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Iqaluit

REQUEST FOR
STANDING OFFER - GENERAL BUILDING MAINTENANCE

PROPOSAL CALL: July 11, 2025

PROPOSALS DUE: July 31, 2025

2025-SOA-001

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1. PROJECT OVERVIEW

The City of Iqaluit is seeking proposals from qualified and experienced service providers to enter into a General Building Maintenance Standing Offer Agreement for a term of 9 months. The objective of this Standing Offer Agreements (SOA) is to establish a dependable arrangement with a contractor capable of providing a wide range of high-quality maintenance and renovation services for City-owned and operated facilities.

Additionally, the proponents will be expected to respond to urgent repair needs and provide recommendations for building improvements where applicable. This Standing Offer is intended to support the City's commitment to maintaining safe, functional, and well-maintained facilities, while also improving operational efficiency and supporting proactive asset management over the long term

1.1 Background

1.1.1 Location

Iqaluit is the capital of the Nunavut Territory and is located at the south end of Baffin Island near the end of Frobisher Bay (63°45'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 and Valleyfield in the summer.

1.1.2 Geology and Terrain

Iqaluit's location is above the tree line and within the permafrost zone of Canada. The region generally consists of glacially scoured igneous/ metamorphic terrain. In some locations, a thin layer of organic material is found.

1.1.3 Climate

Iqaluit has an Arctic climate with an average January temperature of -21.5°C and July average temperature of 8°C. The annual precipitation is made up of 19.2 cm of rainfall and 255.0 cm of snowfall for a total of 43.0 cm of precipitation. The prevailing winds are northwest at 16.7 km/hr.

1.1.4 City Growth and Population

The City is the newest Capital City in Canada and as a result has experienced a period of rapid development and growth. Iqaluit is the seat of government for the Territory of Nunavut and is the home base of many federal and territorial government departments. The City is rapidly developing into a regional center for the territory with many northern businesses in Inuit organizations making it their base of operations.

The current population of Iqaluit is estimated at about 8,300 people with an average annual growth rate between three and four percent.

1.1.5 Land Ownership System

Iqaluit has a unique land ownership system. The major landowners in Iqaluit are the Commissioner of Nunavut, the City and the regional Inuit associations. These entities in turn lease land to individuals, corporations and other government departments. The City land is administered by a land acquisition by-law and by a Territorial Statute. Generally speaking, there is no private ownership of land.

1.2 Definitions

The following terms and definitions listed shall apply within this SOA:

City/ Client/ Owner	means	the Municipal Corporation of the City including; means any entity as defined in the Supplementary Conditions, which may be the same entity as the City as defined herein.
City Representative	means	the individual assigned to the Project, who will be representing the City.
City Website	means	www.iqaluit.ca.
Closing Time	means	the time set out in paragraph 2.7
Services Contract	means	the executed agreement between the city and the Contractor for Professional Services.
Evaluation Committee	means	a committee appointed by the city in order to evaluate all submitted proposals in order to determine a preferred proponent.
Preferred Proponent	means	the company or firm that has been selected by the City's Evaluation Committee and who will initially discuss the contract arrangements based upon acceptance of the proponent's proposal.
Contractor	means	corporation, partnership, or joint venture who will provide the technical and professional services defined in the Services Contract.

Professional Services	means	the technical and professional services to be provided by the Contractor under a Services Contract.
Project	means	means the project as per the City's call up.
Proponent	means	a corporation, partnership, or joint venture from whom a Proposal was received.
Proposal	means	the document submitted in response to this SOA.
Supplementary Conditions	means	the Supplementary Conditions forming APPENDIX B.
This contract	means	the Contractor contract for which this Standing Offer Agreement is issued.
User group	means	the City or the users of the facility for which the City is responsible.
Journeyman	means	A certified tradesperson possessing a valid Red Seal, Inter-Provincial, or Territorial qualification certificate, accepted by the appropriate government authority
Apprentice	means	A worker formally enrolled in the Nunavut apprenticeship program who has completed a minimum of one year of relevant training.
General Labourer	means	An individual not enrolled in any apprenticeship program, assigned to assist skilled tradespersons and carry out general tasks.
Facilities Manager	means	The Facilities Manager responsible for overseeing maintenance operations and service requests

