



**REQUEST FOR PROPOSAL  
FOR THE PROVISION OF DESIGN/BUILD SERVICES FOR  
Municipal Fleet Storage Garage**

**PROPOSAL CALL: June 18, 2026**

**PROPOSALS DUE: August 5, 2026 – 3:00 PM EST**

**PROJECT NO. 2026-RFP-009**



**DESIGN BUILD  
MUNICIPAL FLEET STORAGE GARAGE  
2026-RFP-009**



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## PART I - PROCUREMENT AND CONTRACT REQUIREMENTS

### SECTION A – PROPOSAL CALL

#### 1. INTRODUCTION

- 1.1 The City of Iqaluit (the “City”) is issuing a Request for Proposal (“RFP”) for Proponents to provide detailed design and construction services as further outlined in this RFP for the Municipal Fleet Storage Garage Project (the “Project”). The Project entails the design and construction of a fully integrated, heated fleet storage building located in Iqaluit, Nunavut, engineered to deliver an industrial-grade, low-maintenance facility with a minimum 50-year design lifecycle optimized for Arctic conditions. The facility will support the trucked water & sewer utility fleet operations by housing heavy utility vehicles, providing dedicated staff support amenities (washrooms and laundry) and enclosing primary mechanical and electrical systems.
- 1.2 The Design/Builder’s team will be retained to provide both technical and professional engineering services for site assessment, surveying, detailed engineering and related design services, and for the supply of materials, fabrications, installation and commissioning of final products for the Project. Detailed engineering and design must be conducted by the Design/Builder through a retained Professional Engineer licensed in the Territory of Nunavut, and all design documents must be stamped and signed accordingly.
- 1.3 The City invites individual firms or consortiums of firms to submit Proposals for the above-referenced Project in accordance with the terms and conditions of this RFP.

#### 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.

##### 2.4 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 and Inuit organizations making it their base of operations. The current population of Iqaluit is estimated at about 8,000 people with an average annual growth rate between three and four percent.

2.5 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.

**3. DEFINITIONS**

3.1 The following terms and definitions listed shall apply within this RFP:

<i>City</i>	means	The Municipal Corporation of the City of Iqaluit.
<i>City Representative</i>	means	The individual assigned to the Project, who will be representing the City. Director of Engineering and Capital Projects.
<i>City Website</i>	means	<a href="https://www.iqaluit.ca">https://www.iqaluit.ca</a>
<i>Construction Contract</i>	means	The executed agreement between the City and the Design/Builder for the Project.
<i>Design/Builder</i>	means	The person which will perform the design and construction work.
<i>Evaluation Committee</i>	means	A committee appointed by the City to evaluate all submitted Proposals to award the Construction Contract.
<i>PEB</i>	means	Pre-engineered building.
<i>Professional Services</i>	means	The technical and professional services to be provided by the Design/Builder under the Construction Contract.
<i>Project</i>	means	The City of Iqaluit Municipal Fleet Storage Project.
<i>Project Manager</i>	means	The Project Manager assigned to the Project by the City.
<i>Project Team</i>	means	The group of people, which includes the City Representative, the Project Manager, the City Engineering Consultant, and any other person invited from time to time by the City Representative or the Project Manager.
<i>Proponent</i>	means	A person from whom a Proposal is received.
<i>Proposal</i>	means	The proposal submitted in response to this RFP.
<i>Successful Proponent</i>	means	The successful Proponent engaged by the City to deliver the Project using the Design/Build delivery model.

**4. PROPOSAL CALL**

4.1 Proponents must submit their Proposals by electronic Proposal submission only, through MERX Canadian Public Proposals. MERX can be accessed via the following website link – <https://www.merx.com/>. Proponents must address Proposals to:

City of Iqaluit

Kevin Kerr  
Director of Engineering and Capital Projects  
[k.kerr@iqaluit.ca](mailto:k.kerr@iqaluit.ca)

and

Oghenerugba Ugboduma  
Project Officer of Engineering and Capital Projects  
[o.ugboduma@iqaluit.ca](mailto:o.ugboduma@iqaluit.ca)

- 4.2 Proposals are required to conform to the conditions below. For further instructions on how to submit an electronic Proposal through MERX, refer to the MERX Electronic Proposal Supplier Guide, via the following link – <https://marketing.merx.com/Support/EBSSGuide.pdf>. Alternatively, you can contact MERX customer service at 1-800-964-6379.
- 4.3 Proponents must obtain a unique PIN number from MERX in order to upload electronic Proposal 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 response to an RFP.
- 4.4 Electronic Proposals are to be received before **August 5, 2026 – 3:00 PM EST** (the “Closing Time”). The City will not be responsible for any technological issues that result in late delivery. Proponents are encouraged to allow sufficient time for upload.
- 4.5 The final decision on whether to accept late Proposals is at the City’s discretion, provided that the same opportunity is provided to all Proponents.
- 4.6 The City estimates the schedule for the RFP process milestones will be as follows: The estimated schedule may be subject to change.

<b>Milestone</b>	<b>Date</b>
Issue RFP	June 18, 2026
Last Day for Proponent Questions	July 21, 2026
RFP Closes – Submission Deadline	August 5, 2026 3:00 PM EST
Evaluation & Approvals	August 14, 2026
Construction Contract Award	August 25, 2026
Project Kick-Off Meeting	September 2, 2026

**END OF SECTION**

## **SECTION B – PROPOSAL CONDITIONS**

### **1. SUBMISSION REQUIREMENTS**

#### **1.1 Format and Signature Requirements**

- 1.1.1 The Proponent shall complete all documents pertaining to this Proposal in English and in ink or in type.
- 1.1.2 If the Proponent is an individual or a partnership, the Form of Proposal 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”).
- 1.1.3 If the Proponent is a corporation, the Form of Proposal shall be executed under the seal of the corporation, affixed in the presence of the authorized officers or two directors.
- 1.1.4 If the Proponent is a joint venture, each party to the joint venture shall execute the Form of Proposal under seal in the manner appropriate to such party.
- 1.1.5 The Proponent shall submit to the City in their completed Form of Proposal, which includes:
  - a. Appendix A – Technical Proposal
  - b. Appendix B – Fee Proposal
- 1.1.6 Failure to submit the required items identified in 1.1.5 may lead to disqualification from this RFP process. The City shall be the sole judge of whether a Proposal contains irregularities that are material and justify disqualification.

#### **1.2 Technical Submission Requirements**

##### **1.2.1 Mandatory Requirements (Pass/Fail)**

Proponents must meet the below mandatory criteria to advance to qualitative evaluation. Non-compliant proposals will be rejected immediately without scoring.

- Licensure & Compliance: Proof of valid corporate registration and authorization to practice engineering/construction in Nunavut
- Financial Bonding: Independent surety confirmation of a 50% Performance Bond and a 50% Labour and Material Payment Bond
- Insurance Verification: Minimum \$5,000,000 Commercial General Liability insurance and \$2,000,000 Professional Liability (Errors & Omissions) insurance for design assets
- WSCC Clearance letter
- Nunavut business licence
- Contractor’s Safety Program
- Plant Certification: Valid CSA-A660 certification for the designated manufacturing facility fabricating the pre-engineered steel building system.

##### **1.2.2 Section A – Corporate Profile & Northern Arctic Experience (10 points)**

Proponents shall provide a corporate profile demonstrating the experience, qualifications, and capacity of the design-build team to deliver the Project. The submission shall describe the Proponent’s past performance completing institutional, municipal, industrial, fleet storage, garage, utility or heavy-duty

building projects in remote Arctic, northern, or permafrost environments.

Proponents shall provide referenced projects demonstrating successful delivery of comparable design-build scopes under similar severe northern microclimates. Relevant experience may include projects involving cold-weather construction, high snow loads, high wind exposure, limited seasonal access, sealift logistics, remote mobilization, and construction in permafrost or frost-sensitive conditions.

