



**REQUEST FOR PROPOSAL
FOR THE PROVISION OF OWNER'S ENGINEER FOR**

DESIGN THE EXTENSION OF AV 270

PROPOSAL CALL: June 21, 2023

PROPOSALS DUE: July 20, 2023 @ 3:00pm EST (Iqaluit)

2023-RFP-056

TABLE OF CONTENTS

1.	PROJECT OVERVIEW	4
1.1	Background	4
1.2	Definitions	4
1.3	Project Scope	6
2.	INSTRUCTIONS TO PROPONENTS	8
2.1	Submission.....	8
2.2	Inquiries.....	8
2.3	Addenda.....	9
2.4	Proponent Requirements.....	9
2.5	Opening of the Proposals	9
2.6	Not used.....	9
2.7	Validity of Offer.....	9
2.8	Intended RFP Process Schedule.....	9
3.	PROPOSAL REQUIREMENTS.....	10
3.1	Technical Submission Requirements.....	10
3.2	Financial Submission Requirements.....	13
4.	EVALUATION	14
4.1	Evaluation Committee	14
4.2	Evaluation Stages	14
4.3	Mandatory Requirements	16
4.4	Rejection of Unacceptable Proposals	16
4.5	Evaluation Criteria	17
5.	TERMS AND GENERAL CONDITIONS.....	17
5.1	Terms and Conditions	17
5.2	No Collusion	19
5.3	Conflict of Interest	19
5.4	Accuracy of Information.....	19
5.5	Confidentiality.....	19
5.6	Working Language	20
5.7	Terms of Payment	20
5.8	Cash Flow Expenditure Forecast.....	20
5.9	WSIB/ WSCC Certificate	21



REQUEST FOR PROPOSAL
Repalcemet of AV 270
2023-RFP-056



5.10	Health and Safety	21
5.11	Project Status Reporting.....	21
5.12	Consultant Performance Evaluation Reporting	21
6.	CONSULTANT SCOPE OF WORK	21
6.1	Phase I: Project Definition and Concept Design	22
6.2	Phase II: Preliminary Design Report (30% Submission) .. Error! Bookmark not defined.	
6.3	Phase III: Design Development (50% Submission).....	23
6.4	Phase IV - Final Design (90 % and 100 % Submission Milestones).....	23
6.8	Phase V – Closeout Phase.....	24
7.	SCHEDULE.....	24
7.1	Timelines	24
7.2	Submission Requirements.....	24
	APPENDIX A – COST SUBMISSION FORM	25
	APPENDIX B – SUB-CONSULTANT LIST	27
	APPENDIX C – CITY OF IQALUIT SERVICES AGREEMENT	28
	APPENDIX D – SIGNING SHEET	35

1. PROJECT OVERVIEW

The City is seeking to retain a Design Consultant to design the replacement of existing AV 270, design new AV 272 and analyse as well as recommend upgrades to the water mains from AV 271 and AV 213A.

The Consultant's team will be retained to provide consultant services to execute permit(s) and license(s), and provide Project Definition, Preliminary Engineering, Detail Design, Prepare Cost Estimation and Tender Documents.

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

1.1 Background

1.1.1 Location

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

1.1.2 Geology and Terrain

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

1.1.3 Climate

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

1.2 Definitions

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

<i>City/ Client/ Owner</i>	means the Municipal Corporation of the City; means the entity as defined in the Supplementary Conditions, which may be the same entity as the City as defined herein.
<i>City Representative</i>	means the individual, assigned to the Project, who will be representing the City.
<i>City Website</i>	means www.iqaluit.ca .

<i>Class A Estimate</i>	means an estimate that is accurate to +/- 10% that is used to establish cost for the construction of the Project and is based on 100% 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 90% design development.
<i>Class C Estimate</i>	means an estimate that is accurate within +/- 20% and is based on a 50% 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 Section 2.8 of this RFP.
<i>Contractor</i>	means the entity who will be providing construction services to perform the work.
<i>Construction Contract</i>	means the executed agreement between the City and the Contractor for the work.
<i>Evaluation Committee</i>	means a committee appointed by the City in order to evaluate all submitted proposals in order to determine a preferred proponent.
<i>Preferred Proponent</i>	means the company or firm that has been selected by the City's Evaluation Committee and who will initially discuss the contract arrangements based upon acceptance of the proponent's proposal.
<i>Consultant</i>	means the Consultant who will provide the technical and professional services defined in the Request for Proposal.
<i>Professional Services</i>	means the technical and professional services to be provided by the Consultant for this contract.
<i>Project</i>	means the AV270 Extension
<i>Project Manager</i>	means the Project Manager assigned to the Project by the City.
<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>This contract</i>	means the Consultant contract for which this Request for Proposal is issued.
<i>User group</i>	means the City or the users of the facility for which the City is responsible.