1.3 Project Scope

The Contractor shall provide general building maintenance services for the City of Iqaluit's municipal facilities under a Standing Offer Agreement (SOA) for 9 months term. The primary objective is to ensure that municipal buildings remain safe, fully functional, and visually presentable. Services will be initiated through a Work Order Request Form, authorized by the Facilities Manager or their designate. The Contractor shall perform a broad range of tasks including interior and exterior renovations, minor construction work, and overall maintenance duties. All work must comply with applicable codes, municipal by-laws, occupational health and safety regulations, and quality standards**.**

General Maintenance Tasks

The Contractor may be required to perform a wide range of building maintenance and minor renovation tasks, including but not limited to:

- **Framing Construction**: Erecting or repairing wall studs, ceiling frameworks, flooring structures, and roof systems.
- **Door and Window Installation**: Replacing or installing doors and windows, including adjusting frames and ensuring proper insulation and weatherproofing.
- **Staircases and Railings**: Fabricating, installing, or repairing interior and exterior staircases and handrails.
- **Custom Carpentry**: Constructing and installing built-in cabinetry, custom shelving, or other millwork.
- **Trim and Molding**: Installing or replacing baseboards, crown moldings, door casings, and window trim.
- **Deck Construction and Repairs**: Building new decks or restoring damaged outdoor deck structures.
- **Flooring Installation**: Installing wood, laminate, or composite flooring in various rooms and buildings.
- **Partition Construction**: Creating wood partitions or temporary room dividers to accommodate operational needs.
- **Drywall and Plastering**: Performing new drywall installations or repairs, including sanding, patching, and plastering.
- **Painting**: Completing touch-up and full-surface painting of walls, ceilings, and trim using appropriate primers and finishes.

- **Wood Structural Repairs**: Replacing or reinforcing deteriorated or rotted wood components.
- **Siding Installation and Repairs**: Installing or maintaining exterior siding using wood or composite materials.
- **Demolition**: Safely removing non-structural interior or exterior elements as part of renovations.
- **General Upkeep**: Performing miscellaneous tasks such as minor hardware replacement, signage installation, and fixture adjustments.
- **Emergency and Seasonal Tasks**: Removing snow from entrances and walkways, clearing debris, or assisting during emergency facility repairs.

Work Order and Reporting

All maintenance services will be initiated via a formal Work Order. The Contractor would be asked to submit a cost estimate aligned with the unit rates established in the SOA. Upon approval, a Service Request will be issued. The Contractor must:

- Maintain a detailed logbook on-site outlining tasks performed.
- Submit service reports upon job completion.
- Properly tag and store replaced parts for City review.
- Keep all job sites clean and secure. No separate Work Orders will be issued for cleanup activities.

Qualifications

Work must be supervised or executed by a qualified Journeyman. The Contractor must:

- Submit proof of Journeyman qualifications.
- Provide documentation of all Apprentices or General Labourers.
- Obtain City approval for all personnel involved in service delivery.

Materials and Parts

- All materials used must meet or exceed manufacturer specifications or be approved equivalents.

- Emergency replacements must be followed by installation of approved parts prior to billing.
- Replaced components must be labeled and retained for inspection.

One-Year Guarantee

All materials and workmanship must be guaranteed for one year from the date of acceptance. Any defects must be corrected within 24 hours of notification, at no additional cost to the City.

Inspection of Services

- All work is subject to inspection by the City or designated officials.
- Non-compliant or unsatisfactory work must be rectified.
- Payments do not constitute acceptance.
- The City's determination in disputes is final and binding.

Cleanup on Completion

Upon completion of each job, the Contractor must:

- Thoroughly clean affected surfaces and equipment.
- Remove debris, tools, and unused materials.
- Dispose of all waste in accordance with municipal guidelines.

