



**REQUEST FOR PROPOSAL
FOR THE PROVISION OF CONSULTANT SERVICES FOR
ASTRO HILL INFRASTRUCTURE UPGRADES**

PROPOSAL CALL: June 30, 2023

PROPOSALS DUE: July 21, 2023 @ 3:00pm (EST)

2023-RFP-049

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1. PROJECT OVERVIEW

The City is seeking to retain a Consultant to provide engineering design services for the Astro Hill Infrastructure Upgrades Project. The Consultant's team will be retained to provide technical and professional services for desktop review, site investigations, preliminary engineering validation, detail design, contractor procurement and tendering support, contract administration and inspection work for the Project.

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

1.1 Background

1.1.1 Location

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

1.1.2 Geology and Terrain

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

1.1.3 Climate

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

1.1.4 City Growth and Population

The City is the newest Capital City in Canada and as a result has experienced a period of rapid development and growth. Iqaluit is the seat of government for the Territory of Nunavut and is the home base of many federal and territorial government departments. The City is rapidly developing into a regional center for the territory with many northern businesses in Inuit organizations making it their base of operations. The current population of Iqaluit is estimated at about 7,000 people with an average annual growth rate between three and four percent.

1.1.5 Land Ownership System

Iqaluit has a unique land ownership system. The major land owners in Iqaluit are the Commissioner of Nunavut, the City and the regional Inuit associations. These entities

in turn lease land to individuals, corporations, and other government departments. The City land is administered by a land acquisition by-law and by a Territorial Statute. Generally speaking, there is no private ownership of land.

1.2 Definitions

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

<i>City/ Client/ Owner</i>	means the Municipal Corporation of the City; means the entity as defined in the Supplementary Conditions, which may be the same entity as the City as defined herein.
<i>City Representative</i>	means the individual, assigned to the Project, who will be representing the City.
<i>City Website</i>	means www.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 99% complete design package which is ready for tender.
<i>Class B Estimate</i>	means an estimate that is accurate within +/- 15% and is based on a 66% design development.
<i>Class C Estimate</i>	means an estimate that is accurate within +/- 20% and is based on a 33% design development.
<i>Class D Estimate</i>	means an estimate that is accurate within +/- 30% and is based on conceptual design sketches.
<i>Closing Time</i>	means the time set out in Section 2.8.
<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 Astro Hill Infrastructure Upgrades project.
<i>Project Manager</i>	means the Project Manager assigned by the City, who will be responsible for managing the execution of the Project.
<i>Project Team</i>	means the group of people which includes the City Representative, the Project Manager, the Discipline Design Leaders and any other person invited from time to time by the City Representative of the Project Manager.
<i>Proponent</i>	means a company or firm intending to submit a Proposal and from whom a Proposal submission was received.
<i>Proposal</i>	means the document submitted in response to the Request for Proposal.
<i>Supplementary Conditions</i>	means the Supplementary Conditions forming APPENDIX B.
<i>This contract</i>	means the Consultant contract for which this Request for Proposal is issued.
<i>User group</i>	means the City or the users of the facility for which the City is responsible.

1.3 Project Scope

The objectives of the Project are to:

- Increase water distribution system resilience by re-routing a watermain around the Astro Hill Complex and through the community of Creekside Village.
- Provide design for the ultimate decommissioning of the old asbestos cement waterline servicing the Astro Hill development complex and surrounding buildings.
- Develop servicing strategy options and recommended designs for all identified building plots within the Astro Hill Complex and Creekside Village area.
- Following submission of the 30% design and Preliminary Engineering Report a recommended servicing option will be chosen for the design development phase.

Significant time will be required for coordinating options analysis with the building owners and City Planning department. Preliminary options presently being considered are discussed further in Section 6.0 *Consultant Scope of Work*.

- Design new water and sewer infrastructure such that it meets the City's Municipal Design Guidelines. The preferred Consultant shall consider future maintainability and operability of the proposed new infrastructure.
- Design a servicing line that is obtainable and easily operable with appropriate access considerations. The design shall consider all lots that must be serviced and integrate any future developments by private owners.

The achievement of these objectives will be measured by:

- Issue for Tender Documents complete by March 2024 with anticipated construction completed in the 2024 season.
- Key Stakeholders consulted during project design development phases.
- Progressively tracking project costs and completing the project within approved annual Iqaluit budget limits.

2. INSTRUCTIONS TO PROPONENTS

2.1 Submission

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

City of Iqaluit
Tamilore Adeleke
Project Officer of Engineering and Capital Projects
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 – Astro Hill Inf Upgrades - <Proponent's Name>*"

Financial Submission: "*FINANCIAL PROPOSAL – Astro Hill Inf Upgrades - <Proponent's 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:

Richard Sithole
Senior Project Manager
Colliers Project Leaders
Richard.sithole@colliersprojectleaders.com

and

Abdalla Ambar
Assistant Project Manager
Colliers Project Leaders
Abdalla.ambar@colliersprojectleaders.com

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

The deadline for submitting inquiries will be as set out 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 1 – RFP Process Schedule

Milestone	Date
Issue RFP	June 30, 2023
Last Day for Proponent Questions	July 12, 2023 @3:00pm local Iqaluit time
Last Date for Issue of Addendum	July 14, 2023
RFP Closes – Submission Deadline	July 21, 2023 @ 3:00 pm local Iqaluit time
Evaluation	July 22 – August 7, 2023
Approvals	August 8, 2023
Contract Creation/ Circulation for Signatures	August 9 – August 14, 2023
Contract Award	August 15, 2023
Project Kick-Off Meeting	August 22, 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. The technical submission will be limited to twenty (20) pages single-sided with three (3) additional 11" x 17" pages for schedule and level of effort table. There are no page limits or restrictions to the financial submission.

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

3.1 Technical Submission Requirements

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

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

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

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

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

1. Municipal Water & Sewer Design
2. Water Distribution Modelling
3. Northern/Arctic Design & Construction Experience
4. Municipal Construction Contract Administration & Site Supervision

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

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

3.1.3 Section C – Work Plan (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 time required for the Proponent's work and a breakdown of the time (number of hours) allocated for each task and Consultant (if applicable) during the work identified in the Request for Proposal. Include a description of major tasks, sub-tasks, methods / systems and personnel that the firm proposes to use for the design and construction phase services. Focus your response on the following areas:

- 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.
- Describe your quality control program and how your firm performs independent design checks, tracking and resolving comments, errors & omissions, non-conformances, and change orders.

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

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

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

1. Year founded as current corporate entity.
2. Permanent office address; and
3. Provide four (4) reference projects (must be different to projects listed in Section B) that demonstrate the proponents corporate experience on projects of a similar scope and complexity.

3.1.5 Section E – Qualifications and Experience (35 points)

Provide an organizational chart describing the Proponent's Project Team for the assignment, which includes lead positions such as the Project Manager, Project Sponsor / Principal, Utilities Design Engineer, Water Modeler, Civil Engineer, Contract Administrator, Site Inspector, etc. Proponent to include key Sub-Consultant's (if applicable) along with their position within the Project Team. Provide detailed description for the position of Project Manager as described below:

Project Manager (15 points)

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

- Bachelor's Degree in Engineering from an accredited university.
- 7 years verifiable experience in municipal water/wastewater engineering.
- Prior experience in contracts management and risk management of projects valued at \$5 million and above.
- Prior experience working with municipal, provincial, and federal government agencies.
- Knowledge of government laws / regulations and permitting processes with regulatory bodies and coordination with external stakeholders for water license renewal and reporting
- Registered as a Professional Engineer in a Canadian jurisdiction.
- PMP Certification preferred.

Remaining positions will be scored based on their collective experience **(20 points)**. Provide detailed description of remaining positions qualifications and their roles/responsibilities for the proposed project.

