



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

**PROPOSAL CALL: MAY 17, 2022**

**PROPOSALS DUE: MAY 31, 2022, AT 3:00 PM EST**

**2022-RFP-024**



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## 1. PROJECT OVERVIEW

The City is seeking to retain a consultant to provide assessment/investigation, detailed design, construction procurement, and contract administration/site inspection services for the **Lake Geraldine Dam Upgrades** project. The project consists of the following:

1. Assignment #1 – Lake Geraldine Dam Structural Upgrades, Detailed Design
2. Assignment #2 – Lake Geraldine Dam Intake Valve Replacement, Detailed Design
3. Assignment #3 – Lake Geraldine Dam Warm Water Return, Preliminary Engineering Design Study

The Consultant's team will be retained to provide technical and professional services for the Project, as defined in the terms of reference within this Request for Proposal (RFP).

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. The prevailing winds are northwest at 16.7 km/hr.

#### 1.1.4 City Growth and Population

The City is the newest Capital City in Canada and as a result has experienced a period of rapid development and growth. Iqaluit is the seat of government for the Territory of Nunavut and is the home base of many federal and territorial government departments. The City is rapidly developing into a regional center for the territory with

many northern businesses in Inuit organizations making it their base of operations. The current population of Iqaluit is estimated at about 7,000 people with an average annual growth rate between three and four percent.

1.1.5 Land Ownership System

Iqaluit has a unique land ownership system. The major land owners in Iqaluit are the Commissioner of Nunavut, the City and the regional Inuit associations. These entities in turn lease land to individuals, corporations and other government departments. The City land is administered by a land acquisition by-law and by a Territorial Statute. Generally speaking, there is no private ownership of land.

**1.2 Definitions**

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

<i>City/ Client/ Owner</i>	means the Municipal Corporation of the City; means the entity as defined in the Supplementary Conditions, which may be the same entity as the City as defined herein.
<i>City Representative</i>	means the individual, assigned to the Project, who will be representing the City.
<i>City Website</i>	means <a href="http://www.iqaluit.ca">www.iqaluit.ca</a> .
<i>Class A Estimate</i>	means an estimate that is accurate to +/- 10% that is used to establish cost for the construction of the Project and is based on 99% complete design package which is ready for tender.
<i>Class B Estimate</i>	means an estimate that is accurate within +/- 15% and is based on a 66% design development.
<i>Class C Estimate</i>	means an estimate that is accurate within +/- 20% and is based on a 33% design development.
<i>Class D Estimate</i>	means an estimate that is accurate within +/- 30% and is based on conceptual design sketches.
<i>Closing Time</i>	means the time set out in paragraph 4.1.
<i>Contractor</i>	means the entity who will be providing construction services to perform the work.
<i>Construction Contract</i>	means the executed agreement between the City and the Contractor for the work.



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

### 1.3 Project Scope

The objective of the project is to ensure the long-term sustainability of the Dam through the implementation of required repairs, improvements, and upgrades, as per recommendations highlighted in a 2021 Dam Safety Review. Under this RFP, the City is seeking assessment/investigation, options analysis investigation, preliminary engineering design, detailed engineering design, construction procurement, and contract administration/site inspection services.

Some of the scope items include:

- Conducting a delamination survey of the downstream portion of the concrete dam
- Preparing the detailed design to replace the existing intake valves at the dam while providing suitable means for redundancy to accommodate operational flexibility
- Preparing the detailed design to increase the height of the concrete core wall within the earthen berms
- Preparing the detailed design to raise the crest of the south, center, and north berms
- Preparing the detailed design to install weirs at known or identified weep locations
- Preparing the detailed design for sealant repairs and crack injection as needed
- Facilitating the evaluation of contractor bids, performing contract administration, site observation, and project closeout services for all detailed design items
- Preparing the preliminary design study to route a warm water return line into the reservoir at the spillway to mitigate ice loading on the dam structure

The project plan requires that the consultant conduct the specified inspections, surveys, and site visits and complete all preliminary design and detailed design before the end of 2022. The plan is to then tender out the detailed design package for construction services in early 2023 to allow for material procurements and mobilization to complete construction during the summer of 2023. The subsequent detailed design of the preliminary design items will not be performed under this RFP.

While this section provides a description of the requested services, SECTION 6 CONSULTANT SCOPE OF WORK should be referenced when considering the exhaustive scope of services captured under this RFP.



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## 2. INSTRUCTIONS TO PROPONENTS

### 2.1 Submission

Proponents must submit their proposals by electronic submission (PDF format), through MERX before **3:00 PM EST local Iqaluit time on May 31, 2022**. MERX can be accessed via the following website link – <https://www.merx.com/>. Proponents must address proposals to:

City of Iqaluit  
Alison Drummond  
Senior Director of Corporate Services  
901 Nunavut Drive, P.O. Box 460  
Iqaluit, Nunavut, X0A 0H0

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

Technical Submission:     *“TECHNICAL PROPOSAL – LG Dam Upgrades – Proponent Name”*

Financial Submission:     *“FINANCIAL PROPOSAL – LG Dam Upgrades – 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:

Jared Wright  
Project Manager  
[jared.wright@colliersprojectleaders.com](mailto:jared.wright@colliersprojectleaders.com)

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

The deadline for submitting inquiries will be on **May 24 at 3:00 PM EST local Iqaluit time**.

### 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





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Merx and the City's website to confirm whether an addendum has been posted. The only way this RFP may be added to or amended in any way is by a formal written addendum. No other communication whether written or oral from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent.

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

## 2.4 Proponent Requirements

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

## 2.5 Opening of the Proposals

There will be no public opening of the Proposals.

## 2.7 Validity of Offer

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

## 2.8 Intended RFP Process Schedule

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

*Table 1 – RFP Process Schedule*

Milestone	Date
Issue RFP	May 17, 2022
Last Day for Proponent Questions	May 24, 2022, at 3 PM
Last Date for Issue of Addendum	May 26, 2022
RFP Closes – Submission Deadline	May 31, 2022, at 3 PM
Evaluation and Determination of Preferred Consultant	June 14, 2022
Approvals	June 28, 2022
Contract Award	July 5, 2022
Project Kick-Off Meeting	July 6, 2022

### **3. PROPOSAL REQUIREMENTS**

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

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

#### **3.1 Technical Submission Requirements**

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

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

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

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

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

- .1 Executing detailed design and construction projects for the City of Iqaluit or in regions with similar geography and climate
- .2 Completing detailed design and providing contract administration and site inspection services for projects related to dam improvements in Arctic environments; and
- .3 Completing delamination surveys, safety inspections, structural assessments, and/or other similar tasks for dam structures in Arctic environments.

The Proponent should describe their roles and responsibilities on each of the projects, whether the projects were joint ventures along with the names of the other parties of the joint venture, and a brief description of the project/ assignment. For each project, identify a Client contact and provide contact information (email and phone number). The Evaluation Committee may consult with the persons indicated as references by the Proponents in order to obtain feedback on the Proponent's performance on previous Projects and to understand the relationship between the Client and the Proponent. The technical ratings may be adjusted, based on the interviews and feedback from reference consultations. Proponents must ensure that phone numbers and e-mail addresses of references are accurate and still valid.