Safety and Risk Prevention

The Contractor shall:

- Prevent injury to persons or damage to property.
- Avoid obstructing pedestrian or vehicle traffic.
- Take precautions to eliminate fire hazards.
- Ensure a safe work environment for all personnel.
- Provide adequate medical and sanitation facilities.
- Be responsible for damage caused by their vehicles or equipment.

- Bear all costs related to accidents or property damage.

Health and Safety Compliance

- The Contractor and their personnel must comply with all relevant health and safety laws in Nunavut.

Hazardous Substances

If hazardous materials are encountered:

- Immediately report the issue in writing to the City.
- Cease work in the affected area.
- Follow all relevant environmental and occupational safety regulations.
- Ensure exposure levels do not exceed legal limits.

Contract

The City reserves the right to terminate the contract if the Contractor:

- Fails to meet deadlines or deliverables.
- Provides substandard work.
- Breaches health or safety policies.
- Fails to meet agreed-upon performance standards.

Cancellation

Either party may terminate the SOA with 60 days' written notice. The Contractor will be compensated for all work completed up to the termination date.

Non-Exclusivity

This agreement is non-exclusive. The City reserves the right to engage additional service providers if deemed necessary.

2. INSTRUCTIONS TO PROPONENTS

2.1 Submission

Proponents must submit their proposals by electronic submission (PDF format), through email to:

Oghenerugba Ugboduma
Project Officer of Engineering and Capital Projects
O.Ugboduma@iqaluit.ca

Proponents must address proposals to:

City of Iqaluit
Bruce Allan Giles
Facilities Manager – Maintenance
1549 Sivumugiaq Street
X0A 3H0, Iqaluit, Nunavut

Proponents will be required to submit a single file. The file should be labeled as follows:

> *"2025-SOA-001 – Standing Offer – General Building Maintenance – Proponent Name"*

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

2.2 Inquiries

All inquiries concerning this SOA 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 Proponents, all firms who have received the SOA will receive information with respect to significant inquiries in the form of written addenda or clarifications. Verbal explanations or instructions will not be binding.

The deadline for submitting inquiries will be as per Table A below.

2.3 Addenda

If it is determined that an amendment is required to this SOA, a written addendum will be posted via City Website. It is the Proponents' responsibility to check the City's website to confirm whether an addendum has been posted. The only way this SOA may be added to or amended in any way is by a formal written addendum. No other communication, whether written or oral from any person, will affect or modify the terms of this SOA or may be relied upon by any Proponent.

The City may amend, supplement or otherwise modify this SOA at any time and from time to time prior to the Proposal submission date, only by written addenda.

2.4 Proponent Requirements

The successful Proponent must have a valid City of Iqaluit Business License prior to commencement of the Project. The Preferred Proponent shall apply for a license immediately upon notification of call up, should they not hold a valid license. Proponents should also confirm for any project whether they are required to register their legal entity in Nunavut Territory.

2.5 Opening of the Proposals

There will be no public opening of the Proposals.

2.6 Validity of Offer

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

2.7 Intended SOA Process Schedule

The City estimates the schedule for the Standing Offer Agreement process milestones will be as follows:

***Table A** – SOA Process Schedule*

Milestone	Date
Issue SOA	July 11, 2025
Last Day for Proponent Questions	July 24, 2025
SOA Closes – Submission Deadline	July 31, 2025 at 3:00:00 PM EST
Standing Offer Agreement Acceptance	August 8, 2025

3. PROPOSAL REQUIREMENTS

Proponent submissions should be prepared in sections, with the content of each section as specified below. Concise submissions which address the section requirements are encouraged. Where a maximum number of pages are specified, each page is based on a single side of an 8 ½ x 11 sheet, with text no smaller than size 11 Arial font.

3.1 Submission Requirements

3.1.1 Section A – Qualifications and Experience

Provide an organizational chart describing the Proponent's Project Team for the Standing Offer. Provide a summary of key Project Team personnel, and include the information below:

1. Name.
2. Corporate affiliation.
3. Experience, education, and explanation of how each individual qualifies for the proposed role they would occupy for each category.
4. List any 2 reference Projects per resource and describe the individual's role on each of the Projects.