Proponents shall identify the key members of the design-build team, including the proposed civil, structural, and mechanical engineers of record each holding active northern registrations. The submission shall include resumes that describe the qualifications, registrations, northern experience, and availability of key personnel. Particular consideration will be given to teams with demonstrated Nunavut or Arctic project experience and active northern registrations where applicable

1.2.3 Section B – Design Approach & Arctic Civil / PEB Integration (25 points)

Proponents shall provide a design approach that demonstrates how the proposed facility will meet the City’s operational, technical, environmental and lifecycle requirements. The submission shall include the proposed architectural and structural layout, including the configuration of the vehicle bays, staff/support areas, water and sewer truck separation, drive-through circulation, overhead and man door arrangement and required interior clearances.

Proponents shall demonstrate how the proposed layout maximizes functional space while maintaining the required 5-foot clearance around vehicles, doors, walls, equipment and interior projections. The submission shall also demonstrate how the proposed building placement, site grading and civil works will protect the Toonik Pond embankment and adjacent drainage features.

Proponents shall describe the proposed foundation and structural steel engineering strategy, including how the design will address snow loads, wind shear, frost action, heavy vehicle loading and permafrost preservation where applicable. The proposed civil approach shall address site grading, granular surfacing, drainage, culvert or ditch requirements, erosion and sediment control, snow storage, heavy vehicle access and protection of nearby water bodies.

Proponents shall describe the proposed pre-engineered steel building system and building envelope strategy. The submission shall identify how the roof profile, wall system, insulation, thermal spacers, cladding, structural connections and envelope details will reduce thermal bridging, condensation, frost formation, corrosion and ice-damming. The proposed design shall be suitable for the City’s Arctic climate and long-term municipal operation.

1.2.4 Logistics, Sealift Coordination & Execution Plan (10 points)

Proponents shall provide a detailed execution plan describing how the Project will be delivered from award through design, permitting, procurement, construction, commissioning, handover and warranty.

Proponents shall provide a critical-path schedule that accounts for the City’s sealift windows, seasonal mobilization constraints, long-lead material procurement, winter enclosure milestones, weather-related risks and remote construction logistics. The schedule shall identify major milestones, including design submissions, permitting, shop drawings, procurement, sealift deadlines, mobilization, civil works, foundation construction, PEB delivery and erection, building enclosure, mechanical and electrical installation, commissioning, substantial completion and final completion.

Proponents shall describe their quality assurance and quality control program for design, fabrication, delivery, on-site assembly and commissioning. This shall include quality assurance/quality control measures for the PEB components, foundation interfaces, building envelope, civil works, mechanical systems, plumbing systems, electrical systems, fire protection systems, security systems and specialized systems commissioning.

Proponents shall identify key risks and provide mitigation measures for supply chain disruptions, sealift delays, severe weather, labour shortages, local subcontractor availability, winter construction impacts, equipment delivery, utility coordination and other risks that may affect successful Project delivery.

The Proponent shall identify the last date for City decisions required to meet each sealift, procurement, mobilization, winter enclosure, substantial completion, and final completion milestone. The schedule shall identify long-lead items and the consequences of missed procurement or sealift dates.

#### 1.2.5 Section D – Operations, Lifecycle Value & Maintenance Strategy (25 points)

Proponents shall describe how the proposed facility will support long-term municipal operations, lifecycle value, ease of maintenance, durability, reliability, and efficient day-to-day use by the City.

Proponents shall provide preliminary design drawings showing the proposed mechanical, plumbing, and electrical layouts. The drawings shall demonstrate practical system planning, appropriate redundancy, ease of maintenance access, and energy-conscious performance. The submission shall address, at a minimum, heating, ventilation, water service, wastewater management, drainage, electrical distribution, lighting, block heater receptacles, controls, fire alarm, security, telecommunications, and other related building systems.

The submission shall include the following:

- Preliminary design narrative, concept layout, site approach, utility servicing concept, and proposed project schedule
- Preliminary risk register, northern logistics plan, sealift plan, and commissioning/warranty approach; and
- Any proposed assumptions, exclusions, alternatives, or deviations, clearly identified.
- A completed geotechnical report will be provided in an addendum once available.

Proponents shall describe the proposed industrial systems serving the vehicle bays, including gravity trench slopes, sump locations, pump-out access, washdown connections, fuel delivery configurations, greywater management, wastewater collection, freeze protection, heating and ventilation, and separation between water truck and sewer truck operating areas.

Proponents shall identify lifecycle and maintenance strategies that will reduce long-term operating costs and maintenance obligations for the City. This may include, but is not limited to, durable interior finishes, corrosion-resistant materials, accessible mechanical and electrical equipment, simplified service interfaces, efficient heating and ventilation systems, snow and ice management measures, improved thermal detailing, and measures to reduce condensation, cold bridging, and premature system replacement.



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Proponents shall also identify value-added design innovations that will improve operational durability and support the target 50-year service life of the facility while minimizing lifecycle replacement costs. Proposed innovations shall be practical, proven, maintainable, and appropriate for the City’s northern operating environment.

**1.3 Financial Submission Requirements**

Appendix B – Fee Proposal shall include a completed and unqualified Cost Submission Form, along with a Design/Builder’s corresponding Engineering level of effort fee table, complete with positions, hours, rates and a construction cost breakdown , based on the work being requested under this RFP for a fixed fee. The level of effort table must be broken up based on major project tasks/phases (i.e., detailed design phase, construction discipline, contract administrator/site inspection, etc.).

The completed Cost Submission Form and level of effort fee table shall form part of the Construction Contract to be used between the City and the Successful Proponent. The rates included in the fee table will be used in the event the scope of work is changed.

**1.4 Post-Selection Requirements**

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

- i. Valid City of Iqaluit Business License;
- ii. Current versions of the documents submitted under Part B, Section 1.2.1, where requested by the City.

**2. INQUIRIES AND AMENDMENTS**

- 2.1 All inquiries concerning this RFP are to be directed by email only to the contacts identified in Part A, section 4.1.
- 2.2 The deadline for submitting inquiries is **July 21, 2026 – 5:00 PM EST** local Iqaluit time.
- 2.3 Written addendums issued as part of this RFP, 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 Proponents assume all risk 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. ORDER OF PRECEDENCE**

3.1 The following order of precedence will apply:

<b>Order of Precedence</b>
Issued Addenda
Design Build Agreement

Procurement and Contract Requirements
General Conditions
General Requirements
Terms Of Reference / Specification
Drawings

**4. TERMS AND CONDITIONS**

- 4.1 Submission of a Proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by all the terms and conditions of this RFP.
- 4.2 An honorarium of \$10,000 will be provided to each of the non-successful Proponents to assist with offsetting the costs associated with the preparation and completion of the Proposal. Proponents will only be eligible for the honorarium if they successfully pass the technical evaluation as per Section 7.5. All other costs incurred by a Proponent will be borne by the Proponent.
- 4.3 Proponents shall treat all information received through this RFP process and subsequent Construction Contract award as confidential, and will not disclose such information to any person except with the prior written consent of the City.
- 4.4 This is not an offer. The City does not, by virtue of this RFP, commit to an award of a Construction Contract, nor does it limit itself to accepting the lowest price or any Proposal submitted, but reserves the right to award this Proposal in any manner deemed to be in the City's best interest.
- 4.5 Proponents may amend their Proposal at any time prior to the Closing Time. Proponents may not amend their Proposal after the Closing Time.
- 4.6 The City has the right to cancel this RFP 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 RFP. In case of cancellation, the honorarium referred to in Section 4.2 shall not apply.
- 4.7 The City will not consider any Proposal that is delivered to any address or in any manner other than that provided in Section A Proposal Call of this RFP.
- 4.8 If a Construction Contract is to be awarded as a result of this RFP, it will be awarded to the Proponent whose Proposal, in the City's opinion, provides the best potential value to the City and is capable in all respects to perform fully the contract requirements and has the integrity and reliability to assure performance of the contract obligations.
- 4.9 If the City decides to award a contract based on a submission received in response to this RFP, the Successful Proponent will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract. Proponents will not acquire any legal or equitable rights or privileges whatsoever until a Design Build Agreement is signed by both parties.
- 4.10 Any resulting contract will be in the form of the City's Design Build Agreement and will contain the relevant provisions of this RFP, the accepted Proposal as well as such other terms as may be mutually agreed upon, whether arising from the accepted Proposal or as a result of any negotiations prior or subsequent thereto. The City reserves the right to negotiate modifications with any Proponent who has submitted a Proposal.
- 4.11 A copy of the proposed Design Build Agreement is included in this RFP.