1.3 Project Scope

1. Design the replacement of AV 270.

Replacement of AV 270 should be designed to:

- Accommodate the connections for a new hydrant;
- Accommodate the current piping and accessories and service connections, including The Governor Building (Building 1093);
- Accommodate the planned/existing connections for the proposed 4-storey mixed-use building (DP 23-014) on Lots 505 and 506, Plan 914 which proposes 300 m² of commercial office space and 27 dwelling units (11 3-BD units + 4 2-BD units + 12 1-BD units);
- Accommodate the potential redevelopment of the site that consists of Buildings 1101, 1102, 1103 & 1105 Ikaluktuutiak Drive with an assumed project of 750 m² of commercial floor space and 70 dwelling units;
- Accommodate the connection to new AV 272.

2. Design new AV 272 at the intersection of Iglulik Drive and Al Woodhouse Street.

New AV 272 should be designed to:

- Accommodate the connections for a new hydrant;
- Accommodate the planned connections for the proposed NASP Accommodations Unit (DP 22-007) on Lot 512, Plan 914 that proposes fourteen (14) 1-bedroom units;
- Accommodate connection to AV 270;
- Accommodate future connections.

3. Capacity Analysis

- Validate the water network capacity and watermain sizing of the segment from AV 213 to AV 300A.
- Propose/design upgrading of the watermain for the segment between AV 271 and AV 213A, if required to accommodate the new developments' water demands.

4. Cost Estimates

Prepare a cost estimation for the replacement of AV 270, the new AV 272, and the upgrading/up sizing of the water network design.