Include the individual's resume (maximum 3 pages each) as an appendix to the proposal.

3.1.2 Section B – Mandatory Submission Requirements

Provide all mandatory requirements, as identified in Section 4.2. Proponents who fail to submit mandatory items will not proceed to the next phase of evaluation.

3.2 Financial Submission Requirements

3.2.1 Contractor's Professional Fees

Submit a completed and unqualified Cost Submission Form, included in Appendix A, based on the work being requested under this SOA.

4. REQUIREMENTS

4.1 Standing Offer List Inclusion

Proponents placed on a pre-qualified Standing Offer List. The Standing Offer List will remain active for the 9-month duration of the agreement.

Inclusion on the Standing Offer List does not create an exclusive right to provide services to the City. The City may solicit services from any listed Contractor at its sole discretion, and no minimum volume of work is guaranteed under this Standing Offer.

4.2 Mandatory Requirements

Proponents may be individual firms, or consortia of firms. Proponent's Proposals must demonstrate in their Proposals that the following mandatory requirements can be met.

Proponents must:

1. Provide evidence satisfactory to the City from the Proponent's insurer that the Proponent is able to obtain the insurance coverage as specified in APPENDIX F City's Standard Service Agreement.

2. Include the submission of the Proponent's latest valid WSCC/ WSIB Certificate of Clearance or equivalent for the jurisdiction it is submitting from.

3. Include a completed sign-off of Proposal submission, as per the requirements in APPENDIX E.

4.4 Rejection of Unacceptable Proposals

The Evaluation Committee may at any time reject a Proposal without completing a full evaluation (including a Proposal from a Proponent that complies with the Mandatory Requirements), if in the judgment of the Evaluation Committee further consideration of the Proposal would not be acceptable as the basis for a contract.

The City reserves the right without liability, cost or penalty, in its sole discretion to disqualify any Proposal before its full evaluation if the Proposal reveals a conflict of interest, incorrect information, or misrepresentation by the Proponent of any information provided in its Proposal. The City further reserves the right without liability, cost or penalty, in its sole discretion to disqualify any Proposal where there is evidence that the Proponent, its employees, agents or representatives colluded with one or more other Proponents or any of their respective employees, agents or representatives in the preparation of the Proposal.

5. TERMS AND GENERAL CONDITIONS

5.1 Terms and Conditions

5.1.1 Submission of a Proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by all the terms and conditions of this Standing Offer Agreement.

5.1.2 The City will not make any payments for the preparation of a response to this Standing Offer Agreement. All costs incurred by a Proponent will be borne exclusively by the Proponent.

5.1.3 The City does not, by virtue of this SOA, commit to an call up of any contract, nor does it limit itself to accepting the lowest price or any Proposal submitted, but reserves the right to call up proponent in any manner deemed to be in the City's best interest.

5.1.4 Proponents may not amend their Proposal after the closing date and time but may withdraw their Proposal at any time prior to acceptance by the City.

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

5.1.6 The City will not be responsible for any Proposal that does not indicate the Standing Offer Agreement reference, and the Proponent's name.

5.1.8 If a Standing Offer is established as a result of this Request, it will be called up to proponents who, in the City's opinion, provide the best overall value for each service. The selected proponents must demonstrate the capability to meet all requirements outlined in the call.

5.1.9 If the City decides to have a call up on a submission received in response to this Standing Offer Agreement, the Successful Proponent will be notified of the intent to call up in writing, and the subsequent execution of a written agreement shall constitute the making of a Services Contract. Proponents will not acquire any legal or equitable rights or privileges whatsoever until a Contract is signed by both parties. In the event of any inconsistency between this Standing Offer Agreement, and any ensuing contract, the contract shall govern.

5.1.10 The Services Contract will be in the form of the City's standard "City of Iqaluit Services Agreement", attached to this SOA as Appendix 'F'.

