect, consequential or economic in nature, incurred by a Tenderer as a result of, in connection with or incidental to:
- The tendering of the work;
 - Costs incurred for the preparation of this Bid;
 - The acceptance or rejection of any Bid; or
 - The exercise by the City of its rights under this RFT
- 14.9 By participation in the tendering process, the Tenderer on its own behalf and on behalf of all firms, corporations and individuals comprising the Tenderer, agrees that none of the City or its directors, officers, employees, agents and other representatives shall be liable to any Tenderer, or any firm, corporation or individual comprising the Tenderer, including in contract, tort, statutory duty, duty of fairness, duty of care, law, equity or otherwise, for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred in preparing and submitting a Bid, or negotiations of a Contract, or in any way arising in connection with the Bid Documents. The Tenderer further agrees on its own behalf and on behalf of all firms, corporations and individuals comprising the Tenderer, that the award of the Contract is in the sole discretion of the City and in no event shall the Tenderer or any firms, corporations or individuals comprising the Tenderer seek injunctive or other relief to prevent or delay the award of the Contract or the performance of any Work or services in relation thereto.

15 UNBALANCED TENDERS

15.1 The Tenderer shall not submit an unbalanced Tender.

15.2 The City shall have the right to:

- Deem a Tender to be unbalanced; and
- Reject a Tender, which may be, in its opinion, unbalanced.



16 COLLUSION

16.1 The Tenderer shall not engage in collusion of any sort and, in particular, shall:

- Ensure that no person or other legal entity, other than the Tenderer, has any undisclosed interest in the Tenderer's Tender; and
- Prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

17 RIGHT TO ACCEPT OR REJECT TENDERS

17.1 Notwithstanding any other provision in this Contract, the City shall have the right to:

- i. Accept any Tender
- ii. Reject any Tender; and
- iii. Reject all Tenders.

17.2 Without limiting the generality of 13.1, the City shall have the right to:

- i. Accept an irregular Tender
- ii. Accept a Tender which is not the lowest Tender; and
- iii. Reject a Tender even if it is the only Tender received by the City.

17.3 Acceptance of the Tender shall occur at the time the City awards the Tender and not necessarily at the time, the award is communicated to the successful Tenderer.

18 CONTRACT DOCUMENTS

18.1 The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender and all Addenda issued by the City pertaining to this Contract.

19 COMMENCEMENT AND COMPLETION OF WORK

19.1 The Tenderer, in submitting the Bid, agrees that the Tenderer can complete the Work by the date for completion stated in the Tender Form.

20 OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

20.1 Tenderers finding discrepancies or omissions in the drawings or terms of reference or having doubt as to the meaning or intent thereof, shall at once notify the Purchasing Coordinator who will, if necessary, send written instructions or explanations to all Tenderers.

20.2 Oral interpretations made to any Tenderer shall not affect a modification of any provision of the Tender Documents. Only addenda written and issued by the City can be considered.

20.3 The City reserves the right in its sole discretion at any time and for whatever reason to, by Addendum, modify, amend or otherwise change the Tender Documents. Any such Addendum



shall be issued in writing and shall be expressly identified as an Addendum to these Tender Documents.

20.4 All such changes shall become part of the Tender Documents and their effects shall be reflected in the Tender prices. The City also reserves the right in its sole discretion to cancel this Tender at any time.

21 IRREVOCABILITY OF OFFER

21.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) business days after the opening of Tenders by the City.

21.2 If the Tenderer revokes its offer prior to the expiration of sixty (60) business days after the Tender opening, the Tenderer shall forfeit its Tender security deposit, but this shall not prohibit the City from pursuing and other legal remedy which it may have.

