



**REQUEST FOR PROPOSAL
FOR THE PROVISION OF CONSULTANT SERVICES FOR
LAKE GERALDINE DAM SAFETY PROGRAM**

PROPOSAL CALL: June 13, 2024

PROPOSALS DUE: July 4, 2024 – 3 PM EST local Iqaluit time

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1. PROJECT OVERVIEW

The City is seeking to retain a Consultant to provide Monitoring and Inspection services for the **LAKE GERALDINE DAM SAFETY PROGRAM** project. The Consultant's team will be retained to provide technical and professional services for Monitoring and inspection services for the Lake Geraldine Dam Safety Program.

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 www.igaluit.ca .
<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 B.7.
<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 LAKE GERALDINE DAM SAFETY PROGRAM .



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<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

1.3.1 Lake Geraldine Dam Safety Program

Every year, a Dam Safety Inspection (DSI) is required on the Lake Geraldine Dam to comply with the Canadian Dam Safety Guidelines. Previous DSI's have recommended a continuous monitoring program be implemented to monitor the status of the Dam over several visits in a year. Additionally, a Dam Safety Review is required every 5 years by the Canadian Dam Safety Guidelines, and one is required in 2026.

For this project, the City is seeking a consultant to execute a 3-year monitoring program with 3 visits per year by a licensed engineer at regular intervals and include unit rates for additional site visit and DSI form submission. The Dam safety inspections/reviews should also cover all access roads, drainage along access roads, and water supply & recirculating pipelines to and from the Water Treatment Plant (WTP), I.e., all infrastructure within the marked-out area in picture below.



From the regular annual site visits, by October of each year, the consultant will be required to provide a list of recommended repairs that should be performed in the short and long term with supporting justifications and a cost estimate for consideration in the following year's capital budget. In 2024, 2025, and 2026, the consultant will perform the required annual DSI in coordination with their monitoring program visits. In 2026, the consultant will perform the required Dam Safety Review (DSR).

The consultant shall complete one review and update the EPP (Emergency Preparedness Planning) and ERP (Emergency Response Plan). See attached previous EPP and ERP in Appendix D.

The Consultant shall provide a schedule for the entire duration of the contract with specific dates to carry out three inspections in spring, summer and fall in each year.

The Consultants are also to train city staff to carry out some inspections. Specific training requirements can be found in Section 6.

2. INSTRUCTIONS TO PROPONENTS

2.1 SUBMISSION

Proponents must submit their proposals by electronic submission (PDF format), through MERX before the indicated in section 2.7. MERX can be accessed via the following website link – <https://www.merx.com/>. Proponents must address proposals to:

City of Iqaluit
 Kevin Kerr
 Director of Engineering and Capital Projects
 100-1085 Mivvik Street
 Iqaluit, Nunavut, X0A 3H0



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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 – 2024-RFP-072 / LAKE GERALDINE DAM SAFETY PROGRAM – Proponent Name”***

Financial Submission: ***“FINANCIAL PROPOSAL – 2024-RFP-072 / LAKE GERALDINE DAM SAFETY PROGRAM – 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:

Okpomo Bovi
Project Manager
Colliers Project Leaders
Email: okpomo.bovi@colliersprojectleaders.com

AND

Shuyue Wang
Assistant Project Manager
Colliers Project Leaders
Email: shuyue.wang@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 is indicated in Section 2.7.

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.



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2.5 OPENING OF THE PROPOSALS

There will be no public opening of the Proposals.

2.6 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.

2.7 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	June 13, 2024
Last Day for Proponent Questions	June 25, 2024 – 3 PM EST
RFP – Submission Deadline	July 4, 2024 – 3 PM EST local Iqaluit time
Approvals, Notice of Contract Award, and Notice of Regret	July 23, 2024
Project Kick-Off Meeting	August 2, 2024

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 required. Where a maximum number of pages are specified, each page is based on a single side of an 8 ½ x 11 sheets, 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 in Section B. The Evaluation Committee is interested in understanding how these reference projects respond to the project requirements and how these relate to the Proponent’s understanding of the requirements for this assignment.

