



**REQUEST FOR PROPOSAL  
FOR THE PROVISION OF CONSULTANT SERVICES FOR  
FLOOR REPAIRS - ARCTIC WINTER GAMES ARENA**

**PROPOSAL CALL: October 29, 2021**

**PROPOSALS DUE: November 19, 2021 at 3:00pm EDT (local time)**

**2021-RFP-020**



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## 1. PROJECT OVERVIEW

The City of Iqaluit (the City) is seeking professional engineering services for the Arctic Winter Games Arena – Floor Repairs project.

The Arctic Winter Games Arena (AWGA) is a year-round sports center, operating as an ice arena in the winter and an indoor sport field throughout the summer. The building consists of an office and administration area, a large public foyer, a recreation room (Youth Centre), various change locker rooms, mechanical spaces and a single ice pad.

The Consultant will be retained to provide professional engineering services to execute site investigations and detailed engineering design for repairs to the floor at the AWGA – otherwise known as the Project. Subject to future funding, the Consultant will also be retained for optional contract administration, site inspection and engineering support services during construction.

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 landowners 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>COVID-19 Mitigation</i>	means all guidelines and regulations published by Province of Nunavut and the Canadian Government in relation to COVID-19, Standardized Protocols for All Canadian Sites, Version 4, April 16, 2020 regarding measures to mitigate COVID-19.
<i>COVID-19 Mitigation</i>	means measures required to be in compliance with the CMM Guidelines.

<i>COVID-19 Change</i>	means any change in the work caused by or attributable to changes in CMM or changes made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction that pertain to the control of COVID-19 that come into force after the time of Bid Closing.
<i>Closing Time</i>	means the time set out in paragraph 4.1.
<i>Contractor</i>	means the entity who will be performing 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 Floor Repairs – Arctic Winter Games Arena
<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.

*Supplementary Conditions* means the Supplementary Conditions forming APPENDIX A.

*This contract* means the Consultant contract for which this Request for Proposal is issued.

*User group* means the City or the users of the facility for which the City is responsible.

### 1.3 Project Scope

The City of Iqaluit retained Concentric to perform a structural review of the Arctic Winter Games Arena (AWGA) in September 2021. The report from Concentric has revealed deteriorated floor framing in Restroom 132 and shared showers #1 and #2 between Change Room 121 and 122 and Change Room 134 and 135. Figure 1 provides an indication of required remediation.