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

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

Provide a work plan detailing the methodology and approach to be taken to deliver the assignment, reflecting the schedule outlined in this Request for Proposal. Identify the proposed schedule along with key milestones for meetings with the City group. Include in this section a schedule in Gantt format for the provision of services and a time-task matrix 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 all project management, reporting, internal reviews and quality control, site inspections, surveying, detailed design development, procurement, contract administration, and project closeout.

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

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

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

- .1 Year founded as current corporate entity;
- .2 Permanent office address;
- .3 Corporate mission statement no more than 3 sentences that aligns with the City's and project' goals and objectives;
- .4 Statement of understanding of the project scope and justification that the proponent can meet the project requirements no more than 3 sentences; and

- .3 List a maximum of 5 relevant reference Projects (do not provide Project details as some of these projects should be listed in Section B).

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

Provide an organizational chart describing the Proponent’s Project Team for the assignment, which includes lead positions such as the Project Manager, Project Sponsor/Principle, designers, drafters, inspectors, and any other personnel that may be involved 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:

- .1 Name;
- .2 Corporate affiliation;
- .3 Role and title on the Project, including the period for which the individual is to be associated with the Project, and the extent of the individual’s time that will be devoted to the Project during that period;
- .4 List any reference Projects provided in Section B (do not provide Project details) and describe the individual’s role on each of the Projects; and
- .5 Brief description of the individual’s experience on relevant assignments and how their expertise will make the project succeed.

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

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

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

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

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

## 3.2 **Financial Submission Requirements**

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

Submit a completed and unqualified Cost Submission Form, included in Appendix A, along with a Consultant’s corresponding level of effort fee table, complete with positions, hours, rates, and fee breakdown, based on the work being requested under this RFP for a fixed fee contract. The level of effort table must be broken up based on

major project tasks/ phases (i.e. detailed design phase, tender support, contract administrator/ site inspection, etc.).

The fee table must also include a breakdown on expenses/ disbursements, based on the requirements described in the Terms of Reference. The Proponent must use a per diem rate of \$171.85/ day (meals and incidentals) established by the National Joint Council for the Territory of Nunavut. This considers and assumes that travel to and stay in Iqaluit will not exceed 30 consecutive days. Accommodations may be provided by the City of Iqaluit at a City owned residence. The Proponent will be responsible for transportation requirements and must include this in their fee proposal for expenses/ disbursements. All expenses/disbursements will be 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.

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

## **4. EVALUATION**

### **4.1 Evaluation Committee**

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

### **4.2 Evaluation Stages**

Proposals will be evaluated in four stages:

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

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

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

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

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

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

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

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

The points for price will be awarded as follows:

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

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

#### 4.2.4 Selection

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

### 4.3 **Mandatory Requirements**

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

Proponents must:

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

#### 4.4 Rejection of Unacceptable Proposals

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

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

#### 4.5 Evaluation Criteria

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

*Table 2 – RFP Evaluation Criteria*

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



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## **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 2.6, at any time prior to the award of a contract or the cancellation of this Request for Proposal.

## **5.2 No Collusion**

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

## **5.3 Conflict of Interest**

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

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

#### **5.4 Accuracy of Information**

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

#### **5.5 Confidentiality**

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

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

#### **5.6 Working Language**

All Proposals must be written in English.

#### **5.7 Terms of Payment**

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

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

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

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

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

## **5.8 Cash Flow Expenditure Forecast**

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

## **5.9 WSIB/ WSCC Certificate**

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

## **5.10 Health and Safety**

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

## **5.11 Project Reporting**

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

## 6. CONSULTANT SCOPE OF WORK

The consultant procured under this RFP shall provide complete and exhaustive assessment/investigation, options analysis, preliminary engineering design, detailed engineering design, construction procurement support (provisional), and contract administration/site inspection (provisional) services. The following sections describe the services to be provided by the Consultant. The requested assignment has been split into separate projects for the purpose of clarifying the scope for each task.

The three projects that form this RFP are:

- Project #1 – Lake Geraldine Dam Structural Upgrades, Detailed Design and Construction (Provisional)
- Project #2 – Lake Geraldine Dam Intake Valve Replacement, Detailed Design and Construction (Provisional)
- Project #3 – Lake Geraldine Dam Warm Water Return, Preliminary Engineering Design Study

It should be noted that the 2023 capital budget has not yet been approved by Council. Upon Council approval of the capital budget, the services identified as provisional will be awarded to the successful proponent by change order or new contract issuance per the pricing provided. It is understood that the successful Consultant will hold their financial submission for items priced provisionally.

### 6.1 **Project #1 – Lake Geraldine Dam Structural Upgrades, Detailed Design and Construction (Provisional)**

Every year, a Dam Safety Inspection is required for the Lake Geraldine Dam to comply with the Canadian Dam Safety Guidelines. Similarly, a Dam Safety Review is required every 5 years. Over the past several years, the consultants performing these inspections have recommended various upgrades, repairs, improvements, etc. that should be addressed as part of the long-term asset management strategy for the structure. This project will consider various recommendations provided in the Dam Safety Review that was completed in 2021.

#### 6.1.1 **Assessment/Investigation**

**Purpose:** To conduct a site inspection to verify the dam's existing site conditions, taking into account all of the RFP supporting documentation including construction work not yet complete, for the purpose of developing the detailed design of all specified items, as well as to conduct the required concrete delamination survey.

The Consultant shall:

- .1 Conduct a site inspection to verify all existing site conditions to as-built/record documents and IFC drawings and specifications for work that is in progress or not yet completed, in order to facilitate aspects of detailed design.
- .2 Conduct a concrete delamination survey of the downstream portion of the concrete dam in order to identify deficiencies that are to be addressed as part of the Dam structural upgrades design package.
  - .i The survey shall be conducted by a sonic method using a steel hammer or similar tool to perform in a grid pattern proposed by the consultant in order to identify localized areas where concrete has delaminated.
  - .ii The techniques performed when conducting this test should be in accordance to CSA S413-14. The Consultant is responsible for providing a plan for how this task will be performed for City review and approval.
- .3 Lead a review meeting with the City for the purpose of presenting draft reports and findings of this phase, gather feedback, and produce final reports and findings.