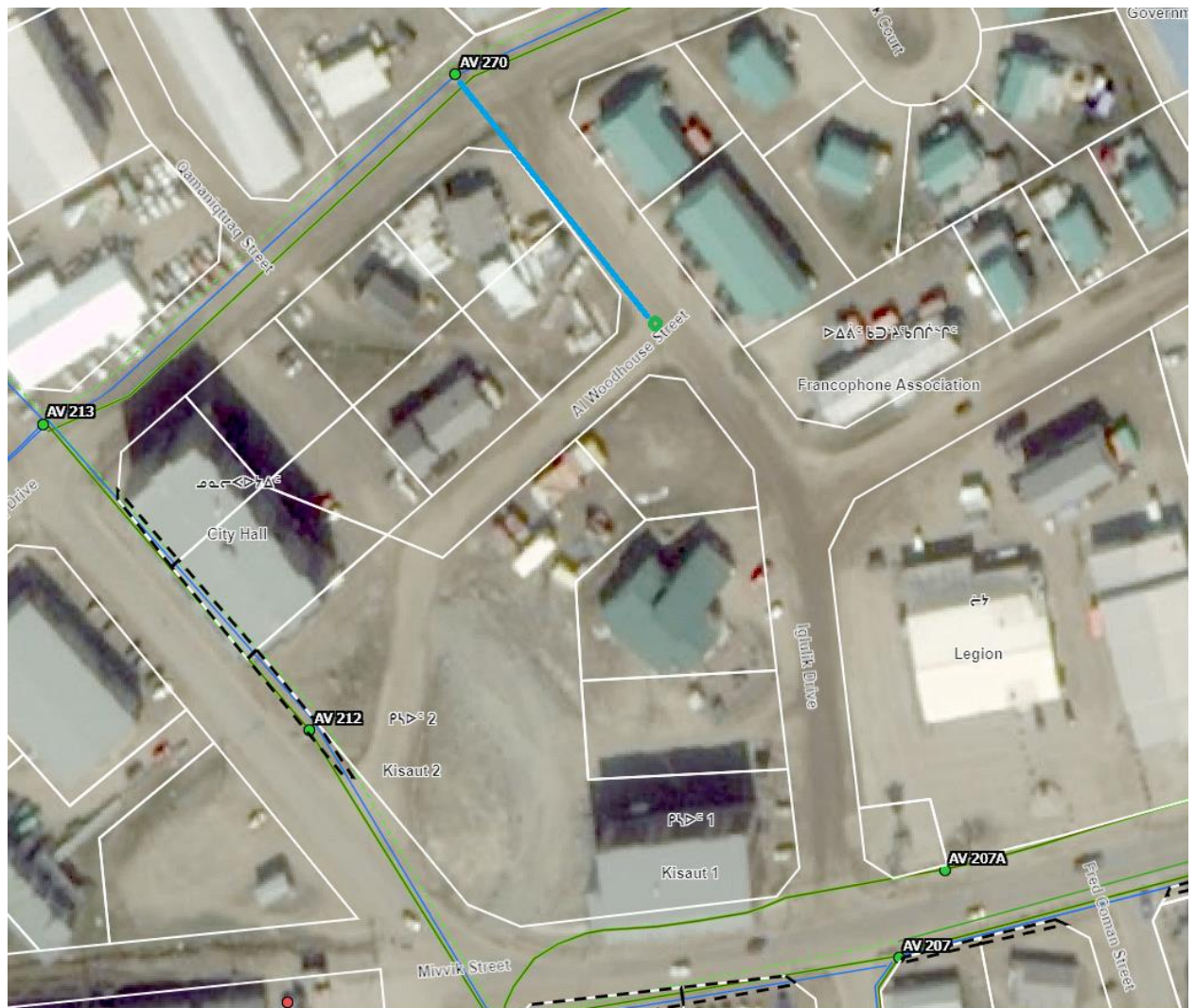


Figure 1: Location details

2. INSTRUCTIONS TO PROPONENTS

2.1 Submission

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

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

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

Technical Submission: *“TECHNICAL PROPOSAL – AV 270 Extension – Proponent Name”*

Financial Submission: *“FINANCIAL PROPOSAL – AV 270 Extension – 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:

Tamilore Adeleke
Acting Director of Engineering and Capital Planning
t.adeleke@iqaluit.ca

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 local Iqaluit time specified in Section 2.8 of this RFP.

2.3 Addenda

If it is determined that an amendment is required to this RFP, a written addendum will be posted via Merx and the City's website. It is the Proponents responsibility to check Merx and the City's website to confirm whether an addendum has been posted. The only way this RFP may be added to or amended in any way is by a formal written addendum. No other communication whether written or oral from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent.

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

2.4 Proponent Requirements

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

2.5 Opening of the Proposals

There will be no public opening of the Proposals.

2.6 Not used.

Nil.

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 A – RFP Process Schedule

Milestone	Date
Issue RFP	June 21, 2023
Last Day for Proponent Questions	July 10, 2023 @ 3:00:00pm Local Iqaluit Time
RFP Closes – Submission Deadline	July 20, 2023 @ 3:00:00pm Local Iqaluit Time

Evaluation	July 24 – July 27, 2023
Approvals	July 31 – August 7, 2023
Contract Creation/ Circulation for Signatures	August 9 – 11, 2023
Contract Award	August 14, 2023
Project Kick-Off Meeting	August 18, 2023

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. 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 (5 points)

Provide a written statement demonstrating the Proponent's understanding of:

- Problem definition
- Scope of Work of the overall Project
- Goals and objectives of this assignment
- Functional design requirements
- Permitting schedule and critical milestones
- Challenges, risks, and potential solutions

3.1.2 Section B – Reference Projects (15 points)

Provide information for Projects completed in the last 5 years that are relevant to this project. Provide three (3) reference projects. **Maximum two (2) pages per reference project.**

The projects listed should illustrate experience in the following areas:

1. Design of AVs in a similar context.
2. Hydraulics design of watermain.

The Proponent should describe their roles and responsibilities whether the project were joint ventures along with the names of the other parties of the joint venture, and a brief description of the project/ assignment, 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. Proponent shall indicate if any of the proposed team members worked on the three (3) reference projects.

Proponent should identify 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.

The project example provided under this evaluation section shall also include the following key pieces of data:

- Project name, location, and client contact details (as requested above).
- Initial proposal design fee and actual final design fee.
- Initial overall tendered cost for construction and actual cost for construction at project completion (both inclusive of design costs only if delivered through design-build or alternate procurement methods).
- Services provided on the project and proponents role (e.g., Prime / sub / peer review / geotechnical investigations / survey / hydrogeology).
- Project commencement date, design completion date, and project construction completion date.
- Current status of the project and if the original client objectives were fulfilled.
- Any relevant and unique methods employed, issues encountered, and risks addressed, and how the proponent developed unique solutions to address challenges.
- Team members directly involved in the project.