This section will be limited to one (1) page single-sided.

3.1.2 Section B – Reference Projects (15 points)

Provide information of Projects completed in the last five (5) years that are relevant to this project. Provide three (3) reference projects. The projects listed should illustrate experience in the following areas:

- .1 Municipal water above ground reservoirs, earthen tailings ponds, concrete dams or similar related projects, preferably in an Arctic environment;
- .2 Projects related to the inspection and monitoring of Dams, as it pertains to Dam Safety Reviews and Dam Safety Inspections;
- .3 Projects related to the repair and rehabilitation of Dams, including concrete and Earth structures, pipelines, access roads, and associated infrastructure;

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, a brief description of the project/assignment,

and how the project tasks and activities and services provided relate to the scope described in this Request for Proposal. For each project, list the team members involved on the project and their roles as it relates to the team members listed in the Proposal. 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.

This section will be limited to three (3) pages single-sided.

3.1.3 Section C – Work Plan (30 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, 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 the project.

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

This section will be limited to five (5) pages single-sided.

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, process control engineers and all other team members and disciplines required to carry out the work) 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 (25 points)

Provide an organizational chart describing the Proponent's Project Team for the assignment, which includes all positions and personnel on the project. 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:

Name;

1. Corporate affiliation;
2. 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
3. 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 all resumes as an appendix to the proposal. 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 in advanced.

Project Manager: This position is designed for an experienced project manager with the ability to perform in a management capacity, excellent written and oral communications skills, and a thorough knowledge of industry practices and dam related regulations are also required. This person will be the single point of contact for the City. In addition, must be knowledgeable of current technology and how it can be effectively utilized on the project. Provides direction and management for every phase of the project to assure on-schedule completion within or below budget and in accordance with contractual obligations. The Project Manager must be capable of managing a project or program valued up to \$5 million in total installed cost. Minimum requirements include:

- Bachelor's degree in engineering from an accredited university
- 15 plus years of verifiable experience in applicable projects, specifically dam inspection and maintenance projects.
- Prior experience in contracts management and risk management of projects valued at \$5 million and above.
- Prior experience working with municipal, provincial, and federal government agencies.
- Knowledge of government laws, regulations and permitting processes with regulatory bodies and coordination with external stakeholders as it relates to the specified scope of work.
- Registered as a Professional Engineer in a Canadian jurisdiction.
- PMP certification preferred.

Site Inspector: This position is designed for an individual with adequate dam construction experience to complete dam infrastructure inspections and prepare related reports complete with repair and upgrade recommendations.

Minimum requirements include:

- Bachelor's degree or college certificate in a field of study applicable to the project.
- 10 plus years of verifiable experience in applicable projects, specifically dam inspection and maintenance projects.
- Strong communication, logging, and reporting skills.

This section will be limited to three (3) pages single-sided.

3.1.6 Section F – List of Sub-consultants

Provide a list of all sub-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 (15 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. The level of effort table must be broken up based on major project tasks/phases as per table A1 in Appendix A.

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. The Proponent will be responsible for transportation requirements and must include this in their fee proposal for expenses and disbursements. All travel expenses and disbursements will be invoiced 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.

Proponent fees and staff charge rates shall include all miscellaneous project expenses such as printing, copying, plotting, film, presentation materials, courier, computers, field equipment, cell phones, office supplies, etc. The City will not pay for any flat rate administration charges on top of invoices and there will be no mark-up allowed for any sub-consultant fees. Proponents shall assume 2-week turnaround times for all submittals to the City with these considered as hold points and any work progressed during this time is at the Proponents risk. Any other financial qualifications which are not priced within the proposal may be subject to the Proponent being disqualified.



