REQUEST FOR TENDER

FOR THE PROVISION OF CONSTRUCTION SERVICES FOR

CURLING RINK FLOOR INSTALLATION

BID CALL: August 7, 2025

BIDS DUE: August 28, 2025 – 3:00 PM EST local Iqaluit time

Project No. 2025-RFT-95

SECTION A – TENDER CALL

1. INTRODUCTION

1.1 The City of Iqaluit Department of Public Works and Engineering (the City) is issuing a Request for Tender (RFT) for qualified Proponents to provide construction services as further outlined in this RFT document. The objective of this project is the removal of the existing flooring in the City of Iqaluit Curling Rink lobby and the installation of new marmoleum flooring or another type of flooring that is impermeable and has high traffic durability.

2. BACKGROUND

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.

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.

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. The prevailing winds are northwest at 16.7 km/hr.

Iqaluit experiences a Tundra climate. The average high and low temperatures for the coldest month of January are -23.3°C (-9.9°F) and -31.7°C (-25.1°F). In the warmest month of July, the temperatures reach a high of 12.3°C (54.1°F), with a low of 4.1°C (39.4°F). This indicates a significant variation in temperature from winter to summer, but overall, the weather remains cold for most of the year.

In terms of precipitation, rainfall occurs predominantly in the summer months, with the peak in August at 69mm (2.72"). Snowfall, conversely, is a constant throughout the year, with the maximum recorded in November. The least amount of snowfall takes place in June, with 93mm (3.66").

3. TENDER CALL

3.1 Proponents must submit their Tenders by electronic bid submission only, through MERX Canadian Public Tenders. MERX can be accessed via the following website link – https://www.merx.com/. Tenders must address tenders to:

Kevin Kerr, P.Eng.
Director of Engineering and Capital Projects
1549 Sivumugiaq Street
Iqaluit, Nunavut, X0A 3H0

3.2 Tenders are required to conform to the conditions below. For further instructions on how to submit an electronic bid through MERX, refer to the MERX Electronic Bid Supplier Guide, via the following link – https://marketing.merx.com/Support/EBSGuide.pdf. Alternatively, you can contact MERX customer service at 1-800-964-6379.

3.3 Bidders must obtain a unique PIN number from MERX in order to upload electronic bid submission documents. It is important to keep this PIN number in a permanent location as it will be required each time you wish to submit a bid response to a call to tender.

3.4 Electronic Tenders are to be received before, **August 28, 2025 – 3:00 PM EST**.

3.5 The final decision on whether to accept late Bids is at the City's discretion.

END OF SECTION

SECTION B – TENDER CONDITIONS

1. SUBMISSION REQUIREMENTS

1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.

1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign and seal the Form of Tender.

1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and signatures shall be witnessed.

1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.

1.5 The Tenderer shall submit its Tender by the date and time specified in Part I of the Tender.

1.6 The Tenderer shall submit to the City in their complete bid submission:

.i Completed Form of Tender Form, which includes:

.a Appendix A – Consent of Surety.

.b Appendix B – Cost Submission Form.

.ii Bid bond.

Failure to submit the required items identified in (ii) and (iii) may present a Major or Minor Irregularity on the bid. Refer to 1.7 and 1.8 on how Major and Minor Irregularities are to be addressed. The City shall be the sole judge of whether or not a Tender contains irregularities.

1.7 Bidders will be automatically disqualified for any Major Irregularities on their bid submission. Major Irregularities are defined as deviations from the competitive procurement process request that affects the price, quality, quantity or delivery, and is material to the award.

1.8 Tender irregularities that are Minor Irregularities will be handled in the first instance by conferring with the Tenderer to seek clarification. Minor Irregularities are defined as deviations from the competitive process request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. The bidder will be given the opportunity to adjust the irregularity and continue in the process. However, if an unsatisfactory irregularity remains after consulting with the Tenderer, the Tenderer may be disqualified.

1.9 The Tenderer shall submit electronic files through MERX for both their Security Deposit and Consent of Surety, alongside the electronic tender

submission.

1.10 The successful Tenderer shall submit to the City the following documents within five (5) business days of the day the City notifies the successful Tenderer that the documentation should be sent to the City.:

.i Valid City of Iqaluit Business License.

.ii Form of Tender forms, which include

.a Appendix C – Subcontractors List.

.b Appendix D – Equipment List.

.c Appendix E – Product Suppliers List.

.d Appendix F – Labour & Equipment Rates.

2. INQUIRIES AND AMENDMENTS

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

Ayomide Oyefeso
Project Officer of Engineering and Capital Projects
A.Oyefeso@iqaluit.ca

2.2 The deadline for submitting inquiries is **August 21, 2025 at 3:00PM EST**.

2.3 Written addendums issued as part of this RFT, in response to inquiries, will be posted publicly on the City's website and on MERX. Verbal explanations or instructions will not be binding.

2.4 Tenderers assume all risks of delivery of amendments. Without limiting the foregoing, the City shall not be held liable for any claim, demand or other action should a transmission be interrupted, not received in its entirety, received after the Closing Time, received by another electronic means other than specified through MERX, or for any other reason over which the City does not have control.

3. SECURITY DEPOSIT

3.1 Every submission shall be accompanied by a security deposit payable to the City of Iqaluit, in an amount not less than 10% of the total Tender amount. The security deposit shall be in the form of one of the two following security deposit options and shall be submitted with the tenderer's electronic tender submission.

