



REQUEST FOR QUOTATION
AS-&-WHEN SERVICES ROAD MAINTAINANCE

BID CALL: November 6, 2024

QUOTATIONS DUE: November 15, 2024 at 3:00 PM E.S.T

2024-RFQ-155



**CITY OF IQALUIT
REQUEST FOR QUOTATION AS AND WHEN
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1.0 GENERAL

1.1 Introduction

The City of Iqaluit Department of Public Works and Engineering (the City) is issuing a Request for Quotation (RFQ) for qualified Proponents to provide services as further outlined in this RFQ document. The purpose of this RFQ is to select a qualified Proponent to undertake As-&-When services for winter road maintenance for a 7 month period starting in November, 2024.

The requirements of the submission are outlined in Section 2 of this RFQ and the scope of work is outlined in Section 7.

1.2 Purpose

The purpose of this Request for Quotation (RFQ) is to select a qualified Contractor to perform the services (“Services”) described in Section 7.

The Service Provider will plan and execute the works to the satisfaction of the City. The Contractor is required or deemed to have inspected the site and scope of works described in this RFQ and understands the services required.

1.3 Definitions

In this RFQ the following definitions shall apply:

“City” or “Owner” means City of Iqaluit;

“Contract” means a formal written agreement between the City and the successful Bidder to undertake the services, the preferred form of which is attached as Appendix B;

“Bidder” means an entity that submits a Bid;

“Bid” or “Submission” means a Bid submitted on response this RFQ;

“RFQ” means Request for Quotation;

“Site” means the place or places where the services are to be performed; “Successful Bidder” means the Bidder selected to enter into negotiations for a contract

2.0 INSTRUCTIONS TO BIDDERS

2.1 Submission

Bidders must submit electronic (PDF) copies of their Bid(s) by electronic submission (PDF format), through MERX or via Email by **3:00pm EST on November 15, 2024**.

MERX can be accessed via the following link - <https://www.merx.com/>.



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Proponents must address bids to:

**City of Iqaluit
Joseph Brown
Director of Public Works
100-1085 Mivvik Street
Iqaluit, Nunavut, X0A 3H0**

Submissions should be clearly marked in the subject line with “**2024-RFQ-155- Road Maintenance - Proponent Name**”.

The total size of email submissions should be less than 9MB in size to facilitate delivery and adequate time must be allowed for delivery. It is the Bidder’s responsibility to confirm successful receipt of the email submission prior to the deadline.

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

2.0 Inquiries and Amendments

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

**Adrian Blanchard
Superintendent of General Operations
City of Iqaluit
Email: A.Blanchard@iqaluit.ca**

And

**Oghenerugba Ugboduma
Project Officer of Engineering and
Capital Projects
City of Iqaluit
Email: O.Ugbod@iqaluit.ca**

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

The deadline for submitting inquiries will be on **Tuesday, November 12, 2024** at **3:00pm EST**.

2.1 Bidder Requirements

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

2.2 Opening of the Bids

There will be no public opening of the Bids.

2.3 Intended RFQ Process Schedule



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The City estimates the schedule for the Request for Quotation process milestones will be as per **Table 1** below

Table 1 RFQ Process Schedule

Milestone	Date
Issue RFQ	November 6, 2024
Last Day for Proponent Questions	November 12, 2024
RFQ Closes – Submission Deadline	November 15, 2024
Evaluation/ Determination of Successful Bidder	November 18, 2024
Approvals and Contract Creation/ Circulation for Signatures	November 21, 2024
Contract Start	November 25, 2024
Contract End	June 30, 2025

2.4 Validity of Offer

Quotations shall remain open for acceptance for a period of not less than sixty (60) days from the closing date of this RFQ.