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.

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

3.1.6 Section F – List of Sub-consultants

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

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

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

3.2 **Financial Submission Requirements**

3.2.1 Consultant’s Professional Fees (15 points)

Submit a completed and unqualified Cost Submission Form, included in Appendix A, along with a Consultant’s corresponding level of effort fee table, complete with positions, hours, rates, and fee breakdown, based on the work being requested under this RFP for a fixed Fee. The level of effort table must be broken up based on major project tasks/ phases (i.e., detailed design phase, tender support, contract administrator/ site inspection, etc.).

The fee table must also include a breakdown on expenses/ disbursements, based on the requirements described in the Terms of Reference. The Proponent must use per diem rates established by the National Joint Council for the Territory of Nunavut. 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 invoices at cost with no mark-up.

The completed Cost Submission Form and level of effort fee table shall form part of the contract document to be used between the City and the Preferred Proponent. The rates included in the fee table will be used in the event the scope of work is changed and provisions of the contract value to be changed during the project period.

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 on 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 85 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% (59.5/70 points) on the Technical Evaluation, in order to qualify for review of the Financial Submission.

4.2.3 Financial Evaluation – Total Value 15 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 total financial 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:

$$\text{Proponent Score} = \frac{\text{Lowest Financial Offer}}{\text{Proponent Financial Offer}} \times 15 \text{ points}$$

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. Include the submission of the Proponent's latest valid WSCC/ WSIB Certificate of Clearance;
3. Include a completed sign-off of Proposal submission, as per the requirements in APPENDIX F; and

4.4 **Rejection of Unacceptable Proposals**

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

The City reserves the right without liability, cost or penalty, in its sole discretion to disqualify any Proposal before its full evaluation if the Proposal reveals a conflict of interest, incorrect information, or misrepresentation by the Proponent of any information provided in its Proposal. The City further reserves the right without liability,

cost or penalty, in its sole discretion to disqualify any Proposal where there is evidence that the Proponent, its employees, agents or representatives colluded with one or more other Proponents or any of their respective employees, agents or representatives in the preparation of the Proposal.

4.5 Evaluation Criteria

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

Table 2 – RFP Evaluation Criteria

EVALUATION CRITERIA	WEIGHTING
Technical Submission	
Section A – Understanding of the Project	10 points
Section B – Reference Projects	15 points
Section C – Work Plan	20 points
Section D – Corporate Qualifications and Experience	5 points
Section E – Qualifications and Experience	35 points
Technical Score Sub-Total:	85 points
Financial Submission	
Consultant Fees – Cost Submission Form	15 points
Financial Score Sub-Total:	15 points
Total RFP Evaluation Score:	100 points

5. TERMS AND GENERAL CONDITIONS

5.1 Terms and Conditions

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

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

- 5.1.15 The proposal and accompanying documentation submitted by the proponents are the property of the City and will not be returned.
- 5.1.16 Proponents must acknowledge receipt of any addenda issued by the City in their Proposal.
- 5.1.17 Proponents shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.
- 5.1.18 Proponents and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this Request for Proposal, other than the City Representative named in section 2.2, 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 Colliers Project Leaders, the City, its elected officials or employees, or any known participants in the Project. The City may rely on such disclosure.

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

5.4 Accuracy of Information

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

5.5 Confidentiality

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

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

5.6 Working Language

All Proposals must be written in English.

5.7 Terms of Payment

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

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

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

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

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

5.8 Cash Flow Expenditure Forecast

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

5.9 WSIB/ WSCC Certificate

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

5.10 Health and Safety

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

5.11 Project Reporting

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

6. CONSULTANT SCOPE OF WORK

In 2022, a preliminary design (Options Analysis) study was completed, which evaluated various options to re-route the watermain that currently runs underneath the Astro Hill complex. The scope analyzed two options to re-route the water and sewer utilidor in order to eventually de-commission the existing Asbestos Cement (AC) waterline due to pipe age, pipe material, risk of failure and difficult access issues in the event of needed repairs. The proposed solution includes 630 m of 350 mm diameter waterline, 116 m of 200 mm diameter sanitary sewer, 10 associated valves, hydrants, cleanouts.

Further discussions with building owners have highlighted challenges with future water service line connections to a relocated watermain and has precipitated the need to study alternative solutions and develop a detailed servicing strategy for the individual buildings and building lots. The Consultant will be required to evaluate a minimum of four alternatives which will satisfy the City's long-term needs for water supply in this area, including:

1. Relocate the watermain (blue) and replace the existing AC pipe (red) in place to maintain the existing building service configuration.

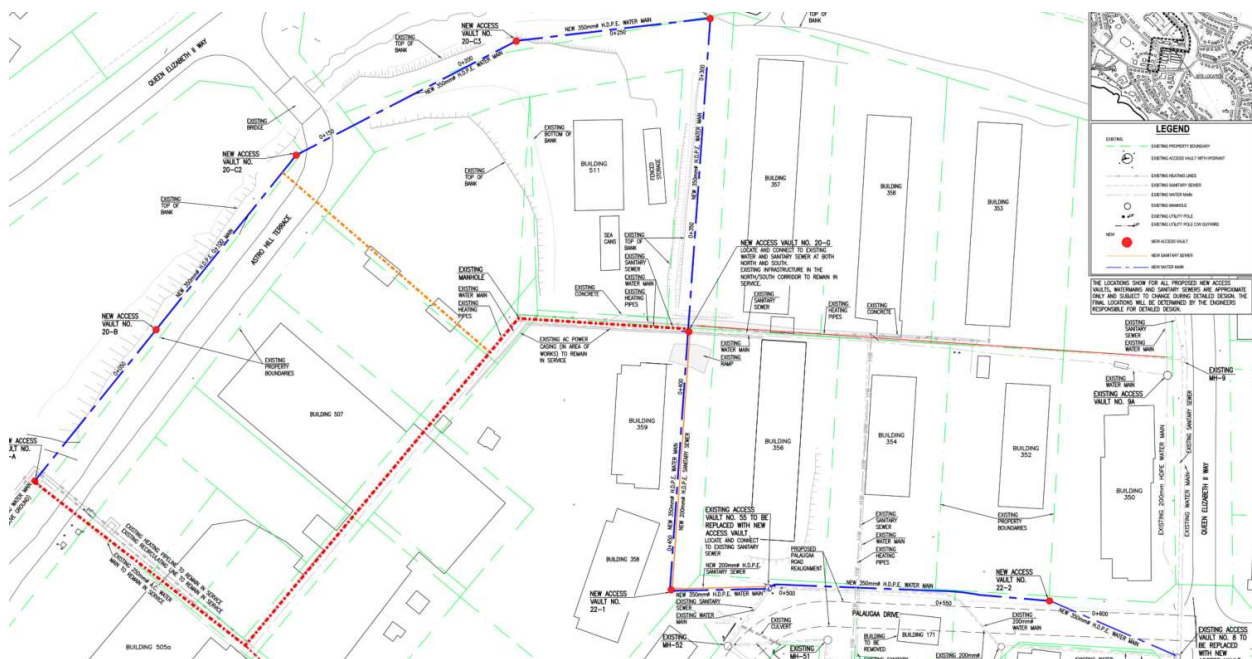


Figure 1 Replacement AC Main

2. Relocate the watermain and provide independent service lines to buildings utilizing the existing Astro Hill waterline easements:

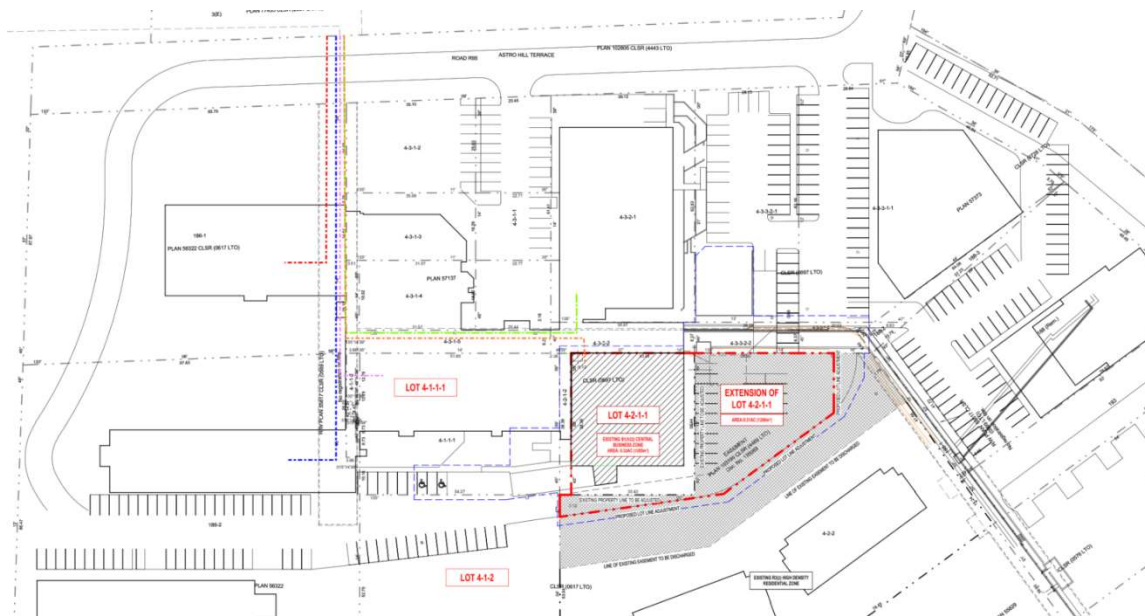


Figure 2 Independent Service Lines

3. Relocate the watermain and extend a loop type arrangement around the Astro Hill complex to provide individual service lines to each building lot.

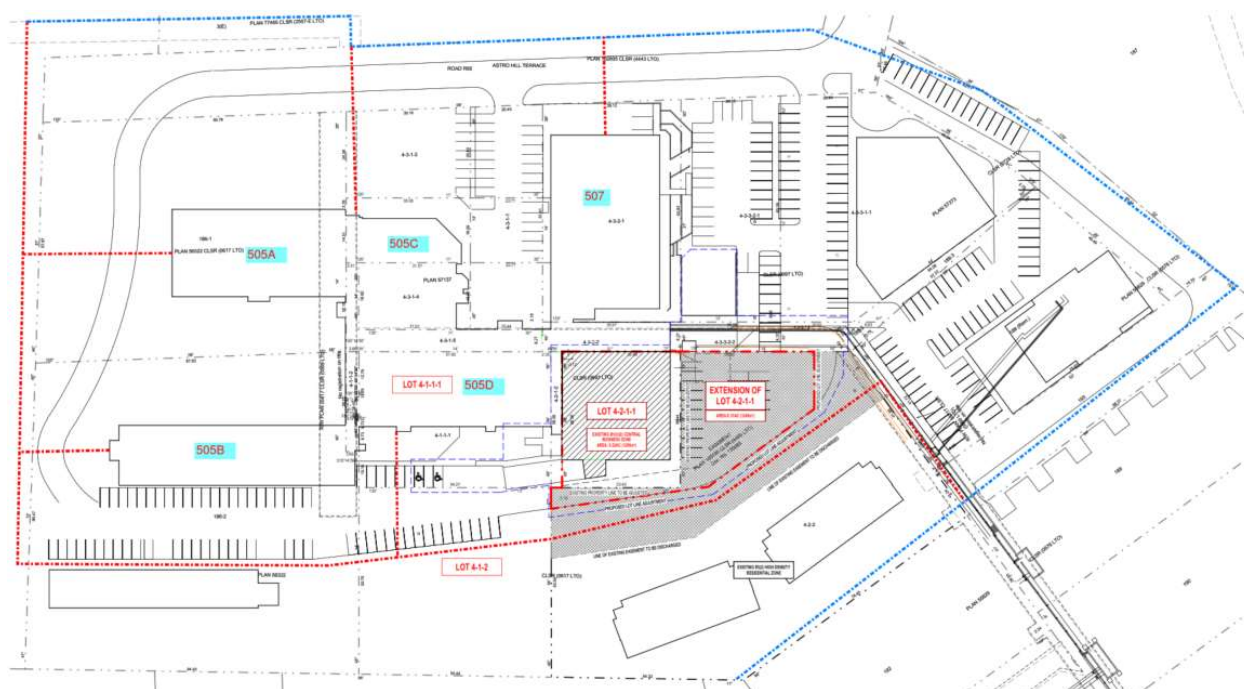


Figure 3 Independent Service Lines

4. Extend Watermain around Astro Hill Complex near the creek through existing easement and to be tied back to the downstream AV. Existing AC main is to be replaced for Astro Hill to be isolated.

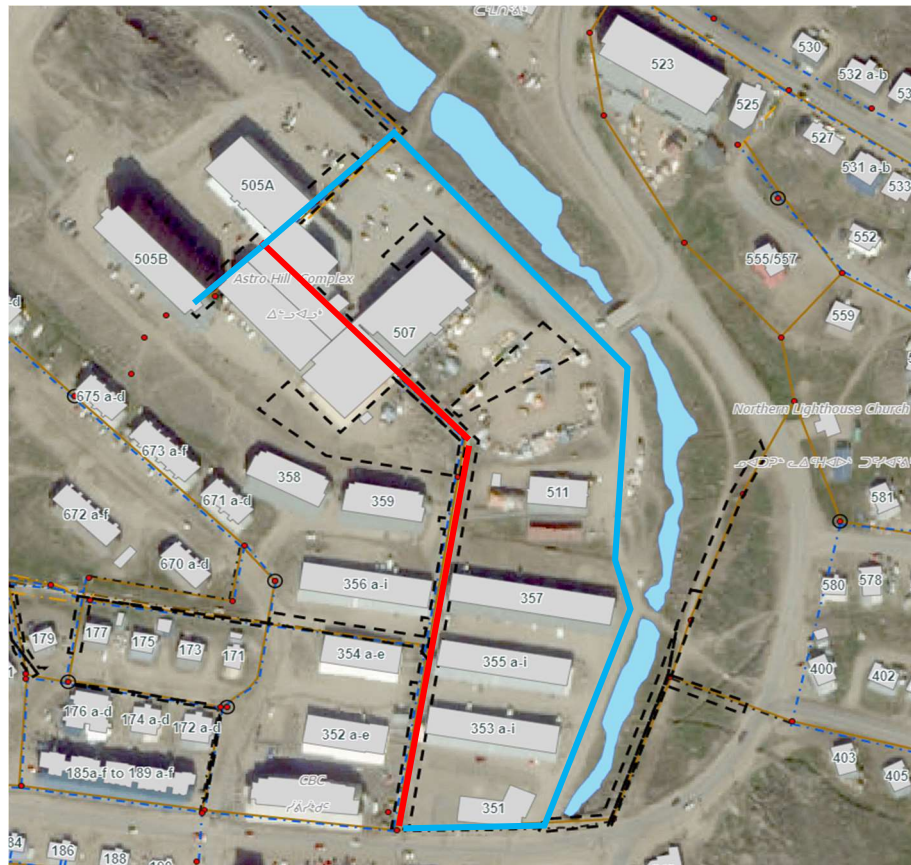


Figure 4 Replacement AC Main

The Consultant scope of work will include validation of the Dillon preliminary design layout and established design criteria and an options analysis for the four alternative servicing strategies for Astro Hill. On-site investigations will be required to develop the as-built geometry of the existing Astro Hill waterline which is accessible from a crawlspace within the buildings and may require confined space entry protocols. This will also include verifying the location and geometry of existing service lines to ensure the waterline replacement option is adequately documented in the construction drawings. Designs will need to ensure there are adequate blind flange type arrangements in the new access vault designs to accommodate any future service connections to the existing buildings.