3.1.1 OPTION #1: A Digital Bid Bond:

i. Tenderers shall submit a copy of the Digital Bid Bond and follow the submission instructions as stated above in Section 1.9.

ii. If Tenderer's are using this option, the Tenderer and the

Tenderer's Surety should refer to the digital bonding information on Surety Association of Canada's website. Information at this site includes:

a) A list of third parties that provide online surety digital bond services, such as Mobile Bonds or Xenex. The City does not endorse or promote any third-party digital bond service provider.

b) An Industry Checklist which digital bonds provided should meet.

iii. The Digital Bid Bond shall be digitally verifiable. The results of the digital verification process shall provide a clear and immediate indication that the document received is the true document executed and that the content has not been changed or altered.

iv. All instruction details for performing the digital verification of the bond should be included with the uploaded bond and be clear and concise.

3.1.2 OPTION #2: Scanned Paper Bid Bond / Certified Cheque, Bank Draft, Money Order (PDF Format):

i. Tenderer's shall scan and attach a copy of the paper Bid Bond, Certified Cheque, Bank Draft or Money Order and follow the submission instructions as stated above in 1.9. Tenderer's will be required to provide to the City the original Bid Bond, Certified Cheques, Bank Draft, and/or Money Order that were scanned and attached with the tender submission within 72 hours of tender close. Failure to provide the above original document(s) or to enter into a contract may result in the tenderer being barred from future tender opportunities for the City of Iqaluit for an indeterminate period of time

ii. If an alternative Bid Bond is used, it is recommended that tenderer's request either an ink seal from their Surety or that they trace over the embossed seal prior to scanning to allow for the seal to be visible to the City.

3.2 Bid bonds shall be in the name of the City of Iqaluit as obligee and signed and sealed by the Tenderer and by a surety licensed to conduct business as a surety in Nunavut.

3.3 The City shall not pay interest on security deposits.

3.4 Bid bonds shall be Bid Bond Form CCDC Document No. 220, latest edition, effective until sixty (60) business days after the Closing Date.

3.5 Security deposits will be returned after delivery to the City of the required performance bond and labour and material payment bond by the successful Tenderer.

3.6 If the Contract is not awarded, all security deposits will be returned with reasonable promptness after such decision is made by the City.

3.7 After all executed contracts and bonds are received, and the contract award is made, the successful tenderer and the contract value will be posted on the MERX website. After contract award, the bid deposit of the successful tenderer and all tenderers shall be null and void.

4. CONSENT OF SURETY

4.1 Tenderers must submit with the Bid and Bid Bond, a "Consent of Surety," stating that the surety is willing to supply the performance bond and labour and material payment bond as specified.

4.2 A "Consent of Surety" shall be in one of the two following options and shall be submitted with the Tenderer's submission and as instructed above in 1.9.

.i The City's "Consent of Surety" Form provided in Appendix A.

.ii Other "Consent of Surety" Form used by a Surety company and authorized by law to do business in the Territory of Nunavut, and acceptable to the City.

5. PERFORMANCE ASSURANCE

5.1 The accepted Bid shall provide security (by way of bonds or a security deposit) as stated in the Contract Documents.

5.2 The cost of all security shall be included in the Tender prices.

6. TERMS AND CONDITIONS

6.1 Submission of a Bid constitutes acknowledgement that the Tenderer has read and agrees to be bound by all the terms and conditions of this RFT.

6.2 The City will not make any payments for the preparation of a response to this RFT. All costs incurred by a Tenderer will be borne by the Tenderer.

6.3 This is not an offer. The City does not, by virtue of this Tender 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.

6.4 Tenderers may amend their Bid at any time prior to the closing date time. Tenderers may not amend their Bid after the closing date time.

6.5 The City has the right to cancel this RFT at any time and to reissue it for any reason whatsoever, without incurring any liability and no Tenderer will have any claim against the City as a result of the cancellation or reissuing of the RFT.

6.6 The City will not consider any Bid that is delivered to any address or in any manner other than that provided in Part I Tender Call of this RFT.

6.7 If a contract is to be awarded as a result of this RFT, it will be awarded to the

Tenderer whose Bid for each service, in the City's opinion, provides the best potential value to the City and is capable in all respects of fulfilling the contract requirements and has the integrity and reliability to assure performance of the contract obligations.

6.8 If the City decides to award a contract based on a submission received in response to this RFT, the Successful Tenderer(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. Tenderers will not acquire any legal or equitable rights or privileges whatsoever until a Contract is signed by both parties.

6.9 Any resulting contract will be in the form of the City's standard "City of Iqaluit Services Agreement", and it will contain the relevant provisions of this Request for Tenders, 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 Tenderer who has submitted a Bid.

6.10 A copy of the Services Agreement is included in this RFT.

6.11 Any amendment made by the City to the Request for Tender will be issued in writing and posted onto the bidding platform in accordance with Section 2.

6.12 The Bid and accompanying documentation submitted by the Tenderers are the property of the City and will not be returned. Bid bonds will be returned to all unsuccessful Tenderers.

6.13 Tenderers must acknowledge receipt of any addenda issued by the City in their Bid on the Section C – Form of Tender document.

6.14 Tenderers shall disclose in their Bid any actual or potential conflicts of interest and/or existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

6.15 Tenderers and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this RFT, other than the City Representative named in Part I Tender Call, at any time prior to the award of a contract or the cancellation of this RFT.

6.16 If an arithmetical error is identified in the submitted Bid between any individual price and the price extension (e.g. Unit Price x Quantity of Units), the individual price shall govern. The price extension and the total Bid amount will be corrected accordingly.