- 4.12 Any amendment made by the City to this RFP will be issued in writing and posted onto the online platform in accordance with Section 2.
  - 4.13 The Proposal and accompanying documentation submitted by the Proponents are the property of the City and will not be returned.
  - 4.14 Proponents must acknowledge receipt of any addenda issued by the City in their Proposal on the Section C – Form of Proposal.
  - 4.15 Proponents shall disclose in their Proposal 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.
  - 4.16 Proponents and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this RFP, other than the City Representative named in Section A Proposal Call, at any time prior to the award of a contract or the cancellation of this RFP.
  - 4.17 If an arithmetical error is identified in the submitted Fee Proposal between any individual price and the price extension (e.g. Unit Price x Quantity of Units), the individual price shall govern.
  - 4.18 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.
5. **VALIDITY OF OFFER**
- 5.1 Proposals shall remain open for acceptance for a period of not less than sixty (60) business days from the Closing Time.
6. **PROPOSAL INELIGIBILITY**
- 6.1 Proposals that are unsigned, improperly executed, submitted to a location or in a manner other than specified in this RFP, 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 Proponents, may be rejected by the City.
  - 6.2 Notwithstanding anything to the contrary herein, the City may in its sole discretion elect to retain any such Proposal 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 Proposal null and void and the Proposal may be considered in the same manner as Proposals that fully conform to the requirements of the Proposal Documents without qualification.
7. **EVALUATION AND ACCEPTANCE OF PROPOSAL**
- 7.1 Proposals will be evaluated as soon as practicable after the Closing Time. No detail of any Proposal will be made public except the names of all parties submitting Proposals.
  - 7.2 Upon receipt of the Proposals, the City in its discretion may elect to conduct a post Proposal meeting with one or more Proponents to discuss in detail their respective Proposal submission and such other items as the City may consider appropriate or necessary without invalidating the procurement process.
  - 7.3 The evaluation of Proposals will be undertaken by an Evaluation Committee appointed by the City. The Evaluation Committee may consult with technical, financial and other advisors, as the Evaluation Committee, in its sole discretion, may decide. The Evaluation

Committee will reach a consensus through discussions internal to the Committee.

- 7.4 Before award of the Construction Contract, the Proponent may be required to provide specific information with respect to its legal and or financial status.
- 7.5 The Evaluation Committee's evaluation framework is structured in accordance with the City's Procurement By-law Framework. Contract award will be based on a best value determination, defined as the optimal balance of technical/performance merit and total lifecycle financial terms.
- 7.6 Proposals will be evaluated out of a maximum of 100 Points using a staged review process.

<b>EVALUATION STAGE SUMMARY</b>	
Stage 1: Mandatory Requirements	Pass/Fail
Stage 2: Technical & Performance Merit Evaluation	70 Points
Stage 3: Financial & Total Lifecycle Cost Evaluation	30 Points
<b>TOTAL PROPOSAL ALLOCATION</b>	<b>100 Points</b>

- 7.7 The Evaluation Committee shall consider the Proponent's Technical Proposal to determine its appropriateness for the Project, particularly in light of the City's unique location, climate and terrain. The Evaluation Committee will evaluate and score the Proposal and points will be awarded on the basis of the extent to which the requirements of the RFP are satisfied, and the comparative merit of the individual Proposal as compared to other Proposals. Proposals will be ranked from highest to lowest in terms of meeting the City's requirements and containing technical merit. Proponents are required to achieve a minimum score of 75% (52.5 points) on the Technical Proposal in order to open their financial proposal.
- 7.8 Evaluation of the Financial Proposal will be conducted after evaluation of the Technical Proposal and reference checks. The points for the Financial Proposal will be awarded as follows:

$$\text{Proponent Financial Score} = \frac{\text{Lowest Financial Offer}}{\text{Proponent Financial Offer}} \times 30 \text{ points}$$

The lowest Fee Proposal, or any Proposal will not necessarily be accepted.

- 7.9 The Evaluation Committee will rank the Proponents, using the combined technical and financial scores, from which it will select the Successful Proponent. The Successful Proponent's Proposal will be recommended to the City for the award of the Construction Contract.
- 7.10 Notwithstanding any custom of the trade to the contrary, the City reserves the right to reject the lowest Proposal, even if the lowest Proposal is a compliant Proposal, accept any Proposal or part thereof, negotiate any aspect of any Proposal, advertise for new Proposals, 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 Proponent 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 Proponents regarding the City and/or Evaluation Committee's consideration and evaluation of Proposals.
- 7.11 Following acceptance by the City, a written Notice of Award will be issued to the

successful Proponent. If the City and Proponent are unable to agree to and execute a Construction Contract within 30 (thirty) days of the Notice of Award, or the Proponent fails 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 Notice of Award and to award the Construction Contract to whomever the City considers appropriate.

- 7.12 The City shall not be obligated in any manner to the successful Proponent whatsoever until the Construction Contract has been awarded and the Construction Contract has been duly executed by the parties.
- 7.13 If the City receives no Proposals 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 Project with any one or more persons whatsoever, including any one or more of the Proponents, or to postpone or cancel this RFP and then issue a new RFP, or to cancel or postpone some or all of the Work.
- 7.14 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 Proponent as a result of, in connection with or incidental to:
- i. The issuance of this RFP;
  - ii. Costs incurred for the preparation of this Proposal;
  - iii. The acceptance or rejection of any Proposal; or
  - iv. The exercise by the City of its rights under this RFP.
- 7.15 By participation in the Proposal process, the Proponent on its own behalf and on behalf of all firms, corporations and individuals comprising the Proponent, agrees that none of the City or its directors, officers, employees, agents and other representatives shall be liable to any Proponent, or any firm, corporation or individual comprising the Proponent, 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 Proposal, or negotiations of a contract, or in any way arising in connection with the Proposal Documents. The Proponent further agrees on its own behalf and on behalf of all firms, corporations and individuals comprising the Proponent, that the award of the Construction Contract is in the sole discretion of the City and in no event shall the Proponent or any firms, corporations or individuals comprising the Proponent seek injunctive or other relief to prevent or delay the award of the Construction Contract or the performance of any Work or services in relation thereto.

## **8. COLLUSION**

- 8.1 The Proponent shall not engage in collusion of any sort and, in particular, shall:
- i. Ensure that no person or other legal entity, other than the Proponent, has any undisclosed interest in the Proponent's Proposal; and
  - ii. Prepare its Proposal without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Proposal for the same work.

## **9. RIGHT TO ACCEPT OR REJECT PROPOSALS**

- 9.1 Notwithstanding any other provision in this RFP, the City shall have the right to:
- i. Accept any Proposal;
  - ii. Reject any Proposal; and