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Additional fees for annual inflation will not be entertained. Proponents shall ensure annual staff rates presented in the financial proposal cover any escalation and inflation costs.

The Financial Submission shall also include a cash flow forecast for the entire duration of the project.

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

4.2.4 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. The City is not required to award the Proponent with the highest overall score and may award to a Proponent with a lower overall score.

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. The City further reserves the right without liability, cost or penalty, in its sole discretion to disqualify any Proposal before its full evaluation if the Proposal contains qualifications, limitations, rejections, or contradictions to the scope, conditions, and stipulations identified in the Request for Proposals.

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 2 below as a guideline.



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Table 2 – RFP Evaluation Criteria

EVALUATION CRITERIA	WEIGHTING
Technical Submission	
Section A – Understanding of the Project	10 points
Section B – Reference Projects	15 points
Section C – Work Plan	30 points
Section D – Corporate Qualifications and Experience	5 points
Section E – Qualifications and Experience	25 points
Technical Score Sub-Total:	85 points
Financial Submission	
Consultant Fees – Cost Submission Form	15 points
Financial Score Sub-Total:	15 points
Total RFP Evaluation Score:	100 points

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.
- 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 2.1, at any time prior to the award of a contract or the cancellation of this Request for Proposal.
- 5.1.19 The client reserves the right to extend the initial contract period by two, one-year periods. Any extension beyond the initial contract term must be mutually agreed upon in writing by both parties. The client shall provide written notice of its intent to extend the contract at least 90 days prior to the expiration of the current contract term.

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 3.1.7 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 3.1.7 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 3.1.7 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. Any project deliverables or documents created by the Proponent must be provided in all three (3) official languages of the Territory at the request of the City. The Proponent shall provide complete translations in English, Inuktitut, and French at no additional cost to the City.

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. A description of the work completed.
3. 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.
4. Backup for all disbursements (time sheets may be requested).

5. Updated cash flow expenditure forecast as described in 5.8.
6. Monthly report as described in 5.11.
7. Hours charged are to be summarized and provided as backup.

The Proponent is to update the invoice (as required), as per any comments or feedback received from the Project Manager. 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 15th of every month, for previous months work (e.g. invoice must be submitted by February 15th for work completed up to January 31st).

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 3.1.7 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. The successful Proponent shall comply at all times with the City's health and safety requirements while working in Iqaluit. See included Contractor Health & Safety Program included in Appendix G.

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.

5.12 CITY OF IQALUIT MUNICIPAL DESIGN GUIDELINES

The City's Municipal Design Guidelines (MDG) are continuously changing and improving. While they should be referenced when developing the design, it is expected that the Consultant shall also reference and apply any and all design guidelines, standards, regulations, and best practices at the Municipal, Territorial and Federal levels as it relates to the specific applications of the project and scope.

6. CONSULTANT SCOPE OF WORK

Lake Geraldine Dam Safety Program

Every year, a Dam Safety Inspection (DSI) is required on the Lake Geraldine Dam to comply with the Canadian Dam Safety Guidelines. Previous DSI's have recommended a continuous monitoring program be implemented to monitor the status of the Dam over several visits in a year. Additionally, a Dam Safety Review is required every 5 years by the Canadian Dam Safety Guidelines, and one is required in 2026.

For this project, the City is seeking a consultant to execute a 3-year monitoring program with 3 visits per year by a licensed experienced engineer at regular intervals and include a unit rate for additional site visits and related DSI form submissions. The Dam safety inspections/reviews should also cover all access roads, drainage along access roads, and water supply & recirculating pipelines to and from the Water Treatment Plant (WTP) (all infrastructure within the marked-out area in picture below).



From the regular site visits, by October of each year, the consultant will be required to provide a list of recommended repairs that should be performed in the short and long term with supporting justifications and a Class D or better cost estimate for consideration in the following year's capital budget. In 2024, 2025, and 2026, the consultant will perform the required annual DSI in coordination with their monitoring program visits. In 2026, the consultant will perform the required Dam Safety Review (DSR).

