REQUEST FOR QUOTATION

FOR THE PROVISION OF QUOTATION FOR

Overhead Door Inspection and Maintenance

BID CALL: April 30, 2025

QUOTATIONS DUE: May 22, 2025 @ 3PM EST

2025-RFQ-153

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 inspection and maintenance services as further outlined in this RFQ document. The purpose and objective of this project is to inspect and perform preventative maintenance for all overhead doors owned by the City of Iqaluit.

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 E;

"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 **May 22, 2025**.

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

Proponents must address bids to:

Bruce Allan Giles
Facilities Manager Maintenance
1549 Sivumugiaq Street
Iqaluit, NU X0A 3H0

Submissions should be clearly marked in the subject line with "**2025-RFQ-153- Overhead Door Inspection and 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.

2.2 Inquiries and Amendments

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

Oghenerugba Ugboduma
Project Officer of Engineering and Capital Projects
O.Ugboduma@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 is May 13,2025 – 3:00 PM EST local Iqaluit Time.

2.3 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.

2.4 Opening of the Bids

There will be no public opening of the Bids.

2.5 Intended RFQ Process Schedule

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	30 April, 2025
Last Day for Proponent Questions	13 May, 2025
RFQ Closes – Submission Deadline	22 May, 2025
Anticipated Contract Award Date	30 May, 2025
Substantial Completion	1 October, 2025

2.6 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.

3.9 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 subsequent execution of a written agreement shall constitute the making of a Contract.

Bidders will not acquire any legal or equitable rights or privileges whatsoever until a Contract is signed by both parties.

3.10 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.

3.11 A copy of the Services Agreement is included in RFQ.

3.12 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.

3.13 The Bid and accompanying documentation submitted by the Bidders are the property of the City and will not be returned.

3.14 Bidders must acknowledge receipt of any addenda issued by the City in their Bid.

3.15 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.

3.16 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.

3.17 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.

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 – Cost Submission Form;

b) Appendix B – Subcontractors List;

c) Appendix C – Equipment List;

d) Appendix D – 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 Insurance

The successful Bidder shall provide the City with an original Certificate of Insurance for each type of insurance coverage required by the City of Iqaluit Services Agreement and any additional coverage specified in the Supplementary Conditions.

The successful Bidder shall carry insurance in the amount of at least TWO MILLION DOLLARS ($2,000,000).

The successful Bidder shall carry insurance, which names the following as additional insureds:

	Address
City of Iqaluit	100-1085 Mivvik Street Iqaluit, Nunavut, X0A 3H0

5.3 Time for Completion

The successful Bidder shall Substantially Perform the work by October 1, 2025.

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

5.4 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.

5.5 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

6.1.1 Make applications for payment on account as provided in Agreement as Work progresses.

6.1.2 Progress payments will be made monthly.

6.1.3 The Contractor must submit draft progress payment claim applications on by the 25th of every month to the City Representative for review. The City Representative will review the draft

progress payment claim and provide comments within five (5) business days. The Contractor must submit the final progress payment claim application within three (3) business days of when comments were received.

6.1.4 The Contractor shall be reimbursed on a monthly basis in accordance with the instructions provided in the Cost Submission Form.

6.1.5 For administrative purposes, the monthly application for payment shall be in the form of a progress payment and must indicate:

i. Contract/ Project Title.

ii. City of Iqaluit Service Contract number.

iii. Progress payment number.

iv. Date progress payment issued.

v. Period progress payment covers.

6.1.6 The City shall reimburse Contractors for mark-ups from sub-contractors and/ or suppliers for parts, materials, and labour up to a maximum of 15%. Back-up invoices from sub- contractors and/ or suppliers/ vendors must be submitted as part of monthly application for payment.

6.1.7 No payment will be made for the cost of work incurred to remedy errors or omissions for which the Contractor is responsible.

6.1.8 Additional work that has been completed outside the scope of services identified in contract, without written approval from the City Representative, will not be paid. Contemplated changes must be presented to the City Representative for review and approval prior to proceeding in the field. Failure to comply with this requirement may result in no payment.

6.1.9 All progress payment claims are to be submitted to the City Representative; they are not to be submitted to the City's Finance Department.

6.1.10 The City will pay all invoices on a Net 30 basis, meaning payments will be made by the City within Thirty (30) calendar days of receipt and acceptance of the invoice, or the receipt and acceptance of the goods or services, whichever is later.