22 ALTERNATIVES & EQUALS

22.1 Where requested in this RFT, Tenderers may propose alternatives or equals to the stated scope of work. In case alternate or equals are requested in this RFT, the following will apply:

- Where the Tender Documents stipulate a particular product, alternatives or equals will be considered by the City up to ten (10) calendar days prior to the Closing Time.
- When a request to substitute an allegedly equal product is made to the City, the City may approve the substitution either as an equal or as an alternative and will issue an Addendum to all Tenderers. If a product is approved as equal, all Tenderers may use that product in place of the specified product. If the product is approved as an alternative, Tenderers shall base their prices upon the specified product and shall indicate in the Bid the change in price which will apply if use of the alternative product is allowed.
- In their submission of alternatives to products specified, Tenderers shall include and allow for any changes required in the Work to accommodate such alternative products. A later claim by the Contractor for an addition to the Contract Price because of changes in the Work necessitated by use of alternative products shall not be considered.
- Where selected products are stipulated in the Tender Documents the Bid shall be based on the use of only these selected products.
- Bids with alternative products will not be considered, unless the alternative has been approved by the City and communicated to the Bidders through an Addendum as noted in 18.1. Bids with alternatives that have not been approved by the City will be deemed non-compliant.
- Submissions shall provide sufficient information to enable the City to determine the acceptability of such products.
- Provide complete information on required revisions to other work and products to accommodate each alternative product, and the amount of addition or reduction from Tender prices, including required revisions, for each alternative product.
- Unless a bid for an alternative product is submitted in this manner and later accepted, provide the product specified.



23 PUBLIC OPENING

- 23.1 A public opening of bids will be completed for this competition.
- 23.2 The public opening of bids will occur immediately following the closing time stipulated in the the Tender.
- 23.3 Thee public opening will be conducted virtually via zoom/ conference call. Bidders are to use the following instructions to participate in the virtual public opening:
- Virtual Public Opening Time: July 7, 2023 4:00 p.m. EST
 - Conference Call #: 1-855-703-8985
 - Conference Meeting ID: 336 649 2470

24 TENDER SIGNING

- 24.1 The Bid must be executed under seal by the Tenderer.
- 24.2 If the Tenderer is an individual or a partnership, the Bid shall be executed by the individual or a partner in the presence of a witness and the signatory must show the capacity in which he or she signs (eg. “Partner” or “Proprietor”)
- 24.3 If the Tenderer is a corporation, the Bid shall be executed under the seal of the company, affixed in the presence of the authorized officers or two directors.
- 24.4 If the Tenderer is a joint venture, each party to the joint venture shall execute the Bid under seal in the manner appropriate to such party.

25 APPENDICES TO FORM OF TENDER

- 25.1 Tenderers shall complete all Appendices attached to the Form of Tender and submit these with the Tender.

26 PROVISIONAL ITEMS

- 26.1 Provisional items shall mean items for which only approximate quantities have been included in the tender documents. No work for which "Provisional" items are allowed shall be commenced without written instructions from the City.
- 26.2 Once a Tenderer has been chosen by the City for the Project, it shall be open to the City to accept, reject or negotiate the Tenderer’s bid for any provincial item contained in the Bid. Should the City choose to reject the successful Tenderer’s bid for such provisional work, it shall be open to the City to call for new Bids for this work and the successful Tenderer for the Project may submit a Bid if he so choose



27 SUCCESSFUL TENDERER - BONDS

27.1 The successful Tenderer and its surety shall provide:

- i. A performance bond signed and sealed by the Tenderer's surety; and
- ii. A labour and material payment bond signed and sealed by the Tenderer's tenderer's surety;

Each in the amount of at least fifty percent (50%) of the total Tender price. The cost of Bonds shall be included in the Tender price.

27.2 The surety of the successful Tenderer and the bonds referred to in 27.1 must be originals and shall be to the satisfaction of the City.

28 SUCCESSFUL TENDERER – WORKERS SAFETY AND COMMISSION CERTIFICATE OF CLEARANCE

28.1 The Successful Tenderer shall provide the City with a Valid Workers' Safety and Compensation Commission Certificate of Clearance to the satisfaction of the City.