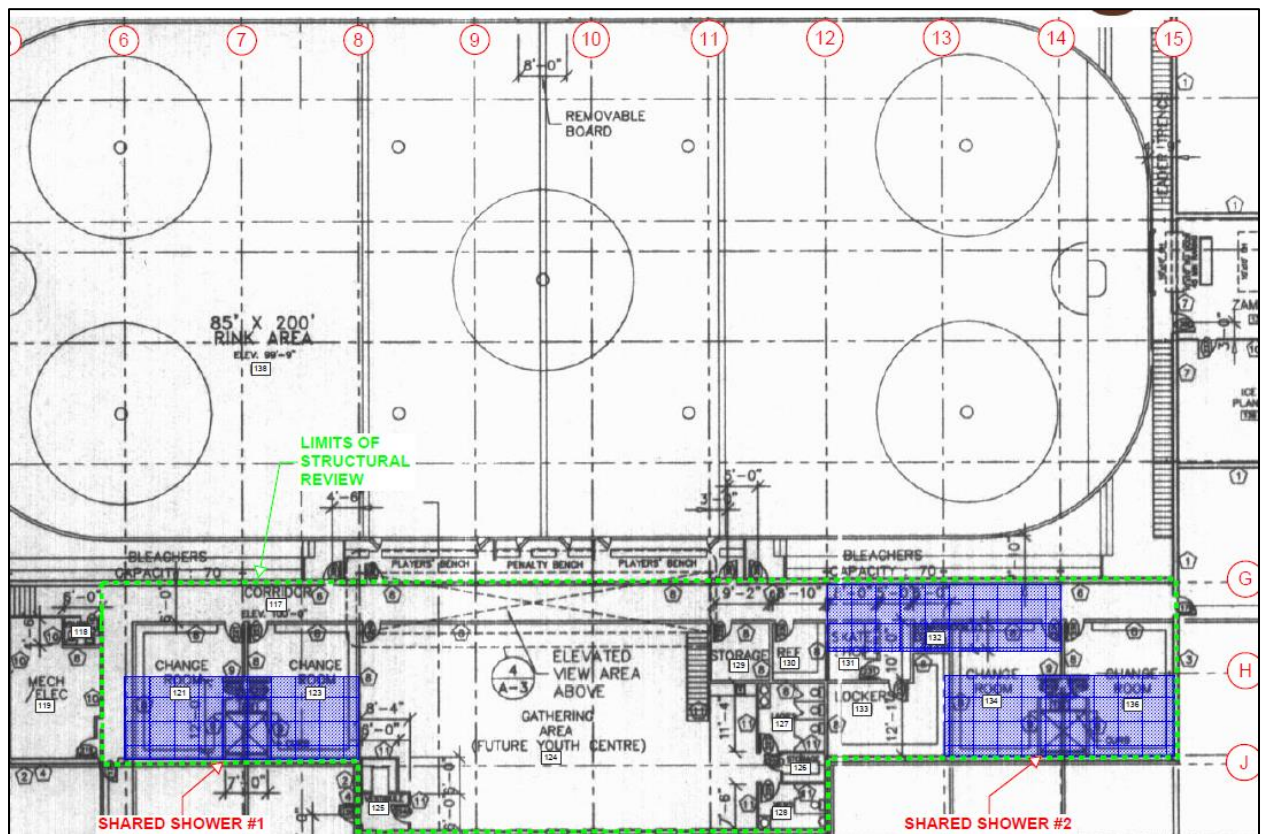


Figure 1 – AWGA Floor Repairs – Partial Floor Plan

Work for this assignment shall be separated into two distinct phases as described below.



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**Phase 1** – In the first phase of this assignment, the City will retain a Consultant identified through this RFP, to complete site investigations, execute engineering design and document the proposed repair of the damaged floor framing in Restroom 132 and shared showers #1 and #2 between Change Room 121 and 122 and Change Room 134 and 135 as per the recommendations provided in Concentric’s Structural Review Report dated September 9, 2021 (Phase 2: Longer-term operational plan). The Consultant is also to perform investigation of room 118 to verify condition and potential inclusion in the repair package. The completion of this phase shall coincide with the submission of tender ready design documentation.

**Phase 2 (Optional)** – Subject to the City’s sole discretion and available funding, in the second phase of this assignment the preferred Consultant shall be required to provide Tendering Assistance, Contract Administration, Inspection and Engineering Support services during construction for the overall project. The completion of this phase of work shall coincide with overall project completion activities.

The first phase of this assignment is expected to begin in December 2021 with anticipated completion of tender ready documents by March 2022. Phase 2 construction works are anticipated to be completed in September 2022.

## 2. INSTRUCTIONS TO PROPONENTS

### 2.1 Submission

Proponents must submit electronic (PDF) copies of their Proposal through Merx’s Electronic Bid Submission system on **3:00PM EDT on November 19, 2021**, addressed to:

Alison Drummond  
Senior Director of Corporate Services  
City of Iqaluit  
[A.Drummond@iqaluit.ca](mailto:A.Drummond@iqaluit.ca)

Submissions should be clearly marked in the subject line with "**Floor Repairs – Arctic Winter Games Arena**" and the Proponent name.

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 – Floor Repairs – Arctic Winter Games Arena – Proponent Name”*

Financial Submission: *“FINANCIAL PROPOSAL – Floor Repairs – Arctic Winter Games Arena – Proponent Name”*

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





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## 2.2 Inquiries

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

Alison Drummond  
Senior Director of Corporate Services  
City of Iqaluit  
[A.Drummond@iqaluit.ca](mailto:A.Drummond@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 **November 12, 2021**.

## 2.3 Addenda

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

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

## 2.4 Proponent Requirements

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

## 2.5 Opening of the Proposals

There will be no public opening of the Proposals.

## 2.7 Validity of Offer

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

## 2.8 Intended RFP Process Schedule

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

*Table 1 – RFP Process Schedule*

Milestone	Date
Issue RFP	October 29, 2021
Last Day for Proponent Questions	November 12, 2021
RFP Closes – Submission Deadline	November 19, 2021 at 3:00pm EDT
Evaluation, Determination of Preferred Consultant	November 22-24, 2021
Approvals	November 24 – December 1, 2021
Contract Creation/ Circulation for Signatures	December 1 - 3, 2021
Contract Award	December 6, 2021
Project Kick-Off Meeting	December 7, 2021

#### 4. 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 and must include all relevant technical information required to assess the proponent’s submission (including assumptions). If aspects of the financial offer are included in the technical submission, the City may choose to disqualify the Proponent.