6.2 Application for Payment

6.2.1 Each month prepare a draft application for payment in the form of a progress payment claim for review and acceptance by the City Representative before submitting the monthly application for signature and payment.

6.2.2 Application for payment must show a schedule of values, for each item of approved breakdown of Contract Price established in the Contract, the following:

i. Percentage and value of Work completed to date.

ii. Percentage and value of Work previously approved for payment.

iii. Percentage and value claimed this payment period.

iv. Percentage and value of Work remaining to be completed.

v. Include separate line items for each approved Change Order executed, along with the information requested in 5.2(i), 5.2(ii), 5.2(iii), and 5.2(iv).

6.2.3 Application for payment must include timesheets, back-up invoices from sub-contractors and/ or suppliers/ vendors, whichever applies. Where mark-ups apply per the Contract, ensure they are clearly shown.

6.2.4 Include an updated cash flow expenditure forecast with the application for payment.

6.2.5 Submit application for payment to the City Representative on the 25th of each month.

6.2.6 To assist the Contractor with preparation of application for payment, the City Representative is available to meet with the Contractor on an agreed date each month, on or prior to last day of month, to review progress of Work.

6.2.7 The Contractor and City Representative shall agree on quantity of Work performed and due for payment. Once quantity has been agreed upon, Contractor shall submit the final application for payment along with a corresponding invoice for the amount being claimed.

6.2.8 The following shall be included for the first application for payment:

i. Approved monthly progress claim.

ii. Coinciding invoice.

iii. A copy of Workers Safety Compensation Board Certificate of Clearance.

iv. Updated construction schedule.

v. Updated cash flow projection.

6.2.9 The following shall be included for the second application for payment and onwards:

i. Approved monthly progress claim.

ii. Coinciding invoice.

iii. A copy of Workers Safety Compensation Board Certificate of Clearance.

iv. Statutory Declaration certifying that payment has actually been made in full to all subcontractors, suppliers, workmen, and others for labour, materials, and services required by Contract up to and including latest progress payment.

v. Updated construction schedule.

vi. Updated cash flow projection.

6.2.10 The City shall not release monies for Payment Certificates until the Contractor has provided all of the supporting documentation, as specified herein.

6.2.11 Deviations from the above specified requirements or incomplete submissions shall require resubmission of the application for payment.

6.3 Substantial Performance of Work

6.3.1 Prepare and submit to City Representative comprehensive list of items to be completed or

corrected and apply for a review by City Representative to establish Substantial Performance. Failure to include an item on list does not alter responsibility to complete Contract.

6.3.2

6.3.3 No later than 21 days after receipt of list and application, City Representative will review Work to verify validity of application, and no later than 7 days after completing review, will notify Contractor if Work or designated portion of Work is substantially performed.

6.3.4 City Representative shall state date of Substantial Performance of Work or designated portion of Work in certificate.

6.3.5 Immediately following issuance of certificate of Substantial Performance of Work, in consultation with City Representative, establish reasonable date for finishing Work.

6.4 Payment of Holdback Upon Substantial Performance of Work

6.4.1 After receipt of application for payment and sworn statement, City Representative will issue certificate for payment of holdback amount.

6.4.2 Amount authorized by certificate for payment of holdback amount is due and payable on day following expiration of holdback period stipulated in lien legislation applicable to Place of Work. Where lien legislation does not exist or apply, holdback amount is due and payable in accordance with other legislation, industry practice, or provisions which may be agreed to between parties. Owner may retain out of holdback amount any sums required by law to satisfy any liens against Work or, if permitted by lien legislation applicable to Place of Work, other third party monetary claims against Contractor which are enforceable against Owner.

6.5 Final Payment

6.5.1 Submit an application for final payment when Work is completed.

6.5.2 City Representative will, no later than 21 days after receipt of an application for final payment, review Work to verify validity of application. City Representative will give notification that application is valid or give reasons why it is not valid, no later than 7 days after reviewing Work.

6.5.3 City Representative will issue final certificate for payment when application for final payment is found valid.

7.0 TERMS OF REFERENCE

The City of Iqaluit is soliciting quotations from qualified and experienced contractors to provide inspection, preventative maintenance, and repair services for all overhead door systems located at City-owned facilities. The intent of this work is to ensure all systems are safe, reliable, and fully functional, and to proactively identify and mitigate mechanical, electrical, and structural deficiencies that may impact operational performance or safety compliance.