29 SUCCESSFUL TENDERER - EXECUTION OF ARTICLES OF AGREEMENT

29.1 The successful Tenderer shall execute in accordance with Section 1, in triplicate, the Articles of Agreement provided in the Contract Documents.

29.2 The successful Tenderer shall forward the executed Articles of Agreement to the City.

30 SUCCESSFUL TENDERER - INSURANCE

30.1 The successful Tenderer shall provide the City with an original Certificate of Insurance for each type of insurance coverage required by GC12.3 and any additional coverage specified in the Supplementary Conditions.

30.2 The Contractor shall carry insurance in the amount of at least \$5M

30.3 The contractor shall carry insurance, which names the following as additional insureds:

City of Iqaluit

Address
901 Nunavut Drive,
PO BOX 460
Iqaluit, NU, X0A0H0



31 SUCCESSFUL TENDERER - TIME FOR COMPLETION

- 31.1 The successful Tenderer shall Substantially Perform the work by December 31, 2023, and this shall be the first date for the calculation of Liquidated Damages per Section 28.
- 31.2 The successful Tenderer shall complete the Work by December 31, 2024 and this shall be the second date used for the calculation of Liquidated Damages as per Section 28.
- 31.3 The successful Tenderer acknowledges that time shall be deemed to be of the essence of the Contract. For the Tenderer's purpose of establishing a schedule for the work. It is anticipated that the Contract Award will be complete 30 calendar days after the opening of Tenders by the City, and then the 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.
- 31.4 The Contract general timelines have been identified.

32 SUCCESSFUL TENDERER - LIQUIDATED DAMAGES

- 32.1 Liquidated damages shall be in the amount of:

ONE THOUSAND DOLLARS (\$1000) per calendar day beyond the substantial and completion dates, as specified in the tender document.

33 SUCCESSFUL TENDERER - SUBMISSION OF DOCUMENTATION

- 33.1 The successful Tenderer shall submit the documentation required in 5.6 within five (5) business days of the day the City notifies the successful Tenderer that the documentation should be sent to the City.
- 33.2 If the successful Tenderer fails to comply with 29.1 the City may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the City.

34 SUCCESSFUL TENDERER - COMMENCEMENT OF THE WORK

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

35 COVID-19 MITIGATION MEASURES (CMM)

- 35.1 Definitions:

- COVID-19 Mitigation Measures (CMM) means measures required to be in compliance with the CMM Guidelines.
- "CMM Guidelines: means all guidelines and regulations published by the Government of Nunavut Department of Health and the Canadian Construction Association *COVID-19 Standardized Protocols for All Canadian Construction Sites, Version 4, and April 16, 2020* regarding



measures to mitigate COVID-19.

“covid-19 Change” means any change in the work caused by attributable to changes in CMM or changes made to the applicable laws, ordinances, rules, regulations or codes of authorities having jurisdiction that pertain to the control of COVID-19 that come into force after the time of Bid Closing.

35.2 Instructions to Bidders:

- i. if, in the Owner’s sole opinion, substantial changes to the CMM Guidelines occur within five (5) business days of the Tender Closing, the Owner may adjust the Tender Closing as the Owner deems appropriate to allow for adjustment for these changes.
- ii. By submitting a Bid, the Contractor acknowledges its willingness and ability to execute the Work under the CMM in force as of the Bid Closing.
- iii. The Bidder shall ensure that all of its subcontractors are aware of the CMM and the CMM Guidelines.
- iv. The Bid is to assume that the CMM as of the date of Bid Closing are to be in effect up to and including the final Completion date listed in Section B 27.4, following which the additional scope of work required to meet the Canadian Construction Association COVID-19, *Standardized Protocols for All Canadian Construction Sites, Version 4, April 16, 2020* should be assumed to be substantially eliminated.
- v. The incremental cost of any COVID-19 Change will be addressed as a Claim for Change in Contract Price.
- vi. Notwithstanding the foregoing, the Bidder acknowledges its obligation to adhere to the CMM Guidelines and any subsequent revision as part of its responsibility for health and safety on the Work Site.