3.1.3 Section C – Methodology & 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. Ensure you are clear on how you will meet the requirements. Focus your response on the following areas (12 points). **Maximum five (5) pages for Section C (Methodology & Work Plan) including schedule and work plan:**

- Proposed systems, procedures & tools used to effectively manage the delivery process.
- Management of cost, schedule, change, risk, and procedures for constructability reviews
- Schedule with major milestones indicated.

- Work plan with breakdown of tasks and staff level of effort (hours). Do not include staff rates or fees.

In addition to your approach, methodology and work plan; proponent to provide clear answers to the following:

1. Explain how your Project Execution Plan and reporting system will guide your delivery process and aid in the risk management process. **(4 points)**
2. Provide a detailed description of how you will ramp up staff resources during the project in order to meet the project schedule milestones and permitting requirements. **(3 points)**
3. What is your approach to design management and the integration of various disciplines and sub-consultants **(3 points)**
4. Describe your approach to cost control and value engineering exercises **(3 points)**

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 including:

1. Year founded as current corporate entity.
2. Permanent office address; and
3. List a maximum of 5 reference Projects (do not provide Project details as these should be listed in Section B. **(2 points)**)
4. Provide a description of your firm's capacity to support the program with supporting tables indicating your overall bench strength and back-up company resources which could fit positions denoted in Section E below. List current and future commitments and proponents' ability to complete project tasks in a timely manner. **(3 points)**

3.1.5 Section E – Qualifications and Experience (20 points)

Provide an organizational chart describing the Proponent's Project Team for the assignment. Provide detailed description of each team member responsibilities and propose key positions such as:

Project Manager (10 points)

This position is designed for an experienced program manager with the ability to perform in a management capacity, excellent written and oral communications skills, and a thorough knowledge of industry practices and regulations are also required. This person will be the single point of contact for the City. In addition, must be knowledgeable of current technology and how it can be effectively utilized on the project. Provides direction and management for every phase of significant projects or programs to assure on-schedule completion within or below budget and in accordance with contractual obligations.

Minimum requirements include:

- Bachelor's Degree in Engineering from an accredited university.

- 5 years verifiable experience in engineering.
- Prior experience in contracts management and risk management of projects valued at \$10 million and above.
- Prior experience working with municipal, provincial, and federal government agencies.
- Knowledge of government laws / regulations and permitting processes with regulatory bodies and coordination with external stakeholders
- Registered as a Professional Engineer in a Canadian jurisdiction.

Following key positions require bachelor's degree in engineering, professional engineer designation in Canada (with eligibility to become a member of Nunavut Associate of Professional Engineers and Geoscientists) and a minimum 5 years related and verifiable experience:

- Hydraulics Engineer (10 points)

Proponent to include all Sub-Consultant's (if applicable) along with their position within the Project Team. Provide a summary of key Project Team personnel, and include the information below:

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

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.

3.1.7 Section H – Mandatory Submission Requirements (pass/fail)

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

3.2 **Financial Submission Requirements**

3.2.1 Consultant's Professional Fees (30 points)

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

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

The fee table must also include a breakdown on expenses/ disbursements, based on the requirements described in the Terms of Reference. The Proponent must use per diem rates established by the National Joint Council for the Territory of Nunavut. The Proponent will be responsible for transportation requirements and must include this in their fee proposal for expenses/ disbursements.

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.

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

Additional fees for annual inflation will not be entertained. Proponent to ensure annual staff rates presented ion Appendix A cover any escalation and inflation costs.

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% (59.5/85 points) on the Technical Evaluation, in order to qualify for review of the Financial Submission.

Technical scores will be computed based on each category weighting multiplied by a rating value as follows:

Rating Key:

1 = Does Not Meet Basic Criteria

2 = Partially Meets Basic Criteria

3 = Meets Basic Criteria

4 = Exceeds Basic Criteria

5 = Significantly Exceeds Basic Criteria

An evaluation with rating values of 2 or less may be subject to disqualification at the City's discretion.

The City may request to interview any of the technically qualified firms if further clarifications are required.