The Contractor shall supply all labour, tools, testing equipment, and consumables necessary to complete the work in accordance with the specifications described herein.

7.1 Objectives

- To carry out a comprehensive inspection and condition assessment of each overhead door and associated components.
- To perform preventative maintenance activities in accordance with manufacturer recommendations and industry best practices.
- To identify and address any mechanical, electrical, or safety-related deficiencies.
- To provide the City with detailed records of inspections, maintenance activities, and outstanding issues requiring future action or capital planning.

7.2 Asset Inventory

The scope of work applies to the following City of Iqaluit assets:

- **Twenty-Four (24)** 14’ x 14’ Commercial Garage Doors
- **Two (2)** 12’ x 16’ Commercial Garage Doors
- **Eight (8)** 10’ x 10’ Commercial Garage Doors
- **Four (4)** Roll-Up Garage Doors

Note: Some doors are equipped with electric motors and remote-controlled openers. Detailed door locations and access instructions will be provided to the selected contractor.

7.3 Scope of Services

The following tasks shall be performed as part of the scope of work. Each activity must be executed with adherence to CSA, OSHA, and applicable local standards for workplace and equipment safety.

7.3.1 General Inspection & Assessment

The Contractor shall perform a systematic visual and functional inspection of all overhead doors and associated components to evaluate their condition and performance. This shall include, but not be limited to:

- Inspection of door panels for cracks, dents, corrosion, and structural fatigue.
- Evaluation of tracks, hinges, rollers, and cables for signs of wear, misalignment, or damage.
- Verification of proper door balance and operational alignment.
- Assessment of weather seals and thermal insulation integrity to ensure energy efficiency and environmental sealing.

7.3.2 Mechanical Systems Maintenance

Preventative maintenance activities shall be performed on all mechanical systems to enhance performance and extend service life, including:

- Lubrication of all moving parts (e.g., rollers, hinges, bearings, pulleys) with appropriate-grade lubricants.
- Inspection and adjustment of torsion and extension springs for appropriate tension and safe operation.
- Examination and tensioning of cables to identify fraying, elongation, or mechanical failure.
- Tightening and re-securing of all mechanical fasteners (e.g., bolts, screws, nuts).
- Inspection and correction of any misalignment in track systems.

7.3.3 Electrical and Control Systems

The Contractor shall inspect and functionally test all electrical components and control systems for operability and safety compliance, including:

- Verification of proper operation of door openers, motor assemblies, and drive systems.
- Inspection of limit switches, travel stops, and safety reverse mechanisms for responsiveness and accuracy.
- Assessment of control panels, wiring, and connections for damage, corrosion, or code violations.
- Functional testing of any battery backup systems (where present).

7.3.4 Safety Features & Regulatory Compliance

- Alignment and operational testing of photo-eye safety sensors.
- Verification of emergency manual release systems.
- Review of compliance with CSA and OSHA standards, as well as local building and safety codes.
- Provision of professional recommendations for any required upgrades or retrofits to improve safety or compliance.

7.3.5 Preventative Maintenance & Repairs

- Perform in-field adjustments and corrective maintenance (e.g., component tightening, alignment, lubrication) as identified during inspection.
- Identify any components requiring major repair or replacement, including estimated costs and recommended timelines.

7.4 Reporting and Documentation Requirements

Upon completion of the service, the Contractor shall provide the following deliverables:

- A comprehensive inspection and maintenance report for each overhead door, including:
  - Location and door identification.
  - Observed condition and any deficiencies found.
  - Maintenance actions performed (with dates and responsible personnel).
  - Recommended follow-up actions for major repairs or component replacement.
- A consolidated summary log identifying all doors inspected and the overall status of each unit.
- Compliance verification forms or logs, as applicable.

All documentation must be submitted in digital format (PDF or Excel), with one printed copy upon request.

7.5 Equipment and Material Provision

- The Contractor is responsible for supplying all hand tools, testing equipment, lubricants, cleaning supplies, and minor replacement parts required to carry out the work.
- The City will make available scaffolding and/or scissor lift equipment where necessary to access high installations. The Contractor shall coordinate with the City to schedule equipment use.
- Any additional equipment required beyond what is specified shall be the responsibility of the Contractor.