35.3 Site-Specific Health and Safety Plan

- i. The Site-Specific Health and Safety Plan, as defined in Section K of the General Requirements (PART VI), is to specifically define CMM, a COVID Safety Plan, and is to comply with CMM Guidelines. The Site-Specific Health and Safety Plan is to be updated promptly after the CMM Guidelines are updated.
- ii. The Site-Specific Health and Safety Plan must consider best practices and requirements for construction sites, as provided by the Government of Nunavut (GN) and the Workers Safety and Compensation Commission (WSCC).
- iii. As part of general site safety, the contractor must obtain the necessary permits and Connection/Disconnection requests from the City of Iqaluit Public Works Department. These permits/requests are, but not limited to, Road closure permits, connection to water infrastructure (during cleaning operations and if required), Power connection permits for the operation of any machinery or equipment etc
- iv. Pipe collapses or spills must be reported to the Public Works Department and the Contractor must follow the necessary cleanup/remediation steps (based on guidelines or as instructed by the City)



35.4 Site Shutdown Plan

- i. “Site Shutdown Plan” means a plan outlining the shutdown procedures for the project in the event of a shutdown directive from the city or governign authority realting to COVID-19.
- ii. The Site Shutdown Plan shall address items such as how the site will be made safe, how any materials or equipment will be stored or removed, plans regarding any portion or work that requires ongoing monitoring and how the site will be kept secure. Associated timelines required for execution of the plan are to be identified. These procedures are to be updated as required as the project progresses.
- iii. Before the sewer segments are shut down for the CCTV survey, the contractor will need to submit the proper forms and permits to the City of Iqaluit Public Works Department
- iv. Work cannot commence until the proper sewer shutdown procedures are followed inclusive of distributing PSAs, providing work schedule, and ensuring proper site safety

35.5 Schedule

Immediately after the award of the contract, a kickoff meeting will be organized with the contractor. During the kick-off meeting, a general plan for sequencing the work will be discussed. The contractor will submit a schedule within a week of the kick off meeting.

The work should be completed by December 31st, 2023

35.6 Cost Impact

- i. In the case of a shut-down or suspension of the Work resulting from changes to the CMM Guidelines, the Contractor shall provide the City the value of any change in the Contract Price and/or Contract Time.
- ii. In the case of a shut-down or suspension of the Work resulting from changes to the CMM Guidelines, the Contractor is to provide, not less than monthly, and more frequently if requested, an accounting of actual incremental costs incurred for any Work required to maintain the Work Site in a safe and secure state.
- iii. Any adjustments to the Contract Amount associated with re-starting the Work is to be quantified within thirty (30) calendar days of such time that authorization to re-commence the Work has been provided.
- iv. When the change to the Work is caused by changes to the CMM Guidelines the City will pay net actual costs only. No allowance for mark- up, contributions to overhead, profit, or stand-by charges will be considered. Labour rates shall include only the actual wage paid to the employee, plus the payroll burden. The



Contractor will mitigate cost and time impact to the Contract Amount and the Work Schedule. The Contractor is to provide detailed supporting documentation to substantiate reasonable incurred impact to the Contract Amount and the Work Schedule.

- v. No consideration will be given to adjustment of the Contract Amount or Work Schedule where the impact to the Contract Amount or Work Schedule is because of the Contractors failure to comply with the CMM Guidelines

END OF SECTION



SECTION C - FORM OF TENDER

Date: _____

Submitted By: Name: _____

Address: _____

Telephone: _____

To: **City of Iqaluit
City Hall
Iqaluit, Nunavut**

Project: **Project Title: Wastewater/ Sewer Line Cleaning and CCTV
Assessment**

Project Number: 2023-RFT-059

The undersigned Tenderer, having carefully examined the Tender Documents and the Site, and having full knowledge of the Work and of the materials and products to be furnished and used, hereby agrees to provide all necessary materials, products, supervision, labour and equipment and perform and complete all Work and fulfill everything for the stipulated lump sum price of:

(Total in Words)

Dollars

\$

in Canadian funds, which price includes all specified cash and contingency allowances and the applicable taxes in force at this date excluding GST.

