



REQUEST FOR PROPOSALS
ENGINEERING SUPPORT SERVICES (2-YEAR)

PROPOSAL CALL: MAY 2ND, 2022 12PM LOCAL IQALUIT TIME

PROPOSALS DUE: MAY 31ST, 2022 AT 3PM LOCAL IQALUIT TIME

2022-RFP-032

1. GENERAL

1.1 Introduction

The following is a Request for Proposal (RFP) for Engineering Support Services for the City of Iqaluit for a two-year period starting in June 2022.

The requirements of the submission are outlined in Sections 2 and 3, and the objectives, scope of work and deliverable of the project are outlined in the Terms of Reference in Section 5.

1.2 Background Information

1.2.1 Location

Iqaluit is the capital of Nunavut and is located at the south end of Baffin Island, Frobisher Bay 64°31'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 in the summer.

1.2.2 Geology and Terrain

Iqaluit's location is above the tree line and within the continuous 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.

1.2.3 Climate

Iqaluit has an Arctic climate with January and July high and low mean temperatures of -21.5° C/ -29.7°C (high/low) and 11.4° C/3.7° C (high/low) respectively. 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 precipitation. The prevailing winds are northwest at 16.7 km/hr.

1.3 Definitions

The City:	The City of Iqaluit, Nunavut
The RFP:	This request for professional services for the City of Iqaluit.
The Proponent:	The firm submitting a proposal in response to this RFP.
The Project:	The work and services that are described in the Terms of Reference of this RFP.
The Contract:	The City shall enter into a contract with the successful Proponent for the professional services described in the Terms of Reference of this RFP.

2 INSTRUCTION TO PROPONENTS

2.1 Submission

- a) Proponents must submit electronic (PDF) copies of their Proposal(s), emails are to be received before 3:00:00 pm EST on May 31, 2022 addressed to:

Sumon Ghosh, Director of Engineering and Capital Planning
City of Iqaluit
S.Ghosh@iqaluit.ca

Emails should be clearly marked in the subject line with “City of Iqaluit–Engineering Support Services” and the Proponent name.

Proponents shall submit a Cost Submission form identifying the corresponding costs, as shown in Appendix A.

- b) 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 Proponent’s responsibility to confirm successful receipt of the email submission prior to the deadline. The final decision on whether to accept late Proposal is at the City’s discretion.
- c) Technical and Commercial submissions shall be submitted in separate files. Bidders shall submit a Cost Submission form identifying the corresponding costs. Other than inserting the information requested, a Tenderer may not make any changes to the cost submission forms in Appendix A. Any Proposal containing such changes, whether on the face of the form or elsewhere in the Proposal, may be disqualified.

2.2 Inquiries and Amendments

All inquiries concerning this Request for Proposal are to be directed to:

Sumon Ghosh
Director of Engineering and Capital Planning,
City of Iqaluit
Phone: 867-979-5636
E-mail: S.Ghosh@iqaluit.ca

To ensure consistency and fairness to all proponents, all firms who have received the Request for Proposal will receive any information with respect to significant inquiries in the form of written amendments or clarifications. Verbal explanations or instructions will not be binding.

The deadline for submitting inquiries is **May 31st, 2022** at 3:00 p.m. local Iqaluit time.

2.3 Proponents Requirements

The successful proponent must have a valid City of Iqaluit Business License prior to commencement of the project.

2.4 Terms and Conditions

- 2.4.1 *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 Proposals.*
- 2.4.2 *The City will not make any payments for the preparation of a response to this Request for Proposals. All costs incurred by a proponent will be borne by the proponent.*
- 2.4.3 *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.*
- 2.4.4 *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 of a Letter of Intent.*
- 2.4.5 *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.*
- 2.4.6 *The City will not be responsible for any proposal that does not indicate the Request for Proposal reference, and the proponent's name.*
- 2.4.7 *The City will not be responsible for any proposal that is delivered to any address other than that provided in Section 2.1 of this RFP.*
- 2.4.8 *If a contract is to be awarded as a result of this Request for Proposal, it will be awarded to the proponent whose proposal, 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.*
- 2.4.9 *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 whatever until the contract is signed by both parties. [In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.*
- 2.4.10 *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 Proposals, 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.