3.0 TERMS AND CONDITIONS

- 3.1. Submission of a Bid constitutes acknowledgement that the Bidder has read and agrees to be bound by all the terms and conditions of this RFQ.
- 3.2. The City will not make any payments for the preparation of a response to this RFQ. All costs incurred by a Bidder will be borne by the Bidder.
- 3.3. This is not an offer. The City does not, by virtue of this Bid call, commit to an award of a Bid, nor does it limit itself to accepting the lowest price or any Bid submitted, but reserves the right to award this Bid in any manner deemed to be in the City's best interest.
- 3.4. Bidders may not amend their Bid after the closing date and time but may withdraw their Bid at any time prior to acceptance by the City and issuing of a Letter of Intent.
- 3.5. The City has the right to cancel this RFQ at any time and to reissue it for any reason whatsoever, without incurring any liability and no Bidder will have any claim against the City as a result of the cancellation or reissuing of the RFQ.
- 3.6. The City will not consider any Bid that does not indicate the RFQ reference, and the Bidder's name.
- 3.7. The City will not consider any Bid that is delivered to any address or in any manner other than that provided in Section 3.0 of this RFQ.
- 3.8. If a contract is to be awarded as a result of this RFQ, it will be awarded to the Bidder whose Bid 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.

If the City decides to award a contract based on a submission received in response to this RFQ, the Successful Bidder(s) will be notified of the intent to award in writing, and the Bidders will not acquire any legal or equitable rights or privileges whatsoever until a Contract is signed by both parties.

- 3.9 Any resulting 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 Quotation, the accepted bid as well as such other terms as may be mutually agreed upon, whether arising from the accepted bid or as a result of any negotiations prior or subsequent thereto. The City reserves the right to negotiate modifications with any Bidder who has submitted a Bid.
- 3.10 A copy of the Services Agreement is included in RFQ.
- 3.11 Any amendment made by the City to the Request for Quotation will be issued in writing and sent to all who have received the documents in accordance with Section 2.0.
- 3.12 The Bid and accompanying documentation submitted by the Bidders are the property of the City and will not be returned.
- 3.13 Bidders must acknowledge receipt of any addenda issued by the City in their Bid.
- 3.14 Bidders shall disclose in its Bid any actual 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.
- 3.15 Bidders and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this RFQ, other than the City Representative named in Section 2.0, at any time prior to the award of a contract or the cancellation of this RFQ.
- 3.16 If an arithmetical error is identified in the submitted Bid between any individual price and the price extension (e.g. Unit Price x Quantity of Units), the individual price shall govern. The price extension and the total Bid amount will be corrected accordingly



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4.0 BID REQUIREMENTS AND EVALUATION

4.1 Evaluation Process

Bids will be evaluated in two stages:

4.1.1 Evaluation of Mandatory Requirements

Bidders that do not meet the mandatory criteria will be rejected (refer to Section 4.2 below).

4.1.2 Financial Evaluation

Financial evaluation of cost criteria will be conducted after all mandatory requirements have been successfully met.

4.1.3 Selection

The City will rank the Bids by cost. The lowest bidder that has met the mandatory requirements will be the Preferred Bidder. The Preferred Bidder's Bid will be recommended for award of a contract.

4.2 Mandatory Requirements

Bidders must satisfy the following mandatory requirements in their Bid in accordance with the requirements of this RFQ. Bidders shall submit the following:

- a) Appendix A– Labour & Equipment Rates;

Failure to submit the required items identified above may render the submission incomplete and disqualify the Bidder.

5.0 SUCCESSFUL BIDDER REQUIREMENTS

5.1 Workers' Safety and Compensation Commission Certificate of Clearance

The successful Bidder shall provide the City with a valid Workers' Safety and Compensation Commission Certificate of Clearance to the satisfaction of the City.

5.2 Time for Completion

The successful Bidder shall Substantially Perform the work by June 30, 2025.

The successful Bidder acknowledges that time shall be deemed to be of the essence of the



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Contract. For the Bidder's purpose of establishing a schedule for the Work, it is anticipated that the Contract Award will be complete 7 days after the opening of Bids by the City, and then Commence Work Order will be issued 3 business days after the

Contract Award is complete. Milestone dates associated with the Contract will be adjusted, when possible, due to any delays caused by the City during the Contract Award and/or issuance of the Commence Work Order.