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 15 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:

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

Note: The costs are initially assessed to determine if they represent a viable level of funding for the workload. Those that are deemed unviable may be rejected. For example, if in the City's experience, the costs represent a level of staffing that is known to be too low to accomplish the work, the proposal may be rejected on that basis. Conversely, if in the City's experience, the costs represent a level of staffing that far exceeds the workload, then the proposal may be rejected.

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. Proponent's latest valid WSCC/ WSIB Certificate of Clearance – to be submitted within 30 days of award.
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 B below as a guideline.

Table B – RFP Evaluation Criteria

EVALUATION CRITERIA	WEIGHTING
Technical Submission	
Section A – Understanding of the Project	5 points
Section B – Reference Projects	15 points
Section C – Methodology & Work Plan	25 points
Section D – Corporate Qualifications and Experience	5 points
Section E – Qualifications and Experience	20 points
Technical Score Sub-Total:	70 points
Financial Submission	
Consultant Fees – Cost Submission Form	30 points
Financial Score Sub-Total:	30 points
Total RFP Evaluation Score:	100 points

5. TERMS AND GENERAL CONDITIONS

5.1 Terms and Conditions

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

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

- 5.1.17 Proponents shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.
- 5.1.18 Proponents and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this Request for Proposal, other than the City Representative named in section 2.2, 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 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).
6. Consultant will be required to provide breakdown on lump sum items against key deliverables.

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 15th of every month, for previous months work (e.g., invoice must be submitted by February 15th for work completed up to January 31st).

No payment will be made for the cost of work incurred to remedy errors or omissions for which the contractor is responsible. No additional invoicing will be accepted 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, and status of key deliverables. An update cash flow expenditure forecast is to be submitted with every monthly invoice including earned value reporting metrics and graph. Submit an initial cash flow expenditure forecast within ten (10) business days of contract award.

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 10 calendar days of execution of the contract for any field services or site investigations to be completed as part of this scope of work. The successful Proponent shall comply at all times with the City's health and safety requirements while working in Iqaluit.

5.11 Project Status Reporting

The Consultant will be required to provide monthly status reports, which must communicate the following: assignment status, work completed to date, work remaining, balances outstanding, schedule progress (baseline and approved changes), and financial status (original contract value, current contract value, % complete vs. % spent). The Consultant shall also include key high-level risks and issues (including potential mitigations) that have the potential to affect the Consultant's scope of work or the Project's overall objectives. The Project Status Report is to be submitted to the City's Project Manager.

5.12 Consultant Performance Evaluation Reporting

As part of The City's commitment to a continuous improvement process the successful Proponent's services will be evaluated on an annual basis and at project completion to ensure level of service is satisfactory and in line with Contractual commitments. The completed evaluation will be issued to the Consultant and a meeting will be arranged with the City to discuss any corrective actions required.

6. CONSULTANT SCOPE OF WORK

The full scope of work is to be reviewed and revised after field investigations are completed and during the design development process.

The overall design process for this project will generally proceed through the following Phases:

- Phase I – Project Definition and Concept Design
- Phase II – Preliminary Design Report (50%)
- Phase IV – Final Design (100%)
- Phase VI – Closeout

6.1 Phase I: Project Definition and Concept Design

This task will include:

1. Attend project kickoff meeting.
2. Review of background documents including previously completed studies and concepts.
3. In the absence of pertinent information, perform the following investigations. This will be decided during the project kick off meeting.
 - a. Topographic Survey
 - b. Geotechnical Investigation
4. Define more fully the City's project requirements and develop Project Scoping and Work Breakdown Structure, Master Schedule, and Construction Budget.
5. Project Plan
Develop and submit for review and approval a Project Plan which will outline the Consultant's responsibilities and task deadlines and include the agreed scoping, budget, and project requirements details. The plan will incorporate key program design elements such as:
 - Project Description and Objectives
 - List of Deliverables
 - Project Tasks and Schedule
 - Design Management
 - Change Management
 - Risk Management

The Plan will be issued to the City shortly after project inception and will be followed as a guide during all subsequent project activities. On a regular basis, the Plan itself is reviewed and updated to remain current with any changes in project scope, schedule, staffing or administrative procedures.

6. Concept Design Report
Prepare a concept design narrative which includes a description of all major systems, components, and methods to achieve the design intent. Include a Basis of Design (BOD) document which records the general business expectations, performance criteria and special requirements as they relate to the space, site, and technical design elements. The BOD shall include as a minimum:
 - Systems design service life
 - Codes and Standards
 - Engineering design criteria
 - Performance criteria linked to the City's project requirements

Include conceptual level design layouts and schematics, general arrangement drawings, and cross sections to define the project base solution.