Resumes can be submitted as appendices in the technical submission and will not be counted towards the page limit.

##### 4.1 Technical Submission Requirements

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

Provide a written statement demonstrating the Proponent's understanding of the project. Proponents should describe their understanding of the assignment, including overall scope and objectives, noting any specific risks or challenges that may exist for the project (along with proposed mitigation options). Proponent should describe their understanding of the site investigations required.

Responses that incorporate blocks of text from the RFP, will not be regarded as demonstrating an understanding of the project.

#### 4.1.2 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 a maximum of three (3) projects. The projects listed should illustrate experience in the following areas:

- .1 Projects involving the provision of design and construction related to flooring and/or structural repairs in public facilities;
- .2 Projects involving the provision of structural site inspections in public facilities;
- .3 Projects in Northern Canada.

If any of the Projects listed were joint ventures, describe the Proponent's role and responsibilities on each of the projects and name the other parties of the joint venture.

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.

Photographs in this section are encouraged.

#### 4.1.3 Section C – Proponent's Project Manager (10 points)

Demonstrate evidence of the proposed Project Manager's experience managing projects in the North, of a similar scope and magnitude. Demonstrate understanding of the specific challenges of working in the northern environment and how those risks will be managed. **Provide two (2) project examples** of similar scope and magnitude completed in the last ten (10) years, where the proposed Project Manager has acted in a similar capacity.

#### 4.1.4 Section D – Work Plan (20 points)

Provide a work plan detailing the methodology and approach to be taken to deliver the assignment, reflecting the schedule outlined in this Request for Proposal. Identify the proposed schedule along with key milestones for meetings with the City group. Include in this section a schedule for the provision of services, identifying the total time required for the Proponent's work. The schedule shall describe the expected activities organized in a logical sequence, identifying milestone dates for phase completion and each significant deliverable submission. The schedule should also identify indicative Phase 2 dates (Construction Services), including tentative sealift constraints.

Proponents should describe their time / task breakdown in enough detail to allow a complete understanding as to how and by whom the assignment is to be carried out. The time / task breakdown is to be expressed in hours and not days (and not include

any costs). Include a description of the major tasks, sub-tasks, methods / systems and personnel that the firm proposes to use for project management, internal reviews, monitoring and reporting.

The work plan section should also describe the proponent's approach to meeting the design objectives, including site investigations (survey / geotechnical / contamination).

Tasks not identified in this RFP but considered essential to the project success **shall be included** in the proponent's Work Plan.

The Proponent shall describe what Inuit, local and Nunavut content, if any, shall be utilized. Cost data must be excluded from the technical proposal.

#### 4.1.5 Section E – 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, geotechnical, mechanical, electrical or process control engineers) including:

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

#### 4.1.6 Section F – Qualifications and Experience (10 points)

Provide a summary of the proposed key team members, including Project Sponsor, Lead Design Engineer, Design Engineer, Specialist, Contract Administrator, Site Inspector and site investigation staff. Note the Project Manager's experience is to be described in Section C.

The following information must be provided:

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

Include the individual's resume within appendices.

#### 4.1.7 Section G – 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.



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

Provide all mandatory requirements, as identified in Section 5.3. Proponents who fail to submit mandatory items will not proceed to the next phase of evaluation.

**4.2 Financial Submission Requirements**

4.2.1 Consultant’s Professional Fees (30 points)

Submit an unqualified level of effort fee table, complete with positions, hours, rates, and fee breakdown, based on the work being requested under this RFP for a Time & Materials with Upset Limit Fee. In addition to this, the Proponent must submit a completed and unqualified cost submission form, detailed in Appendix F. The level of effort table must be broken down based on major project tasks / phases (i.e. detailed design phase, tender support, contract administrator/ site inspection, etc.).

Fees for Phase 1 and optional Phase 2 must be clearly separated.

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. Further information on per diem rates can be found at <https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en>. Subject to any easing of travel restrictions, accommodations will be provided by the City of Iqaluit at a City owned residence. The Proponent will be responsible for transportation requirements and must include this in their fee proposal for expenses/ disbursements. All expenses/ disbursements will be invoiced at cost with no mark-up. Other disbursements related to printing and communication (if applicable) are to be invoiced at cost. Receipt must be provided as back-up for monthly invoicing. Operating and overhead expenses will not be considered as a disbursement. The following table shows examples of acceptable and unacceptable disbursements.