The Contract general timelines have been identified below.

ACTION	DATE
Contract Start	November 25, 2024
Contract End	June 30, 2025

5.3 Submission of Documentation

The successful Bidder shall submit the documentation required by Section 5.1 and 5.2 within five (5) working days of the day the City notifies the successful Bidder that the documentation should be sent to the City.

If the successful Bidder fails to comply with the requirements in Section 5.1 the City may, in its sole discretion, withdraw its acceptance of the Bid and the Bidder shall have no recourse whatsoever against the City.

5.4 Commencement of the Work

The successful Bidder shall not commence the Work until it has received a Commence Work Order issued by the City

6.0 PAYMENT PROCEDURES

6.1 Terms of Payment

The following terms and conditions apply to payment for this contract:

6.1.1 The Contractor shall be reimbursed on a monthly basis in accordance with the figures provided in the Labour and Equipment rate. Invoices shall be clearly itemized in accordance with services provided as well as dates of services provided.

- The invoice shall include the following:
- the project title;
- the Service Contract number;
- the Work Order/ Call-up reference number;
- a description of the work completed, which includes as a minimum:
 - Date(s) services performed
 - Location services provided
 - Time arrived on site / Time left site / Total hours (per position/ equipment)

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- and a billing summary

6.1.2 All invoices shall be directed to the identified below:

Adrian Blanchard
Superintendent of General Operations
City of Iqaluit
Email: A.Blanchard@iqaluit.ca

And

Accountspayable@iqaluit.ca

- 6.1.3 No payment will be made for the cost of work incurred to remedy errors or omissions for which the Contractor is responsible.
- 6.1.4 Compensation for any additional work, not described in the Work Order / Call-Up, ***must be approved in writing or phone call by Superintendent of General Operations***, prior to the work taking place. Additional work not approved by the Superintendent of General Operations will not be paid.
- 6.1.5 Additional work outside the scope of services identified in contract will be completed per the unit rates established within the contract. Additional work ***must*** be approved by the Superintendent of General Operations in writing or phone call before work may commence in the field.
- 6.1.6 All invoices are to be submitted to Superintendent of General Operations for review, approval, and processing.
- 6.1.7 The Contractor will be allowed to carry a maximum mark-up of 15% on materials and parts (not listed in Appendix A) to execute the scope of work outlined in the Work Order/ Call-up. Back-up documentation (i.e. material supplier quotations, third-party suppliers/ vendors quotations, etc.), ***must*** be submitted with the monthly invoice. The monthly invoice must clearly identify proponent mark-up of 15% on top of supplied materials and/or parts.
- 6.1.8 All invoices ***must*** include backup timesheets (daily work record) that have been previously reviewed and approved by Superintendent of General Operations

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7.0 TERMS OF REFERENCE

Scope of Services

- **Snow Clearing Services**
Ensure the safe and accessible passage of vehicular/pedestrian walkway by removing snow from all designated roadways and transporting it to approved disposal sites.
- **Sanding Services**
Apply sand or other approved de-icing materials to designated roadways and high-traffic intersections to prevent ice formation. All sand and de-icing materials required for roadway treatment will be supplied by the City.

Emergency Response and 24/7 Availability

- **24/7 On-Call Services:** Provide round-the-clock availability for emergency snow clearing or sanding services in response to sudden snowstorms or hazardous road conditions.
- **Rapid Response:** Have resources ready to deploy within 1 hour of notification during critical weather events.
- **Emergency Contacts:** Maintain a direct line of communication with the Superintendent of general operations for real-time coordination.

Monitoring and Reporting

- **Documentation and Reporting:** Maintain detailed logs of each snow clearing and sanding activity, including time, date, location, equipment used, and materials applied.
- **End-of-Season Report:** Provide a summary report at the end of the winter season, including service logs, material usage, and recommendations for improvements.