6.17 For contracts that include multi-phased work which spans more than the current fiscal year, authorization to proceed with work phases that are to be completed in future years is conditional upon approval of capital spending by the City of Iqaluit Council for each future year. Contracts will only be executed for work that has approved funding under the current fiscal budget.

7. VALIDITY OF OFFER

7.1 Bids shall remain open for acceptance for a period of not less than sixty (60) business days from the closing date of this RFT.

8. TENDER INELIGIBILITY

8.1 Bids that are unsigned, improperly executed, submitted to a location or in a manner other than specified in this RFT, incomplete, conditional, illegible, obscure or contain arithmetical errors, additions not called for, reservations, qualifications, erasures, alterations, or irregularities of any kind, or which are otherwise not completed or submitted in strict compliance with the Instructions to Tenderers, may be rejected by the City whether they constitute as a Major or Minor Irregularity.

8.2 Notwithstanding anything to the contrary herein, the City may in its sole discretion elect to retain any such Bid for consideration and may waive any or all of the foregoing, on such terms or conditions as the City may consider appropriate, even if any of the foregoing would otherwise render the Bid null and void and the Bid may be considered in the same manner as Bids that fully conform to the requirements of the Tender Documents without qualification.

9. REVIEW AND ACCEPTANCE OF BID

9.1 Upon receipt of the Bids, the City in its discretion may elect to conduct a post tender meeting with one or more Tenderers to discuss in detail their respective bid submission and such other items as the City may consider appropriate or necessary without invalidating the procurement process.

9.2 Before award of the Contract, the Tenderer may be required to provide specific information with respect to its legal and or financial status.

9.3 The lowest or any tender will not necessarily be accepted.

9.4 Notwithstanding any custom of the trade to the contrary, the City reserves the right to reject the lowest Bid, even if the lowest Bid is a compliant Bid, accept any Bid or part thereof, negotiate any aspect of any Bid, advertise for new Bids, negotiate a contract as the City deems to be most advantageous to the City's interest without incurring any liability, and to award a contract to whomever the City in its sole and absolute discretion deems appropriate and solely in the best interest of the City and no Tenderer will have any claim against the City as a consequence. Unless required otherwise, the City shall not, at any time, be required to disclose any information to the Tenderers regarding the City's consideration and evaluation of Bids.

9.5 Following acceptance by the City, a written Notice of Award will be issued to the successful Tenderer. If the Tenderer fails for any reason to execute and return the Articles of Agreement within seven (7) working days of receipt for signature of the Articles of Agreement from the City, or fails to provide the performance bond and labour and material bond or other security deposit

stipulated in GC 11 or to satisfy such other terms and conditions specified hereunder within any period specified, or such extension of time as may be granted by the City, then the City reserves the right to terminate the Tenderer's right to complete the Contract and to award the Contract to whomever the City considers appropriate. The bid bond shall forthwith become payable.

9.6 The City shall not be obligated in any manner to the successful Tenderer whatsoever until the Contract has been awarded and the Contract has been duly executed by the parties.

9.7 If the City receives no Bids satisfactory to the City in its sole discretion, the City reserves the right in its sole discretion to negotiate a contract for the whole or any part of the Work with any one or more persons whatsoever, including any one or more of the Tenderers, or to postpone or cancel this Bid and then issue a new tender, or to cancel or postpone some or all of the Work.

9.8 The City shall not, under any circumstances, be responsible for any costs, expenses, loss, damage or liabilities, whether direct, indirect, consequential or economic in nature, incurred by a Tenderer as a result of, in connection with or incidental to:

.i The tendering of the work;

.ii Costs incurred for the preparation of this Bid;

.iii The acceptance or rejection of any Bid; or

.iv The exercise by the City of its rights under this RFT.

9.9 By participation in the tendering process, the Tenderer on its own behalf and on behalf of all firms, corporations and individuals comprising the Tenderer, agrees that none of the City or its directors, officers, employees, agents and other representatives shall by liable to any Tenderer, or any firm, corporation or individual comprising the Tenderer, including in contract, tort, statutory duty, duty of fairness, duty of care, law, equity or otherwise, for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred in preparing and submitting a Bid, or negotiations of a Contract, or in any way arising in connection with the Bid Documents. The Tenderer further agrees on its own behalf and on behalf of all firms, corporations and individuals comprising the Tenderer, that the award of the Contract is in the sole discretion of the City and in no event shall the Tenderer or any firms, corporations or individuals comprising the Tenderer seek injunctive or other relief to prevent or delay the award of the Contract or the performance of any Work or services in relation thereto.

10. UNBALANCED TENDERS

10.1 The Tenderer shall not submit an unbalanced Tender.

10.2 The City shall have the right to:

.i Deem a Tender to be unbalanced; and

.ii Reject a Tender which may be, in its opinion, unbalanced.

11. COLLUSION

11.1 The Tenderer shall not engage in collusion of any sort and, in particular, shall:

.i Ensure that no person or other legal entity, other than the Tenderer, has any undisclosed interest in the Tenderer's Tender; and

.ii Prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

12. RIGHT TO ACCEPT OR REJECT TENDERS

12.1 Notwithstanding any other provision in this Contract, the City shall have the right to:

.i Accept any Tender;

.ii Reject any Tender; and

.iii Reject all Tenders.

12.2 Without limiting the generality of 13.1, the City shall have the right to:

.i Accept an irregular Tender;

.ii Accept a Tender which is not the lowest Tender; and

.iii Reject a Tender even if it is the only Tender received by the City

12.3 Acceptance of the Tender shall occur at the time the City awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

13. CONTRACT DOCUMENTS

13.1 The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender and all Addenda issued by the City pertaining to this Contract.