New service line connections must follow City planning guidelines and cannot cross existing lot lines or may require dedicated easements. Designs for new service lines will be required for all building lots along the Astro Hill and Creekside. Develop final designs

with phased construction approach and a detailed sequencing procedure for service line connection.

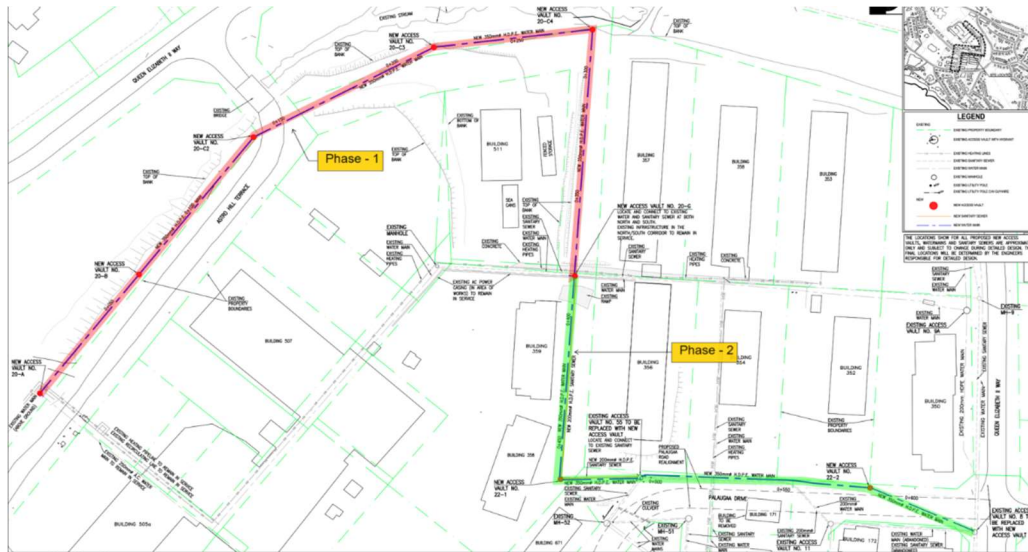


Figure 5 Location of Work and Servicing Options

A city-wide water model is currently being developed by EXP which provides a foundation of existing conditions of the water distribution system and will be provided to the awarded consultant. **The model is for informational purposes only and is not calibrated to the current work scope.** The Consultant will need to analyze field conditions through a site visit, analyze relevant portions of the existing model, review background data sourced through their Iqaluit site visit, conduct water hydrant flow tests and field investigations to understand the existing distribution system within the vicinity of the Astro Hill Complex and Creekside Village community (including confirmation of boundary conditions), use data collected to develop a partially calibrated model of this discrete water distribution system, use the partially calibrated model to recommend alternative solutions. The flow tests will ensure that the watermain is sufficiently sized with supporting calculations to accommodate potential future development and densification in upstream and downstream neighborhoods.

The Consultant shall provide contractor procurement and tender support, provide construction contract administration, full-time site inspection services during construction and closeout activities.

Astro Hill Infrastructure Upgrades Detailed Design

This assignment requires the Consultant to work closely with the City's Planning and Development department, as well as other external stakeholders who may be impacted by this project and create a detailed design and tender ready documents for the project.

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

6.1 Phase I: Project Definition

This task will include:

1. Attend project kickoff meeting.
2. Review of background documents including previously completed studies and concepts.
3. Define more fully the City's project requirements and develop Project Scoping, which will form the foundation of the Project Execution Plan, Work Breakdown Structure, Master Schedule, and Construction Budget.
4. Project Execution Plan

Submit for review and approval a project execution plan which will outline the Consultant's responsibilities and task deadlines and include the agreed scoping, budget, and project requirements details. The Project Execution Plan is a combination of a work plan for the project team and a detailed project delivery plan that will be the basis for managing the project. The plan will incorporate key program design and construction elements such as:

- List of Deliverables
- Consultant Project Tasks and Schedule (Work Plan)
- Project Schedule and Critical Path
- Team Organization and Responsibilities
- Design Management and Quality Control
 - Design reviews
 - Value engineering review
 - Documented checking for all calculations
 - Constructability review
 - Operability and maintainability review
 - Interface/interference review
 - Independent or Peer review
- Project Controls (Schedule & Cost)
- Change Management
- Risk Management
- Construction 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.

5. Perform hydrant flow tests (assume four (4)) to accurately simulate existing water flows and evaluate relocation servicing options. Testing scope of work shall follow:
- a) Hydrant testing procedures to comply with NFPA 291 – Recommended Practice for Fire Flow Testing and Marking of Hydrants
 - b) Minimum pressure drop of 70kPa between static and dynamic pressure readings measured at residual hydrant is required
 - c) Conduct tests during peak flow hours typically between 7am to 9am and 5pm to 6pm. Hydrant tests shall include (but not be limited to the following tasks):
 - i. Ensure proper safety procedures are in place prior to any flow tests.
 - ii. Locate residual (test) hydrant for the following:
 - Flush hydrant to eliminate sediment.
 - Install pressure gauge on residual hydrant.
 - Open main valve slowly until air is vented. Close the vent and open the main valve fully.
 - Read pressure gauge – this is static pressure (no flow).
 - iii. Locate the flow hydrant for the following:
 - Briefly flush the hydrant to eliminate sediment.
 - Install the pressure gauge on the flow hydrant.
 - Open the main valve slowly until the air is vented. Close the vent and open the main valve fully.
 - Read pressure gauge – this is static pressure (no flow)
 - Close valve slowly and remove gauge.
 - Measure and record the inside diameter of the hydrant nozzle.
 - d) Determine the type of nozzle (rounded, square edge, or protruding to determine appropriate discharge coefficient
 - e) Once confirmation is received that the fire pump is on and motorized valve is open take readings for residual pressure (at residual hydrant) and Pitot readings (at flow hydrant). Readings must be done at the

same time. Ensure that date and time are recorded. Once readings are complete, slowly close the discharge hydrant, remove the equipment from both hydrants and replace the caps.

- f) Ensure all boundary conditions/background information are captured for the same time period including reservoir levels, pump records, and pressure reducing valve (PRV) settings.
- g) Ensure all hydrant test data is recorded on a standard hydrant test sheet to be developed by the Consultant.

6. Geotechnical investigation:

Geotechnical Assessment services should include the following components:

- Coordinate with the City and other utility service providers onsite for access to the Site and in locating existing underground utilities.
- Prepare a traffic control plan for any work affecting the roadway in accordance with this RFP.
- The suggested total number of boreholes required to complete the assessment is five (5).
- Assume average refusal depth of 3.5 m. Borehole locations to be determined by the Consultant from a review of background information, a site visit and/or consultation with the Project Manager/City staff, to determine the probable location of future infrastructure and areas of potential environmental or underground utility concern. Relocate to avoid obstructions as necessary, recording actual location on plan.
- Ensure that all underground services are located before excavation and provide all required locates to the City representative prior to excavating. Provide the City and Project Manager with a copy of locates performed ahead of the work. Locates to be communicated to all staff completing the work and to be maintained onsite at all times while the investigation works is being completed.
- Record geodetic elevation of ground surface at borehole locations and relate to a known benchmark. Identify and label borehole locations on future design drawing plans.
- Report/notify before equipment is removed from the Site, the following:
 - Extremely poor or unexpected soil conditions are encountered.
 - Obtain samples of each soil type encountered, the first sample being at a depth not greater than 750 mm and succeeding samples at not more than 1500 mm increments of depth. Record whether samples are dry, moist, or wet.
 - Sampling of overburden to be completed in conjunction with Standard Penetration Test.
 - Determine Rock Quality Designation (RQD) of recovered rock core.
 - Collect and preserve samples of intact bedrock core for determination of unconfined compressive strength and associated parameters.