<b>Acceptable Disbursements</b>	<ul style="list-style-type: none"> <li>• Travel – airline, automobile</li> <li>• Accommodations</li> <li>• Meals</li> <li>• Printing and Reproduction</li> <li>• Communications (telephone bills)</li> </ul>
<b>Unacceptable Disbursements</b>	<ul style="list-style-type: none"> <li>• Computer Charges</li> <li>• Equipment Charges (unless clearly identified in the proposal)</li> <li>• License and operating expenses for drafting/ modeling software</li> </ul>

The 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.

## **5. EVALUATION**

### **5.1 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.

### **5.2 Evaluation Stages**

Proposals will be evaluated in four stages:

#### **5.2.1 Evaluation of Mandatory Criteria**

Proposals that do not meet the mandatory criteria will be rejected (Refer to Section 5.3 below).

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

Subject to the Evaluation Committee's right to reject an unacceptable Proposal under Section 5.4, the Evaluation Committee will evaluate and score the Proposal information provided using Table 2 in Section 5.5 as a guide to assign scores. For each criterion, each Proposal will be assessed, and points will be awarded based on 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.

#### **5.2.3 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 based on the Time and Material Upset Limit 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:

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

#### 5.2.4 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.

### 5.3 **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 can obtain the insurance coverage as specified in APPENDIX D 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 E; and

### 5.4 **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 5.5 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.

## 5.5 Evaluation Criteria

The Evaluation Committee will evaluate eligible Proposals to determine the Proposal which best meets the needs of the City, using the weighting criteria indicated in Table 2 below as a guideline.

*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 – Proponent’s Project Manager	10 points
Section D – Work Plan	20 points
Section E – Corporate Qualifications and Experience	5 points
Section F – Qualifications and Experience	10 points
<b>Technical Score Sub-Total:</b>	<b>70 points</b>
<b>Financial Submission</b>	
Consultant Fees – Level of Effort Fee Table	30 points
<b>Financial Score Sub-Total:</b>	<b>30 points</b>
<b>Total RFP Evaluation Score:</b>	<b>100 points</b>

## 6. TERMS AND GENERAL CONDITIONS

### 6.1 Terms and Conditions

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 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.
- 6.1.4 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.



- 6.1.5 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.
- 6.1.6 The City will not be responsible for any Proposal that does not indicate the Request for Proposal reference, and the Proponent's name.
- 6.1.7 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.
- 6.1.8 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.
- 6.1.9 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.
- 6.1.10 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.
- 6.1.11 A copy of the Services Agreement is included as APPENDIX D.
- 6.1.12 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.
- 6.1.13 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.
- 6.1.14 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.
- 6.1.15 The proposal and accompanying documentation submitted by the proponents are the property of the City and will not be returned.
- 6.1.16 Proponents must acknowledge receipt of any addenda issued by the City in their Proposal.

- 6.1.17 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.
- 6.1.18 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.

## **6.2 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 4.1.8 of the Proposal submission.

## **6.3 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 4.1.8 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.

## **6.4 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.

## **6.5 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 4.1.8 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.

## 6.6 Working Language

All Proposals must be written in English.

## 6.7 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.

## 6.8 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.

## 6.9 WSIB/ WSCC Certificate

Under Item 4.1.8 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 days of starting operations.

## 6.10 Health and Safety

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

## 6.11 Project Reporting

The Consultant will be required to provide bi-weekly 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.

# 7. CONSULTANT SCOPE OF WORK

## 7.1 Phase 1 – Site Inspection/ Detailed Design / Tender Ready Documents

**Purpose:** The Consultant will ultimately produce a complete set of tender ready documents, including front end solicitation documents, specifications, and drawings for Contractors to accurately bid and execute the work. The drawings will include (but not limited to) a general Site Plan, Site Servicing and a complete set of standard details for the associated work. Existing services shall be identified on the drawings. The Consultant shall also produce costs estimates, schedule estimates, a bill of quantities, list all materials requiring sea lift transportation and regularly updated risk register.