14. COMMENCEMENT AND COMPLETION OF WORK

14.1 The Tenderer, in submitting the Bid, agrees that the Tenderer can complete the Work by the date for completion stated in the Tender Form.

15. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

15.1 Tenderers finding discrepancies or omissions in the drawings or terms of reference or having doubt as to the meaning or intent thereof, shall at once notify the Purchasing Coordinator who will, if necessary, send written instructions or explanations to all Tenderers.

15.2 Oral interpretations made to any Tenderer shall not affect a modification of any provision of the Tender Documents. Only addenda written and issued by the City can be considered.

15.3 The City reserves the right in its sole discretion at any time, and for whatever reason to, by Addendum, modify, amend or otherwise change the Tender Documents. Any such Addendum shall be issued in writing and shall be expressly identified as an Addendum to these Tender Documents. All such changes shall become part of the Tender Documents and their effects shall be reflected in the Tender prices. The City also reserves the right in its sole discretion to cancel this Tender at any time.

16. IRREVOCABILITY OF OFFER

16.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) business days after the opening of Tenders by the City.

16.2 If the Tenderer revokes its offer prior to the expiration of sixty (60) business days after the Tender opening, the Tenderer shall forfeit its Tender security deposit, but this shall not prohibit the City from pursuing any other legal remedy which it may have.

17. ALTERNATIVES & EQUALS

17.1 Where requested in this RFT, Tenderers may propose alternatives or equals to the stated scope of work. In case alternate or equals are requested in this RFT, the following will apply:

.i Where the Tender Documents stipulate a particular product, alternatives or equals will be considered by the City up to ten (10) calendar days prior to the Closing Time.

.ii When a request to substitute an allegedly equal product is made to the City, the City may approve the substitution either as an equal or as an alternative and will issue an Addendum to all Tenderers. If a product is approved as equal, all Tenderers may use that product in place of the specified product. If the product is approved as an alternative, Tenderers shall base their prices upon the specified product and shall indicate in the Bid the change in price which will apply if use of the alternative product is allowed.

.iii In their submission of alternatives to specified products, Tenderers shall include and allow for any changes required in the Work to accommodate such alternative products. A later claim by the Contractor for an addition to the Contract Price because of changes in the Work necessitated by use of alternative products shall not be considered.

.iv Where selected products are stipulated in the Tender Documents the Bid shall be based on the use of only these selected products.

.v Bids with alternative products will not be considered, unless the alternative has been approved by the City and communicated to the Bidders through an Addendum as noted in 18.1(ii). Bids with alternatives that have not been approved by the City will be deemed non-compliant.

.vi Submissions shall provide sufficient information to enable the City to determine the acceptability of such products.

.vii Provide complete information on required revisions to other work and products to accommodate each alternative product, and the amount of addition or reduction from Tender prices, including required revisions, for each alternative product.

.viii Unless a bid for an alternative product is submitted in this manner and later accepted, provide the product specified.

18. PUBLIC OPENING

18.1 A public opening of bids will be completed for this competition.

18.2 The public opening of bids will occur immediately following the closing time stipulated in section 26.4.

18.3 A public opening meeting details will be provided below

Microsoft Teams Need help?
Join the meeting now
Meeting ID: 294 362 025 128 1
Passcode: pN7ar6RQ

19. TENDER SIGNING

19.1 The Bid must be executed under seal by the Tenderer.

19.2 If the Tenderer is an individual or a partnership, the Bid shall be executed by the individual or a partner in the presence of a witness and the signatory must show the capacity in which he or she signs (e.g.: “Partner” or “Proprietor”).

19.3 If the Tenderer is a corporation, the Bid shall be executed under the seal of the company, affixed in the presence of the authorized officers or two directors.

19.4 If the Tenderer is a joint venture, each party to the joint venture shall execute the Bid under seal in the manner appropriate to such party.

20. APPENDICES TO FORM OF TENDER

20.1 Tenderers shall complete all Appendices attached to the Form of Tender and submit these with the Tender.

21. PROVISIONAL ITEMS

21.1 Provisional items shall mean items for which only very approximate quantities have been included in the tender documents. No work for which "Provisional" items are allowed shall be commenced without written instructions from the City.

21.2 Once a Tenderer has been chosen by the City for the Project, it shall be open to the City to accept, reject or negotiate the Tenderer's bid for any provisional item contained in the Bid. Should the City choose to reject the successful Tenderer's bid for such provisional work, it shall be open to the City to call for new Bids for this work and the successful Tenderer for the Project may submit a Bid if they so choose.

22. SUCCESSFUL TENDERER – BONDS

22.1 The successful Tenderer and its surety shall provide:

.i A performance bond signed and sealed by the Tenderer's surety; and

.ii A labour and material payment bond signed and sealed by the Tenderer's surety;

Each in the amount of at least fifty percent (50%) of the total Tender price. The cost of Bonds shall be included in the Tender price.

22.2 The surety of the successful Tenderer and the bonds referred to in 22.1 must be originals and shall be to the satisfaction of the City.

22.3 In lieu of the above mentioned bonds the City will accept a certified cheque, bank draft or money order in the amount of 10% of the total tender amount which the City will hold until the successful completion of the project.

23. SUCCESSFUL TENDERER – WORKERS' SAFETY AND COMPENSATION COMMISSION CERTIFICATE OF CLEARANCE

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

24. SUCCESSFUL TENDERER – EXECUTION OF ARTICLES OF AGREEMENT

24.1 The successful Tenderer shall execute in accordance with Section 1, in triplicate, the Articles of Agreement provided in the Contract Documents.

