



REQUEST FOR PROPOSALS

**PROJECT MANAGEMENT SERVICES FOR LONG TERM WATER SUPPLY
PROJECT**

PROPOSAL CALL: SEPTMEBER 29TH, 2022 3PM LOCAL IQALUIT TIME

PROPOSALS DUE: OCTOBER 21ST, 2022 AT 3PM LOCAL IQALUIT TIME

2022-RFP-036

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.

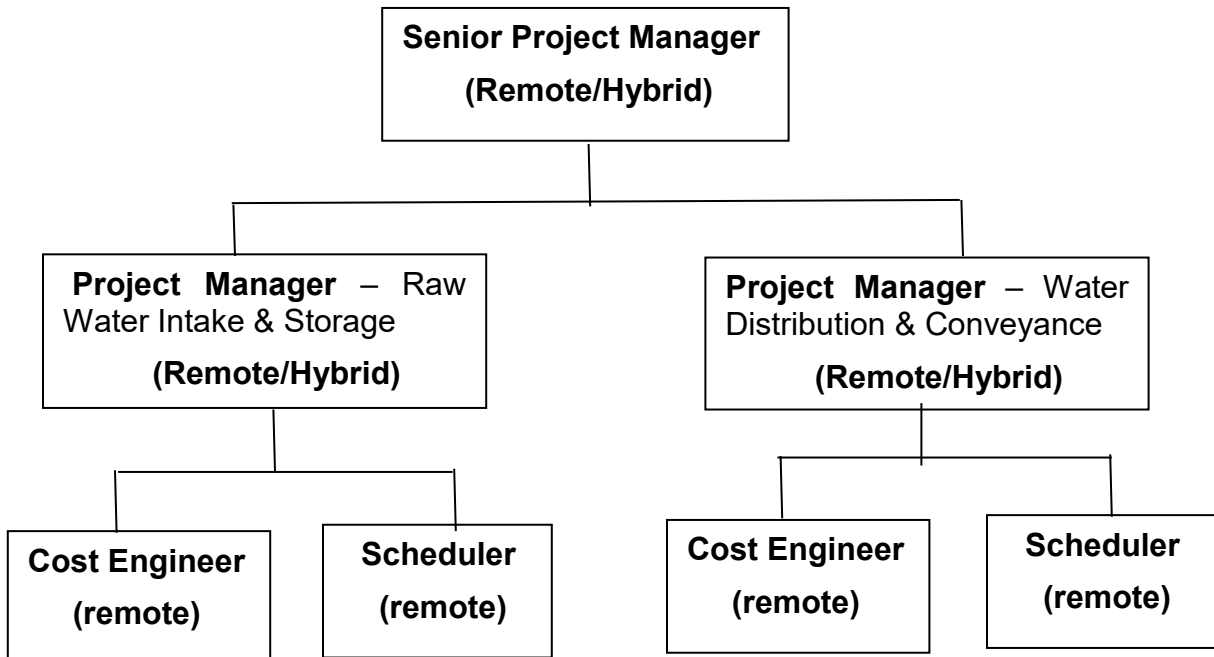
The requirements of this project are outlined in the Section 5 -Terms of Reference.

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 successful delivery of the projects.

3.2 Proposed Candidates

To address the scope and objectives of the project, the City is seeking a Project team consisting of a **Senior Project Manager**, two **Project Managers**, two **Cost Engineers**, and two **Schedulers**. The Senior Project Manager and two Project Managers should be dedicated to the project(s) full time from the start of the contract. The Cost Engineers and Schedulers will not be required during the design phase but should be dedicated to the project(s) full time only during the construction phase of the project. The breakdown of the group is shown below. While Senior Project Manager and Project Managers can work remotely or in hybrid mode, each Project Manager should be stationed in Iqaluit for 12 weeks in a year during the construction phase of the project. This may result in 12 trips in a year for each Project Manager. No rotational services will be accepted for the positions based in Iqaluit. A proposed project organization structure is shown below.