- Install monitoring wells in all boreholes and collect information on stabilized groundwater levels to infer groundwater flow direction.
- Install Thermistors in select boreholes to allow for long-term ground temperature monitoring.
- Restore Site to its original state upon completion of on-Site work. The geotechnical program included as part of this RFP is for pricing purposes. If, in the Proponent's professional experience and discussions with the City, it is determined that some or all geotechnical work may not be required, then the scope of work can be adjusted accordingly through the contract change order process. For the purposes of this RFP, pricing for the requested geotechnical program as outlined in the RFP shall be supplied.
- The Geotechnical Report shall take into consideration the following factors: projected temperature increase, precipitation, extreme weather events and the rise of sea level.
- Submit a soil investigation report, complete with a Site Plans identifying the borehole locations and the proposed road footprint.
- Include (but not be limited to) in the report the following:
 - A detailed description of the soil investigation, including details of the method of soil boring used, a description of the general geology of the area and a drawing showing the actual location and elevation of the boreholes.
 - A description of the physical properties, cohesion and friction angles, soil constraints for at rest, active and passive conditions, unit weights for the various soil strata, found in each borehole and the elevation of the stabilized water table.
 - Summarize the results of all relevant boreholes, in a coordinated series of logs.
 - Any special conditions or irregularities.
 - Water conditions and flow rates for drainage, including effect of weather.
 - Recommended pavement structure, inclusive of subgrade preparation and drainage requirements.
 - Recommendations for drainage and dewatering
 - Recommendations for backfill materials, compaction, and utility pipe installation.
 - Suitability of excavated material for backfill.
 - If rock is encountered provide recommendations for appropriate method of removal and if any blasting will be required.
 - Advice on any special construction difficulties that may be encountered.
 - Any additional information of interest or significance.
 - All reports should be supported with photographs whenever possible and submitted in PDF format.

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7. Topographic Survey:

Although the Consultant shall ultimately determine the scope and level of survey required for this assignment, the following minimum requirements are anticipated:

- Carry out on-site reviews and field work required for, and to complete, the design of this project including survey work required to locate / identify existing features, utilities, obstructions, etc. and as required to provide measurement for tender quantities.
- The Consultant will carry out total station survey as necessary to define the work.
- Verify the accuracy and correctness of any digital mapping and control points provided by the City or publicly available.
- Verify elevation and position data to confirm all critical existing pipe inverts, outlet invert elevations, potential conflicts and surface features potentially affecting the proposed works.
- Identify all existing features, including watercourses and overflow invert levels, which may affect the work.
- Perform detailed inventory of existing facilities and features to ensure that construction reinstatement will closely match existing conditions.

8. Phase I ESA

The consultant shall complete a Phase I Environmental Site Assessment (ESA) in accordance with the Government of Nunavut Guideline for Contaminated Site Remediation (2009) and CSA Standard Z768-01 (R2016). The Phase I ESA will be performed in parallel with other investigations.

9. Phase II ESA

If required, the consultant shall complete a Phase II ESA to characterize or delineate environmental conditions related to soil and groundwater within the project limits. The consultant shall conduct the assessment in accordance with the Government of Nunavut Guideline for Contaminated Site Remediation (2009) and CSA Standard Z769-00 (R2013). The Phase II ESA investigation can be combined with designated substance report investigations in order not to duplicate the number of samplings.

The Phase II ESA will be carried out in select locations, as deemed appropriate based on the consultant's professional judgment as well as review of the existing Phase I ESA report. At a minimum, soil samples shall be analyzed for petroleum hydrocarbons, BTEX, volatile organic compounds and metals.

For areas of potential concern, the consultant will be required to allow for three (3) test pits along the sewer and watermain alignment.

Following analysis and interpretation of results, the consultant shall advise if further investigation is required and if any potential liabilities related to the environmental condition of the Site exist.

10. Confirm any requirements for new easement surveys.

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.

11. 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. Execution Plan
2. Existing Conditions survey as-built drawings of Astro Hill waterline and service line photographs
3. Topographic survey
4. Geotechnical investigation
5. Environmental Assessment report
6. Hydrant Flow Testing Results
7. Meeting Minutes

6.2 Phase II: Preliminary Design Report (30% Submission)

This task will include:

1. Preliminary Engineering Report:

Provide summary reporting on all preliminary engineering investigations noted above and including the updated 30% level design drawings and specifications, preliminary Bill of Quantities, construction and commissioning schedule, and Class D construction cost estimate. The PER shall include as a minimum the following sections for analysis:

1. Executive Summary
2. Introduction – location, background of service area, statement of problem
3. Existing conditions and right of way constraints; include photos of surface and subsurface views.
4. Stakeholder Consultations
5. Findings from Phase I activities
 - Geotechnical investigation
 - Environmental assessments
 - Permitting requirements and regulatory approvals
 - Topographic and underground utility survey
6. Existing water distribution system evaluation
7. As-built documentation of Astro Hill watermain and service lines

8. Design Criteria and Basis of Design
 9. Evaluation of Alternatives Solutions; based on cost and non-cost discussion
 10. Waterflow simulations and validation of adequate pressures, velocity and recirculation requirements
 11. Permafrost considerations
 12. Constructability Discussion
 13. Recommend project with any required easements or permits
 14. Site civil works:
 - Site grading and foundations preparation
 - Roadway and right of way reinstatement
 - Cut/fill materials and quantities
 - Surface Drainage control/upgrades
 - Environmental mitigation measures
 15. Construction methods, staging, interface control
 16. Systems performance testing criteria and commissioning procedures
 17. Operations and maintenance considerations
 18. Preliminary Design Drawings (30%)
 19. Outline specifications and Bill of Quantities
 20. Construction Class D cost estimate
 21. Construction Schedule
-
2. Provide schematic level design drawings and information to support the City in finalizing and procurement of all permits, certificates of authorization, etc. to allow for construction and operation of the waterline.
 3. Prepare risk register for the project based on preliminary design details for all key risks. Risk register must include categorized risks, with an assessment of anticipated probability and impact. Mitigation for all identified key risks must be identified for review by the Project Team. Define residual risk following proposed mitigations.
 4. Support the City as required with the regulatory approvals and permitting process. This may include, but not limited to corresponding with Authorities Having Jurisdiction, government and permitting bodies, addressing comments, and participating in public consultations. As the level of effort related to the permitting support is difficult to quantify, a cash allowance has been established and work will be completed on a Time and Material basis. Approval shall be received from the City prior to utilizing the Cash Allowance and an estimated cost shall be provided by the Consultant based on the requested task prior to commencing.
 5. Chair and minute bi-weekly meetings with the Project Team for the duration of this phase of the design. Consultant Project and Design 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. Preliminary Engineering Report (30% Submission Milestone)
2. Preliminary Design Drawings (30%)
3. Class D Cost Estimate
4. Construction and Commissioning Schedule
5. Risk Register (30%)
6. Meeting Minutes
7. Phase Deliverable(s) Virtual Presentation

6.3 Phase III: Design Development (50%, 90% 100% Submission)

This task will include:

1. Prepare Preliminary 50% Drawings and Specifications (NOTE - where applicable, the City of Iqaluit will provide their “front-end” specification and standard specification sections to be used by the proponent in preparing the procurement documents).
2. Support the City as required with the regulatory approvals and permitting process. This may include, but not limited to corresponding with Authorities Having Jurisdiction, government and permitting bodies, addressing comments, and participating in public consultations. As the level of effort related to the permitting support is difficult to quantify, a cash allowance has been established and work will be completed on a Time and Material basis. Approval shall be received from the City prior to utilizing the Cash Allowance and an estimated cost shall be provided by the Consultant based on the requested task prior to commencing.
3. Conduct a constructability review of the 50% level documents. The constructability review of design packages is considered by the City to be an integral part of the Proponent’s quality assurance program. It is one of the keys to claims avoidance and is accomplished by a number of select specialists prior to advertising a tender package and has the following specific objectives:
 1. Improve quality of designs, drawings, specifications, and related documents.
 2. Review the project specifications and contract drawings and identify any ambiguities, omissions, conflicts, and design oversights.
 3. Verify the identification and appropriateness of construction milestones.
 4. Consider maintainability aspects of the design.