The consultant shall complete one review and update the EPP (Emergency Preparedness Planning) and ERP (Emergency Response Plan). See attached previous EPP and ERP in Appendix D.

The Consultant shall provide a schedule for the entire duration of the contract with specific dates to carry out three inspections in spring, summer and fall in each year.

The Consultants is to train city staff to carry out some weekly/monthly inspections. Specific training requirements can be found in section 6.1.

The following sections describe the services to be provided by the Consultant.

6.1 Monitoring and Inspection (3-Year Dam Safety Program)

Purpose: To monitor the status of the Lake Geraldine Dam infrastructure, including the infrastructure of surrounding and adjacent areas, in order to assess the condition of the Dam, determine whether conditions have changed since the last inspection, while establishing and maintaining a working record and prioritized list of improvements, repairs, and upgrades of all dam-related and operations-related infrastructure.

In 2024, the Consultant shall:

1. Conduct ongoing site reviews (2 visits) to monitor the condition of all relevant infrastructure. This includes, but is not limited to, the concrete structure, berms, hydraulic equipment, and process equipment. Sites reviews to be carried out in summer, and fall.
2. Conduct a Site Topographic Survey as described in Appendix H. The Consultant may be required to daylight infrastructure at the City's request. This work will be coordinated with the City and paid for separately. Provide an electronic file in AutoCAD/Civil 3D format acceptable to the City.
3. Develop the material for and conduct two 1-day training sessions with City staff for the purpose of having the City conduct weekly/monthly surveillance and monitoring programs to inspect the North and South access roads, earthen berms, and concrete structures.
4. Continuously develop and maintain a prioritized list of recommended repairs, upgrades, and improvements with Class D cost estimates and justifications for required works.
5. Conduct a Dam Safety Inspection per the Government of Canada's Dam Safety Guidelines.

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

1. Dam Safety Inspection Report (2 total), as per the Government of Canada's Dam Safety Guidelines. The Reports are to also describe:
 - . i The condition of the dam structures, based on the inspections conducted.
 - . ii Prioritized list of recommendations, such as further intrusive testing, improvements, repairs, and/or upgrades, along with timelines for which the recommendations should be initiated.
 - . iii Class D cost estimates associated with items being recommended.

2. The first DSI should be carried out within four weeks after the first annual kick-off meeting. All DSI reports to be submitted two weeks after the inspections.
3. Standard Operating Procedure (SOP) package, which will be utilized as a means of training and educating City Staff for weekly and monthly monitoring of the Dam. Package to include such items as procedures, practices, checklists, and processes to be followed for City weekly surveillance and monitoring program.

In 2025, the Consultant shall:

1. Conduct ongoing site reviews (3 visits) to monitor the condition of all relevant infrastructure. This includes, but is not limited to, the concrete structure, berms, hydraulic equipment, and process equipment. Sites reviews to be carried out in spring, summer, and fall.
2. Conduct a Site Topographic Survey as described in Appendix H. The Consultant may be required to daylight infrastructure at the City's request. This work will be coordinated with the City and paid for separately. Provide an electronic file in AutoCAD/Civil 3D format acceptable to the City.
3. Continuously develop and maintain a prioritized list of recommended repairs, upgrades, and improvements with Class D cost estimates and justifications for required works.
4. Conduct a Dam Safety Inspection per the Government of Canada's Dam Safety Guidelines.

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

1. Dam Safety Inspection Report (3 total), as per the Government of Canada's Dam Safety Guidelines. The Reports are to also describe:
 - . i The condition of the dam structures, based on the inspections conducted.
 - . ii Prioritized list of recommendations, such as further intrusive testing, improvements, repairs, and/or upgrades, along with timelines for which the recommendations should be initiated.
 - . iii Class D cost estimates associated with items being recommended.
2. The first DSI should be carried out within four weeks after the second annual kick-off meeting. The DSI report to be submitted to two weeks after the inspection.