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

- .1 Concrete Delamination Survey Report (Draft)
- .2 Concrete Delamination Survey Report (Final)
- .3 Review meeting agenda and minutes for 1 (one) meeting

### **6.1.2 Detailed Design**

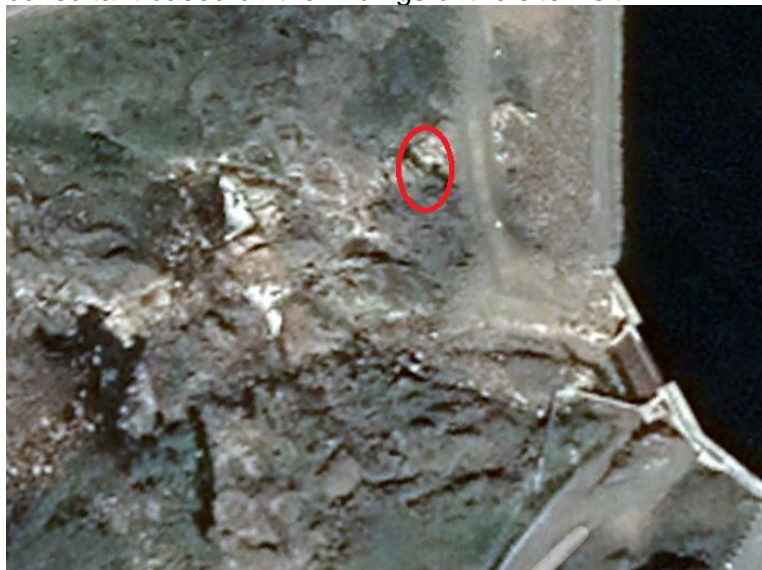
**Purpose:** To produce a final design package detailing required installations, equipment and materials in order to satisfy the intent of the project. Prepare all necessary construction drawings, including site plans, general arrangements, elevation/ sections and construction details for all disciplines on a basis of the approved final design. Prepare the contract documents, which includes the bidding instructions, bidding forms, conditions of the contract, supplementary conditions, and specification.

The Consultant shall:

- .1 Develop a 33%, 66%, 99%, and 100% detailed design, which includes specifications and drawings, for the following items which have been identified in recent reports:
  - .a Increasing the height of the concrete core wall within the earthen berms by 0.3 m or to a suitable height with respect to the

consultant's best judgement if it is found that 0.3 m is not suitable, while creating or maintaining appropriate rise-to-run geometry of the berms

- .i Background documents provided can be used to provide insight on general existing geometry, however the consultant is responsible for verifying actual conditions and geometry as it relates to the design.
- .b Raising the crest of the south, center, and north berms by 1 m or to a suitable height with respect to the consultant's best judgement if it is found that 1 m is not suitable, while creating or maintaining appropriate rise-to-run geometry of the berms
  - .i Background documents provided can be used to provide insight on general existing geometry, however the consultant is responsible for verifying actual conditions and geometry as it relates to the design.
- .c Installing at least 1 simple weir at the base/apex of the valley downstream of the north and centre berms (approximate location shown below), as well as any other locations recommended by the consultant based on the findings of the site visit



- .i Background documents provided can be used to provide insight on general existing geometry, however the consultant is responsible for verifying actual conditions and geometry as it relates to the design.
- .d Sealant repairs and crack injection of the concrete dam structure (as needed based on site inspection).

- .e Concrete delamination repairs, as per findings from the concrete delamination survey
  - .f Provide cost estimates with each design package (33% - Class D, 66% - Class B, 99% - Class A).
- .2 Identify, assess, advise on, prepare, and lead in a timely manner all environmental and regulatory requirements at the Municipal, Territorial and Federal levels, including any permitting and approvals processes, that are necessary to execute the work without putting the overall project schedule at risk. Prepare the relevant applications on behalf of the City of Iqaluit.
  - .3 Lead a review meeting with the City for the purpose of presenting the status of the design at each % milestone in order to gather any feedback needed to progress the design.

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

- .1 33% design package, including draft engineering drawings and specifications, anticipated construction schedule, and Class D cost estimate
- .2 66% design package, including draft engineering drawings and specifications, front-end documents, anticipated construction schedule, and Class B cost estimate
- .3 99% design package, including draft engineering drawings and specifications, front-end documents, anticipated construction schedule, Class A cost estimate, and analysis and recommendation of all permitting, approvals, and regulatory requirements for consultant action
- .4 Final Request for Tender (RFT) (100% design) package, including front-end documents, contract terms and conditions, engineering drawings and specifications, anticipated construction schedule, and analysis and recommendation of all permitting, approvals, and regulatory requirements for consultant action
- .5 Review meeting agenda and minutes for 3 (three) meetings (33%, 66%, 99%)

### **6.1.3 Construction Procurement Phase (Provisional)**

Purpose: (Upon approval of the 2023 project budget and at the City's discretion, issuance of a change order or new contract for the amount specified within the cost submission form) Assist the Project Manager during the construction procurement phase of the project, as the City looks to retain a Contractor for construction services.

The Consultant shall:

- .1 Act in an advisory role to the Project Manager who will tender the Project.
- .2 Respond to questions raised by bidders and prepare addenda or clarifications for issue to bidders.
- .3 Assist the Project Manager and Evaluation Committee with examining and evaluation of tenders with respect to priority scope items and project budget requirements. Advise on acceptance of submissions and provide a recommendation for award.
- .4 Prepare and issue stamped “for construction” documents, revised to include all addenda and changes made during the tender period.

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

- .1 Prepare addenda in response to tender inquiries on an as-needed basis.
- .2 Recommendation of contract award letter, including summary of tender results.
- .3 IFC Construction Drawings

#### **6.1.4 Construction Phase – Contract Administration/Site Inspection (Provisional)**

**Purpose:** (Upon approval of the 2023 project budget and at the City’s discretion, issuance of a change order or new contract for the amount specified within the cost submission form) Perform the administration of the construction contract, and inspect the construction to ensure compliance with the contract documents on a remote basis with a site visit at the substantial completion phase in coordination with the contractor’s schedule. Based on the design requirements, the consultant is responsible for capturing all efforts that may be required for remote contract administration and site inspection services for the duration of the work within the fixed fee proposal. Additionally, within the cost submission form, the consultant shall provide provisional costs for site visits in the event that the City requests that additional trips be done. For pricing purposes, contract administration and site inspections requirements are listed in the cost submission form.

The Consultant shall:

- .1 Be a representative of the City.
- .2 Advise and consult with the City.
- .3 Have the authority to act on the City’s behalf to the extent provided in this RFP and the Contract Documents.



- .4 Have access to the Work at all times wherever it is in preparation or progress by coordinating virtual review with the contractor and/or a City representative.
- .5 Forward all instructions from the City to the Contractor.
- .6 Carry out and coordinate as applicable the General Review/Field Review of the work by coordinating virtual review with the contractor and/or a City representative on an as-needed basis.
- .7 Examine, evaluate and report to the City upon representative samples of the work by coordinating virtual review with the contractor and/or a City representative.
- .8 Provide weekly site review reports to determine general conformity of the works by coordinating virtual review with the contractor and/or a City representative. Reports should include photos requested by the consultant and provided by the contractor for all detailed design and construction scope items as well as general requirements and general conditions including site setup, protection of the work area, and safety measures. Included in the reports shall be the Consultant's comments and observations on construction progress with respect to construction schedule, quality of the work, conformance with the contract documents, and observed deficiencies.
- .9 Keep the City informed of the progress and quality of the work, and report to the City defects and deficiencies in the work observed during the course of the site reviews by coordinating virtual review with the contractor and/or a City representative.
- .10 In the first instance, interpret the requirements of the Contract Documents and make findings as to the performance thereunder by both the City and the Contractor.
- .11 Render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the City or the Contractor.
- .12 Render written findings within reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or performance of the work or the interpretation of the Contract Documents.
- .13 Render interpretations and findings consistent with the intent of and reasonably inferable from the Contract Documents; showing partiality to neither the City nor the Contractor.
- .14 Have the authority to reject work which does not conform to the Contract Documents, and whenever, in the Consultant's opinion, it is necessary or

advisable for the implementation of the intent of the Contract Documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed.