We have included herewith the security deposit and Consent of Surety as required by the Instructions to Tenderers.

The undersigned also agrees:

1. That the provisions of the Instruction to Tenderers apply, including without limitation provisions that provide that City is in no way obligated to accept this Bid, is deemed by the City to be most favorable to its interest and that limit the City's liability. The City may at its sole discretion to accept any Tender or part thereof or waive any defect, irregularity, mistake or insufficiency and accept any Tender or alternative bid, in whole or in part.

2. That the estimate of quantities shown in Tender Documents serves only to provide a basis for comparing Bids and that no representations have been made by either the City or their Agent that the actual quantities correspond therewith, and further, that the City has the right to increase or decrease the quantities in any or all items and to eliminate items entirely from the Work.
3. That this Bid is made without knowledge of the Bid prices to be submitted for the Work by any other company, firm or person.
4. That this Bid is made without connection or arrangement with any company, firm or person submitting a bid for the Work
5. That this Bid is made without any undisclosed connection or arrangement with any other company, firm, or person having an interest in this Bid or in the proposed contract.
6. That this Bid is irrevocable for sixty (60) business days after the Closing Time and that the City may at any time within such period accept this Bid whether any other contract has previously been awarded or not and whether acceptance of another Bid has been given or not.
7. If this Bid is accepted by the City, to execute the Articles of Agreement and to present to the City the required security (by way of bonds or a security deposit) as stated in the General Conditions within seven (7) calendar days after the date of Notice of Award.
8. If this Bid is accepted within the time stated herein, and we fail to execute the Articles of Agreement and provide the required Bonds or security deposit, or we request to withdraw, the security deposit provided with the Bid shall be forfeited as damages to the City by reason of our failure, limited in amount to the lesser of the face value of the deposit or the difference between this Bid and the price the Contract is signed.
9. In the event our Bid is NOT accepted within the time stated herein the required security deposit shall be returned to the undersigned in accordance with the provisions in the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.
10. That payment for the Work done will be made on the basis of the quantities measured by the City or its Agent and at the Bid prices shown in the Tender Form which shall be compensation in full for the Work done under the terms of the Contract.
11. That payment of the contingency allowance or portion thereof will only be made in the event that the City or its Agent authorizes work, in which case the amount of payment will be determined as specified in the General Conditions. Any unused portion thereof will be retained by the City.
12. To commence and proceed actively with the Work on Site within seven (7) business days of the date of the execution of the contract, and to substantially perform the Work by as per the date in section 27.4, subject to the provisions of Section 6 of the General Conditions for extension of the Contract Time
13. That should the undersigned fail to complete the Work in the time specified above, he shall compensate the City of Iqaluit in accordance with GC 6 of the General Conditions.
14. That the undersigned has carefully examined the Work described herein, has become familiar with local conditions and the character and extent of the Work, has carefully



examined every part of the proposed contract and thoroughly understands its terms and conditions, has determined the source of supply and transport of the materials required, has investigated labour conditions and has arranged for the continuous performance of the Work described in the Tender Documents

15. **Appendices:**

- 15.1 Appendix A - Consent of Surety
- 15.2 Appendix B – Cost Submission Form
- 15.3 Appendix C - List of Subcontractors
- 15.4 Appendix D - List of Equipment
- 15.5 Appendix E - List of Product Suppliers
- 15.6 Appendix F - Labour and Equipment Rates
- 15.7 Appendix G – Service of Agreement

16. The following Addenda have been received. The modifications to the Tender Documents noted therein have been considered and the effects are included in the Tender prices.

Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	

This Tender is executed under seal at _____ this _____ day
of _____ 2023.