Compliance and Safety Standards

- **Equipment Safety Standards:** Ensure all equipment is inspected, maintained, and certified for winter operation. Operators must be trained in winter maintenance and safety protocols.
- **Environmental Compliance:** Follow environmental guidelines for snow disposal, material application, and equipment operations to minimize ecological impact.

Performance Expectations

- **Clearance Standards:** Road surfaces should be cleared to bare pavement or a specified level of snow thickness given by the Superintendent of General Operations. Any areas treated with de-icing materials should show minimal ice within a set period.
- **Safety Compliance:** All activities must prioritize the safety of the public and minimize disruptions to traffic flow.



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Requirements

The following requirements must be adhered to:

- Required services will be coordinated through the Superintendent of General Operations or their designate, by means of a **Work Order / Call-up**. Call-ups will be issued on an as-and-when basis, depending on the need for services.
- The Contractor will be required to respond to the Work Order / Call-Up within 1 hour of being issued. The Contractor will be required to assess the scope of work, based on the information submitted in the Work Order / Call-Up, and provide a quotation for services based on the unit rates established in the contract. The cost quoted will establish the maximum upset limit for work that will be performed on a time and materials basis. The quotation must include cost for labour and equipment.
- The Contractor will be required to submit daily work records at the end of the shift to the Contract Manager. The daily work record is to identify at a minimum:
 - Date
 - Work Order / Call-Up Reference #
 - Site location
 - Time arrived on site
 - Time left site
 - Total number of hours
 - Number of labourers/ crew on site
 - List of equipment on site (make, model), along with hours of operation
 - Material and quantities used on site
 - Description of tasks performed
- The daily work record / timesheet must be reviewed and approved by the Superintendent of General Operations prior to invoicing.
- The City will not be responsible in any way for the Contractor's equipment that may be damaged or lost by fire, theft or accident.



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APPENDIX A – COST SUBMISSION FORM

Date: _____

Project Name: **As and When Road Maintenance**

I/We, _____
 (Company Name)

Of _____
 (Business Address)

have fully examined all the conditions affecting the Work. I/we have also carefully examined all documents prepared for this Contract including Addenda thereto; and hereby offer to furnish all labour, materials, plant, equipment and services for the proper execution and completion of the items listed below, in accordance with the Contract Documents, including all Addenda thereto which are acknowledged hereinafter for the above project for the sums separately indicated as follows:

LABOUR and EQUIPMENT DESCRIPTION		
POSITION		HOURLY RATE
1.	Dump Truck with Operator	\$
2.	Sand Truck with Operator	\$
3.	Loader snow plough with Operator	\$
TOTAL:		\$

*Note : The City may require multiple units of the same labour and equipment for a Call-up/Work Order. Any additional labour and equipment needed will be billed at the same rate specified above.



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APPENDIX B – CITY OF IQALUIT SERVICES AGREEMENT

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

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

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

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

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

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

1. SERVICES AND PAYMENT

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

2. TERM

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

3. NOTICE AND ADDRESS

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



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i) If, to the CITY OF IQALUIT:

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

Reference:

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 enure 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 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.



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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.



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- b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Consultant's employees engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (d) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
- c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Consultant and used by the Consultant in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
- d) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:
- Products & Completed Operations Liability *
 - Consultant's Protective Liability
 - Blanket Contractual Liability
 - Broad Form Property Damage
 - Personal Injury Liability
 - Cross Liability
 - Medical Payments
 - Non-owned Automobile Liability *
 - Contingent Employers Liability *
 - Employees as Additional Insureds *
- *WHERE APPLICABLE
- e) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.

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

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

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.



CITY OF IQALUIT REQUEST FOR QUOTATION
AS AND WHEN ROAD MAINTENANCE
2024-RFQ-155



FOR THE CITY OF IQALUIT:

FOR THE CONSULTANT:

Name/Title

Name/Title

Signature

Signature

Date

Date

Witness

Witness

END OF SECTION