Project Manager (s)

The proponent shall present two (2) proposed candidates for the services. The proponent should demonstrate the experience and qualifications of the proposed candidates 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 candidates 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 two Project Managers with the following minimum qualifications:

- Bachelor's Degree in Diploma in Engineering from an accredited university or community college (Civil, Mechanical or Environmental Engineering preferred),
- Water Resources Management/Engineering experience – 5+ years' management/ engineering experience with municipal/ water infrastructure, involved in the planning and management of water supply and distribution systems, construction work for water pipelines – review engineering reports and drawings related to water supply/distribution infrastructure, and provide recommendations
- Experience preparing project charters, project management plans, risk management plans, monitoring and evaluating progress of works, processing progress payments, preparing change orders and reporting financial progress
- Experience in contract administration, performing site inspections, establishing field mobilization plan and safety plan and documentation for quality assurance
- Experience in leading meetings and recording minutes
- Sound communication skills while dealing with internal and external stakeholders
- Prior experience in contracts management and risk management of projects valued at \$50 million and above
- Registered as a Professional Engineer in a Canadian jurisdiction with eligibility to become a member of Nunavut Associate of Professional Engineers and Geoscientists **OR** CET designation.
- Project Management Professional (PMP) Certification will be an asset

Cost Engineer (s)

The proponent shall present two (2) proposed candidates for the services. The proponent should demonstrate the experience and qualifications of the proposed candidates 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 candidates 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 two Cost Engineers with the following minimum qualifications:

- Bachelors or Associate Degree in a professional discipline related to municipal infrastructure planning
- 2 to 5 years' experience with municipal/ water infrastructure projects, involved in the planning, development of cost schedules and cost control
- Experience in preparing progress status reports monitoring planned value, earned value and actual cost
- Prior experience of preparing cost estimates, item rate analysis and review of change orders
- Prior experience with preparation of budgets, financial reporting and cash flow projections to funding agencies from federal and provincial/territorial government
- Experience in working with technical teams to help monitor project financial progress and mitigate any challenges,
- Project Management Professional (PMP) Certification – Preferred but not required

Project Scheduler (s)

The proponent shall present two (2) proposed candidates for the services. The proponent should demonstrate the experience and qualifications of the proposed candidates 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 candidates 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 two Schedulers with the following minimum qualifications:

- Bachelors or Associate Degree in a related field from an accredited university,
- Project Scheduling Experience – 2 to 5 years' experience in project coordination and planning. Experience with preparing, reviewing and analyzing complex schedules and providing reports and advice to project stakeholders
- Experience recording project progress, capturing any impacts or delays to schedule
- Field experience working in large-scale engineering projects
- Project Management Professional (PMP) Certification is required
- Experience with using MS Project or any relevant scheduling software in the heavy civil industry

3.3 Description of Project Approach

The proponent shall provide a written description (3-page maximum) of how the proposed candidates plan 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 per candidate 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 entire duration of the contract only for the position of Senior Project Manager. 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 proponent shall also provide in a separate tables the yearly fee breakdown and the proposed hourly rate for each staff on this project. 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 Project Managers 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.

The design and development phase of the project is expected to extend till May 2024. During this phase, the Senior Project Manager and Project Managers shall work remotely full time on the project but shall attend to all related city projects meetings in person in Iqaluit, as and when required. It is estimated that four such meetings will be required till the end of the design phase in May 2024. During the design and development phase of the project, Cost Engineers and Schedulers will not be deployed.

During the construction phase from June 2024 to October 2027, Cost Engineer and Schedulers will work remotely but be dedicated full time to the project. During this phase, each Project Managers, should be stationed in Iqaluit for 12 weeks in a year. This will likely result in monthly visits of each Project Managers which can be discussed with the City and finalized upon contract award. While boarding and lodging during this phase will be the responsibility of consultant, office accommodation will be provided by City.

No escalation of proposed rates for staff will be admissible to the City over the duration of the project.

3.6 Inuit Content

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 Candidates		30
3. Availability of Proposed Candidates		10
4. Description of Project Approach		15
5. References		15
Subtotal Technical Submission		75
7. Cost of Services		15
8. Inuit Content	Inuit Labour	5
	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.

Figure 2: Concept Plan for Raw Water Conveyance and Storage

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As envisaged, the “Long Term Water Supply Project” for Iqaluit will primarily have the following four major work components.

- Component 1: Raw Water Extraction
- Component 2: Raw Water Conveyance
- Component 3: Raw Water Storage
- Component 4: Upgrades and renovation to existing water distribution system

The City of Iqaluit plans to expend approximately \$214 million on its water supply infrastructure to address the challenges of a growing population faced with adverse climate changes affecting the sources of water. The Lake Geraldine reservoir is not sufficient to supply nor store the amount of water needed to support the current growth rate of the city, so additional water resources and storage are needed. The project schedule for the Long Term Water Supply project is as follows:

- Design (2022-2023)
- Permitting (Water license amendment) (2023-2024)
- Construction (2024-2027)
- In Service (2027)

To ensure smooth and successful execution 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 project under the Capital Plan will be awarded in October 2022.