(a) Submitting a Response indicates acceptance of all the terms and conditions set out in this RFSO, SOA, and Contract, including those that are included in all attachments and any Addenda.

(b) By submitting a Response, the Respondent confirms that it has carefully read and examined the RFSO and SOA and its attachments and conducted such other investigations as were prudent and reasonable in preparing a response.

(c) If a SOA is called up as a result of this RFSO, it will contain the relevant provisions of this RFSO, the accepted provisions of the Response, and any other terms as may be mutually agreed upon.

(d) The terms and conditions of this RFSO, SOA or Contract shall take precedence over the Respondent's provisions to the extent of any inconsistencies. Responses that include any contradiction, restriction or modification to the terms and conditions of this RFSO, SOA or pro forma Contract are not binding on the City of Iqaluit, and may be treated as though not written and considered removed or result in rejection of a Respondents submission.

5.1.11 A copy of the Services Agreement is included as APPENDIX 'F'.

5.1.12 Any amendment made by the City to the Standing Offer Agreement will be issued in writing and sent to all who have received the documents.

5.1.13 An Evaluation Committee will review each Proposal. The City reserves the exclusive right to determine the qualitative aspects of all Proposals relative to the evaluation criteria.

5.1.14 Proposals will be evaluated as soon as practicable after the closing time. No details of any Proposal will be made public except the names of all parties submitting Proposals.

5.1.15 The proposal and accompanying documentation submitted by the proponents are the property of the City and will not be returned.

5.1.16 Proponents must acknowledge receipt of any addenda issued by the City in their Proposal.

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

5.1.18 Proponents and their agents will not contact any member of the City Council, City Staff or City Contractors with respect to this Standing Offer Agreement, other than the City Representative named in section 2.1, at any time prior to the call up of a contract or the cancellation of this Standing Offer Agreement.

5.2 No Collusion

By submitting a Proposal, the Proponent, and each firm, corporation or individual member associated with the Proponent's Proposal submission, represents and confirms to the City, with the knowledge and intention that the City may rely on such representation and confirmation, that its Proposal has been prepared without collision or fraud, and in fair competition with Proposals from other Proponents. Include confirmation of this under Item 3.1 of the Proposal submission.

5.3 Conflict of Interest

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with Colliers Project Leaders, the City, its elected officials or employees, or any known participants in the Project. The City may rely on such disclosure.

The Proposal submission includes confirmation of the Proponent's agreement to conform to the conflict-of-interest requirements and disclosures as indicated in Supplementary Conditions SC2 – CONFLICT OF INTEREST.

5.4 Accuracy of Information

While the City has made considerable efforts to ensure an accurate representation of information in the Standing Offer Agreement, the information contained in this Standing Offer Agreement is supplied solely as a guideline for Proponents. The City gives no representation or warranty whatsoever as to the accuracy or completeness of any of the information set out in this Standing Offer Agreement, or any other background or reference information or documents prepared by third parties and made available to Proponents. Proponents will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the City or its representatives, agents, Contractors and advisors, with respect to such information.

5.5 Confidentiality

Proponents shall treat all information received through this Standing Offer Agreement process and subsequent contract call ups as confidential and will not disclose such information to any person except with the prior written consent of the City.

the Proposal submission, include confirmation of the Proponent's agreement to conform to the confidentiality requirements as indicated in Supplementary Conditions SC1 – CONFIDENTIALITY. The Contractor shall ensure that all drawings, specifications and other documentation prepared for the Project and designated as confidential by the Owner, are prominently stamped on each page or sheet of each document with the word" CONFIDENTIAL" prior to release for construction bidding purposes or during the course of the Work.

5.6 Working Language

All Proposals must be written in English.

5.7 Terms of Payment

Contractor will be paid on an invoiced fee for service basis, as followed:

- Proponent will be engaged to provide services only at the request of the City, on the basis of completing activities on an “as engaged” basis. The Proponent will be paid monthly, once all of the work is completed. All of the fully completed activities shall be itemized on the Proponents invoice, including number of hours required to complete each activity at the end of each month. Services will be deemed to be complete only after all of the documentation has been received and approved by the Facilities Manager.