In 2026, the Consultant shall:

1. Conduct ongoing site reviews (3 visits) to monitor the condition of all relevant infrastructure. This includes, but is not limited to, the concrete structure, berms,

hydraulic equipment, and process equipment. Sites reviews to be carried out in spring, summer, and fall.

2. Conduct a Site Topographic Survey as described in Appendix H. The Consultant may be required to daylight infrastructure at the City's request. This work will be coordinated with the City and paid for separately. Provide an electronic file in AutoCAD/Civil 3D format acceptable to the City.
3. Continuously develop and maintain a prioritized list of recommended repairs, upgrades, and improvements with Class D cost estimates and justifications for required works.
4. Conduct a Dam Safety Review per the Government of Canada's Dam Safety Guidelines.
5. The first DSI should be carried out within four weeks after the third annual kick-off meeting. The DSI report to be submitted to two weeks after the inspection.
6. The draft DSR report should be submitted four weeks after the final inspection. The final DSR report should be submitted two weeks after the final approval of the draft report.

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

1. Dam Safety Inspection Report (3 total), as per the Government of Canada's Dam Safety Guidelines. The Reports are to also describe:
 - . i The condition of the dam structures, based on the inspections conducted.
 - . ii Prioritized list of recommendations, such as further intrusive testing, improvements, repairs, and/or upgrades, along with timelines for which the recommendations should be initiated.
 - . iii Class D cost estimates associated with items being recommended.
7. Submit Draft and Final Multi-Year Program Report that includes all relevant project information, findings, and details. The draft multi-year program report should be submitted four weeks after the final DSR, and the final multi-year program report should be submitted two weeks after the final approval of the draft multi-year program report.

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	August 2, 2024
Lake Geraldine Dam Safety Program	
2024 site visits (2 in total)	TBD
2024 Training Program	September 30, 2024
2024 submission of Dam Safety Inspection report	October 30, 2024
2025 site visits (3 in total)	TBD
2025 submission of Dam Safety Inspection report	October 30, 2025
2026 site visits (3 in total)	TBD
2026 submission of Dam Safety Inspection report	October 30, 2026
2026 Submission of multi-year program final report	November 30, 2026
Project Completion	December 31, 2026

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.



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APPENDIX A – COST SUBMISSION FORM

Proponent's Name:

Proponent's Address:

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

Item	Description	Qty	Unit	Unit Price	Total
6.0 Lake Geraldine Dam Safety Program					
2024					
1.	Project management	1	LS	\$	\$
2.	Site visits (2 in total) (2024)	1	LS	\$	\$
3.	Dam Safety Inspection report (2024)	1	LS	\$	\$
4.	Topography Survey (2024)	1	LS	\$	\$
5.	Training program (2024)	1	LS	\$	\$
2025					
6.	Project management	1	LS	\$	\$
7.	Site visits (3 in total) (2025)	1	LS	\$	\$
8.	Dam Safety Inspection report (2025)	1	LS	\$	\$
9.	Topography Survey (2025)	1	LS	\$	\$
2026					
10.	Project management	1	LS	\$	\$
11.	Site visits (3 in total) (2026)	1	LS	\$	\$
12.	Dam Safety Inspection report (2026)	1	LS	\$	\$



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Item	Description	Qty	Unit	Unit Price	Total
13.	Topography Survey (2026)	1	LS	\$	\$
14.	Dam Safety Review report (2026)	1	LS	\$	\$
15.	Multi-year program final report	1	LS	\$	\$
6.0 Lake Geraldine Dam Safety Program subtotal					\$
Table A1 subtotal					\$

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.

6.1 Optional Pricing*					
Additional trip (provisional in the event that additional trips may be needed)	1	LS	\$	\$	
Full-Time Site Inspection during construction (weekly rate)	1	LS	\$	\$	

* Optional Pricing is not to be included in the subtotals calculated above.