The Consultant shall:

1. Complete all required project set up, coordination and administration as required to complete the work. This will include attendance of the initial kick off meeting, subsequent bi-weekly meetings and engagement of operational staff to understand existing issues, understand other interfacing project work etc.
2. Complete a desktop study of all available City of Iqaluit design guidelines, City planning documents, and as built records. This will include a gap analysis review identifying any missing information required to complete the work.

3. Conduct an on-the-ground assessment of existing facility as outlined in section 1.3 of this RFP and identify any impacts that will result due to the repairs works. Determine options to maintain services during the completion of the work. The additional investigation of room 118 to verify the condition of the floor may require destructive methods to access all components of the floor system. Once the investigation is complete, any openings shall be made safe and the repairs are to be included in the design scope of work.
4. Establish design criteria for flooring repairs and submit to the City for review. Document design criteria in a technical memorandum and include logistical procurement constraints and an overview schedule estimate. Include consideration for sea lift dates and the procurement of materials (including opportunities for advanced procurement of materials).
5. Chair and minute meetings with the Project Team for the duration of the detailed design phase. Allow for design review meetings including one (1) 50% design review meeting, (1) 99% design review meeting and one (1) 100% design review meeting. Complete updates to design documentation following receipt of stakeholder comments.
6. Promptly advise as to the financial or schedule impact of any changes or additions requested by stakeholders to any previous set of design deliverables.
7. Prepare 50% design drawings and outline specifications, along with a Class C cost estimate, for review by the City. The design is to be progressed in communication with the Project Team and any other stakeholders to use as many locally and readily available materials as possible.
8. Proceed with 99% design upon approval of the 50% design deliverables by the City. Prepare 99% design drawings and specifications for review and approval by the City. Produce a Class B cost estimate for review by the City. Prepare a detailed schedule estimate.
9. Proceed with final 100% tender ready documents upon approval of the 99% design deliverables by the City, that includes a Class A cost estimate.
10. Manage and coordinate the services of sub-consultants, as applicable.
11. A complete set of tender ready documents including detailed drawings and technical specifications will be prepared ready for tendering. This shall include front end solicitation documents to the City's latest templates.
12. Continue to review applicable statutes, regulations, codes and by-laws as the design of the project is developed.

13. Support the identified City / Colliers Project Manager, as required, in preparing any permit application documents.

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

1. Project initiation documentation, including records of insurance, Works insurance, bi-weekly status reports etc.
2. Safety Plan/ Risk Assessments for any on site work (including any COVID-19 mitigation measures).
3. Provide meeting agendas and project meeting minutes for all meetings.
4. Baseline schedule for Consultant Work.
5. Anticipated progress billing milestone.
6. Draft invoices for City representative's review.
7. Site visit, inspection and investigation reports.
8. Photographs.
9. Technical memorandum identifying design criteria, risk register, logistical constraints and overview schedule.
10. 50% design drawings, outline specifications, and Class C cost estimate.
11. 99% design drawings, specifications, Class B cost estimate and schedule estimate.
12. 100% tender ready drawings and specifications, complete set of tender documents, and a Class A cost estimate.
13. Design Meeting and Design Review Meeting minutes.

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

**Purpose:** Provide tendering assistance and respond to tenderer queries (including consultation with City staff). Administer the construction contract, and complete **fulltime** inspection (estimated level of effort indicated in the cost submission form) of the construction work to ensure compliance with the design documents. Award of Phase 2 services are at the City's sole discretion subject to available funding for completion of construction services in 2021.

The Consultant shall:

1. Be a representative of the City.

2. Assist the City in responding to Construction proponents during the tender call period through addenda and complete checks on submitted tenders for any irregularities.
3. Have the authority to act on the City's behalf to the extent provided in this RFP and the Contract Documents.
4. Always have access to the Work while in progress.
5. Forward all instructions from the City to the Contractor.
6. Complete reviews of the Contractor's management plans against specification requirements and regulatory requirement.
7. Carry out and coordinate as applicable Field Reviews / Site Inspections of the work.
8. Examine, evaluate and report to the City upon representative samples of the work. Document progress of the work through site photographs. **The site condition must be documented through photographs and site diaries before onsite works commences.**
9. As a minimum, complete daily site reviews to determine general conformity of the works and provide weekly written updates on site progress and exception reports.
10. Participate in bi-weekly progress meetings (or more frequently, if required early in the project) with the Contractor, Project Manager and City.
11. The Consultant shall complete shop drawing / submittal reviews and provide engineering support services, as issues arise during construction.
12. Keep the City informed of the progress and quality of the work, and report to the City defects, deficiencies, or contravention of regulatory requirements in the work observed during site reviews.
13. 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.
14. 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.
15. 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.