- .15 Review and take other appropriate action with reasonable promptness upon such Contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the Work as provided in the Contract Documents.
- .16 Maintain an electronic log to evidence the status and disposition of Shop Drawings and other required Contractor submittals. The log shall be provided and reviewed at every Project meeting.
- .17 Respond to Requests for Information (RFI) and maintain an electronic log to accurately document the status of all RFI's. The log shall be provided and reviewed at every Project meeting.
- .18 Prepare Contemplated Change Notices and Change Orders for the consideration of the Project Manager and for the City's approval and signature in accordance with the Contract Documents and maintain electronic logs to accurately document the status of all issued and contemplated CCN's and CO's. The logs shall be provided and reviewed at every Project meeting.
- .19 Have the authority to order minor adjustments in the Work which are consistent with the intent of the Contract Documents, when these do not involve an adjustment in the contract price or an extension of the contract time.
- .20 Furnish supplemental instructions to the Contractor with reasonable promptness.
- .21 Receive from the Contractor and forward to the City for the City's review the written warranties and related documents.
- .22 Receive from the Contractor and review and approve the Contractor's as-built drawings and provide to the City a complete set of electronic as-built drawings for all building systems and components.
- .23 Review any defects or deficiencies which have been observed and reported during that period and notify the Contractor in writing of those items requiring attention by the Contractor to complete the Work in accordance with the Contract.
- .24 Determine the amounts owing to the Contractor under the Contract, based on the observations and evaluation of the Contractor's application(s) for payment.

- .25 Issue certificates for payments in the value proportionate to the amount of the Contract and the Contractor's Schedule of Values, of work performed and products delivered to the place of the Work.
- .26 Determine the date of Substantial performance of the work. Issue the Substantial Performance certificate. Perform a substantial completion review site visit.
- .27 Verify the validity of the Contractor's application for final payment and issue a certificate of final payment.
- .28 Serve as the "Consultant" as per the CCDC 2 Stipulated Price Contract Agreement inclusive of the Supplementary Conditions between the Owner and the Contractor.
- .29 Maintain a history file, which consists of:
  - .a All RFI, SI, CCN, CO, submittal/ shop drawing tracking logs.
  - .b All RFI's, SI's, CCN's, and CO's.
  - .c All reviewed and approved submittals and shop drawings.
  - .d QA/QC documentation.
  - .e Daily logs.
  - .f Site Observation Review reports.
  - .g Site photos.
  - .h Issued for Construction drawings, redline drawings, and as-builts.
  - .i Payment certificates with corresponding Contractor monthly progress claims and invoices.
  - .j Key communications.
- .30 Chair, prepare agendas, and issue minutes for construction kick-off meeting, weekly recurring meetings, and other meetings as needed.
- .31 Develop and maintain an exhaustive list of all contractor submittals (administrative, technical, and other), tracking submission dates, review dates, resubmission dates, and approval dates.

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

- .1 Continuously updated submittal tracking sheet
- .2 Payment certificates

- .3 CCNs, COs, and SIs as needed, as well as relevant CCN, CO, and SI tracking logs
- .4 Agendas and minutes for all meetings
- .5 Deficiency review report and substantial completion certificate upon confirmation that all noted deficiencies have been corrected
- .6 Final approved As-Built drawings
- .7 Complete project history record file

## **6.2 Project #2 – Lake Geraldine Dam Intake Valve Replacement, Detailed Design and Construction (Provisional)**

Recommendations have been brought forward to the City relating to the existing intake valve chamber. It has been noticed that the valves within the chamber are heavily corroded and likely require complete replacement. This project will require the consultant to inspect the existing valve chamber and valves, develop the detailed design for replacement of all valves or the entire valve chamber, and carry out provisional construction procurement, contract administration, and site inspection services.

### **6.2.1 Assessment/Investigation**

**Purpose:** To perform a site inspection and consult the City to verify the intake valve chamber's and intake valves' existing conditions, taking into account all of the RFP supporting documentation including construction work not yet complete, for the purpose of developing the detailed design for the replacement of all existing valves, the installation of new valves, piping, and plumbing within the existing chamber, or the manufacturing and installation of a completely new chamber, while accounting for operational redundancy.

The Consultant shall:

- .1 Conduct a site inspection to verify all existing site conditions to any as-built/record documents available in order to facilitate aspects of detailed design, and confirm the purpose and state of all existing valves within the existing chamber.
- .2 Perform an options analysis to determine the requirements for the valve chamber function and operational redundancy in order to establish the basis of the design and determine whether all valves should be replaced within the existing chamber, all valves and associated piping and plumbing should be replaced within the existing chamber, if an entirely new chamber and valve system will need to be fabricated, or any other solution proposed by the consultant and accepted by the City. Based on

stakeholder input, site conditions, cost, schedule and any other evaluation criteria deemed relevant, provide a recommended option that best suit's the City's objectives.

- .3 Lead a review meeting with the City for the purpose of presenting draft reports and findings of this phase, gather feedback, and produce final reports and findings

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

- .1 Review meeting agenda and minutes for 2 (two) meetings (requirements engagement and findings and recommendations)
- .2 Schematic drawing and photos describing the current purpose of all valves contained within the existing chamber
- .3 Options Analysis Report.

### **6.2.2 Detailed Design**

**Purpose:** To produce a final design package detailing required installations, equipment and materials in order to satisfy the intent of the project. Prepare all necessary construction drawings, including site plans, general arrangements, elevation/ sections and construction details for all disciplines on a basis of the approved final design. Prepare the contract documents, which includes the bidding instructions, bidding forms, conditions of the contract, supplementary conditions, and specification.

The Consultant shall:

- .1 Develop a 33%, 66%, 99%, and 100% detailed design, which includes specifications and drawings and related cost estimates, for the following items which have been identified in Option Analysis Report:
  - .a Replacement of the dam intake isolation valve and other valves within the chamber, while considering necessary measures for redundancy to improve operational flexibility, and future maintenance requirements.
- .2 Identify, assess, advise on, prepare, and lead in a timely manner all environmental and regulatory requirements at the Municipal, Territorial and Federal levels, including any permitting and approvals processes, that are necessary to execute the work without putting the overall project schedule at risk. Prepare the relevant applications on behalf of the City of Iqaluit.
- .3 Lead a review meeting with the City for the purpose of presenting the status of the design at each design milestone in order to gather any feedback needed to progress the design.

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

- .1 33% design package, including draft engineering drawings and specifications, anticipated construction schedule, and Class D cost estimate
- .2 66% design package, including draft engineering drawings and specifications, front-end documents, anticipated construction schedule, and Class B cost estimate
- .3 99% design package, including draft engineering drawings and specifications, front-end documents, anticipated construction schedule, Class A cost estimate, and analysis and recommendation of all permitting, approvals, and regulatory requirements
- .4 Final Request for Tender (RFT) (100% design) package, including front-end documents, contract terms and conditions, engineering drawings and specifications, anticipated construction schedule and analysis and recommendation of all permitting, approvals, and regulatory requirements
- .5 Review meeting agenda and minutes for 3 (three) meetings (33%, 66%, 99%)

### **6.2.3 Construction Procurement Phase (Provisional)**

**Purpose:** (Upon approval of the 2023 project budget and at the City's discretion, issuance of a change order or new contract for the amount specified within the cost submission form) Assist the Project Manager during the construction procurement phase of the project, as the City looks to retain a Contractor for construction services.