- 2.4.11 *A copy of the Services Agreement is included as Appendix 'B'.*
- 2.4.12 *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.*
- 2.4.13 *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.*
- 2.4.14 *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.*
- 2.4.15 *The proposal and accompanying documentation submitted by the proponents are the property of the City and will not be returned.*
- 2.4.16 *Proponents must acknowledge receipt of any addenda issued by the City in their proposal.*
- 2.4.17 *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.*
- 2.4.18 *Proponents and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this RFP, 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 RFP.*

2.5 Validity of Offer

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

3 PROPOSAL REQUIREMENTS AND EVALUATION

The Proposal shall include all the information required to rate the proposal, including the cost component.

The Proposal will be used to evaluate the proponent's understanding of the project and methodology, and ensure they propose to meet the Terms of Reference and provide the required deliverables. It will also be used to evaluate the proponent's experience, and project team.

The requirements of this project are outlined in the Section 5 -Terms of Reference.

3.1 Understanding of the Project

The proponent shall demonstrate an understanding of the objectives of the work, technical requirements, constraints, selection of resources, and any special considerations associated with the services. The proponent shall provide a description of the services and technical requirements, highlighting those that are of particular significance to the delivery of the services.

3.2 Proposed Candidates

Engineer

The proponent shall present the proposed candidate for the services. The proponent should demonstrate the experience and qualifications of the proposed candidate to provide the services to fulfill the objectives and scope of work of this project as set out in the terms of Reference. Curriculum vitae for the proposed candidate shall be included. Information provided should include:

- Name
- Education (relevant)
- Employment History
- Description of experience relevant to this project
- Licensing, certification and or authorization
- References

The City is looking for an Engineer with the following minimum qualifications:

- Bachelor's Degree in Engineering from an accredited university (Civil Engineering preferred),
- Municipal experience – review of development applications, particularly site servicing, road and drainage plans and provide recommendations, review engineering reports and drawings related to municipal infrastructure and provide recommendations, interact with external stakeholders for water license renewal and reporting (a more detailed scope is provided under section 5.2),
- 5 years' management experience with municipal infrastructure, and
- Registered as a Professional Engineer in a Canadian jurisdiction with eligibility to become a member of Nunavut Associate of Professional Engineers and Geoscientists.

3.3 Description of Project Approach

The proponent shall provide a written description (1 page maximum) of how the proposed candidate plans to use their skills and experience to meet the needs of the City and what their approach will be. This section should discuss issues that may be encountered and how they would be addressed. It is also an opportunity to demonstrate and showcase how the proponent's skill set can be used to meet the project requirements.

3.4 References

As part of the evaluation of the submission, the City shall review the proponent's references from other clients for similar projects/positions. A minimum of three references must be given.

3.5 Costing

The costing submission will be submitted in a separate file from the technical submission. This file must be clearly labelled "**COSTING SUBMISSION**" and include the project title. Failure to clearly label this file may result in the proposal not being accepted. The costing submission should clearly identify a Total Fixed Fee with GST shown separately and an estimated cost for flights for the duration of the contract. All disbursements, other than flight costs to and from Ottawa or equivalent, will be considered to be part of the Total Fixed Fee. No additional invoicing for disbursements, other than flight costs, shall be accepted. At no time shall the Total Fixed Fee be exceeded without prior written authorization from the City of Iqaluit.

The Fixed Fee shall include a standard work week of 40 hours and any other personal expenses that the proponent will incur and will be seeking reimbursement for during the project duration, including personal travel costs and living expenses. Expenses or disbursements expended, with prior approval, and as a direct result of the Project work and in the Proponent's duties under the contract shall be reimbursed by the City in accordance with existing policies for City employees and are not part of the scope of this project.