END OF SECTION

APPENDIX A – COST SUBMISSION FORM

Date: _____

Project Name: **Overhead Door Inspection and Maintenance**

I/We, _____

(Company Name)

Of _____

(Business Address)

have 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:

Item	Description	Qty	Unit	Unit Price	Total
1.0	14’ x 14’ Overhead Doors – Inspection & Maintenance	24	EACH	$	$
2.0	12’ x 16’ Overhead Doors – Inspection & Maintenance	2	EACH	$	$
3.0	10’ x 10’ Overhead Doors – Inspection & Maintenance	8	EACH	$	$
4.0	Roll-Up Garage Doors – Inspection & Maintenance	4	EACH	$	$
5.0	Final Report – Summary of Inspection Findings & Work Completed	1	LS	$	$

Sub-Total: **$** _____

GST: **$** _____

TOTAL: **$** _____

Notes

- Pricing must be **a**ll-inclusive. No additional claims for travel, accommodations, meals, or incidental costs will be accepted.
- A maximum of three (3) personnel (one supervisor and two technicians) will be considered.
- All work must conform to manufacturer standards, and a complete report of each serviced door must be submitted upon project completion.

END OF SECTION

APPENDIX B – LIST OF SUBCONTRACTORS

1. This List of Subcontractors Form is acknowledged and agreed to form an integral part of the Bid for: Overhead Door Inspection and Maintenance

2. The Subcontractors listed below will remain unchanged and will be used to perform the work of the trade section indicated, unless the Owner gives written permission to change one or more of the Subcontractors. Where subcontractors are not intended to be used for the work of the trade section indicated, the term "By Own Forces" is inserted.

3. Each Subcontractor listed below has been consulted and is fully acquainted with the extent and nature of the Work, the contract conditions and requirements, the proposed construction schedule, and has agreed to execute the Work in accordance with the terms of the Contract and for the Bid Price amount shown.

TRADE SECTION	SUBCONTRACTOR COMPANY NAME

Add rows if required.

END OF SECTION

APPENDIX C – LIST OF EQUIPMENT

1. This List of Equipment Form is acknowledged and agreed to form an integral part of the Bid for:

Overhead Door Inspection and Maintenance

EQUIPMENT	SIZE	MAKE	MODEL

Add rows if required.

END OF SECTION

APPENDIX D – LABOUR AND EQUIPMENT RATES

1. This List of Product Suppliers Form is acknowledged and agreed to form an integral part of the Bid for:

   Overhead Door Inspection and Maintenance

2. The rates listed below will remain unchanged and will be used to measure payment for additional work, not include in the Contract Documents.

POSITION	RATE

Add rows if required.

EQUIPMENT	RATE
	_____
	_____
	_____
	_____
	_____

Add rows if required.

END OF SECTION

APPENDIX E – CITY OF IQALUIT SERVICES AGREEMENT

BETWEEN: THE MUNICIPAL CORPORATION OF THE CITY OF IQALUIT

(hereinafter referred to as the "CITY OF IQALUIT")

OF THE FIRST PART

AND: <INSERT CONSULANT 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:

i) If, to the CITY OF IQALUIT:

<Insert Consultant Representative Name>
<Insert Consultant/ Company Name>
<Insert Address>

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.

7.3 Any invoice submitted by the Consultant pursuant to clause 7.2 shall be reviewed by the CITY OF IQALUIT to assess the amount which is properly due and owing for work done by the Contractor prior to termination.

8. FINANCIAL

8.1 The CITY OF IQALUIT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Consultant without penalty, expense or liability, if in the opinion of the Contracting Authority, the Consultant has failed to comply with or has in any way breached an obligation of the consultant. Any such hold back shall continue until the breach has been rectified to the satisfaction of the CITY OF IQALUIT.

8.2 The CITY OF IQALUIT may set off any payment due the Consultant against any monies owed by the Consultant to the CITY OF IQALUIT.

8.3 The City of Iqaluit will pay the Goods and Services Tax (GST).

8.4 Provided all terms and conditions on the part of the Consultant have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later. Invoices from Nunavut Consultants (as defined by the CITY OF IQALUIT NNI Policy) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the services, whichever is later.

8.5 The CITY OF IQALUIT may, in order to discharge lawful obligations or to satisfy lawful claims against the Consultant or a Subconsultant arising out of the execution of work, pay any amount, which is due and payable to the Consultant under the contract, if any, directly to the obligee of and the claimants against the Consultant or Subconsultant.