The Consultant shall:

- .1 Act in an advisory role to the Project Manager who will tender the Project.
- .2 Respond to questions raised by bidders and prepare addenda or clarifications for issue to bidders.
- .3 Assist the Project Manager and Evaluation Committee with examining and evaluation of tenders with respect to priority scope items and project budget requirements. Advise on acceptance of submissions and provide a recommendation for award.
- .4 Prepare and issue stamped "for construction" documents, revised to include all addenda and changes made during the tender period.

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

- .1 Prepare addenda in response to tender inquiries on an as-needed basis.

- .2 Recommendation of contract award letter, including summary of tender results.
- .3 Issued for Construction Drawings

#### **6.2.4 Construction Phase – Contract Administration/Site Inspection (Provisional)**

**Purpose:** (Upon approval of the 2023 project budget and at the City’s discretion, issuance of a change order or new contract for the amount specified within the cost submission form) Perform the administration of the construction contract, and inspect the construction to ensure compliance with the contract documents on a remote basis with a site visit at the substantial completion phase in coordination with the contractor’s schedule. Based on the design requirements, the consultant is responsible for capturing all efforts that may be required for remote contract administration and site inspection services for the duration of the work within the fixed fee proposal. Additionally, within the cost submission form, the consultant shall provide provisional costs for site visits in the event that the City requests that additional trips be performed.

The Consultant shall:

- .1 Be a representative of the City.
- .2 Advise and consult with the City.
- .3 Have the authority to act on the City’s behalf to the extent provided in this RFP and the Contract Documents.
- .4 Have access to the Work at all times wherever it is in preparation or progress by coordinating virtual review with the contractor and/or a City representative.
- .5 Forward all instructions from the City to the Contractor.
- .6 Carry out and coordinate as applicable the General Review/Field Review of the work by coordinating virtual review with the contractor and/or a City representative on an as-needed basis.
- .7 Examine, evaluate and report to the City upon representative samples of the work by coordinating virtual review with the contractor and/or a City representative.
- .8 Provide weekly site review reports to determine general conformity of the works by coordinating virtual review with the contractor and/or a City representative. Reports should include photos requested by the consultant and provided by the contractor for all detailed design and construction scope items as well as general requirements and general conditions including site setup, protection of the work area, and safety

measures. Included in the reports shall be the Consultant's comments and observations on construction progress with respect to construction schedule, quality of the work, conformance with the contract documents, and observed deficiencies.

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



electronic logs to accurately document the status of all issued and contemplated CCN's and CO's. The logs shall be provided and reviewed at every Project meeting.

- .19 Have the authority to order minor adjustments in the Work which are consistent with the intent of the Contract Documents, when these do not involve an adjustment in the contract price or an extension of the contract time.
- .20 Furnish supplemental instructions to the Contractor with reasonable promptness.
- .21 Receive from the Contractor and forward to the City for the City's review the written warranties and related documents.
- .22 Receive from the Contractor and review and approve the Contractor's as-built drawings and provide to the City a complete set of electronic as-built drawings for all building systems and components.
- .23 Review any defects or deficiencies which have been observed and reported during that period and notify the Contractor in writing of those items requiring attention by the Contractor to complete the Work in accordance with the Contract.
- .24 Determine the amounts owing to the Contractor under the Contract, based on the observations and evaluation of the Contractor's application(s) for payment.
- .25 Issue certificates for payments in the value proportionate to the amount of the Contract and the Contractor's Schedule of Values, of work performed and products delivered to the place of the Work.
- .26 Determine the date of Substantial performance of the work. Issue the Substantial Performance certificate. Perform a substantial completion review site visit.
- .27 Verify the validity of the Contractor's application for final payment and issue a certificate of final payment.
- .28 Serve as the "Consultant" as per the CCDC 2 Stipulated Price Contract Agreement inclusive of the Supplementary Conditions between the Owner and the Contractor.
- .29 Maintain a history file, which consists of:
  - .a All RFI, SI, CCN, CO, submittal/ shop drawing tracking logs.
  - .b All RFI's, SI's, CCN's, and CO's.

- .c All reviewed and approved submittals and shop drawings.
  - .d QA/QC documentation.
  - .e Daily logs.
  - .f Site Observation Review reports.
  - .g Site photos.
  - .h Issued for Construction drawings, redline drawings, and as-builts.
  - .i Payment certificates with corresponding Contractor monthly progress claims and invoices.
  - .j Key communications.
- .30 Chair, prepare agendas, and issue minutes for construction kick-off meeting, weekly recurring meetings, and other meetings as needed.
  - .31 Develop and maintain an exhaustive list of all contractor submittals (administrative, technical, and other), tracking submission dates, review dates, resubmission dates, and approval dates.

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

- .1 Continuously updated submittal tracking sheet
- .2 Payment certificates
- .3 CCNs, COs, and SIs as needed, as well as relevant CCN, CO, and SI tracking logs
- .4 Agendas and minutes for all meetings
- .5 Deficiency review report and substantial completion certificate upon confirmation that all noted deficiencies have been corrected
- .6 Final approved As-Built drawings
- .7 Complete project history record file

### **6.3 Project #3 – Lake Geraldine Dam Warm Water Return, Preliminary Engineering Design Study**

Recommendations have been brought forward to the City relating to the implementation of a warm water return line to the reservoir at the spillway to mitigate potential ice loading of the dam. The City believes at this time that the simplest way to implement this type of system is to house all process equipment at the Water Treatment Plant (WTP) and route/expand through the existing warm water line that

runs adjacent to the WTP intake line. However, the City is open to considering other solutions proposed by the consultant if the consultant believes that there is a more suitable configuration. As part of this assignment, the consultant will be required to verify the relevant site conditions at the WTP, the dam, and the potential pathway(s) between these two areas and develop a preliminary design for the implementation of a suitable system.

### **6.3.1 Preliminary Engineering Design Study**

Purpose: To propose a solution for City review, feedback, and finalization to complete the preliminary design study for the established solution for:

- .i Routing a warm water return line from the WTP to the dam spillway and infusing the discharged water with air to mitigate ice loading on the dam structure.