24.2 The successful Tenderer shall forward the executed Articles of Agreement to the City.

25. SUCCESSFUL TENDERER – INSURANCE

25.1 The successful Tenderer shall provide the City with an original Certificate of Insurance for each type of insurance coverage required by Article 9 of the attached City of Iqaluit Service Agreement and the insurance is to mane the City of Iqaluit as additionally insured.

	Address
City of Iqaluit	1085 Mivvik Street, P.O. Box 460, Iqaluit, NU, X0A 3H0

26. SUCCESSFUL TENDERER – TIME FOR COMPLETION

26.1 The successful Tenderer shall Substantially Complete the work by Tuesday, the 30th day of September 2025 and this shall be the first date for the calculation of Liquidated Damages per Section 27.

26.2 The successful Tenderer acknowledges that time shall be deemed to be of the essence of the Contract. For the Tenderer's purpose of establishing a schedule for the Work, it is anticipated that the Contract Award will be completed 30 calendar days after the opening of Tenders by the City, and then the 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.

26.3 The Contract general timelines have been identified below.

ACTION	DATE
Opening Date for RFT	August 7, 2025
Site Visit	August 18, 2025 @ 1PM
Deadline for Submitting Inquiries	August 21, 2025 @ 3PM
Closing Date for RFT	August 28, 2025 @ 3PM
Public Opening	August 28, 2025 @ 3:30PM
Contract Award Date	September 5, 2025
Substantial Completion	September 30, 2025
End of Warranty Period	1 year from date of substantial completion

27. SUCCESSFUL TENDERER – LIQUIDATED DAMAGES

27.1 Liquidated damages shall be in the amount of:
TWO HUNDRED FIFTY DOLLARS ($250,000) per calendar day beyond the Substantial and Completion Dates, as determined in Section 26.

28. SUCCESSFUL TENDERER – SUBMISSION OF DOCUMENTATION

28.1 The successful Tenderer shall submit the documentation required in 1.1.10 within five (5) business days of the day the City notifies the successful Tenderer that the documentation should be sent to the City.

28.2 If the successful Tenderer fails to comply with 29.1 the City may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the City.

29. SUCCESSFUL TENDERER – COMMENCEMENT OF THE WORK

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

END OF SECTION

SECTION C – SCOPE OF WORK

The scope of work of the project is for the complete removal, preparation, installation, and finishing of new marmoleum flooring in the lobby of the Iqaluit Curling Rink. The Contractor shall provide all labor, materials, and equipment necessary to complete the following work at each site in accordance with applicable City of Iqaluit standards and the Ontario Building Code (OBC). The work includes demolition and removal of existing flooring, subfloor preparation, supply and installation of marmoleum flooring, finishing, cleanup, and delivery of all associated documentation and warranties.

1. DEMOLITION AND REMOVAL

1.1. Remove existing flooring materials (e.g., carpet, tile, or vinyl).

1.2. Properly dispose of all debris in accordance with local regulations.

1.3. Inspect the subfloor for damage or irregularities.

2. SUBFLOOR PREPARATION

2.1. Clean and level the subfloor.

2.2. Repair any cracks, holes, or uneven areas.

2.3. Apply primer or underlayment as needed for marmoleum adhesion.

3. MARMOLEUM INSTALLATION

3.1. Supply and install marmoleum flooring.

3.2. Cut and fit marmoleum to the dimensions of the lobby, including around fixed objects.

3.3. Heat-weld seams (if applicable) for a seamless, water-resistant finish.

3.4. Install cove base and transition strips as needed.

4. FINISHING AND CLEANUP

4.1. Inspect the installation for quality and completeness.

4.2. Clean the work area and remove all tools, materials, and waste.

4.3. Provide maintenance and care instructions for the new flooring.

5. DELIVERABLES

5.1. Professionally installed Marmoleum flooring in the curling rink lobby.

5.2. Maintenance and care instructions for the new flooring

5.3. Warranty documentation for materials and workmanship.

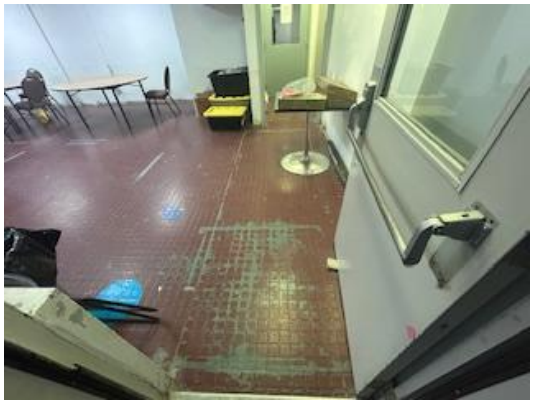
6. TIMELINE

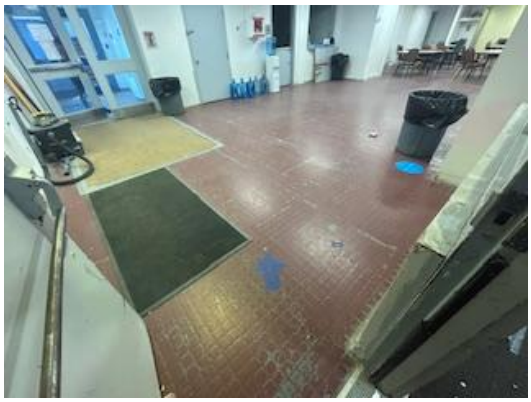
6.1. The facility will be occupied for a summer day camp program until August 22nd, after which preparations for the curling season will begin. The curling season is scheduled to commence with events on October 15th and 16th. To accommodate this schedule, the selected contractor is required to mobilize on-site no later than September 10th, 2025. All work, including the complete installation of the new lobby flooring, must be finalized by October 6th, 2025. Contractors must plan their work to ensure minimal disruption to facility

operations and strict adherence to the specified timeline.