5.2 Scope of Services

5.2.1 Project Management Services

Reporting to the Director of Engineering and Capital Planning, the team is responsible for, but not limited to the following:

- Plan, coordinate and schedule project activities,
- Assist the Director with identification and development of work packages for Long-term Water Supply project and allocate budgets for each work package.
- Overseeing the initiation, planning, execution and planning phases of the project, including key elements:
 - Time;
 - Cost;
 - Resources
 - Scope
 - Risk
 - Quality
- 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;
- Oversee implementation of City Health and Safety policies for staff and contractors;
- Manage budget and financial reporting as required by Department and funding agencies;
- Prepare and submit funding application for the sub-projects as assigned;
- Develop project master schedule in coordination with Operations divisions and other City Departments, as required;
- Manage construction contracts on behalf of the City including site inspection
- Manage consulting contracts on behalf of the City, including review reports from consulting engineers and administering consultant agreements;
- Manage City permitting processes
- Manage filing for all project related Engineering files (electronic and hard copy) and control documents and drawings - in compliance with City's data management system;
- Provide technical advice and recommendations to the Director and department;
- Prepare Request for Decision documents for City Council as per the request of the Director.

5.2.2 *Travel and Attendance in Iqaluit*

Based on the scope of the project, the travel/location requirements of team are as follows:

- **Senior Project Manager:** This position will mostly work remotely. It is anticipated, the proposed candidate will be required to attend four in person meetings of maximum two day durations in Iqaluit during the design and development phase extending from October 2022 to May 2024. Only the cost of flights (from Ottawa to Iqaluit) for these visits will be reimbursed. Any additional cost incurred by the proponent to get to Ottawa from elsewhere in Canada will not be considered for reimbursement.
- **Project Managers:** It is anticipated, the proposed candidates will be required to attend four in person meetings of maximum two day durations in Iqaluit during the design and development phase extending from October 2022 to May 2024. During the construction phase, expected to span from June 2024 to October 2027, monthly visits to Iqaluit by the Project Managers are anticipated. Only the cost of flights (from Ottawa to Iqaluit) for these visits will be reimbursed. Any additional cost incurred by the proponent to get to Ottawa from elsewhere in Canada will not be considered for reimbursement.
- **Cost Engineers and Schedulers:** The proposed candidates will be required to work full time only during the construction phase of the project. These positions will be remote and **travel to Iqaluit will not be required.**

5.3 Deliverables

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

- Preparation of project charter, project management plan, risk management plan, master schedule;
- Updating, monitoring and maintenance of risk register on a monthly basis;
- Bi-weekly project summary reports submitted to the Director of Engineering and Capital Planning, providing updates milestones 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, updated schedule with completion dates, and percentage complete for each project;
- Leading progress meetings and recording minutes of meetings
- Providing payment recommendations and processing change order for contracts;
- Providing financial reports for funding agencies in required format;
- 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.

RFP Schedule

DATE	ACTION
SEPTEMBER 29 , 2022	<ul style="list-style-type: none"> • RFP POSTED
OCTOBER 14, 2022	<ul style="list-style-type: none"> • DEADLINE FOR SUBMITTING INQUIRIES
OCTOBER 19, 2022	<ul style="list-style-type: none"> • DEADLINE FOR NOTIFICATION OF EMAILED SUBMISSIONS
OCTOBER 21 2022	<ul style="list-style-type: none"> • CLOSING DATE FOR RFP
OCTOBER 31, 2022	<ul style="list-style-type: none"> • AWARD DATE

Appendix A - Cost Submission Form

Proponent Name: _____
 Proponent Address: _____
 Proponent Email\Telephone: _____

Provide in a separate sheet yearly cost breakdown for the services detailed herein that the Proponent is proposing to offer the City of Iqaluit*. Fees should be for 60 months of services.

Project Category	Proposed Fee
1. Project Management Services for Long Term Water Supply Project	\$ _____
2. Disbursements (only flight costs from Ottawa or equivalent is admissible) for Sr. Project Manager	\$ _____
SUBTOTAL (Items 1 &2):	\$ _____
Applicable Taxes (GST):	\$ _____
TOTAL FIXED FEE (Incl. GST):	\$ _____

Hourly rates for Proposed Staff

Staff Position	Proposed Hourly Fee
1. Senior Project Manager (remote/hybrid)	\$ _____
2. Project Manager (remote/hybrid)	\$ _____
3. Cost Engineer (remote)	\$ _____
4. Scheduler (remote)	\$ _____

**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
PROJECT MANAGEMENT SERVICES FOR LONG TERM WATER SUPPLY PROJECT



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