The constructability review requires formal independent construction documents for completeness of scope and report on any anomalies with respect to the following:

- Site logistics and constraints
- Environmental impacts of proposed construction methods
- Clarity of documents

- Compatibility of plans, specifications, and standards
 - Subsurface soil data
 - Reasonableness of construction schedule
 - Construction sequencing & phasing
 - Methods of construction
 - Construction restrictions
 - Erosion and sedimentation control
 - Maintenance and protection of traffic
 - Construction site access for each phase
 - Material delivery and lay down areas
 - Specialized equipment needs
 - Local event conflicts
 - Material acquisition
4. Prepare and deliver design summary presentation to City Council
5. Chair and minute bi-weekly meetings with the Project Team for the duration of this phase of the design. Consultant Project and Design 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.
6. Prepare 90% and 100% Drawings and Specifications.
7. Finalize related plans and reports.
8. Progressively update the project risk register prepared at the 30% design phase with each submission to the City (50%, 90% and 100%). High priority and emerging risks must be shared and tabled with the City's Project Team during bi-weekly progress meetings.
9. Support the City as required with the regulatory approvals and permitting process. This may include, but not limited to corresponding with Authorities Having Jurisdiction, government and permitting bodies, addressing comments, and participating in public consultations. As the level of effort related to the permitting support is difficult to quantify, a cash allowance has been established and work will be completed on a Time and Material basis. Approval shall be received from the City prior to utilizing the Cash Allowance and an estimated cost shall be provided by the Consultant based on the requested task prior to commencing.
10. Chair and minute bi-weekly meetings with the Project Team for the duration of this phase of the design. Consultant Project and Design 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% Design Drawings and Specifications
2. Constructability review report
3. Preliminary Bill of Quantities
4. Construction and Commissioning Schedule
5. Class C Cost Estimate
6. 90% Design Drawings and Specifications
7. 90% Bill of Quantities
8. Class B cost estimate
9. 100% design deliverables including drawings and specifications. Drawings provided in PDF and AutoCAD
10. 100% Bill of Quantities
11. Final construction and commissioning schedule with 100% submission
12. Class A cost estimate with 100% submission
13. Updated Risk Registers (50%, 90% and 100%)
14. Finalize all related facility specific plans and reports.
15. Meeting Minutes
16. Phase Deliverable Virtual Presentations

6.4 Phase IV – Tendering Support

This task will include:

1. Tender services including issuing addenda, responding to clarifications, evaluating bid submissions, and providing an award recommendation.
2. Prepare and Issue Issued for Construction (IFC) drawings, incorporating any addenda or clarifications.

Deliverables

1. Responses to bidder clarifications (as required) during the tendering period.
2. Tender Analysis and evaluation of submitted tender responses.
3. Recommendation of award letter
4. IFC Drawings

6.5 Phase V - Contract Administration, Site Inspection and Engineering Support Services

Administer the construction contract, and complete full-time inspection of the construction work to ensure compliance with the design documents and City's Type A water license 3AM-IQA1626.

1. Be a representative of the City.
2. Advise and consult with the City and other project stakeholders (e.g., CIRNAC).
3. Have the authority to act on the City's behalf to the extent provided in this RFP and the Contract Documents.
4. Develop a site-specific Quality Control Plan describing tasks, methodology, deliverables, and internal audit procedures. The Plan will cover the following tasks as a minimum:
 - Risk Identification
 - Pre-Start Meeting with Contractor – Requirements
 - Review of Contractor's Required Submission and/or Plans
 - General Inspection & Test Plan for all Construction Categories
 - Health & Safety Plan incl Emergency Response Procedures
 - Environmental Reporting
 - Site Meetings
 - Special Meetings
 - Monitoring the Contractor's QC Plan and other Project Plans
 - Progress Payments, Change Orders, Substantial Completion and Final Completion
 - Communication protocols with the Contractor and City
 - Document Procedures
 - Issue Resolution
 - Contractor's Performance Reviews
 - Submission of Record Documents
 - Record Drawings
 - Construction Reports
 - Review compliance with Quality Control Plan – Internal Audit
5. Construction Safety
 1. All construction projects performed by the Contractor are subject to federal and territorial safety regulations.
 2. The Contractor to provide Site Specific Health and Safety Plans in accordance with the contract that is to include emergency response plans, fire plans, and the identification of any additional site-specific issues. The Consultant is to ensure that these plans are adequate and are adhered to.
6. Develop a detailed Inspection & Test Plan (ITP) to cover all construction activities. The ITP shall include:

- Product characteristics to be inspected, methods of inspection and test, acceptance criteria, frequency, and the report format for documenting the results of an inspection or test.
 - Inspection and test equipment
 - Qualified independent laboratories
 - Appropriate safety and environmental conditions
 - Mandatory inspection hold and witness points beyond which work shall not proceed without specific recorded consent of the authorized representative
 - Requirements for qualifications of the personnel performing inspections or test.
 - Non-conformance procedures
 - Non-conformance root cause analysis and issuing corrective actions
 - Contract substantial completion checklist
 - Contract completion and handover checklist
 - Consultant internal audit process
7. Shop Drawings, Contractor Designs and Construction Materials Submissions
The Consultant is to:
- a) specify in the construction specifications the shop drawings; materials data sheets/information and temporary works designs to be submitted by the Contractor
 - b) review within five (5) business days of receipt of shop drawings/designs/materials submissions provided by the Contractor to determine conformity with the design concept; intent of the construction documents and indicate to the Contractor general conformance
 - c) provide comments to and request re-submissions from the Contractor, as necessary
 - d) provide the Departmental Representative within five (5) business days of receipt of accepted submission, a signed “Reviewed and Accepted” and dated electronic copy
8. Design services during Construction
The Consultant services during construction are to include, but are not limited to the following activities:
- 1. submitting updated drawings and specifications that include amendments and issues raised during tendering
 - 2. attending and participating in project meetings as requested by the City
 - 3. performing site inspections for conformance of work as requested by the City
 - 4. reviewing and replying to Contractor’s submittals
 - 5. advising the City with respect to alternative construction methods or alternative materials proposed by the Contractor
 - 6. modifying design as required to provide for unexpected field conditions
 - 7. submitting Site Instructions to the Contractor
 - 8. providing technical details, cost estimates, drawings, and sketches for contemplated change notices (CCN) and change orders (CO)
 - 9. assist in the commissioning activities as requested by the City
 - 10. review Contractor’s end-of-construction deliverables by preparing a

11. list of deliverables, reviewing and ensuring that all end-of-construction deliverables from the Contractor, including but not limited to warranties, as-built record drawings and Operations and Maintenance manuals, have been submitted in specified quantities and format to the City.
12. review and provide feedback on Contractor's marked-up record drawings for preparation of as-built record drawings
13. edit CADD files to incorporate Contractor's as-built markups to generate and submit final as-built record drawings
14. review and comment on O&M Manuals