7. SITE PHOTOGRAPGHS AND SPECIFICATION

To assist bidders, pictures of the lobby are provided below, along with descriptions and site-specific details:





Figures: The Curling Rink Lobby

Work Area = Approximately 120 sq.m. or 20m X 6m

END OF SECTION

SECTION D – FORM OF TENDER

Date: _____

Submitted By: Name: _____

Address: _____

_____

Telephone: _____

To: **City of Iqaluit City Hall**
Iqaluit, Nunavut

Project: **Project Title: Curling Rink Floor Installation**
Project Number: 2025-RFT-095

The undersigned Tenderer, having carefully examined the Tender Documents and the Site, and having full knowledge of the Work and of the materials and products to be furnished and used, hereby agrees to provide all necessary materials, products, supervision, labour and equipment and perform and complete all Work and fulfill everything for the stipulated lump sum price of:

_____

(Total in Words)

_____ Dollars $ _____

in Canadian funds, which price includes all specified cash and contingency allowances and the applicable taxes in force at this date excluding GST.

We have included herewith the security deposit and Consent of Surety as required by the Instructions to Tenderers.

The undersigned also agrees:

1. That the provisions of the Instruction to Tenderers apply, including without limitation provisions that provide that City is in no way obligated to accept this Bid, the City may at its sole discretion to accept any Tender or part thereof or waive any defect, irregularity, mistake or insufficiency and accept any Tender or alternative bid, in whole or in part, which is deemed by the City to be most favourable to its interest, and that limit the City's liability.

2. That the estimate of quantities shown in Tender Documents serves only to provide a basis for comparing Bids and that no representations have been made by either the City or their Agent that the actual quantities correspond therewith, and further, that

the City has the right to increase or decrease the quantities in any or all items and to eliminate items entirely from the Work.

3. That this Bid is made without knowledge of the Bid prices to be submitted for the Work by any other company, firm or person.

4. That this Bid is made without connection or arrangement with any company, firm or person submitting a bid for the Work.

5. That this Bid is made without any undisclosed connection or arrangement with any other company, firm, or person having an interest in this Bid or in the proposed contract.

6. That this Bid is irrevocable for sixty (60) business days after the Closing Time and that the City may at any time within such period accept this Bid whether any other contract has previously been awarded or not and whether acceptance of another Bid has been given or not.

7. If this Bid is accepted by the City, to execute the Articles of Agreement and to present to the City the required security (by way of bonds or a security deposit) as stated in the General Conditions within seven (7) calendar days after the date of Notice of Award.

8. If this Bid is accepted within the time stated herein, and we fail to execute the Articles of Agreement and provide the required Bonds or security deposit, or we request to withdraw, the security deposit provided with the Bid shall be forfeited as damages to the City by reason of our failure, limited in amount to the lesser of the face value of the deposit or the difference between this Bid and the price the Contract is signed.

9. In the event our Bid is NOT accepted within the time stated herein the required security deposit shall be returned to the undersigned in accordance with the provisions in the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

10. That payment for the Work done will be made on the basis of the quantities measured by the City or its Agent and at the Bid prices shown in the Tender Form which shall be compensation in full for the Work done under the terms of the Contract.

11. That payment of the contingency allowance or portion thereof will only be made in the event that the City or its Agent authorizes work, in which case the amount of payment will be determined as specified in the General Conditions. Any unused portion thereof will be retained by the City.

12. To commence and proceed actively with the Work on Site within seven (7) business days of the date of the execution of the contract, and to substantially perform the Work by **September 30, 2025**, subject to the provisions of Section 6 of the General Conditions for extension of the Contract Time.

13. That should the undersigned fail to complete the Work in the time specified above, he shall compensate the City of Iqaluit in accordance with GC 6 of the General Conditions.

14. That the undersigned has carefully examined the Work described herein, has become familiar with local conditions and the character and extent of the Work, has carefully examined every part of the proposed contract and thoroughly understands its terms and conditions, has determined the source of supply and transport of the materials required, has investigated labour conditions and has arranged for the continuous performance of the Work described in the Tender Documents.

15. **Appendices:**

16.1 Appendix A – Consent of Surety

16.2 Appendix B – Cost Submission Form

16.3 Appendix C – List of Subcontractors

16.4 Appendix D – List of Equipment

16.5 Appendix E – List of Product Suppliers

16.6 Appendix F – Labour and Equipment Rates

16. **Addenda**

16.1 The following Addenda have been received. The modifications to the Tender Documents noted therein have been considered and the effects are included in the Tender prices.

Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	

This Tender is executed under seal at _____ this _____ day of _____ 2025.

Name of Firm: _____

Address _____

FOR INDIVIDUAL OR PARTNERSHIP:

SIGNED, SEALED AND DELIVERED by:

_____ _____ (Seal)

(Tenderer – Please Print) (Signature of Tenderer)

In the presence of:

_____

(Witness – Signature)

Name: _____

Address: _____

_____

Occupation: _____

FOR LIMITED COMPANY:

The Corporate Seal of:

_____ (Seal)

(Tenderer – Please Print)

Was hereunto affixed in the presence of:

_____

Authorized Signing Officer and Title

_____

Authorized Signing Officer and Title

Note: If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION

APPENDIX A – CONSENT OF SURETY

Herewith is the Consent of Surety of the Tender submitted.