- iii. Reject all Proposals.
- 9.2 Without limiting the generality of 9.1, the City shall have the right to:
- i. Accept an irregular Proposal;
  - ii. Accept a Proposal which is not the lowest Proposal; and
  - iii. Reject a Proposal even if it is the only Proposal received by the City.
- 9.3 Acceptance of the Proposal shall occur at the time the City awards the Proposal and not necessarily at the time the award is communicated to the successful Proponent.
- 10. CONTRACT DOCUMENTS & SECURITY**
- 10.1 The Proponent shall obtain and review all contract documents as listed in the Form of Proposal and all Addenda issued by the City pertaining to this RFP.
- 10.2 At the time the Construction Contract is executed, the Successful Proponent shall be required to deliver a fully executed Performance Bond in an amount equal to 50% of the contract price. The security will be retained by the City during the period as stated in the Construction Contract and the terms set out therein. The Performance Bond shall be in the Standard Construction Document form CCDC 221, as amended from time to time.
- 10.3 At the time of the Construction Contract is executed, the Successful Proponent shall be required to deliver a fully executed Labour and Material Payment Bond in an amount equal to 50% of the contract price. The security will be retained by the City during the period as stated in the Construction Contract and the terms set out therein. The Labour and Material Payment Bond shall be in the Standard Construction Document form CCDC 222, as amended from time to time.
- 11. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS**
- 11.1 Proponents 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 individual identified in Section A who will, if necessary, send written instructions or explanations to all Proponents.
- 11.2 Oral interpretations made to any Proponent shall not affect a modification of any provision of the Proposal Documents. Only addenda written and issued by the City can be considered.
- 11.3 The City reserves the right in its sole discretion at any time prior to the submission Closing Time, and for whatever reason to, by Addendum, modify, amend or otherwise change the Proposal Documents. Any such Addendum shall be issued in writing and shall be expressly identified as an Addendum to these Proposal Documents. All such changes shall become part of the Proposal Documents and their effects shall be reflected in the Proposal prices. The City also reserves the right in its sole discretion to cancel this Proposal at any time.
- 11.4 While the City has used considerable efforts to ensure an accurate representation of information in the RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The City gives no representation whatsoever as to the accuracy or completeness of any of the information set out in this RFP, 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, consultants and advisors, with respect to such information.

**END OF SECTION**



**DESIGN BUILD  
MUNICIPAL FLEET STORAGE GARAGE  
2026-RFP-009**



**SECTION C – FORM OF PROPOSAL**

Date: \_\_\_\_\_

Submitted By: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Project: **Project Title: Municipal Fleet Storage Garage  
Project Number: 2026-RFP-009**

The undersigned agrees:

1. That the Proposal Conditions apply, including without limitation provisions that provide that City is in no way obligated to accept this Proposal, the City may at its sole discretion accept any Proposal or waive any defect, irregularity, mistake or insufficiency and accept any Proposal, 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 this Proposal is made without knowledge of the Technical and Fee Proposals to be submitted for the Project by any other person.
3. That this Proposal is made without connection or arrangement with any company, firm or person submitting a Proposal for the Project.
4. That this Proposal is made without any undisclosed connection or arrangement with any other company, firm, or person having an interest in this Proposal or in the proposed Construction Contract.
5. **Appendices**
  - 5.1 Appendix A – Technical Proposal
  - 5.2 Appendix B – Fee Proposal
6. **Addenda**
  - 6.1 The following Addenda have been received. The modifications to the Proposal Documents noted therein have been considered and the effects are included in the Proposal prices.

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



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This Proposal is executed under seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR INDIVIDUAL OR PARTNERSHIP:**

SIGNED, SEALED AND DELIVERED by:

\_\_\_\_\_  
(Proponent – Please Print)                      \_\_\_\_\_ (Seal)  
(Signature of Proponent)

In the presence of:

\_\_\_\_\_  
(Witness – Signature)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**FOR LIMITED COMPANY:**

The Corporate Seal of:

\_\_\_\_\_  
(Proponent – Please Print)                      \_\_\_\_\_ (Seal)

Was hereunto affixed in the presence of:

\_\_\_\_\_  
Authorized Signing Officer and Title

\_\_\_\_\_  
Authorized Signing Officer and Title

Note: If the Proposal 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.



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**APPENDIX A – TECHNICAL PROPOSAL**



**DESIGN BUILD  
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**APPENDIX B – FEE PROPOSAL**

Proponents shall submit the summary cost table below together with their own detailed cost breakdown for the full Design-Build Work. The breakdown shall identify all major disciplines, phases, and work packages required to complete the Project from start to finish.

The Proponent is solely responsible for preparing a complete and accurate cost submission. The City's cost table is provided for summary and evaluation purposes only and shall not be relied on as a complete list of required work. Any omission or error in the City's template shall not relieve the Proponent from including all costs necessary to deliver a complete, operational, code-compliant facility.

Description	Amount (Excl. GST)
Total Fixed Lump-Sum Design-Build Price	\$
GST	\$
Total Proposal Price Including GST	\$



**DESIGN BUILD  
MUNICIPAL FLEET STORAGE GARAGE  
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**PART II – DESIGN BUILD AGREEMENT**

**THIS DESIGN-BUILD AGREEMENT** is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026

**BETWEEN:**

**CITY OF IQALUIT**

(the “City”)

- and -

\_\_\_\_\_  
(the “Design/Builder”)

**WHEREAS:**

- A. The City is undertaking the **Municipal Fleet Storage Garage** project (the “Project”)
- B. The City completed a procurement process for design-build services for the Project through which the Design/Builder was selected; and
- C. The parties now wish to enter into this Design-Build Agreement (the “Agreement”) pursuant to which the Design/Builder will provide design services and complete the work for the Project.

The City and the Design/Builder agree as follows:

**ARTICLE A-1 DESIGN SERVICES AND THE WORK**

The Design/Builder shall:

- 1.1 provide the Design Services,
- 1.2 perform the Work for the Project located at \_\_\_\_\_ and for which \_\_\_\_\_ is acting as, and is hereinafter called, the “City Representative”, and
- 1.3 subject to Adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work by the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 This Contract supersedes all prior negotiations, representations or agreements, either written or oral, including bidding documents that are not expressly listed in Article A-3 of the Agreement.

2.2 This Contract may be amended only as provided for in the Contract Documents.

### ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the Contract Documents referred to in Article A-1 of the Agreement:

- this Agreement between City and Design/Builder
- Definitions attached hereto
- General Conditions attached hereto
- City's Statement of Requirements, consisting of the following: \_\_\_\_\_
- Construction Documents
- Tender Documents, consisting of the following \_\_\_\_\_

### ARTICLE A-4 CONTRACT PRICE

4.1 The Contract Price, which excludes Value Added Taxes, is \_\_\_\_\_.

4.2 Value Added Taxes (of \_\_\_\_\_ %) payable by the City to the Design/Builder are \_\_\_\_\_.

4.3 Total amount payable by the City to the Design/Builder is \_\_\_\_\_.

4.4 These amounts shall be subject to Adjustments as provided in the Contract Documents.

4.5 Amounts are in Canadian funds.

### ARTICLE A-5 PAYMENT

5.1 Subject to provisions of the Contract Documents and subject to a holdback of ten percent (10%), the City shall:

- a. make progress payments to the Design/Builder on account of the Contract Price when due in the amount certified by the Payment Certifier, together with such Value Added Taxes as may be applicable to such payment,
- b. upon Substantial Performance of the Work, pay to the Design/Builder the unpaid balance of the holdback amount when due, together with such Value Added Taxes as may be applicable to such payment, and
- c. upon the issuance of the final certificate for payment, pay to the Design/Builder the unpaid balance of the Contract Price when due, together with such Value Added Taxes as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler and machinery insurance policies, payments shall be made to the Design/Builder in accordance with



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the provisions of GC 12.3.

### 5.3 Interest

- a. Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 Days.

(2) 4% per annum above the prime rate after the first 60 Days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by The Bank of Canada for prime business loans as it may change from time to time.

- b. Interest shall apply at the rate and in the manner prescribed by paragraph 5.3a of this Article on the settlement amount of claims in dispute that are resolved either pursuant to Part 9 of the General Conditions or otherwise, from the date on which the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid.
- c. For greater clarity, where the City is entitled to withhold payment under the Contract Documents, interest shall not apply.

## ARTICLE A-6 MISCELLANEOUS

6.1 The addresses for the parties for the purposes of giving notice are as follows:

City:                      Address:

                                    Email:

Design/Builder:      Address:

                                    Email:

6.2 This Agreement is drawn in English at the request of the parties hereto.

6.3 Any provision of this Contract which is found to be illegal, invalid, void, prohibited or unenforceable will be separate and severable from this Contract and ineffective to the extent of such illegality, invalidity, avoidance, prohibition or unenforceability without affecting any of the provisions of this Contract which will remain in force, be binding upon the City and the Design/Builder and enforceable to the fullest extent of the law.