9. INSURANCE AND LIABILITY

9.1 The Consultant's liability to the City of Iqaluit for claims arising out of this Agreement, or in any way relating to the Services, will be limited to direct damages and to the re-performance, without additional compensation, of any Services not meeting a normal professional standard of care and such liability will, in the aggregate, not exceed the amount of $1,000,000.00. The limitations of liability will apply, to the extent permitted by law, whether Consultant's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and will extend to and include Consultant's directors, officers, employees, insurers, agents and sub-consultants.

9.2 In no event will either party be liable to the other party for indirect or consequential damages including without limitation loss of use or production, loss of profits or business interruption.

9.3 The Consultant shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:

a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Consultant or any sub-consultant, or due to unsafe working conditions, then such levy or assessment shall be paid by the Consultant at its sole cost and is not reimbursed by the CITY OF IQALUIT.

b) Employer's liability insurance with limits not less than $500,000 for each accidental injury to or death of the Consultant's employees engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (d) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.

c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Consultant and used by the Consultant in the performance of this agreement in an amount not less than one million dollars ($1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars ($1,000,000.00) for vehicle hazards and not less than one million dollars ($1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)

d) Comprehensive General Liability Insurance with limits of not less than two million dollars ($2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:

- Products & Completed Operations Liability *
- Consultant's Protective Liability
- Blanket Contractual Liability
- Broad Form Property Damage
- Personal Injury Liability
- Cross Liability
- Medical Payments
- Non-owned Automobile Liability *
- Contingent Employers Liability *
- Employees as Additional Insureds *

**WHERE APPLICABLE*

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

MISCELLANEOUS

10.1 **Amendments.** This Agreement or any part thereof may not be modified, supplemented, or amended except as otherwise herein provided or by mutual agreement expressed in writing and duly executed by the parties hereto.

10.2 **Prior Agreements**. This Agreement supersedes and replaces any and all prior representations, proposals, negotiations, letters of understanding, agreements, bids, quotations, purchase orders, contracts, or amendments thereto or any other communications, verbal or written between the parties hereto relating to the subject matter hereof.

10.3 **Entire Agreement**. This Agreement sets forth the entire agreement between the parties hereto relating to the subject matter hereof.

10.4 **Remedies Cumulative**. The remedies of the CITY OF IQALUIT in this Agreement are cumulative and are in addition to any remedies available to the CITY OF IQALUIT at law or in equity. No remedy will be deemed to exclude or to restrict the right of the CITY OF IQALUIT to any remedies against the Consultant and the CITY OF IQALUIT may from time to time have recourse to one or more of the remedies specified in this Agreement or at law or in equity notwithstanding the termination of this Agreement.

10.11 **Limitation of Liability**. Notwithstanding any other provision of this Agreement, the total liability of the CITY OF IQALUIT with respect to this Agreement or any obligations in connection with the Agreement, whether based on warranty, indemnity, contract, tort (including negligence), strict liability or otherwise, shall be limited to the compensation paid to the Consultant under this Agreement.

10.12 **General Interpretation**.

In this Agreement, unless the context implies otherwise:

a) references to Sections and Appendices are to be construed as references to the sections of, and schedules to, this Agreement;
b) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, supplemented, novated or otherwise varied from time to time;
c) references to a provision of law is a reference to that provision as amended or re-enacted;
d) headings appearing in this Agreement are for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provision.
e) words importing the plural shall include the singular and vice versa;
f) the word “include”, “includes” or "including", when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
g) any terms, covenants, provisions or conditions of this Contract which expressly or by their nature survive the termination of this Contract shall continue in full force and effect subsequent to and notwithstanding such termination, and shall not be merged with the termination, until such terms, covenants, provisions and conditions are satisfied or by their nature expire;

h) “hereof”, “herein”, “hereto” and “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other subdivision; and
i) references to a time of day shall be construed as references to Eastern Standard Time.

10.13 **Counterpart Execution**. This Agreement may be executed in separate counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall constitute the one and the same instrument. The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the parties hereto to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

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

FOR THE CITY OF IQALUIT:	FOR THE CONSULTANT:
_____	_____
Name/Title	Name/Title
_____	_____
Signature	Signature
_____	_____
Date	Date
_____	_____
Witness	Witness

END OF SECTION