- Invoices are to clearly denote the following:

    - Work Order Number;
    - City Services Contract Number;
    - City Allocation Code;
    - the Facility for which the services have been provided;
    - the date(s) the service(s) were provided, as per the Work Order form;
    - the nature of the work completed;
    - the name of City of Iqaluit employee who requested the work;
    - the hours of individual tradespersons directly involved in providing services multiplied by their hourly rate as shown on the unit price schedule (Appendix A);
    - any parts/materials required must be shown on the invoice with the supplier/manufacturer quotation and the contractors mark-up. The mark-up must be as per the rate established (Appendix A);
    - The work order(s) must be included with the invoice for reference purposes.

- All invoices are to be submitted to the City’s Facilities Manager for review, approval, and processing. Invoices are **not** to be forwarded to the City’s Finance Department.

- Compensation for any Additional Work, not described in the Work Order, must be approved in writing by the Facilities Manager, prior to the work taking place. Additional work not approved by the City’s Facilities Manager will not be paid.

- Additional work outside the scope of this standing offer agreement contract, will be completed per the unit rates established within the contract.

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

- Invoices shall include backup for all disbursements (time sheets may be requested). This includes parts and materials required to perform with work, along with the relevant mark-up per the contract.

5.8 WSIB/ WSCC Certificate

Proposal submission should include submission of the Proponent's latest WSIB or WSCC Certificate of Clearance (failure to submit a certificate or letter of exemption from coverage with the Proposal may result in disqualification of the Proposal). Proponents with no WSCC coverage must apply to the Government of Nunavut with 10 working days of starting operations.

5.9 Health and Safety

The successful Proponent shall provide the City a copy of its Health and Safety plan within 5 calendar days of execution of the contract call ups. The successful Proponent shall always comply with the City's health and safety requirements while working in Iqaluit.

5.10 Services Contract

In the event of any conflict or inconsistency between the provisions of this SOA and an executed Services Contract, the provisions of the executed Services Contract shall govern to the extent of the conflict or inconsistency.

6. CONTRACTOR SCOPE OF WORK

The City will provide a brief description of the work prior to each call-up.

7. SCHEDULE

7.1 Timelines

The Standing offer will be valid from the date of call up to April 30, 2026.

APPENDIX A – COST SUBMISSION FORM

Proponent's Name: _____

Proponent's Address: _____

Proponent Email/ Telephone: _____

Provide the following cost breakdown for the services detailed herein that the Proponent is proposing to offer the City of Iqaluit during the Standing Offer Period.

The following table is the 'Unit Price Schedule' Hourly rates must include among other things, mobilization, demobilization, cleaning, profits, administration/ reporting, transportation, and equipment.

Only those expenses invoiced at the above bid rate will be paid. Markup shall include any administration fees, transportation costs, and storage fees associated with the parts and materials required to complete the work. The City of Iqaluit retains ownership of any parts or materials purchased expensed as a part of this contract.

Table A1 Fee Tables

Item	Description	(a) Weight	(b) Hourly Rate	Weighted rate (a*b/100)
1.	Tradesperson with Red Seal Endorsement	35	$	$
2.	Tradesperson without Red Seal (Apprentice)	30	$	$
3.	General Labourer	25	$	$
			Weighted Rate Total	$

Note: The City reserves the right to amend estimated weightings for evaluation purposes.

END OF APPENDIX A

APPENDIX B – SUPPLEMENTARY CONDITIONS

Amend the General Conditions as follows:

SC 1 Confidentiality

.1 The Contractor and the Contractor's employees and sub-Contractors shall not use, copy, disclose or otherwise communicate and information not available to the general public that was gained by them in the course of their duties related to this Contract, except as is necessary in the proper discharge of those duties. This obligation survives the Contract.