6.4 Time shall be of the essence hereof.

6.5 This Contract shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns.



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**IN WITNESS WHEREOF** the parties hereto have executed this Agreement by their respective hands or the hands of their duly authorized representatives.

**WITNESS**

**CITY OF IQALUIT**

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*name and title of person signing*

**WITNESS**

\_\_\_\_\_  
*name of Design/Builder*

\_\_\_\_\_  
*signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*name of person signing*

\_\_\_\_\_  
*name and title of person signing*

### PART III – GENERAL CONDITIONS

#### DEFINITIONS

The following terms, whenever used in the Contract Documents, shall mean:

- a) **“Adjustment”**: a change in either the Contract Price or the Contract Time, or both, in accordance with the applicable provisions of the Contract Documents;
- b) **“Applicable Laws”**: any and all applicable laws, rules, regulations, by-laws, codes, and orders of any and all government bodies, agencies, authorities and courts;
- c) **“Arbitrator”**: the person appointed under GC 9.3a);
- d) **“Articles of Agreement”**: the executed Articles of Agreement;
- e) **“Change Order”**: a written instrument prepared by the City Representative and signed by the City and the Design/Builder stating their agreement upon:
  - i. a change in the Work, and
  - ii. the method and/or the amount of Adjustment, if any;
- f) **“City Representative”**: the person designated as such in the Articles of Agreement, or such other person designated as such by the City from time to time;
- g) **“Claim”**: any or all of:
  - i. a demand or assertion by the City or the Design/Builder seeking an interpretation of Contract terms, an Adjustment, or other relief with respect to the terms of this Contract;
  - ii. other disputes and matters in question between the City and the Design/Builder arising out of or relating to this Contract; and
  - iii. allegations by the City or the Design/Builder of errors or omissions on the part of the City Representative;
- h) **“Completion Date”**: the date of Substantial Performance of the Work, as certified by the City Representative;
- i) **“Contract”**: the undertaking by the parties to perform their respective duties and discharge their obligations as set out in the Contract Documents which represents the entire agreement between the parties;
- j) **“Contract Documents”**: the documents referred to in the Articles of Agreement and amendments agreed on by the parties in writing;

- k) **“Contract Price”**: the sum stated in the Article A-4 of the Agreement and as may be amended during the progress of the Work in accordance with the Contract;
- l) **“Contract Time”**: the time stated in section 1.3 of the Articles of Agreement, and as may be amended during the progress of the Work, elapsing from the date of commencement of the Work until the Completion Date;
- m) **“Design Services”**: Design Services are the professional design and related services required by the Contract Documents;
- n) **“Day”**: a calendar day;
- o) **“Final Completion”**: when the Work has been performed in accordance with the Contract Documents, as certified by the City Representative;
- p) **“GC”**: a reference to a clause in these general conditions of this Contract;
- q) **“Holdback Payment Certificate”**: a certificate issued in accordance with GC 5.6;
- r) **“Lien Holdback”**: has the meaning given in GC 5.2;
- s) **“Referee”**: the person appointed under GC j)(a);
- t) **“Schedule”**: the Schedule referred to in GC 3.7, including revisions thereto as provided in GC 3.7, GC 10.2(d) or otherwise required by the City Representative;
- u) **“Site”**: the land or actual place designated in the Contract Documents for the performance of the Work;
- v) **“Subcontractor”**: a party having a direct contract with the Design/Builder for the performance of any part of the Work, or to supply products worked to a special design for the Work;
- w) **“Substantial Performance”**: when the Work has progressed to the point where, in the opinion of the City Representative as evidenced by the certificate of Substantial Performance, it is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the intended purpose;
- x) **“Supplier”**: a party having a direct contract with the Design/Builder to supply products not worked to a special design for the Work;
- y) **“Value Added Taxes”**: such sums as shall be levied upon the City’s payment to the Design/Builder by the Federal or any Provincial or Territorial government and is computed as a percentage of such payment and includes the Goods and Services Tax and any other similar tax, the collection and payment of which have been imposed by tax legislation.
- z) **“Work”**: all or any part of the construction and services required by the Contract Documents (including for clarity the Design Services), including all labour, materials, equipment and services provided or to be provided by the Design/Builder to fulfill his obligations under this Contract.

## GENERAL CONDITIONS

### 1. GENERAL PROVISIONS

#### 1.1 Documents and Interpretation

- a) It is the intent of the Contract Documents to include the design, the labour, materials, equipment, and services necessary for the design and performance of the Work in accordance with the Contract Documents. Any labour, materials, equipment and services that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result, will be furnished and performed by the Design/Builder, whether or not specifically called for.
- b) The Contract Documents are complementary, and what is required by one document shall be as binding as if required by all.
- c) This Contract represents the entire agreement between the City and the Design/Builder and supersedes all prior negotiations, representations, and agreements, either written or oral.
- d) When words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents and are not otherwise defined, they shall be interpreted in accordance with that meaning.
- e) The Contract Documents shall not be construed to create a contractual relationship of any kind between:
  - i. the City Representative and the Design/Builder, a Subcontractor, a Supplier, a subcontractor or its or their agent or employee, or other person performing any of the Design Services or the Work;
  - ii. the City and a Subcontractor, a Supplier, a subcontractor or their agent, employee, or other person performing any of the Design Services or the Work; or
  - iii. between any persons or entities other than the City and the Design/Builder.

The City Representative shall, however, be entitled to demand performance and enforce the obligations of the parties under this Contract, to facilitate performance of the City Representative's duties.
- f) Clarifications and interpretations of the Contract Documents shall be issued by the City Representative as provided in GC 4.1.
- g) In the event of any inconsistency or conflict between provisions of the Contract Documents, the following shall apply:
  - i. documents of later date shall govern over earlier documents of the same classification;

- ii. amendments to documents shall govern over documents so amended;
- iii. figured dimensions shown on drawings shall govern over scaled dimensions;
- iv. specifications shall govern over drawings;
- v. drawings of larger scale shall govern over those of smaller scale;
- vi. the order of priority of the documents, from highest to lowest, shall be:
  - Articles of Agreement
  - Definitions
  - Supplementary Conditions
  - General Conditions
  - *City's Statement of Requirements*
  - *Construction Documents*
  - Tender documents.
- h) The City shall provide the Design/Builder with as many sets of Contract Documents as are reasonably required for the performance of the Work.
- i) The Design/Builder shall maintain a set of drawings on the Site and record accurately and legibly all deviations caused by Site conditions and written instructions or Change Orders ordered by the City Representative. The Design/Builder shall keep one copy of all current Contract Documents and shop drawings on the Site, in good condition. These documents shall be available to the City Representative throughout the duration of the Work.
- j) All Contract Documents, including copies, and all models or renderings furnished by or to the Design/Builder are and shall remain the property of the City and are not to be used on other work. The Contract Documents are not to be copied or revised in any manner without the City's written consent.
- k) The division into sections, the table of contents, and the heading in the Contract Documents, other than in the drawings and specifications, form no part of this Contract but are inserted for convenience of reference only.
- l) Any reference to a statutory provision shall include any subordinate legislation made and from time-to-time amended, extended, or re-enacted.
- m) Unless otherwise indicated, all dollar amounts referred to in this Contract are in lawful money of Canada.

- n) The schedules, appendices and attachments to this Contract are an internal part of this Contract and a reference to this Contract includes a reference to the schedules, appendices, and attachments.
- o) The language of the specifications and other documents comprising this Contract is in many cases written in the imperative for brevity. Clauses containing instruction, directions or obligations are directed to the Design/Builder and shall be construed and interpreted as if the words “the Design/Builder shall” immediately preceded the instructions, directions, or obligations.
- p) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- q) Unless otherwise provided in this Contract, all accounting and financial terms used in this Contract shall be interpreted and applied in accordance with Canadian generally accepted accounting principles, consistently applied from one period to the next.
- r) References containing terms such as:
  - i. “hereof,” “herein,” “hereto,” “hereinafter,” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Contract taken as a whole; and
  - ii. “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall in all cases be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- s) Whenever the terms “will” or “shall” are used in this Contract in relation to the Design/Builder they shall be construed and interpreted as synonymous and to read “the Design/Builder shall”.