The normal duties of the Engineer include occasional attendance at meetings outside of normal working hours (Council Meetings, Committee Meeting, Public Open Houses, etc.). The time required for these activities should be included in the standard work week identified above and would not be considered for additional payment.

3.6 Inuit Content

In compliance with Article 24 of the Nunavut Land Claims Agreement (NLCA), the City will provide consideration for the proponent's use of goods and services from Inuit sub-contractors and suppliers, and for the employment of Inuit in delivering the contract. Inuit Firms shall be defined as a firm registered with the NNI Inuit Firm Registry Database.

3.7 Evaluation of Proposals

Evaluations of references may only be performed on the three proponent submissions with the top scores.

The evaluation of the proposals shall be based on the factors presented as follows in Table 1.

Table 1 EVALUATION RATING TABLE		
Rating Factors		Weight Factor
1. Understanding of the Project		5
2. Qualifications and Experience of Proposed Candidate		30
3. Availability of Proposed Candidate		10
4. Description of Project Approach		15
5. References		10
Subtotal Technical Submission		70
7. Cost of Services		15
8. Inuit Content	Inuit Labour	10
	Inuit Firms	5
TOTAL		100

4 TERMS OF PAYMENT

The consultant shall be reimbursed on a monthly basis for works completed.

Each invoice shall include the project title, the Service Contract number, a description of the work completed, and a billing summary. The summary shall include the tasks as set forth in the costing submission (if applicable), the proposed costs and costs to date, and percentage invoiced to date.

Any requests to change terms of the contract must be made in writing to the Director of Engineering and Capital Planning for review. At no time shall the contract upset limit be exceeded without prior written authorization from the City of Iqaluit.

5 TERMS OF REFERENCE

5.1 Background

The Engineer reports to the Director of Engineering and Capital Planning and manages the day-to-day Department processes. The Engineering and Capital Planning Department consist of the following positions: One director, one manager and two project officers. The City of Iqaluit would like enter into a contract for Engineering Support Services for a period of two years (24 months, starting in June 2022). The successful candidate will be provided with a transition package, which summarizes ongoing and upcoming departmental projects/work and outlines next steps.

The City of Iqaluit plans to expend approximately \$60 to 100M each year on Capital Improvements during the period 2022-2026 on a variety of projects and capital purchases, including: improvements to public facilities, drainage and roadways, and water and sewer collection and distribution piping and facilities, and solid waste management facility and mobile equipment purchases such as water and sewer hauling trucks, heavy civil equipment, and sanitation equipment. To facilitate the spending of these funds, and to ensure the successful completion of projects, a portion of the planned spending on each major capital project will go towards project management. A contract for Project Management (PM) services for the implementation of the projects under the Capital Plan will be awarded in early 2024.

5.2 Scope of Services

5.2.1 Engineering Support Services

Reporting to the Director of Engineering and Capital Planning, the Engineer's responsibilities include, but are not limited to the following:

- Plan, coordinate and schedule departmental activities,
- Assist the Director with the development of Capital Plans and submissions and reporting to City Council and government agencies.
- Overseeing the implementation of the City's Capital Spending Plan, including:
 - Overseeing the development of Requests for Proposal and Tendering processes as required for capital projects;
 - Overseeing completion of on-going projects;
 - Weekly reporting to the Director.