By: _____

To: The City of Iqaluit

Dated: _____2025 and which is an integral part of the Tender

CONSENT OF SURETY COMPANY

Should it be required, the undersigned Surety Company hereby consents and agrees with the City to become bound as Surety in all performance bonds and labour and material payment bonds required by the Tender Documents, all for the fulfillment of the Contract for the Work covered by the annexed Tender, which may be awarded to:

_____
(Name of Tenderer)

_____
(Address)

At prices set forth in the attached Tender. The said Surety is legally entitled to do business in Nunavut.

The Corporate Seal of:

_____
(Surety – Please Print)

Was hereunto affixed in the presence of:

_____
(Authorized Signing Officer) Title

_____
(Authorized Signing Officer) Title

END OF SECTION

APPENDIX B – COST SUBMISSION FORM

Date: _____

Project Name: **Curling Rink Floor Installation – 2025-RFT-095**

I/We, _____
(Company Name)

Of _____
(Business Address)

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

Item	Description	Qty	Unit	Unit Price	Total
1.1	Mobilization and Demobilization	1	LS	$	$
1.2	Removal and disposal of existing flooring materials	1	LS	$	$
1.3	Subfloor inspection and preparation	1	LS	$	$
1.4	Supply and install marmoleum flooring	1	LS	$	$
1.5	Supply and Installation of Baseboards/Transitions	1	LS	$	$
1.6	Cash Allowance	1	LS	$ 8,000	$
				Sub-Total	$
				GST	$
				Total	$

Additionally, please note it is the Contractors' responsibility to do a pre-construction layout and get approval from the City/Engineer or authorized representative before proceeding with any work.

END OF SECTION

APPENDIX C – LIST OF SUBCONTRACTORS

Re: Bid for Curling Rink Floor Installation

1. This List of Subcontractors Form is acknowledged and agreed to form an integral part of the Bid for: **Curling Rink Floor Installation – 2025-RFT-095**

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 (INSERT SCOPE SECTION/DISCIPLINE)	**SUBCONTRACTOR COMPANY NAME**

Add rows if required.

END OF SECTION

APPENDIX D – LIST OF EQUIPMENT

Re: Bid for **Curling Rink Floor Installation**

1. This List of Equipment Form is acknowledged and agreed to form an integral part of the Bid for: **Curling Rink Floor Installation – 2025-RFT-095**

EQUIPMENT	SIZE	MAKE	MODEL

Add rows if required.

END OF SECTION

APPENDIX E – PRODUCT SUPPLIERS

Re: Curling Rink Floor Installation

1. This List of Product Suppliers Form is acknowledged and agreed to form an integral part of the Bid for: **Curling Rink Floor Installation – 2025-RFT-095**

PRODUCT	PRODUCT SUPPLIER

Add rows if required.

END OF SECTION

APPENDIX F – LABOUR AND EQUIPMENT RATES

Re: Bid for Curling Rink Floor Installation

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

   Curling Rink Floor Installation – 2025-RFT-095

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

SECTION D – ARTICLES OF AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS _____DAY OF _____2025

BETWEEN:

THE CITY OF IQALUIT

("the City")

-and-

_____

("the Contractor")

ARTICLES OF AGREEMENT

IN CONSIDERATION of the mutual promises and obligations contained in the Contract Documents, the City and the Contractor agree as follows:

A1. CONTRACT DOCUMENTS

1.1 The documents forming the Contract between the City and the Contractor, referred to herein as the Contract Documents shall consist of:

a) these Articles of Agreement;

b) the document attached hereto entitled "General Conditions";

c) the document attached hereto entitled "Supplementary General Conditions";

d) the documents attached hereto entitled "Plans and Specifications";

e) the documents attached hereto entitled "Tender Documents"; and

f) any amendment or variation of the Contract Documents that is made in accordance with the General Conditions.

1.2 The City will designate a representative for the purposes of the Contract.

1.3 In the Contract:

a) "Fixed Price Arrangement" means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates; and

b) "Unit Price Arrangement" means that part of the Contract that prescribes the product of a price multiplied by a number of units of measurement of a class as payment for performance of the Work to which it relates.

1.4 Any of the provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the Work to which a Fixed Price Arrangement is applicable.

1.5 Any of the provisions of the Contract that are expressly stipulated to be applicable only to a Fixed Price Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement is applicable.

A.2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

2.1 The Contractor shall between the date of these Articles of Agreements and September 30, 2025, in a careful and workmanlike manner, diligently perform and complete the following Work:

City of Iqaluit Curling Rink Floor Installation.

A.3 CONTRACT PRICE

3.1 Subject to any increase, decrease, deduction or set-off that may be made under the Contract, the City shall pay the Contractor at the times and in the manner set out or referred to in the General Conditions.

3.1.1 the sum of $ _____ in consideration for the performance of the Work or the part thereof that is subject to a Fixed Price Arrangement, excluding goods and services tax (GST); and

3.1.2 a sum that is equal to the aggregate of the products of the number of units of measurement of each class of labour, plant and material, as certified by the Engineer, multiplied in each case by the appropriate unit price that is set out in the Unit Price Table in consideration for the performance of the Work or the part thereof that is subject to a Unit Price Arrangement, excluding goods and services tax (GST).