## 1.2 Notices

- a) Where a notice is required by the Contract Documents to be given in writing to the Design/Builder, it may be delivered personally to the Design/Builder or his site superintendent, or delivered or sent by mail, email or facsimile transmission to the Design/Builder address set out in the Articles of Agreement or to his office at or near the Site.
- b) Where a notice is required by the Contract Documents to be given in writing to the City Representative, it may be delivered personally, or delivered or sent by mail, email or facsimile transmission to the City Representative’s address set out in the Articles of Agreement, or to the office of the City Representative at or near the Site.
- c) Notwithstanding the foregoing provisions of this GC 1.2, each party shall use the most expeditious method of giving the written notice or communication.
- d) A written notice or communication sent by mail shall be deemed to have been received ten Days

from the date of posting. Whenever a notice or communication is sent by email or facsimile transmission, acknowledgement from the receiving party must be given to the other party that the notice or communication has in fact been received, for it to be effective; this acknowledgement may be made verbally, in person or by telephone. If no such acknowledgement is given, it shall be deemed to have been received and be effective from the date the original document was sent or, if sent outside regular business hours of the recipient, on the next business day.

- e) Either party may change its address for notice by giving written notice in accordance with this GC 1.2.

### **1.3 Rights and Remedies**

- a) No obligations or responsibilities of any kind by or on behalf of the City shall be implied into the Contract Documents.
- b) Any failure by the City or the City Representative to enforce or to require the strict performance of any of the provisions of this Contract shall not, in any way constitute a waiver of those provisions and affect or impair those provisions or any right the City has at any time to avail itself of any remedies the City may have for any breach of these provisions or to require the Work to be performed in accordance with the Contract Documents.
- c) Except as expressly provided in the Contract Documents, the duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

### **1.4 Assignment**

This Contract, or any part of it, or any benefit or interest in it, shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the City has the right, in the event of any default by the Design/Builder, to assign all its rights and remedies against the Design/Builder to the Government of Nunavut.

### **1.5 Applicable Law**

This Contract shall be deemed to have been made in Nunavut and shall be governed by and interpreted in accordance with the laws of Nunavut and the laws of Canada applicable therein.

### **1.6 Confidentiality**

The Design/Builder shall keep confidential all matters respecting technical and commercial issues relating to or arising from the performance of the Contract and shall not, without the prior written consent of the City, disclose any such matters, except in strict confidence, to their respective professional advisors.

## **2. CITY'S OBLIGATIONS**

### **2.1 Payment**

Subject to any other provision in the Contract Documents, the City shall make payments to the Design/Builder at the times and in the manner set out in GC 5.

## **2.2 Site Availability**

- a) The City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access to the Site and any other lands designated for the use of the Design/Builder. The Design/Builder shall provide and pay for any additional lands and access the Design/Builder may require, in accordance with GC 3.11(a).
- b) Except for permits and fees which are the responsibility of the Design/Builder under GC 3.14 or elsewhere in the Contract Documents, the City shall obtain and pay for necessary approvals, easements and charges required for the development of the Site and for the use or occupancy of permanent structures or for permanent changes in existing facilities.

## **2.3 City Representative**

- a) The City shall communicate with the Design/Builder through a designated City Representative, and the Design/Builder shall communicate with the City through the City Representative.
- b) If the contract with the City Representative is terminated, the City shall promptly appoint a replacement.

## **2.4 Reference Points**

The Design/Builder shall establish physical reference points for construction on the Site as necessary to enable the Design/Builder to proceed with the Work. The Design/Builder shall safeguard such reference points in accordance with GC 3.12(b).

## **2.5 Control of the Work**

Neither the City nor the City Representative shall supervise or have control or authority over, nor be responsible for, the Design/Builder's means, methods, techniques, or procedures of construction. Neither the City nor the City Representative will be responsible for the Design/Builder's failure to perform the Design Services or the Work in accordance with the Contract Documents, nor for its failure to comply with Applicable Laws.

## **2.6 Limitation of Liability**

In no event, including without limitation if the City breaches its obligations under this Contract, shall the City be liable to the Design/Builder, its Subcontractors or any other parties engaged directly or indirectly by or acting on their behalf, for indirect loss, consequential loss, loss of business opportunity or loss of anticipated profit.

# **3. DESIGN/BUILDER'S OBLIGATIONS**

## **3.1 General Obligations**

Notwithstanding any omissions from the Design/Builder's tender, the Design/Builder is required to

perform all of the Design Services and the Work required by the Contract Documents, including any Work which can be reasonably inferred from them as being necessary to produce the intended result. The Design/Builder is to perform the Design Services and the Work within the Contract Time, in accordance with the Schedule.

### **3.2 Independent Design/Builder**

The Design/Builder is an independent contractor and shall have complete control of the Design Services and the Work. The Design/Builder shall effectively direct and supervise the Design Services and the Work to ensure conformance with the Contract Documents. The Design/Builder shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all parts of the Work, except as may be otherwise specified in the Contract Documents. Nothing in this Contract shall be construed to mean that the Design/Builder is an employee, agent, or other representative of the City.

### **3.3 Review of Contract Documents**

- a) By executing this Contract, the Design/Builder represents that the Design/Builder has reviewed the Contract Documents and has verified the dimensions, quantities and details described in them. Failure to discover or correct errors, omissions, conflicts or discrepancies which ought to have been discovered by such a review shall not relieve the Design/Builder from full responsibility for unsatisfactory Work, faulty construction or improper operations resulting therefrom, nor from rectifying such conditions at the Design/Builder's expense.
- b) If the Design/Builder proceeds with the Design Services and/or the Work in the face of an error, inconsistency or omission that the Design/Builder discovered, or that a competent Design/Builder reasonably experienced in the Design Services or the Work would have discovered, without additional instructions from the City Representative, then the Design/Builder shall at the Design/Builder's cost remove or replace any incorrectly constructed Work.

### **3.4 City's Review of the Design and the Work**

- a) The City shall review the design as set out in the design development documents and proposed Construction Documents as the Design Services proceed with reasonable promptness so as to cause no delay.
- b) The City's review is for information only and shall not in any way relieve the Design/Builder of responsibility for errors or omissions in the Construction Documents or for meeting all requirements of the Contract Documents.
- c) No later than 10 Days after completing the review, the City shall advise the Design/Builder in writing that the City has accepted or rejected the proposed Construction Documents. If rejected, the City shall inform the Design/Builder of the reasons of non-conformance and the Design/Builder shall revise the proposed Construction Documents to address such non-conformance. The Design/Builder shall inform the City in writing of any revisions other than those requested by the City.
- d) The City may order any portion or portions of the Work to be examined to confirm that the Work performed is in accordance with the requirements of the Contract Documents. If the Work is not

in accordance with the requirements of the Contract Documents, the Design/Builder shall correct the Work and pay the cost of examination and correction.

- e) If the Work is in accordance with the requirements of the Contract Documents, the City shall pay all costs incurred by the Design/Builder as a result of such examination and restoration.

### 3.5 Site Conditions

- a) By executing this Contract, the Design/Builder represents that:
- i. the Design/Builder has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the design, means, methods, techniques, sequences, and procedures of construction to be employed by the Design/Builder, including any specific design, means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incidental thereto;
  - ii. the Design/Builder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work;
  - iii. the Design/Builder understands the requirements of the Contract Documents and what effects the Site conditions will have on the Work.

The Design/Builder's failure to visit the Site will not excuse the Design/Builder from the responsibility which otherwise would have been assumed, had the Design/Builder visited the Site. Subject to subsection (b) below, no payment, other than a payment that is expressly stipulated in the Contract, shall be made by the City to the Design/Builder for any extra expense or any loss or damage incurred or sustained by the Design/Builder.

- b) Following the start of the Work, if the subsurface conditions are substantially different from what could reasonably have been expected, based on a reasonable and proper examination of the Site by the Design/Builder and the information provided in the tender documents, if any, the Design/Builder must promptly notify the City Representative in writing prior to performing the Work. The Design/Builder may make a claim for changed site conditions only in accordance with GC 9.1.