Schedule Review:

9. The Contract Administrator shall review the contractor's progress with respect to the schedule and/or critical path. The schedule and progress should be reviewed with the contractor at every site meeting. Monitor the contractor's progress throughout the construction period and take action as appropriate in the event that the planned schedule is not maintained. If the Contractor is behind schedule, the Contract Administrator shall request an action plan for schedule recovery.
10. Extension of Contract Time Requests:
The Contract Administrator shall be familiar with contract completion dates, the charging of working days/calendar days, and any seasonal milestone constraints, if applicable. The Contract Administrator shall receive and evaluate the Contractor's requests for extension of time and provide a comprehensive written report with recommendations to the City within the timeframes specified in the contract.
11. Contractor's Progress Claims
The Consultant is to:
 - a) request from the Contractor prior to the issuance of the first progress claim, a cost breakdown of the Construction award price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction Contract and submit the cost breakdown to the City.
 - b) review Contractor submitted monthly progress claims (with cost breakdown, statutory declaration and WSIB certificate) in a timely manner and, if acceptable, certify the progress claims for work completed and materials delivered pursuant to the construction Contract and submit them to the City for approval and processing.
 - c) measure and record the quantities of labor, materials and equipment involved for the purpose of certifying progress claims if the construction is based on unit prices
 - d) verify at each progress payment claim that the Contractor has accurately recorded information on the site as built set of construction documents.
 - e) update schedule of work progress.
12. Inspectors Diaries will require the following daily documentation:
 - Date
 - Weather conditions
 - Contractor's hours of work

- General progress of work
- Equipment being moved or arriving on the job and its purpose
- Site visits from City officials, and any specific instructions
- Instructions given to the Contractor
- Contractor's claims or complaints
- Stoppage of work by the Contractor for any reasons
- Separate time and materials records
- Complete description of how cuts are excavated, type of equipment used, and difficulties encountered due to either improper equipment or nature of material
- The source and nature of excavated material and its final disposition including the equipment involved and the time and duration of the work
- Record of any environmental incidents
- Record of non-compliance/non-conformance
- Obtain and record accurate measurements of work done by the Contractor
- All equipment that is on the contract must be recorded and hours used
- The number and type of labour shall be recorded
- The actual hours worked shall be recorded
- The actual hours not worked shall be recorded
- Inspection activities and verification results
- Documented verification of all contract items

13. Instruction Notices to Contractor

Instruction Notices to the Contractor shall be issued to document concerns and deviations, clarify requirements of the contract, communicate information, and transmit documentation. Instruction Notices shall be signed by the Contract Administrator and the Contractor to acknowledge receipt of the Notice. Examples for the use of Instruction Notices to the Contractor include the following:

- Approvals
- Transmittal of documents
- Safety issues
- Non-compliance of the contract
- Warnings
- Suspension of work/stop work order issued by City or its agents
- Specific Instructions from the City

14. Change Orders:

The Consultant is to:

- a) submit to the City in writing, for approval, all requests, and recommendations for changes; and to identify impact on the Contract
- b) obtain quotations from the Contractor for contemplated changes, review, assess the effect on construction progress and completion date, and submit recommendations to the City in writing
- c) All changes, including those not affecting the cost of the project, must be covered by change orders.

15. Have access to the Work while in progress.
16. Forward all instructions from the City to the Contractor.
17. Carry out and coordinate as applicable Field Reviews / Site Inspections of the work.
18. Examine, evaluate, and report to the City upon representative samples of the work. Document progress of the work through site photographs.
19. 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.
20. Participate in bi-weekly progress meetings (or more frequently, if required early in the project) with the Contractor, Project Manager and City.
21. Complete shop drawing / submittal reviews and provide engineering support services, as issues arise during construction.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.

30. 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.
31. 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.
32. 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.
33. Furnish supplemental instructions to the Contractor with reasonable promptness.
34. Receive from the Contractor and forward to the City for the City's review the written warranties and related documents.
35. Receive from the Contractor and review and approve the Contractor's as-built drawings and provide to the City a complete set of electronic as-built drawings.
36. 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.
37. 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.
38. 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.
39. Review Contractor's plan, schedule and procedures including detailed deficiency list with estimated values; list of outstanding submittals including Contractor's consultants review letters, authority having jurisdiction acceptances, maintenance manuals and record drawings; training, commissioning and start up procedures; hand-over procedures; and any other contract requirements.
40. Substantial Completion of the Project
The Consultant is to:
 - a) review the construction work with the City and the Contractor, and record all unacceptable and incomplete work detected
 - b) develop a deficiency list of incomplete items and issue to the Contractor and City
 - c) request from the Contractor, review for completeness and adequacy, and provide the City with, all supporting documents in accordance with the Construction Contract

- d) prepare and submit to the City for approval and processing, a Certificate of Substantial Completion as required by the Construction Contract, together with supporting documents properly signed and certified
41. Determine the date of Substantial performance of the work. Issue the Substantial Performance certificate.
 42. Verify the validity of the Contractor's application for final payment and issue a certificate of final payment.
 43. 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. Quality Control Plan
3. Site specific Health & Safety Plan
4. Inspection and Test Plan
5. Inspector Daily Diaries
6. Weekly Summary Reports with summary of quantities installed
7. Quantities of materials verification documents
8. Monthly construction report
9. Baseline schedule review and approval, and monthly critical path schedule reviews
10. Safety Plan / Risk Assessments for any on site work (including any COVID-19 mitigation measures).
11. Provide meeting agendas, chair, and provide project meeting minutes for all meetings.
12. Anticipated progress billing milestone.
13. Site visit / inspection reports.
14. Site Instructions to the Contractor
15. 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.
16. Substantial and final completion certificates

17. Photographs.
18. Close out report for distribution to regulatory authorities as necessary.
19. Any exception reporting.
20. As built records.

6.6 Phase VI – Closeout Phase

1. For the purposes of this RFP, the Closeout Phase commences the day after the date of Substantial Completion and ends at the end of the warranty period on the 365th day after Substantial Completion.
2. In the Closeout Phase, Services may include the following:
 - a. Provide contract administration services throughout the Closeout phase.
 - b. During Warranty period, receive monthly reports from the Contractor on status of warranty and deficiency items and provide Owner with monthly Project status reports.
 - c. During Warranty period, receive information from the Owner, and/or Contractor with respect to any noted warranty items and circulate to all relevant parties in a timely way.
 - d. At least 15 days but no more than 45 days in advance of the expiry of the Warranty period, ensure that the Contractor provides a detailed Deficiency status report and Warranty Inspection report.
 - e. Based upon submitted documentation, and within 15 days of the expiry of the Warranty period, advise the Owner with respect to status and value of any outstanding contract deficiencies and warranty items.
3. Provide record 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).
4. Prepare City standard project closeout forms / checklist (Consultant and Contractor) 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 3 – Project Schedule

Milestone	Date
Project Kick-Off Meeting	August 22, 2023
Investigation, Validation, Engineering Report (30%)	October 13, 2023
Complete 50% Design	November 17, 2023
Complete 90% Design	January 5, 2024
Complete 100% Design	February 16, 2024
Submit Tender Ready Documents	March 1, 2024
Complete Tender Assistance	April 15, 2024
Complete Construction Administration	December 15, 2024

7.2 Submission Requirements

Proponent to prepare project schedule in the form of a Gantt chart. The schedule is to include dates for the commencement and completion of each major element of the work, as per the requirements of Table 3. The key elements of the schedule will detail the various assignment milestones. The schedule will form the baseline for assignment.