7. Chair and minute bi-weekly meetings with the Project Team for the duration of this phase of the design. Consultant Project Manager to attend as a minimum. Allow for one (1) virtual Phase Deliverable(s) Presentation / Review Meeting for this phase of the project with design leads as necessary. Complete updates to design documentation following receipt of stakeholder comments.

Deliverables:

1. Project Execution Plan
2. Topographic survey (if decided as a requirement during the project kick off meeting)
3. Geotechnical investigation (if decided as a requirement during the project kick off meeting)
4. Concept Design Report, Concept Drawings, Basis of Design
5. Meeting Minutes

6.2 Phase II: Design Development (50% Submission)

This task will include:

1. Prepare Preliminary 50% Drawings.
2. Chair and minute bi-weekly meetings with the Project Team for the duration of this phase of the design. Consultant Project Manager to attend as a minimum. Allow for one (1) virtual Phase Deliverable(s) Presentation / Review Meeting for this phase of the project with design leads as necessary. Complete updates to design documentation following receipt of stakeholder comments.

Deliverables:

1. 50% Preliminary Design Drawings and Specifications
2. Class B Cost Estimate
3. Meeting Minutes

6.3 Phase III - Final Design (100 % Submission Milestones)

This task will include:

1. Following the 50% design submission, the City will conduct an constructability review. Comments arising from this review are to be captured and addressed as part of the 100% submission.
2. Prepare 100% Drawings and Specifications.
3. Finalize related plans and reports.
4. Chair and minute bi-weekly meetings with the Project Team for the duration of this phase of the design.

6.4 Phase IV – Closeout Phase

1. Provide final drawings showing all new and existing infrastructure identified during the works, within the project limits. Consultant to allow for the preparation of five (5) hardcopy drawing set and a digital copy (pdf and native electronic file e.g., dwg CAD files).
2. Prepare City standard project closeout forms / checklist to ensure that the project can be financially closed through the City accounts department.

7. SCHEDULE

7.1 Timelines

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

Table C – Project Schedule

Milestone	Date
Project Kick-Off Meeting	August 18, 2023
Phase I: Project Definition and Concept Design	August 28, 2023
Phase II: Preliminary Design (50% Submission)	October 12, 2023
Phase III: Final Design (100% Submission)	November 30, 2023
Closeout	December 15, 2023

7.2 Submission Requirements

Proponent to prepare project schedule in the form of a Gantt chart. 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.

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. Proponent to include a fee breakdown per year for consulting fees and disbursements.

Table A1 Fee Table

Item	Description	Unit	Total
1.0	Phase I: Project Definition		
1.1	Project Execution Plan	LS	\$
1.2	Concept Design Report	LS	\$
1.3	Technical Memorandum (assume 10)	LS	\$
1.4	Provisional Disbursements (Geotechnical Investigation and Topo survey)	LS	\$
2.0	Phase II: Preliminary Design (50% Submission)		
2.1	Designs, Reports, Plans and Other required Submissions	LS	\$
3.0	Phase III: Final Design (100% Submission)		
3.1	Designs, Reports, Plans and Other required Submissions	LS	\$
3.2	Allowance for two (2) additional tender packages	LS	\$
4.0	Phase IV– Closeout Phase		
4.1	Closeout	LS	\$
COST SUBMISSION SUMMARY			
A	Sub-total (Pre-Contingency)		\$

B	Contingency (5% of Sub-total (<i>Item A</i>) Above)	\$
C	Sub-Total (Including Contingency – Item A + Item B):	\$
	GST (5%):	\$
	TOTAL:	\$

Note: Estimated costs for disbursements (travel, accommodation, per diems) will be reimbursed based on actual cost with no allowance for mark-up.

Use and allocation of contingency included in the Cost Submission Form above (Item B) shall be at the sole written discretion of the City of Iqaluit.