The Consultant shall:

- .1 Conduct a site inspection in conjunction with Section 6.1 and 6.2 to verify existing site conditions at the Lake Geraldine Dam, WTP, and area between the two locations in order to understand current site conditions and limitations, while helping inform on considerations for potential solutions that will accommodate the preliminary design study. This may include, but not be limited to, possible source/tie-in locations for warm water supply, verification of locations for proposed equipment installations to accommodate proposed systems, routing of warm water pipeline from WTP to Dam, as well as within the WTP and the Dam, discharge of warm water supply line to reservoir, location of current infrastructure that may impede on the proposed system(s) at any point along potential pathways, etc.
- .2 Meet and engage with City Staff to review and discuss current infrastructure (opportunities and limitations) in place that can accommodate required objectives of the project.
- .3 Establish design criteria for a proposed warm water supply and/or aeration system for the Lake Geraldine raw water reservoir. Design criteria must consider required duty of proposed equipment/systems that will satisfy the needs of the project. The design criteria will help define the systems that will be built and will be utilized as a basis for preliminary design. Present the draft preliminary design criteria at the 20% stage of the assignment in the form of a technical memorandum.
- .4 Conduct preliminary design efforts in order to establish technical requirements for the proposed systems – this includes but is not limited to, preliminary analysis/calculations, identification and selection of suitable systems/equipment that can satisfy required duty/service, preliminary selection of preferred system, regulatory review and approval

requirements, etc. Preliminary design efforts should consider all relevant disciplines – i.e.: civil, structural, environmental, process mechanical, electrical, instrumentation, and process control. Consider equipment/ technologies that are current and appropriate for Northern/Arctic application, and that are suitable for the systems being proposed. Provide preliminary sketches/concept drawings; drawings should include at a minimum preliminary process and instrumentation diagrams (P&ID), key plan/site plan drawings, preliminary general arrangements drawings, and preliminary electrical schematics/single-line diagram. Consider technical and constructability challenges/constraints as part of preliminary design efforts as it pertains to accommodating a preliminary design, based on existing site conditions with respect to proposed equipment demands and requirements and routing locations.

- .5 Present concept plans at the 50% and 80% preliminary design stages for City review and feedback.
- .6 Establish a preliminary equipment list, based on the preliminary design efforts completed for the proposed system. Identify long-lead procurement items, as well as approximate timelines for fabrication and delivery. Integrate procurement recommendations within the proposed project execution schedule (see Item 9).
- .7 The City of Iqaluit is required to comply with requirements enforced under the terms and conditions of the City's Type A Water Licence with the Nunavut Water Board. The proposed systems may consist of a modification to the current operation/use of systems at the WTP and Lake Geraldine Dam. Confirm all regulatory and/or permitting requirements that will need to be considered to accommodate the design and construction of the proposed systems, as per the timelines stipulated in this RFP (Nunavut Water Board and other). Ensure timelines for regulatory/permit approval are considered in the preliminary project schedule.
- .8 Prepare a Class D cost estimate for the proposed system, which defines total capital budget requirements for project execution (detailed design, construction, project management, and other).
- .9 Prepare an overall preliminary project execution schedule (Gantt Chart) for the proposed system, which considers timelines for detailed design, construction procurements, procurement of long-lead items, construction activities, and other.
- .10 Lead and minute, and prepare an agenda for, at least 4 (four) meetings for preliminary consultations, concept plan review, preliminary design draft review, and preliminary design final review.

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

- .1 Design Criteria Technical Memorandum (both draft and final), which includes but is not limited to the following:
  - .i Description of the proposed system, the various components of the system, and how it will function to meet the needs of the Project.
  - .ii Preliminary basis of design for required equipment and components that will achieve the intended needs and of the proposed system.
- .2 Preliminary Engineering Design Study (both draft and final), which includes, but is not limited to, technical requirements for the proposed system, overview of proposed system, functional requirements for the proposed system, integration of proposed system with existing infrastructure, constructability challenges/ constraints, environmental considerations, regulatory/ permitting requirements, major equipment list, long-lead procurement items, project execution strategy, project schedule, project cost, commissioning strategy, operational readiness considerations, etc. The report should consider the following main discussion points at a minimum:
  - Executive Summary.
  - Introduction.
  - Background.
  - Objective.
  - Design Basis.
  - Process/ System Overview (all disciplines).
  - Assumptions.
  - Preliminary Analysis.
  - Preliminary Equipment List.
  - Constructability Challenges/Mitigating Measures
  - Regulatory Requirements.
  - Project Execution Strategy/ Schedule.
  - Procurement Strategy/ Considerations.
  - Cost Estimate.

- Conclusions and Recommendations.
  - Appendices.
- .3 The following supporting documents should be provided and appended to the report:
- Preliminary drawings/ sketches.
  - Class C level cost estimate.
  - Project execution schedule in Gantt chart form outlining recommended project execution timelines for proposed system.
  - Design criteria technical memorandum.
- .3 Agendas and minutes for all meetings.

**6.4 Special Invoicing Instructions**

The City has budgeted for this project as two (2) individual projects, each with their own dedicated accounting codes. They are as follows:

<i>Item No.</i>	<i>Description</i>
10.5	<i>Lake Geraldine Dam Structural Upgrades and Lake Geraldine Dam Warm Water Return</i>
10.3	<i>Lake Geraldine Dam Intake Valve Replacement</i>

As a result, for proper tracking of budgets and invoices, the City will require that each project receive its own service contract and subsequently, be invoiced separately. For efficiencies in the delivery of these projects, these projects have been combined as a group of projects. Proponents are to account for this additional administration level of effort when submitting their proposal.

For disbursements, please distribute the costs across all applicable tasks. Please assume that all tasks planned for 2022 (design) will be awarded.

**7. SCHEDULE**

**7.1 Timelines**

The Proponent must satisfy the general timelines identified below for the work. It should be noted that all of the 2023 dates are tentative at this time. The 2023 schedule will be determined closer to that time. The 2022 dates are mandatory for the purpose of this RFP.

*Table 3 – Project Schedule*



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Milestone	Date
Project Kick-Off Meeting	July 6, 2022
<b>Project 1 – Lake Geraldine Dam Structural Upgrades</b>	
Completion of site visit	August 5, 2022
Submission of draft Delamination Survey Report	August 12, 2022
Submission of final Delamination Survey Report	August 26, 2022
Submission of 33% design package	October 14, 2022
Submission of 66% design package	November 4, 2022
Submission of 99% design package	November 18, 2022
Submission of 100% IFT package	December 2, 2022
City approval of 2023 budget, direction to proceed to construction phase	December 9, 2022
RFT issuance for contractor procurement (Tentative)	February 7, 2023
Contractor contract award (Tentative)	April 18, 2023
Substantial completion (Tentative)	September 29, 2023
Project Completion/Closeout (Tentative)	October 27, 2023
<b>Project 2 – Lake Geraldine Dam Intake Valve Replacement</b>	
Completion of site visit	August 5, 2022
Submission of existing conditions schematic drawing and photos	August 12, 2022
Submission of draft Options Analysis Report	September 2, 2022
Submission of final Options Analysis Report	September 16, 2022
Submission of 33% design package	October 14, 2022
Submission of 66% design package	November 4, 2022
Submission of 99% design package	November 18, 2022
Submission of 100% IFT package	December 2, 2022
City approval of 2023 budget, direction to proceed to construction phase	December 9, 2022
RFT issuance for contractor procurement (Tentative)	February 7, 2023

Contractor contract award (Tentative)	April 18, 2023
Substantial completion (Tentative)	September 29, 2023
Project Completion/Closeout (Tentative)	October 27, 2023
<b>Project 3 – Lake Geraldine Dam Warm Water Return</b>	
Completion of site visit	August 5, 2022
Submission of draft Design Criteria Memo – 20%	August 19, 2022
Submission of final Design Criteria Memo	September 2, 2022
Submission of Concept Plans – 50%	September 30, 2022
Submission of draft PED Study Report – 80%	October 28, 2022
Submission of draft PED Study Report – 99%	November 25, 2022
Submission of final PED Study Report	December 9, 2022

## 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: \_\_\_\_\_

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

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

Provisional scope items identified below are subject to the approval of the 2023 capital budget by City Council. The Proponent is required to submit pricing based on work being performed in 2023. The Proponent also agrees to hold their provision price until which time City Council has confirmed approval of the project under the 2023 capital budget. Pricing for these items shall be included in the financial evaluation of proposals.