### 3.6 Temporary Structures

The Design/Builder shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use. The Design/Builder shall engage and pay for professional engineering personnel, registered to practice in Nunavut, skilled in the appropriate discipline, to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results. The Design/Builder shall submit engineered documents to the City Representative, for review, before commencing temporary work.

### 3.7 Schedule

- a) Within 14 Days of executing the Articles of Agreement and as a condition of the first progress payment, the Design/Builder shall submit to the City Representative for review, a proposed Schedule showing the anticipated time of commencement and completion of each of the major activities of the Design Services and the Work to be performed. The Schedule shall be in conformity with the timeline of the city set out in the tender documents (if applicable). This Schedule shall include the sequence and coordination of the various operations and the estimated time required for the Design Services and the Work and shall provide sufficient detail to permit the City Representative to monitor the progress of the Design Services and the Work. The Design/Builder shall revise the proposed Schedule as requested by the City Representative, and the Design/Builder shall perform the Design Services and the Work in strict adherence to the Schedule, including revisions thereto required by the City Representative, unless it is changed in accordance with the terms of this Contract.
- b) If at any time it should appear to the City Representative that the actual progress of the Design Services or the Work does not conform to the Schedule, the Design/Builder shall produce at the City Representative's request, a revised Schedule showing the modifications necessary to ensure completion of the Work in accordance with the previously approved Schedule and shall promptly adopt acceptable additional means and methods of construction, at no cost to the City, which will make up for the time lost and will ensure completion in accordance with the revised Schedule.
- c) If the Design/Builder fails or refuses to revise the Schedule as required by this GC, this Contract may be terminated at the City's option, in accordance with GC 10.3.
- d) The City Representative's review, comments, consent, acceptance, or approval to the Schedule shall not relieve the Design/Builder of any of the Design/Builder's obligations under this Contract.

### 3.8 Superintendent

- a) The Design/Builder shall provide all necessary supervision and assign a competent superintendent and necessary assistants, one or more of whom shall be in attendance at the Site at all times during the progress of the Work. The superintendent and necessary assistants, if any, shall be designated in writing to the City Representative and shall act as the Design/Builder's authorized representative at the Site. All written or oral communications to the superintendent shall be deemed to have been given to the Design/Builder. The superintendent shall only be replaced after the Design/Builder has received written approval from the City.
- b) The City may order the removal from the Work of any superintendent, supervisor, foreman or other employee who is in the opinion of the City, unfit for the Work, unskilled in the work assigned to him or otherwise unsuitable. Any person so removed shall not be re-employed on the Work by the Design/Builder or by a Subcontractor.

### 3.9 Subcontractors

- a) The Design/Builder shall not employ any Subcontractor without the approval of the City, not to be unreasonably withheld. Once the names of the proposed Subcontractors have been submitted, the Design/Builder shall not change these Subcontractors without the advance written consent of

the City. If any changes are made without consent, this Contract may be terminated at the City's option, in accordance with GC 10.3.

- b) The City, through the City Representative, may, at any time during the performance of the Work, object to the use of a Subcontractor and direct the Design/Builder in writing to employ a different Subcontractor satisfactory to the City Representative.
- c) The Design/Builder shall be fully responsible to the City for the acts and omissions of Subcontractors, their agents, employees, and all parties engaged by the Design/Builder or its Subcontractors for the provision of Work or the supply of materials.
- d) The Design/Builder agrees to incorporate the terms of the Contract Documents into all the Design/Builder's subcontract agreements.
- e) The Design/Builder shall maintain good order and discipline among the Design/Builder's employees and the Subcontractors engaged in the Work. The Design/Builder shall not employ, or permit Subcontractors to employ, workers who are not skilled in the assigned task. The Design/Builder shall employ sufficient workers to perform the Work in compliance with the Schedule.

### 3.10 Other Contractors

- a) The City reserves the right to enter into separate contracts with other contractors or workers, or to undertake work using the City's own forces to do other work. If other contractors, workers or the City's own forces are sent onto the Site, with or without plant and material, the Design/Builder shall, to the satisfaction of the City, grant access to and cooperate with such persons and, in accordance with usual construction practice, coordinate the Work with the other work and connect to other work as specified or shown in the Contract Documents.
- b) The Design/Builder shall at all times remain the "employer", with regards to the *Safety Act*, RSNWT 1998, c S-1 (Nu) requirements. The City and other contractors entering the Design/Builders site shall be responsible for adhering to the Design/Builder's Health and Safety policy.
- c) If the sending of other contractors, workers or the City's own forces onto the Site results in a delay in the performance of the Work, which could not have been reasonably foreseen or anticipated by the Design/Builder when executing the Articles of Agreement, the Design/Builder may make a claim therefor in accordance with GC 6.2 and 9.1.
- d) If the Design/Builder discovers any deficiencies in any other work which might affect the Work, the Design/Builder shall immediately report such deficiencies to the City Representative and then confirm such report in writing.

### 3.11 Use of the Site

- a) The Design/Builder shall make every effort to confine the Design/Builder's equipment and plant, storage of materials and operations to limits indicated by the Contract Documents, by a specific direction of the City Representative or by Applicable Laws and shall not unreasonably occupy the Site. Where the Design/Builder requires additional land for the erection of temporary facilities and

storage of materials, including access to them, the Design/Builder shall arrange for such and assume all costs and liabilities arising therefrom.

- b) The Design/Builder shall not load or permit to be loaded on any part of the Work, a weight or load or force that will endanger its safety or exceed the design loads.
- c) The Design/Builder shall not interfere in any way with the work or scheduling of any other contractor, worker, or employee of the City. Subject to GC 3.9b), in order to avoid or minimize such interference, the City may in its absolute discretion, establish schedules or methods and shall notify the Design/Builder accordingly.

### **3.12 Survey**

- a) The Design/Builder shall provide the City Representative with assistance, as required, to make any surveys and measurements, and to establish or check lines and grades.
- b) The Design/Builder shall safeguard all points, stakes, grade marks and benchmarks made or established on the Work. The Design/Builder shall bear the expense of re-establishing them and for rectifying Work improperly installed due to the Design/Builder's failure to safeguard such points, stakes, and marks. Additional surveys and staking required by the Design/Builder to perform the Work, shall be provided by the Design/Builder at its expense.

### **3.13 Protection of the Work, Property, and the Public**

- a) The Design/Builder shall be responsible for protecting the Work, the City's property at the Site including the Contract Documents and any plant and material, including plant and material supplied by the City to the Design/Builder, against loss or damage from any cause but subject to GC 3.16c). In particular, the Design/Builder shall take necessary precautions, at the Design/Builder's expense, to ensure that:
  - i. no person, adjacent property, right, easement or privilege is injured, damaged, or infringed by reason of the Design/Builder's activities in performing the Work;
  - ii. pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work without prior written approval of the City;
  - iii. fire hazards in or about the Work or the Site are minimized;
  - iv. adequate medical services are available to all persons employed on the Work at all times during the performance of the Work; and
  - v. adequate sanitation measures are taken in respect of the Work.
- b) The City Representative may order the Design/Builder to do such things and to perform such additional Work as the City Representative considers reasonable and necessary to ensure compliance with or to remedy a breach of GC 3.13(a) and the Design/Builder shall comply with

the directions of the City Representative, at the Design/Builder's expense.

### **3.14 Permits**

- a) The Design/Builder shall procure and post at the Site all permits, certificates and licenses required for the construction of the Work and shall be responsible for all fees in respect thereof.
- b) The Design/Builder will be responsible for procuring and coordinating all permits issued by the City's Public Works and Engineering Department. Such permits include but are not limited to:
  - i. Water & Sewer Connection/ Disconnection Permit;
  - ii. Utility Permit;
  - iii. Road Closure Permit; and
  - iv. Confined Space Permit.

Permit applications must be submitted to the City 21 Days prior to the start of the Work.