3.2 For the information and guidance of the Contractor and the persons administering the Contract on behalf of the City, but not so as to constitute a warranty, representation or undertaking of any nature by either party, it is estimated that the total amount payable by the City to the Contractor for the part of the Work to which a Unit Price Arrangement is applicable will not exceed _____, GST excluded.

3.4 A3.1.2 and A3.2 are applicable only to a Unit Price Arrangement.

3.5 The Contract Price shall exclude Goods and Services Tax.

A.4 ADDRESSES

4.1 For all purposes of the Contract, the Contractor's address shall be deemed to be:

_____

4.2 For all purposes of the Contract, the City's address shall be deemed to be:

City of Iqaluit
100-1085 Mivvik
Street Iqaluit,
Nunavut, X0A3H0

SIGNED, SEALED AND DELIVERED in the presences of:

CONTRACTOR:

Per: _____ _____
Signature Witness

_____ _____
Name Date

_____
Position

Per: _____ _____
Signature Witness

_____ _____
Name Date

_____
Position

MUNICIPAL CORPORATION OF THE CITY OF IQALUIT

Per: _____ _____
Mayor Date

Per: _____ _____
Chief Administrative Officer Date

END OF SECTION

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: CONSULTANT NAME.

(hereinafter referred to as the "Consultant")

OF THE SECOND PART

WHEREAS the CITY OF IQALUIT has requested the Consultant to provide engineering services for the **Curling Rink Floor Installation;**

AND WHEREAS the Consultant has agreed to provide such services to the CITY OF IQALUIT in its proposal dated **August 7, 2025**;

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 **August 7, 2025** (the “Services”). 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 **August 7, 2025.**

2. TERM

    2.1. This agreement (“Agreement”) shall commence on the **September 5, 2025** and terminates on the **September 30, 2026** unless otherwise terminated in accordance with the provisions of this Agreement.

3. NOTICE AND ADDRESS

    3.1. Any notice required to be given herein, or any other communication required by this Agreement 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:

        Steve England
        Chief Admirative Officer
        100-1085 Mivvik Street
        City of Iqaluit
        Iqaluit, NU, X0A 3H0

    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 Agreement and its attachments constitute the complete agreement between the parties with respect to the provisions of Services. 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 OF IQALUIT.

4.2 If this Agreement 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 Agreement and may be used to clarify, explain or supplement this Agreement, but shall not be used to contradict any express terms of this Agreement.

4.3 In the event of a conflict between this Agreement, 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 (collectively, "Confidential Information"), by the Contractor, its agents or employees in the performance of any contract shall be deemed confidential. The Consultant shall (i) only use Confidential Information for the purpose of performing the Services, (ii) take such steps as are necessary to ensure that all Confidential is not disclosed to any other person and (iii) maintain confidential and secure all Confidential Information 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 according to the project schedule. 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 Agreement 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 Agreement 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 Agreement 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 on 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 term of this Agreement t 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 Agreement to any employee or Contractor the CITY OF IQALUIT by notice in writing to the Consultant.

5.11 This Agreement 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 and its agents, representatives and Subconsultants under this Agreement.

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 this Agreement 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 the reimbursement of 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, Subcontractor delegate the Services or any portion

thereof to, to any other party without the prior written consent of the CITY OF IQALUIT, which consent may withheld in the sole discretion of the CITY OF IQALUIT or provided on any terms the CITY OF IQALUIT may require in its sole discretion. In the case of a proposed assignment of monies owing to the Contractor under this Agreement, the prior consent in writing of the CITY OF IQALUIT must be obtained. The Consultant shall be liable and responsible for any such work provided by a Sub consultant.

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 t. At any time during the term of this Agreement 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.

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 The Consultant shall perform the Services with that degree of professional skill, care and diligence that an experienced and competent professional in the same field would use in performing similar services in relation to a project similar in scale and complexity to Services, and in a competent, efficient, lawful and ethical manner.

6.9 The Consultant shall provide all equipment, supplies and materials necessary in connection with providing and carrying out the Services. The Consultant shall obtain and maintain, at its expense, all permits and licenses, and comply with all Applicable Laws which shall or might affect or apply to the Services.

7. TERMINATION

7.1 The CITY OF IQALUIT may terminate this Agreement at any time upon giving written notice to this effect to the Consultant if, in the opinion of the CITY OF IQALUIT:

a) the Consultant is unable to deliver the Services as required;

b) the Consultant’s performance of the Services is persistently faulty;

c) in the event that the Consultant becomes insolvent or commits an act of bankruptcy;

d) in the event that any actual or potential labor dispute delays or threatens to delay timely performance of the Services; or

e) the (Consultant defaults or fails to observe the terms and conditions of the contract in any material respect.

7.2 This Agreement shall terminate as of the day for termination set out in the written notice provided under clause 7.1 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 holdback 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 to 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.

8.6 Without prejudice to any other right or remedy of the CITY OF IQALUIT, the obligation of the CITY OF IQALUIT to make any payment to the Consultant under or in connection with this Agreement is subject to the CITY OF IQALUIT's right to deduct or set off against any such payment any sum which may be due to the CITY OF IQALUIT, or to which the CITY OF IQALUIT has a claim, under this Agreement or under any other agreement with the Consultant.

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 work 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 an 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 nonowned, 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 Agreement.

All policies shall provide thirty days written notice 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 Agreement 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.

10. 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.

10.5 **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.

10.6 **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.

10.7 **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:
	[LEGAL NAME]
_____	_____
Name/Title	Name/Title
_____	_____
Signature	Signature
_____	_____
Date	Date
_____	_____
Witness	Witness

END OF SECTION