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.)
Project Manager		
Hydraulics Engineer		

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

END OF APPENDIX A

APPENDIX B – SUB-CONSULTANT LIST

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

Table D1 List of subconsultants

Consultant Name	Project Office Address	Discipline

END OF APPENDIX B



APPENDIX C – 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: 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:



REQUEST FOR PROPOSAL
Repalcemet of AV 270
2023-RFP-056



i) If, to the CITY OF IQALUIT:

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

Reference:

ii) If to the Consultant at:

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

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

4. COMPLETE AGREEMENT

- 4.1 This Contract and its attachments constitute the complete Contract between the parties. Except as provided herein, it supersedes and shall take effect in substitution for all previous agreements. It is subject to change only by an instrument executed in writing by the City.
- 4.2 If this Contract arises from a request for proposals or tender call, the provisions of the request for proposals or tender call and the Consultant's bid or proposal submission are incorporated into this Contract and may be used to clarify, explain, or supplement this Contract, but shall not be used to contradict any express terms of this Contract.
- 4.3 In the event of a conflict between this Contract, the Consultant's bid or proposal submission, and the City's original tender bid instructions or Request for Proposals, the more recently prepared document shall govern to the extent of such inconsistency.

5. GENERAL TERMS

- 5.1 Any information obtained from or concerning any department of the CITY OF IQALUIT or clients of any department of the CITY OF IQALUIT, by the contractor, its agents, or employees in the performance of any contract shall be confidential. The Consultant shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the CITY OF IQALUIT and in the possession of or under the control of the Consultant. This clause survives the termination of this contract.
- 5.2 Time shall in every respect be of the essence. The Consultant shall deliver the services specified in the contract and according to the project schedule on costs. The CITY OF IQALUIT may grant

reasonable extensions to the Consultant for delays, if the Consultant can show those delays were caused by circumstances beyond the control of the Consultant.

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

6. CONSULTANT RESPONSIBILITIES

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

7. TERMINATION

- 7.1 The CITY OF IQALUIT may terminate this contract at any time upon giving written notice to this effect to the Consultant if, in the opinion of the CITY OF IQALUIT, the Consultant is unable to deliver the

service as required, the Consultant's performance of work is persistently faulty, in the event that the Consultant becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labor dispute delays or threatens to delay timely performance of the contract or the (Consultant Contractor) defaults or fails to observe the terms and conditions of the contract in any material respect.

- 7.2 This contract shall terminate as of the day for termination set out in the written notice and the Consultant shall forthwith invoice the CITY OF IQALUIT for work performed to the date of termination.
- 7.3 Any invoice submitted by the Consultant pursuant to clause 7.2 shall be reviewed by the CITY OF IQALUIT to assess the amount which is properly due and owing for work done by the Contractor prior to termination.

8. FINANCIAL

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

9. INSURANCE AND LIABILITY

- 9.1 The Consultant's liability to the City of Iqaluit for claims arising out of this Agreement, or in any way relating to the Services, will be limited to direct damages and to the re-performance, without additional compensation, of any Services not meeting a normal professional standard of care and such liability will, in the aggregate, not exceed the amount of \$1,000,000.00. The limitations of liability will apply, to the extent permitted by law, whether Consultant's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and will extend to and include Consultant's directors, officers, employees, insurers, agents, and sub-consultants.
- 9.2 In no event will either party be liable to the other party for indirect or consequential damages including without limitation loss of use or production, loss of profits or business interruption.

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

- a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Consultant or any sub-consultant, or due to unsafe working conditions, then such levy or assessment shall be paid by the Consultant at its sole cost and is not reimbursed by the CITY OF IQALUIT.
- b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Consultant's employees engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (d) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
- c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Consultant and used by the Consultant in the performance of this agreement in an amount not less than five million dollars (\$5,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than five million dollars (\$5,000,000.00) for vehicle hazards and not less than five million dollars (\$5,000,000.00) 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 ten million dollars (\$10,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:
 - Products & Completed Operations Liability *
 - Consultant's Protective Liability
 - Blanket Contractual Liability
 - Broad Form Property Damage
 - Personal Injury Liability
 - Cross Liability
 - Medical Payments
 - Non-owned Automobile Liability *
 - Contingent Employers Liability *
 - Employees as Additional Insureds *

**WHERE APPLICABLE*

- e) Professional Liability Insurance with limits of not less than five million dollars (\$5,000,000.00) per claim and ten million dollars (\$10,000,000.00) 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.
- f) Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the Work), shall have limits of not less than



REQUEST FOR PROPOSAL
Repalcemet of AV 270
2023-RFP-056



\$5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation.

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 C



REQUEST FOR PROPOSAL
Repalcemet of AV 270
2023-RFP-056



APPENDIX D – 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 _____ 2023.

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 D