Consultant to assume site visit activities related to Assessment/ Investigation will be completed at the same time for all three (3) projects/ assignments. As such, total cost of site visit effort (include disbursements and expenses) to be split between three (3) projects/ assignments.

**Table A1 Fee Table**

TASK	FEE
<b>Project 1 – Lake Geraldine Dam Structural Upgrades</b>	
<u>6.1.1 Assessment/Investigation</u>	
1. General – Project Management, Coordination, and Administration	\$
2. Assessment/Investigation	
2.1 Site Visit Activities (excl. Disbursements and Expenses)	\$
2.2 Disbursement and Expenses (excl. Accommodations)	\$
2.3 Accommodations	\$
2.4 Concrete Delamination Report	\$
6.1.1 Subtotal:	\$
<u>6.1.2 Detailed Design</u>	
3. Detailed Design	
3.1 33% Design Package Deliverables	\$
3.2 66% Design Package Deliverables	\$



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3.3 99% Design Package Deliverables	\$
3.4 100% Design Package Deliverables	\$
6.1.2 Subtotal:	\$
<b>6.1.3 Contract Administration (Provisional)</b>	
4. General – Project Management, Coordination, and Administration	\$
5. Procurement	\$
6.1.3 Subtotal:	\$
<b>6.1.4 Contract Administration and Site Inspection Services (Provisional)</b>	
6. General – Project Management, Coordination, and Administration	\$
7. Remote/Virtual Contract Administration and Site Inspection Services	
7.1 Contract Administration and Site Inspection Services (basis of 10 hours per week x 8 weeks, total 80 hours)	\$
7.2 Engineering Technical Support (basis of 10 hours/week x 8 weeks, total 80 hours)	\$
8. Substantial Completion	
8.1 Site Activities	\$
8.2 Documentation and Reporting	\$
8.3 Disbursements and Expenses (excl. Accommodations)	\$
8.4 Accommodations	\$
9. As-Built Record Drawings	\$
10. Project Closeout/Permanent Record File	\$
6.1.4 Subtotal:	\$
<b>Project 2 – Lake Geraldine Dam Intake Valve Replacement</b>	
<b>6.2.1 Assessment/Investigation</b>	
11. General – Project Management, Coordination, and Administration	\$
12. Assessment/Investigation	
12.1 Site Visit Activities (excl. Disbursements and Expenses)	\$
12.2 Disbursement and Expenses (excl. Accommodations)	\$



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12.3 Accommodations	\$
13. Options Analysis	
6.2.1 Subtotal:	\$
<u>6.2.2 Detailed Design</u>	
14. Detailed Design	
14.1 33% Design Package Deliverables	\$
14.2 66% Design Package Deliverables	\$
14.3 99% Design Package Deliverables	\$
14.4 100% Design Package Deliverables	\$
6.2.2 Subtotal:	\$
<u>6.2.3 Contract Administration (Provisional)</u>	
15. General – Project Management, Coordination, and Administration	\$
16. Procurement	\$
6.2.3 Subtotal:	\$
<u>6.2.4 Contract Administration and Site Inspection Services (Provisional)</u>	
17. General – Project Management, Coordination, and Administration	\$
18. Remote/Virtual Contract Administration and Site Inspection Services	
18.1 Contract Administration and Site Inspection Services (basis of 8 hours per week x 3 weeks, total 24 hours)	\$
18.2 Engineering Technical Support (basis of 3 hours/week x 3 weeks, total 9 hours)	\$
19. Substantial Completion	N/A
19.1 Site Activities	\$
19.2 Documentation and Reporting	\$
19.3 Disbursements and Expenses (excl. Accommodations)	\$
19.4 Accommodations	\$
20. As-Built Record Drawings	\$
21. Project Closeout/Permanent Record File	\$



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6.2.4 Subtotal:	\$
<b>Project 3 – Lake Geraldine Dam Warm Water Return</b>	
<u>6.3.1 Preliminary Engineering Design Study</u>	
22. General – Project Management, Coordination, and Administration	\$
23. Assessment/Investigation	
23.1 Site Visit Activities (excl. Disbursements and Expenses)	\$
23.2 Disbursement and Expenses (excl. Accommodations)	\$
23.3 Accommodations	\$
24. Design Criteria Technical Memorandum	\$
25. Preliminary Engineering Design Report	\$
6.3.1 Subtotal:	\$
<b>SUMMARY</b>	
<b>6.1.1 subtotal</b>	<b>\$</b>
<b>6.1.2 subtotal</b>	<b>\$</b>
<b>6.1.3 subtotal</b>	<b>\$</b>
<b>6.1.4 subtotal</b>	<b>\$</b>
<b>6.2.1 subtotal</b>	<b>\$</b>
<b>6.2.2 subtotal</b>	<b>\$</b>
<b>6.2.3 subtotal</b>	<b>\$</b>
<b>6.2.4 subtotal</b>	<b>\$</b>
<b>6.3.1 subtotal</b>	<b>\$</b>
<b>OVERALL SUBTOTAL:</b>	<b>\$</b>
<b>Applicable Taxes (GST):</b>	<b>\$</b>
<b>TOTAL (INCLUDING GST):</b>	<b>\$</b>

Budget permitting, the City may be interested in having the consultant perform additional site visits during the construction phase. Costing provided in the table below will be used for the purpose of additional fees at the City's request.



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Item	Description	Qty	Unit	Unit Price	Total
<b>Additional Site Visit</b>					
1.	Site activities	5	10-hour workday	\$	\$
2.	Travel expenses	1	2-way trip	\$	\$
3.	Accommodations	5	Day	\$	\$
4.	Per diem, vehicle rental, and gas	5	Day	\$	\$

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.