16. 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.
17. Have the authority to reject work which does not conform to the Contract Documents, and whenever 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. Furnish supplemental instructions to the Contractor with reasonable promptness.
24. Receive from the Contractor and forward to the City for the City's review the written warranties and related documents.
25. Receive from the Contractor and review and approve the Contractor's as-built / as-fabricated drawings and provide to the City a complete set of electronic as-built drawings.
26. 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.



27. Determine the amounts owing to the Contractor under the Contract, based on the observations and evaluation of the Contractor's application(s) for payment. Verify that amounts owing are reasonable given the level of effort required in labour and materials to perform the work.
28. 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.
29. Determine the date of Substantial performance of the work. Issue the Substantial Performance certificate.
30. Verify the validity of the Contractor's application for final payment and issue a certificate of final payment.
31. Complete as built drawings using contractor's redline markup drawings. Coordinate review of contractor warranty, test and material records.

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

1. Project initiation documentation, including records of insurance, Works insurance, bi-weekly status reports etc.
2. Safety Plan / Risk Assessments for any on site work (including any COVID-19 mitigation measures).
3. Provide meeting agendas, chair and provide project meeting minutes for all meetings.
4. Prepare draft and final addenda during the tendering period.
5. Anticipated progress billing milestone.
6. Site visit / inspection reports.
7. Contract administration documents including CCN's, CO's, RFI's, SI's, payment recommendations, submittal records and completion records. This includes claim reviews and extension of time assessments.
8. Photographs (pre, during and post work completion).
9. Any exception reporting.
10. As built records.

## **8. SCHEDULE**

### **8.1 Timelines**

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

*Table 3 – Project Schedule*

Milestone	Date
Project Kick-Off Meeting	December 7, 2021
Completion of 50% Detailed Design Drawings and Class C Cost Estimate	January 31, 2022
Completion of Tender Ready Documents – Phase 1	March 11, 2022
Expected Award of Construction Services	April 15, 2022
Expected On-site Construction Start Date	June 24, 2022
Expected Construction End Date	September 30, 2022

**8.2 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.

## APPENDIX A – SUPPLEMENTARY CONDITIONS

Amend the General Conditions as follows:

### Add SC1 Confidentiality

#### SC 1 Confidentiality

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

### Add SC2 Conflicts of Interest

#### SC 2 Conflicts of Interest

The Consultant and the Consultant's employees:

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

### Add SC3 Project History File

### SC 3 Project History File

- .1 All project documentation shall be considered deliverables and shall form the core of the Project History File. A project history file is to be submitted to the Client prior to project closeout. It is the Consultants responsibility to ensure that the requirements for all deliverables be applied to all sub-consultants and vendors.
- .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.

### Add SC4 COVID – 19

- .1 By submitting a Bid, the proponent acknowledges its willingness and ability to execute the Work under the CMM as published on the date and five (5) Working Days prior to the Tender Closing.
- .2 By submitting a Bid, the proponent acknowledges that in the event of travel restriction due to COVID-19, the consultant representative might not be able to assess the site. **In such event, the proponent acknowledges its willingness and ability to execute the work by means of utilizing Nunavut resident enterprises and resources or other means mutually acceptable to the proponent and City to conduct field assessment** without compromise on quality and causing delay to the project implementation.
- .3 The Bidder shall ensure that all its subcontractors are aware of the CMM and the CMM Guidelines.
- .4 Notwithstanding the foregoing, the Bidder acknowledges its obligation to adhere to the CMM Guidelines and any subsequent revision as part of its responsibility for health and safety on the Work Site.
- .5 The City will not pay for self-isolation wages and it is the contractor's/consultant's to either pay those costs or ensure their workers are double vaccinated and it is responsibility of the traveler to obtain an exemption letter or meet any other requirements as set out by the Government of Nunavut.
- .6 Where resident Nunavut enterprises or resources are used to overcome the travel restrictions, please identify the scope of work, level of effort



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(actual cost in the financial submission only) and name of the local resource.