Table A2 Hourly Rates Table

POSITION	TEAM MEMBER	Year 1 Hourly Rates (\$/hr.)	Year 2 Hourly Rates (\$/hr.)	Year 3 Hourly Rates (\$/hr.)
Principal/Project Sponsor				
Project Manager				
Project Engineer				
Insert Position (s)				



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POSITION	TEAM MEMBER	Year 1 Hourly Rates (\$/hr.)	Year 2 Hourly Rates (\$/hr.)	Year 3 Hourly Rates (\$/hr.)

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

END OF APPENDIX A



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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.

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.



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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



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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



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APPENDIX D – INFORMATION PROVIDED BY THE CITY

This schedule forms part of the contract for consulting services for **2024-RFP-072 / LAKE GERALDINE DAM SAFETY PROGRAM**. 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. Emergency Response Plan For Lake Geraldine Dam Safety, City of Iqaluit – 2020
4. Lake Geraldine Dam Emergency Preparedness Plan, City of Iqaluit - 2018

END OF APPENDIX D



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APPENDIX E – CITY OF IQALUIT SERVICES AGREEMENT

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

AND: <INSERT 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.

3. NOTICE AND ADDRESS

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



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i) If, to the CITY OF IQALUIT:

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

Reference: LAKE GERALDINE DAM SAFETY PROGRAM - 2024-RFP-072

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



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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.
- 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



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- 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 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



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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 holdback 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.
- 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:



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- 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
 - 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.



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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



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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 _____ 2024.

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 #

END OF APPENDIX F



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APPENDIX G – CONTRACT ADMINISTRATION TEMPLATES

- ❖ **Inspection and Test Plan**
- ❖ **Non-Conformance Report**
- ❖ **Requests for Information**
- ❖ **City of Iqaluit Contractor Health and Safety Program**

END OF APPENDIX G

APPENDIX H – TOPOGRAPHIC SURVEY SCOPE OF WORK

The Consultant will be required to complete topographical surveying as specified within this RFP. The Consultant shall not rely on as-built records. The general survey boundary area is generally as described in the project Proposed Impact Area. The Consultant shall provide results of all investigations and coordinate its work with the City for incorporation into the final design. A combination of Lidar and ground-based survey will be considered. The Consultant shall describe in the Technical Proposal, all equipment and personnel that will be used to complete the Topographic Survey. 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:

- Conduct on-site reviews and field work required for, and to complete an assessment of existing infrastructure. Including, but not limited to, road surfaces, top and slopes of berms to determine settlement and potential upgrades required.
- The Consultant will conduct a GPS survey as necessary to define the work.
- The use of Drones to complete the survey may be considered by the City based on the submission of an approved drone survey plan.
- Verify the accuracy and correctness of any digital mapping and control points provided by the City or publicly available.
- Establish vertical and horizontal project control points and monuments using Canadian national standards best practice.
- In general, the minimum positional accuracy of topographic features with respect to the nearest project control is: 2 centimeters horizontal and vertical for hard constructed surfaces such as road surfaces, concrete, gravel, culverts etc.; 5 to 10 centimeters horizontal and vertical for natural original ground features.
- Identify all existing features, including watercourses and overflow invert levels,
- Perform detailed inventory of existing facilities and identify recommended repairs and upgrades.
- General site topography including landscaping, ground elevations, property boundary and drainage.
- Survey data required five (5) meters in every direction within the limit of work and the identification of major site features.
- Roads to access the site and the road passing along the northern edge of the site.
- Road ditches and invert elevations.
- Other site features such as gravel roadways, culverts, existing pipe routes, water main valves, fences, etc.
- Provide site contours at 0.5 m intervals.
- CAD Base Plans in Autodesk Civil3D format acceptable to the City.in.

END OF APPENDIX H

END OF RFP