.2 All information provided by the Contractor is subject to the disclosure and protection provisions of applicable freedom of information and privacy legislation. Such Act allows any person a right of access to records in the Client's custody or control, subject to limited and specific exceptions.

SC 2 Conflicts of Interest

The Contractor and the Contractor's employees:

.1 shall conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question.

.2 shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests. Any communication with the City's elected officials before the contract call up shall result in disqualification of the Proponent.

.3 shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly, or indirectly with the performance of their duties relating to this Contract, that causes, or would appear to cause, a conflict of interest, and

.4 shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Contractor shall promptly declare it to the Client.

SC 3 Project History File

.1 All project documentation shall be considered deliverables and shall form the core of the Project History File. A project history file is to be submitted to the Client prior to project closeout. It is the Contractors responsibility to ensure that the requirements for all deliverables be applied to all sub-Contractors and vendors.

.2 All supporting and originating data (calculations, graphs, data, pictures, drawings checks, tables, etc.) that are developed and incorporated into the deliverable documentation shall be included in Project history file.

.3 All data collected as part of the Project and relating to the deliverables that have been organized into database tables and spreadsheets shall be included electronically as supporting data for the deliverable. This information will be incorporated into the project history file.

.4 The project history file will be submitted electronically in a logical file folder structure.

END OF APPENDIX B

APPENDIX C – LIST OF PERSONEL

The following personnel will be employed on this project. Include all tradespersons holding Red Seal endorsements and those not holding Red Seal endorsements and/or apprentices separately The City may request confirmation of proposed tradesperson trades certificates and/or qualification level and/or GN Apprentice Registration Number which are noted in the table below:

Name	**Qualification**	**Occupational Certificate (include Province/Territory of Issue) or** **Apprentice Registration #**
Tradespersons Holding Red Seal Endorsements Only		
Tradespersons Not Holding Red Seal Endorsements		

END OF APPENDIX C

APPENDIX D – SUBCONTRACTORS

1. 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.

2. 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	Hourly Rate ($/Hr)

END OF APPENDIX D

APPENDIX E – SIGNING SHEET

I/We agree that we have received addenda ____ to ____ inclusive, and the Proposal Pricing includes provisions set out in such addenda.

I/We confirm agreement to conform to the confidentiality requirements as indicated in Supplementary Conditions SC1 – Confidentiality.

I/We confirm agreement to conform to the conflict-of-interest requirements and disclosures as indicated in Supplementary Conditions SC2 – Conflict of Interest.

Signers must have the authority to bind the company.

Signed, and delivered on this _____day of _____ 20__.

Signature of Name (Authorized official or principal who has authority to bind the company)

Legal Company Name

Address: #Street, Municipality, Province/ Territory, Postal Code

Name: Print or Type

Title

Email

Telephone #

END OF APPENDIX E

APPENDIX F – CITY OF IQALUIT SERVICES AGREEMENT

<For Contractors Call Up Contracts>

BETWEEN: THE MUNICIPAL CORPORATION OF THE CITY OF IQALUIT

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

OF THE FIRST PART

AND: CONTRACTOR NAME.

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

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

AND WHEREAS the Contractor 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 Contractor wish to set out the terms and conditions relating to the provision of such services.

THEREFORE, the CITY OF IQALUIT and the Contractor agree as follows:

1. SERVICES AND PAYMENT

1.1 The Contractor 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>** (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 **<insert proposal date>.**

2. TERM

2.1. This agreement (“Agreement”) 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 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:

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

Reference:

ii) If to the Contractor at:

<Insert Contractor Representative Name>
<Insert Contractor/ 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 Standing Offer Agreements or tender call, the provisions of the Standing Offer Agreements or tender call and the Contractor'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 Contractor's bid or proposal submission, and the City's original tender bid instructions or Standing Offer Agreements, 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 Contractor 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 Contractor. This clause survives the termination of this contract.

5.2 Time shall in every respect be of the essence. The Contractor shall deliver the Services according to the project schedule. The CITY OF IQALUIT may grant reasonable extensions to the Contractor for

delays, if the Contractor can show those delays were caused by circumstances beyond the control of the Contractor.