POSITION	TEAM MEMBER	Hourly Rates (\$/hr.)
Principle/Project Sponsor		
Project Manager		
Project Engineer		
Junior Engineer		
Site Inspector		
Administrative Staff		



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

**END OF APPENDIX A**

## APPENDIX B – SUPPLEMENTARY CONDITIONS

Amend the General Conditions as follows:

Add SC1 Confidentiality

SC 1 Confidentiality

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

Add SC2 Conflicts of Interest

SC 2 Conflicts of Interest

The Consultant and the Consultant's employees:

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

Add SC3 Project History File



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SC 3 Project History File

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

**END OF APPENDIX B**





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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

<b>Consultant Name</b>	<b>Project Office Address</b>	<b>Discipline</b>

**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 the Lake Geraldine Dam Upgrades assignment. The City will provide the following information to the Consultant:

- .1 Municipal Design Guidelines, City of Iqaluit – 2005
- .2 Good Building Practices Guideline, Government of Nunavut – 2020
- .3 2021 Dam Safety Review Report
- .4 2021 Dam Safety Inspection #1 Report
- .5 2021 Dam Safety Inspection #2 Report
- .6 2021 Dam Safety Inspection #3 Report
- .7 2021 Dam Safety Inspection #4 Report
- .8 2021 Lake Geraldine Dam Safety Improvements IFC Drawings
- .9 2022 Lake Geraldine Dam Civil Improvements IFT Drawings
- .10 City of Iqaluit current water license

**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:

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

Reference:

ii) If to the Consultant at:

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

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

#### 4. COMPLETE AGREEMENT

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

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

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

#### 5. GENERAL TERMS

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



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- 5.2 Time shall in every respect be of the essence. The Consultant shall deliver the services specified in the contract and according to the project schedule on costs. The CITY OF IQALUIT may grant reasonable extensions to the Consultant for delays, if the Consultant can show those delays were caused by circumstances beyond the control of the Consultant.
- 5.3 The Consultant is an independent Consultant with the CITY OF IQALUIT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the CITY OF IQALUIT and the Consultant. The Consultant is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation and the Nunavut Payroll Tax.
- 5.4 This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 5.5 No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 5.6 The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 5.7 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Consultant in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the Property") shall vest in the CITY OF IQALUIT and the Consultant hereby absolutely assigns to the CITY OF IQALUIT the copyright in the property for the whole of the term of the copyright. The Consultant shall not be responsible for any loss or damage suffered by the City of Iqaluit or any third parties resulting from any unauthorized use or modification of the property, errors in transmission of the property, changes to the Property by others, the consequences of design defects due to the design of others, or defects in contract documents prepared by others, and the City of Iqaluit agrees to defend, indemnify, and hold the Consultant harmless from and against all claims, demands, losses, damages, liability and costs associated therewith. Subject to the foregoing, the Property may be relied by the City of Iqaluit for design and construction work undertaken by other parties with respect to the Services provided that such parties verify the accuracy and completeness of the Property to their satisfaction.
- 5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 5.9 This contract may be extended by the written consent of the parties.
- 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.



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6. CONSULTANT RESPONSIBILITIES

- 6.1 The Consultant shall indemnify and hold harmless, the CITY OF IQALUIT, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the negligent acts, errors, or omissions of the Consultant under this contract.
- 6.2 The Consultant shall be liable to the CITY OF IQALUIT for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Consultant for use in connection with the contract if such loss or damage is attributable to the negligence or deliberate acts of the Consultant or its employees or agents.
- 6.3 If, in the opinion of the CITY OF IQALUIT acting reasonably, the Consultant is in default in respect of any obligation of the Consultant hereunder, the CITY OF IQALUIT may rectify such default and pursue a claim against the Consultant for any direct costs associated with any such remediation, including a reasonable allowance for the use of the CITY OF IQALUIT's own employees or equipment.
- 6.4 The Consultant may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the CITY OF IQALUIT. In the case of a proposed assignment of monies owing to the Contractor under this contract, the consent in writing of the CITY OF IQALUIT must be obtained.
- 6.5 The Consultant shall keep proper accounts and records of the services for a period of 3 years after the expiry or termination of this agreement. At any time during the term of this contract or during the three years following the completion or termination of this agreement, the Consultant shall produce copies of such accounts and records upon the written request of the CITY OF IQALUIT.
- 6.6 The Consultant shall notify the CITY OF IQALUIT immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the services under this contract.
- 6.7 If at any time the Consultant considers their estimates indicate costs will exceed the project budget, they will immediately advise the City of Iqaluit. If in the opinion of the City of Iqaluit, acting reasonably, the excess is due to design, costs factors or matters under the control or reasonably foreseeable by the Consultant, the CITY OF IQALUIT may require the Consultant to do everything by way of revision of the design to bring the cost estimate within the project budget. Costs of completing such revisions shall be based upon a level of compensation reasonably appropriate to the circumstances, including the reason for the revisions.
- 6.8 Except as required in the performance of services set out in this agreement, the Consultant must maintain as confidential all data and information made available to the Consultant, the CITY OF 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



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- 7.1 The CITY OF IQALUIT may terminate this contract at any time upon giving written notice to this effect to the Consultant if, in the opinion of the CITY OF IQALUIT, the Consultant is unable to deliver the service as required, the Consultant's performance of work is persistently faulty, in the event that the Consultant becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labor dispute delays or threatens to delay timely performance of the contract or the (Consultant Contractor) defaults or fails to observe the terms and conditions of the contract in any material respect.
- 7.2 This contract shall terminate as of the day for termination set out in the written notice and the Consultant shall forthwith invoice the CITY OF IQALUIT for work performed to the date of termination.
- 7.3 Any invoice submitted by the Consultant pursuant to clause 7.2 shall be reviewed by the CITY OF IQALUIT to assess the amount which is properly due and owing for work done by the Contractor prior to termination.

8. FINANCIAL

- 8.1 The CITY OF IQALUIT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Consultant without penalty, expense or liability, if in the opinion of the Contracting Authority, the Consultant has failed to comply with or has in any way breached an obligation of the consultant. Any such hold back shall continue until the breach has been rectified to the satisfaction of the CITY OF IQALUIT.
- 8.2 The CITY OF IQALUIT may set off any payment due the Consultant against any monies owed by the Consultant to the CITY OF IQALUIT.
- 8.3 The City of Iqaluit will pay the Goods and Services Tax (GST).
- 8.4 Provided all terms and conditions on the part of the Consultant have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later. Invoices from Nunavut Consultants (as defined by the CITY OF IQALUIT NNI Policy) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the services, whichever is later.
- 8.5 The CITY OF IQALUIT may, in order to discharge lawful obligations or to satisfy lawful claims against the Consultant or a Subconsultant arising out of the execution of work, pay any amount, which is due and payable to the Consultant under the contract, if any, directly to the obligee of and the claimants against the Consultant or Subconsultant.

9. INSURANCE AND LIABILITY

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



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cause of action, and will extend to and include Consultant's directors, officers, employees, insurers, agents and sub-consultants.

- 9.2 In no event will either party be liable to the other party for indirect or consequential damages including without limitation loss of use or production, loss of profits or business interruption.
- 9.3 The Consultant shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:
- a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Consultant or any sub-consultant, or due to unsafe working conditions, then such levy or assessment shall be paid by the Consultant at its sole cost and is not reimbursed by the CITY OF IQALUIT.
  - b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Consultant's employees engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (d) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
  - c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Consultant and used by the Consultant in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
  - d) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:
    - Products & Completed Operations Liability \*
    - Consultant's Protective Liability
    - Blanket Contractual Liability
    - Broad Form Property Damage
    - Personal Injury Liability
    - Cross Liability
    - Medical Payments
    - Non-owned Automobile Liability \*
    - Contingent Employers Liability \*
    - Employees as Additional Insureds \*

*\*WHERE APPLICABLE*





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- e) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.

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

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

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

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

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

FOR THE CITY OF IQALUIT:

FOR THE CONSULTANT:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**END OF APPENDIX E**



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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 \_\_\_\_\_ 2022.

---

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**

**END OF RFP**