**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 C1** List of subconsultants

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

**END OF APPENDIX B**



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

This schedule forms part of the contract for consulting services for **Floor Repairs – Winter Arctic Games Arena**. Documents listed below will be provided by the City:

1. Concentric Structural Review Report dated September 9, 2021
2. Municipal Design Guidelines, City of Iqaluit – 2005

**END OF APPENDIX C**



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## APPENDIX D – 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.

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



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

## 7. TERMINATION

- 7.1 The CITY OF IQALUIT may terminate this contract at any time upon giving written notice to this effect to the Consultant if, in the opinion of the CITY OF IQALUIT, the Consultant is unable to deliver the service as required, the Consultant's performance of work is persistently faulty, in the event that the

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

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

## 8. FINANCIAL

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

## 9. INSURANCE AND LIABILITY

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

- 9.3 The Consultant shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:
- a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Consultant or any sub-consultant, or due to unsafe working conditions, then such levy or assessment shall be paid by the Consultant at its sole cost and is not reimbursed by the CITY OF IQALUIT.
  - b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Consultant's employees engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (d) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
  - c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Consultant and used by the Consultant in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
  - d) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:
    - Products & Completed Operations Liability \*
    - Consultant's Protective Liability
    - Blanket Contractual Liability
    - Broad Form Property Damage
    - Personal Injury Liability
    - Cross Liability
    - Medical Payments
    - Non-owned Automobile Liability \*
    - Contingent Employers Liability \*
    - Employees as Additional Insureds \*
  - 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.



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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 D**



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**APPENDIX E – 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 \_\_\_\_\_ 2021.

---

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 E**



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**APPENDIX F – COST SUBMISSION FORM**

Proponent's Name: \_\_\_\_\_  
 Proponent's Address: \_\_\_\_\_  
 Proponent Email/ Telephone: \_\_\_\_\_

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

**Table A1 Fee Table**

TASK	FEE
1. Phase 1 – Project Management and Coordination (incl. initiation, HSE documentation, background document review, and meeting attendance)	\$
2. Phase 1 – 50% Design Deliverables (including site investigations)	\$
3. Phase 1 – 99% Design Deliverables	\$
4. Phase 1 – 100% Design Deliverables	\$
5. Phase 1 – Other	\$
6. Phase 1 – Disbursements (in WBS, must be identified by task)	\$
7. Phase 1 - Any additional measures required to mitigate COVID-19 epidemic identified risk. Cost to be itemized.	\$
<b>Phase 1 Sub-Total:</b>	<b>\$</b>
1. Optional Phase 2 – Project Management, Coordination and Administration	\$
2. Optional Phase 2 – Tendering Assistance	\$
3. Optional Phase 2 – Contract Administration. As a minimum, CA/Inspection hours shall include allowance for the following hours: a. Contractor Administrator Hours – 100 hours b. Inspector Hours – 250 hours c. Engineering Support Hours – 50 hours d. As built records Hours – To be determined by Consultant e. Other hours for key resources required to fulfill requirements	\$
4. Optional Phase 2 - Other	\$
5. Optional Phase 2 - Disbursements	\$
<b>Optional Phase 2 Sub-Total:</b>	<b>\$</b>
<b>TOTAL</b>	
<b>Applicable Taxes (GST):</b>	<b>\$</b>
<b>TOTAL (Including GST)</b>	<b>\$</b>





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The sub-total and TOTAL (GST inclusive) above represent the Proponents Time & Materials Maximum Upset Limit fee total.

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

**Table A2** Project Team hourly rates

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

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

**Disbursement/ Expense Estimate**

If travel is approved at a later stage of the project, proponents must allow for their own accommodations. Proponents must not rely on accommodations from the City of Iqaluit. Per diem allowances are to follow National Joint Council guidelines for the Territory of Nunavut. Consult the National Joint Council website at <https://www.njc-nm.gc.ca/directive/d10/v238/s659/en>.

**Table A3** Disbursements/ Expenses

<b>Item</b>	<b>Description</b>	<b>Units</b>	<b>Unit Cost</b>	<b># of Units</b>	<b>Total</b>
Accommodation			\$		\$



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Air Fares			\$		\$
Per Diem Allowances			\$		\$
Rental/ Taxi			\$		\$
Mileage			\$		\$
Other:			\$		\$
<b>Sub-Total:</b>					<b>\$</b>
<b>Applicable Taxes (GST):</b>					<b>\$</b>
<b>TOTAL:</b>					<b>\$</b>

**END OF APPENDIX F**

**END OF RFP**