The schedule will form part of the contract documents. Changes to the project schedule must be approved by the Project Manager by means of a change order. A revised schedule must be submitted describing the approved changes.



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APPENDIX A – COST SUBMISSION FORM

Proponent's Name: _____

Proponent's Address: _____

Proponent Email/ Telephone: _____

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

Item	Description	Unit	Total
1.0	Phase I: Project Definition		
1.1	Project Execution Plan	LS	\$
1.2	As-built Survey of Astro Hill Watermain and Service Lines	LS	\$
1.3	Topography Survey	LS	\$
1.4	Hydrant Flow Tests (Assume 4)	LS	\$
1.5	Geotechnical Investigation	LS	\$
1.6	Environmental Site Assessment Phase 1	LS	\$
1.7	Environmental Site Assessment Phase 2 (Cash Allowance)	LS	\$
1.8	Disbursements	LS	\$
2.0	Phase II: Preliminary Design (30% Submission)		
2.1	Preliminary Engineering Report	LS	\$
2.2	Designs, Reports, Plans and Other required Submissions	LS	\$
2.3	Disbursements	LS	\$
3.0	Phase III: Design Development (50%, 90%, 100% Submission)		

3.1	Designs, Drawings, Specifications Cost Estimate, Bill of Quantities and other required Submissions for 50% Design	LS	\$
3.2	Designs, Reports, Plans and Other required Submissions for 90% Design	LS	\$
3.3	Designs, Reports, Plans and Other required Submissions for 1000% Design	LS	\$
3.4	Disbursements	LS	\$
4.0	Phase IV: Tendering Support		
4.1	Tender Support Services	LS	\$
5.0	Phase V - Contract Administration, Site Inspection and Engineering Support Services		
5.1	Project Management (Assume 50 hours)	LS	\$
5.2	Contract Administration (assume 250 hours)	LS	\$
5.3	Site Inspection Services (assume 1200 hours)	LS	\$
5.4	Engineering Support Services (assume 200 hours)	LS	\$
5.5	Site Inspection Disbursements	LS	\$
6.0	Phase VI– Closeout Phase		
6.1	Closeout and Warranty/Deficiency Services (Assume 40 hours)	LS	\$
6.2	Supply of As Built Records (including hardcopy and digital files) and Supply of Project History File	LS	\$
6.3	11 Month Warranty Inspection (Subject to City confirmation)	LS	\$
COST SUBMISSION SUMMARY			
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)



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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.) 2023	Hourly Rates (\$/hr.) 2024	Hourly Rates (\$/hr.) 2025
Principal / Project Sponsor				
Project Manager				
Project Engineer				
CAD Designer				
Administrative Support				
Site Inspector				
Water Modeler				
Civil Engineer				
Contract Administrator				
Administrative Support				
Proponent to add Proposed Team Members				

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

END OF APPENDIX A

APPENDIX B – SUPPLEMENTARY CONDITIONS

Amend the General Conditions as follows:

Add SC1 Confidentiality

SC 1 Confidentiality

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

Add SC2 Conflicts of Interest

SC 2 Conflicts of Interest

The Consultant and the Consultant's employees:

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

Add SC3 Project History File

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 DMAF & Community Employment Benefits

As part of the City's funding obligations under the Long-Term Water project (through Infrastructure Canada's Disaster Mitigation and Adaptation Funding (DMAF)), the following conditions will apply to this contract engagement:

1. The Consultant will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the City of Iqaluit has the contractual right to audit them.
2. All applicable labour, environmental, and human rights legislation is respected.
3. Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by the law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.
4. As part of the City's project funding obligations and to encourage planned initiatives to recruit, hire and train members of federal Target Groups, the successful Proponent will be required to report annually on Community Employment Benefits (CEB) for three (3) federal Target Groups identified

below. The successful proponent will also be required to report total cumulative hours worked by all workers engaged on the project (including subcontractors and administrative employees) through to project completion. The Three (3) Target Groups are:

<i>Target Group</i>	<i>Definition</i>	<i>CEB Annual or Contract Reporting Requirement</i>
<i>Indigenous Peoples</i>	<i>Self-Identified</i>	<i>Total Hours Worked for Individual Target Group</i>
<i>Women</i>	<i>Self-Identified</i>	<i>Total Hours Worked for Individual Target Group</i>
<i>Persons with disabilities</i>	<i>Self-Identified</i>	<i>Total Hours Worked for Individual Target Group</i>

END OF APPENDIX B

APPENDIX C – SUB-CONSULTANT LIST

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

Table C1 List of subconsultants

Consultant Name	Project Office Address	Discipline

END OF APPENDIX C

APPENDIX D – INFORMATION PROVIDED BY THE CITY

This schedule forms part of the contract for consulting services for Astro Hill Infrastructure Upgrades. The City will provide the following information to the Consultant:

1. Municipal Design Guidelines, City of Iqaluit – 2005
2. Good Building Practices Guideline, Government of Nunavut – 2020
3. Preliminary Design Study – Options Analysis, Dillon - 2022
4. Design Criteria Memorandum – Dillon, 2022
5. Astro Hill – Preliminary Engineering Design Report and Drawings, Dillon – 2022
6. Astro Hill – Building Plumbing Layout (validation required)
7. Astro Hill Watermain Feasibility Study – Stantec – 2021
8. Creekside Village - Watermain Replacement Design - EXP – 2015
9. Lower Iqaluit Loop Schematic
10. Type A Water Licence – No 3AM-IQA1626 (Including Amendment No. 4)
11. Iqaluit Survey Control Monuments
12. Dillon Preliminary Engineering Report November 2022

END OF APPENDIX D



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APPENDIX E – CITY OF IQALUIT SERVICES AGREEMENT

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

AND: <INSERT CONSULTANT NAME>
(hereinafter referred to as the "Consultant")
OF THE SECOND PART

WHEREAS the CITY OF IQALUIT has requested the Consultant to provide engineering services for the
<insert project name/ contract title>;

AND WHEREAS the Consultant has agreed to provide such services to the CITY OF IQALUIT in its proposal
dated <insert proposal date>;

AND WHEREAS the CITY OF IQALUIT and the Consultant wish to set out the terms and conditions relating
to the provision of such services;

THEREFORE the CITY OF IQALUIT and the Consultant agree as follows:

1. SERVICES AND PAYMENT

- 1.1 The Consultant agrees to provide to the CITY OF IQALUIT those services set out in the job description and scope of work provided on <insert proposal date>. A copy of the proposal is attached as Appendix "A".
- 1.2 The CITY OF IQALUIT agrees to pay for the services described above, a total amount not greater than <insert proposal amount>, for the provision of professional services based on the Proposal dated <insert proposal date>.

2. TERM

- 2.1. This Contract shall commence on the <insert contract start date> and terminates on the <insert contract termination date> unless otherwise terminated in accordance with the provisions of this Contract.

3. NOTICE AND ADDRESS

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



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i) If, to the CITY OF IQALUIT:

Steve England
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. 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 *
- *WHERE APPLICABLE
- e) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual



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aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.

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

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

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

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

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

FOR THE CITY OF IQALUIT:

FOR THE CONSULTANT:

Name/Title

Name/Title

Signature

Signature

Date

Date

Witness

Witness

END OF APPENDIX E



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APPENDIX F – SIGNING SHEET

I/We, agree that we have received addenda ____ to ____ inclusive, and the Proposal Pricing includes provisions set out in such addenda.

I/We confirm agreement to conform to the confidentiality requirements as indicated in Supplementary Conditions SC1 – Confidentiality.

I/We confirm agreement to conform to the conflict of interest requirements and disclosures as indicated in Supplementary Conditions SC2 – Conflict of Interest.

Signer must have authority to bind the company.

Signed, and delivered at this _____ day of _____ 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 F



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END OF RFP