Perform development reviews

Collaborate with the Planning and Development department regularly

Monitor and report on City water levels and water loss

- Complete regulatory reporting (i.e. to Nunavut Water Board, Crown Indigenous Relations and Northern Affairs Canada, Environment and Climate Change Canada, etc.);

- Present information to Council and the Engineering Committee of the Whole as required (information items, project updates, Request for Decisions, etc.);
- Oversee Water License application process, as required;
- Coordinate engineering development reviews as required;
- Oversee implementation of City Health and Safety policies for staff and contractors;
- Manage budget and financial reporting as required by Department of Finance and funding agencies;
- Prepare and submit funding application for Capital Projects as assigned
- Develop project plans in cooperation with Operations divisions and other City Departments, as required;
- Develop the annual Engineering operations and capital budgets;
- Manage consulting contracts on behalf of the City, including review reports from consulting engineers and administering consultant agreements;
- Manage City permitting processes (e.g. Utility connection permits, road cut permits, road closure permits etc.);
- Manage filing for all Engineering files (electronic and hard copy);
 - Provide technical advice and recommendations to the Director and department staff of other departments
 - Prepare Request for Decision documents for City Council as the request of the Director.
-

5.2.2 Travel and Attendance in Iqaluit

The Engineer must spend a minimum of 12 weeks out of each year residing in Iqaluit. The cost of flights will be reimbursed from Ottawa to Iqaluit only. Any additional cost incurred by the proponent to get to Ottawa from elsewhere in Canada will not be considered for reimbursement.

5.3 Deliverables

The following deliverables will be required as part of the Project:

- Bi-weekly project summary reports submitted to the Director of Engineering and Capital Planning, providing updates and noting key decisions that need to be made;
- Monthly detailed reports submitted to the Director of Engineering and Capital Planning, describing project risks and proposed mitigation measures, detailed project status summaries, costs incurred to date, budget information, anticipated completion dates, and percentage complete for each project;
- Transition report submitted at the end of the contract which summarizes completed works and status of on-going works; and,
- Files accumulated for the duration of the Project (electronic and hard copy). For electronic files stored on the City's computer network, provide a separate electronic copy and include a summary report indicating the location of files and

outlining the file structure for easy reference. Hard copy files should be original documents where they exist.

6 RFP SCHEDULE

DATE	ACTION
MAY 2 , 2022	• RFP POSTED
MAY 20, 2022	• DEADLINE FOR SUBMITTING INQUIRIES
MAY 27, 2022	• DEADLINE FOR NOTIFICATION OF EMAILED SUBMISSIONS
MAY 31 2022	• CLOSING DATE FOR RFP
JUNE 15, 2022	• AWARD DATE

Appendix A - Cost Submission Form

Proponent Name: _____

Proponent 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*. Fees should be for 12 months of services. Accommodations in Iqaluit will be provided by the City of Iqaluit.

Project Category	Proposed Fee
1. Engineer – for Engineering Support Services	\$ _____
2. Disbursements	\$ _____
SUBTOTAL (Items 1 &2):	\$ _____
Applicable Taxes (GST):	\$ _____
TOTAL FIXED FEE (Incl. GST):	\$ _____

**All disbursements, other than flights between Iqaluit and Ottawa, shall be included in the associated Lump Sum costs above*

Proponent Representative

Name: _____ Sign: _____ Date: _____

Appendix B – City of Iqaluit Services Agreement

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: ###
(hereinafter referred to as the "Consultant")

OF THE SECOND PART

WHEREAS the CITY OF IQALUIT has requested the Consultant to provide certain services in a Request for Proposal (RFP) dated ##### and titled "#####";

AND WHEREAS the Consultant has agreed to provide such services to the CITY OF IQALUIT in its response to the Request for Proposal (Proposal) dated #####;

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 Terms of Reference of the Request for Proposal for #####. A copy of the RFP 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 ##### plus GST, for the provision of professional services based on the Proposal dated ##### and as attached in Appendix "B" hereto.

2. TERM

- 2.1. This Contract shall commence on the ##st of #####, ##### and terminates on the ##st of #####, ##### 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:

i) If, to the CITY OF IQALUIT:

####

Reference:

ii) If to the Consultant at:

####

- 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 (e) 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.



REQUEST FOR PROPOSAL
ENGINEERING SUPPORT SERVICES (2-YEAR)



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:

Name/Title

Signature

Date

Witness

FOR THE CONSULTANT:

Name/Title

Signature

Date

Witness