Name of Firm: _____

Address: _____



FOR INDIVIDUAL OR PARTNERSHIP:

SIGNED, SEALED AND DELIVERED by:

_____ (Seal)
_____ (Tenderer - Please Print) _____ (Signature of Tenderer)

In the presence of:

(Witness - Signature)
Name: _____
Address: _____
Occupation: _____

FOR LIMITED COMPANY:

The Corporate Seal of:

_____ (Seal)
(Tenderer - Please Print)

Was hereunto affixed in the presence of:

Authorized Signing Officer and Title

Authorized Signing Officer and Title

Note: If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION



APPENDIX A - CONSENT OF SURETY

Herewith is the Consent of Surety of the Tender submitted.

By: _____

To: The City of Iqaluit

Dated: _____ 2023 and which is an integral part of the Tender

CONSENT OF SURETY COMPANY

Should it be required, the undersigned Surety Company hereby consents and agrees with the City to become bound as Surety in all performance bonds and labour and material payment bonds required by the Tender Documents, all for the fulfillment of the Contract for the Work covered by the annexed Tender, which may be awarded to:

(Name of Tenderer)

(Address)

At prices set forth in the attached Tender. The said Surety is legally entitled to do business in Nunavut.

The Corporate Seal of:

(Surety - Please Print)

Was hereunto affixed in the presence of:

(Authorized Signing Officer) Title

(Authorized Signing Officer) Title

END OF SECTION



APPENDIX B - COST SUBMISSION FORM

Date: _____

Project Name: **Wastewater/Sewer Line Cleaning/ CCTV Assessment**

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
1.	Mobilization/Demobilization	1	L.S.		\$
2.	Sewer Line Cleaning				
2.1	Labour	1	L.S		\$
2.2	Sewer Cleaning Equipment	1	L.S		\$
3.	CCTV Assessment				
3.1	CCTV Camera	1	L.S		\$
3.2	CCTV Inspection	1	L.S		\$



3.3	Data Analyzing	1	L.S		\$
4	Manhole Replacement Study				
	Manhole/AV Replacement	1	L.S		
Sub-Total: \$ _____					
GST: \$ _____					
Total: \$ _____					

END OF SECTION



APPENDIX C – SUBCONTRCATOR LIST

Subcontractor Name	Contact Information	Specialty	Job Description



APPENDIX E – PRODUCT SUPPLIER LIST

Supplier Name	Address/Contact Information	Items Supplied	Quantity



APPENDIX G – SERVICE AGREEMENT



SERVICE AGREEMENT:

BETWEEN

THE CITY OF IQALUIT

AND

COMPANY NAME



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

AND: ###
(hereinafter referred to as the "Contractor")
OF THE SECOND PART

WHEREAS the CITY OF IQALUIT has requested the Contractor to provide certain services in a Request for Tender (RFT) dated June 23rd, 2023 and titled "Wastewater/Sewer Line Cleaning and CCTV Assessment";

AND WHEREAS the Contractor has agreed to provide such services to the CITY OF IQALUIT in its response to the Request for Tender (2023-RFT-059) dated #####;

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 Terms of Reference of the Request for Tender for 2023-RFT-059. A copy of the RFT 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 #### plus GST, for the provision of professional services based on the Tender dated ##### and as attached in Appendix "B" hereto.

2. TERM

2.1. This Contract shall commence on the July 26th, 2023 and terminates on the December 31st, 2023 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:



i) If, to the CITY OF IQALUIT:

Steve England
Chief Administrative Officer of the City of Iqaluit
S.England@iqaluit.ca

Reference:

ii) If to the Contractor at:

####

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 Tender or tender call, the provisions of the request for tender or tender call and the Contractor's bid or bid 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 bid submission, and the City's original tender Proposal instructions or Request for Tenders, 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 ensure 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.
- 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.
- 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 (e) 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.

FOR THE CITY OF IQALUIT:

FOR THE CONTRACTOR:

Name/Title

Name/Title

Signature

Signature

Date

Date

Witness

Witness



REQUEST FOR TENDER
SEWER/WASTEWATER LINE CLEANING AND CCTV ASSESSMENT