5.3 The Contractor is an independent Contractor 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 Contractor. The Contractor 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 Contractor 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 Contractor hereby absolutely assigns to the CITY OF IQALUIT the copyright in the property for the whole of the term of the copyright. The Contractor 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 Contractor 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 Contractor.

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. CONTRACTOR RESPONSIBILITIES

6.1 The Contractor 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 Contractor and its agents, representatives and SubContractors under this Agreement.

6.2 The Contractor 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 Contractor for use in connection with this Agreement if such loss or damage is attributable to the negligence or deliberate acts of the Contractor or its employees or agents.

6.3 If, in the opinion of the CITY OF IQALUIT acting reasonably, the Contractor is in default in respect of any obligation of the Contractor hereunder, the CITY OF IQALUIT may rectify such default and pursue a claim against the Contractor 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 Contractor 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 Contractor shall be liable and responsible for any such work provided by a SubContractor.

6.5 The Contractor shall keep proper accounts and records of the services for a period of 9 months 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 Contractor shall produce copies of such accounts and records upon the written request of the CITY OF IQALUIT.

6.6 The Contractor 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 Contractor 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 Contractor, the CITY OF IQALUIT may require the Contractor 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 Contractor 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 Contractor shall provide all equipment, supplies and materials necessary in connection with providing and carrying out the Services. The Contractor 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 Contractor if, in the opinion of the CITY OF IQALUIT:

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

b) the Contractor's performance of the Services is persistently faulty;

c) in the event that the Contractor 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 (Contractor 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 Contractor shall forthwith invoice the CITY OF IQALUIT for work performed to the date of termination.

7.3 Any invoice submitted by the Contractor 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 Contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. 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 Contractor against any monies owed by the Contractor 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 Contractor 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 Contractors (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 Contractor or a SubContractor arising out of the execution of work, pay any amount, which is due and payable to the Contractor under the contract, if any, directly to the obligee of and the claimants against the Contractor or SubContractor.

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 Contractor 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 Contractor.

9. INSURANCE AND LIABILITY

9.1 The Contractor'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 Contractor'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 Contractor's directors, officers, employees, insurers, agents and sub-Contractors.

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 Contractor 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 Contractor 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 Contractor or any sub-Contractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor 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 Contractor'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 Contractor and used by the Contractor 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 *
- Contractor'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-Contractors as additional insureds only with respect to the terms of this Agreement and shall extend to cover the employees of the insureds hereunder.

The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

The Contractor 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 Contractor 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 Contractor 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 CONTRACTOR:
	[LEGAL NAME]
_____	_____
Name/Title	Name/Title
_____	_____
Signature	Signature
_____	_____
Date	Date
_____	_____
Witness	Witness

END OF APPENDIX F

APPENDIX G – WORK ORDER REQUEST FORM

INITIATION SECTION *(TO BE COMPLETED BY FACILITIES MANAGER)*		
Date (dd/mm/yy): _____	**Location:** _____	**Contractor** _____
Maintenance Repair Request		**Inspection Request**
Work Required/ Problem on Site:		
Site Conditions:		
Parts Required for Repairs (if any):		
Scheduling		
Required By-Date: _____	**Type of Request:**	Planned / Emergency
Contracting Details:		
SOA: _____	**Service Contract No.:** _____	
FOR INVOICING PURPOSES	***Allocation Code:***	***W/O #:***

REPAIR/ INSPECTION SECTION *(TO BE COMPLETED BY CONTRACTOR)*
Description of Services Undertaken:
Conclusions/ Recommendations:

CLOSE-OUT SECTION *(TO BE COMPLETED BY FACILITIES MANAGER)*		
Job Status: _____ **Has the Asset Been Returned to Service?** _____		
Observations/ Notes:		
Sign-Off:		
Reviewed by – Facilities Manager:		
Name:	Signature:	Date:
Reviewed by - Contractor:		
Per:	Signature:	Date:

END OF APPENDIX G

END OF SOA