### **3.15 Applicable Laws**

- a) The Design/Builder shall perform the Work and give any required notices in full compliance with all Applicable Laws, ordinances, rules, regulations, codes and orders of the municipal and other authorities having jurisdiction which are in or come into force during the performance of the Work.
- b) The Design/Builder shall have due regard for the protection of the environment in the performance of the Work and shall not place any materials, including without limitation, hazardous materials, or dispose of any such materials, or perform any Work in a manner contrary to applicable federal or territorial or municipal environmental laws and regulations, either at the Site, or at any other place or property.

### **3.16 Material and Plant Supplied by City**

- a) The Design/Builder is liable for any loss or damage to material, plant or real property that is supplied or placed by the City in the care, custody and control of the Design/Builder for use in connection with the Work, whether or not that loss or damage is attributable to causes beyond the Design/Builder's control.
- b) The Design/Builder shall not use any material, plant or real property placed in the Design/Builder's care, custody, and control by the City, except for the purpose of performing the Work.
- c) The Design/Builder is not liable to the City for any loss or damage to material, plant, or real property if that loss or damage results from and is directly attributable to reasonable wear and tear.

### **3.17 Equipment, Plant and Material Supplied by Design/Builder**

- a) Unless otherwise specified in the Contract Documents, the Design/Builder shall furnish and assume full responsibility for all materials, equipment, labour, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary

facilities, temporary facilities and all other facilities and incidentals necessary for the performance, testing, finishing, start-up and completion of the Work. All materials, equipment, facilities, etc., furnished by the Design/Builder shall be maintained in a clean and sanitary manner.

- b) Materials provided shall be new unless otherwise specified in the Contract Documents. Products that are not specified shall be of a quality best suited to their purpose and use, as approved by the City Representative.
- c) All equipment, plant and material owned by the Design/Builder and to be incorporated in the Work, from the time of initial delivery to the Site, shall be deemed to be the property of the City; provided always that the vesting of such property shall not prejudice the right of the Design/Builder to the sole use of the said equipment, plant and material for the purpose of performing the Work nor shall it affect the Design/Builder's responsibility to operate and maintain the same in accordance with the Contract Documents. The City shall not at any time be liable for the loss of, damage to or risk of loss of any of the Design/Builder's equipment, plant, or materials.

### 3.18 Workers' Compensation Act

- a) The Design/Builder shall comply with and ensure compliance at time of tender by all Subcontractors, with the requirements of the *Workers' Compensation Act*, R.S.N.W.T. 1988, c. W-6, as duplicated for Nunavut by s. 29 of the *Nunavut Act*. The Design/Builder and its Subcontractors shall maintain accounts in good standing with the Workers' Compensation Board. The Design/Builder shall provide verification from the Workers' Compensation Board that the Design/Builder's account is in good standing prior to the release of holdbacks, at the end of the warranty period and as requested by the City Representative. The City may refuse to make a payment to the Design/Builder unless the Design/Builder furnishes evidence from the Workers' Compensation Board that the Design/Builder's account is in good standing.
- b) If the City receives a notice from the Workers' Compensation Board that the Design/Builder's accounts, or any Subcontractors' accounts are not in good standing, or if a demand for payment is received, the City may suspend payments due to the Design/Builder until a letter of clearance is obtained or the City has paid the amount on behalf of the Design/Builder.
- c) If the City is required to pay any amount to the Workers' Compensation Board on behalf of the Design/Builder, or any Subcontractor, the City may deduct the amount from any amount owing to the Design/Builder under this or any other contract, or may demand reimbursement by the Design/Builder to the City for the amount paid by the City, with interest thereon.
- d) If at any time the performance of the Work is stopped because the Design/Builder unreasonably fails or refuses to comply with a regulation or order issued pursuant to the *Workers' Compensation Act*, then such failure or refusal shall be considered a default under this Contract, and this Contract may be terminated at the City's option, in accordance with GC 10.3.

### 3.19 Occupational Health and Safety

- a) The Design/Builder shall be solely responsible for construction safety at the Site as and to the extent required by the *Safety Act*, in effect at time of tender, and any other applicable construction safety legislation, regulations and codes, any City safety Policies, as amended from time to time,

and by good construction practice.

- b) In any case where, pursuant to the provisions of the *Safety Act*, the Director of Inspections or a Safety Officer orders the Design/Builder or any Subcontractor performing the Work, to cease work because of failure to install or adopt safety devices directed by the regulations made under the said Act, or required by it, or because the Director of Inspections or a Safety Officer is of the opinion that conditions of immediate danger exist that would likely result in injury to any person, the City may exercise its right to terminate this Contract or suspend the Work immediately, in accordance with GC 10, until the default or failure is corrected.

### 3.20 Cutting and Patching

- a) The Design/Builder shall do all cutting, fitting, or patching of the Work that may be required to tie in properly with the work of other contractors shown in, or reasonably inferable from the Contract Documents.
- b) The Design/Builder shall not endanger any existing Work by cutting, patching or otherwise, and shall not cut or alter the work of any other contractor save with the consent of the City Representative and then only to the extent permitted by the City Representative.
- c) The Design/Builder shall not unreasonably withhold from the City or a separate contractor the Design/Builder's consent to cutting or otherwise altering the Work in accordance with any direction given by the City Representative.

### 3.21 Defective Work

- a) Defective Work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Design/Builder or any Subcontractor or

Supplier, and whether incorporated in the Work or not, which has been rejected by the City Representative as failing to conform to the Contract Documents, shall be removed promptly from the Work and replaced or re-executed by the Design/Builder in accordance with the Contract Documents, at the Design/Builder's expense.

- b) Where any part of the Work is damaged by such removals, replacements, or re-execution, it shall be made good, promptly, at the Design/Builder's expense.
- c) Where the Design/Builder fails to correct defective or rejected work within the time limits specified by the City Representative, the City may correct defective or rejected Work and deduct the cost of same from the Contract Price, or may terminate this Contract in accordance with GC 10.3.
- d) In cases of emergency, the City may take whatever action it deems necessary to correct defective or rejected Work and deduct the cost of same from the Contract Price.
- e) If, in the opinion of the City Representative, it is not expedient to correct defective work or work not done in accordance with the Contract Documents, the City may deduct from the Contract Price the difference in value between the Work as done and that required by this Contract, as

determined and certified by the City Representative.

### 3.22 Testing and Inspection

- a) Unless otherwise specified in the Contract Documents, the Design/Builder shall not rely on the City's testing program, for the Design/Builder's own quality control, but shall perform such testing as may be required to ensure that the Work complies in all respects with the Contract Documents.
- b) The Design/Builder shall promptly provide the City Representative with two copies of all certificates, inspection and testing reports required by the Contract Documents or ordered by the City Representative.
- c) The City Representative may conduct quality assurance testing regarding the acceptability of materials used in the Work and the Design/Builder shall furnish for the City Representative's approval such samples as the City Representative may reasonably require, at the Design/Builder's expense.
- d) The City Representative may order retesting of questioned Work. If such retesting shows the Work to comply with the provisions of this Contract, the City shall pay the cost of retesting. If the retesting shows that through the fault of the Design/Builder the Work does not so comply, the Design/Builder shall pay all associated costs. Testing which is paid for by the City shall not be subject to direction or control by the Design/Builder.
- e) The City Representative shall at all times have access to the Work and the Design/Builder shall provide proper facilities for such access and for inspection. If any Work should be covered without the approval or consent of the City Representative, it must, if required by the City Representative, be uncovered for examination, and subsequently recovered, both at the Design/Builder's expense.
- f) Any inspection of the Work by the City Representative or the failure of the City Representative to make any inspection, or:
  - i. the thoroughness or lack of thoroughness of any inspection made by the City Representative;
  - ii. the failure of the City Representative to observe defective workmanship or materials either by the Design/Builder or a Subcontractor;
  - iii. the failure to direct the attention of the Design/Builder or Subcontractor, or of any other person, to the inadequacy of the manner in which this Contract is being performed, or
  - iv. the inadequacy or insufficiency of any equipment or material used in the performance of or incorporated in the Work,

shall not relieve the Design/Builder from the responsibility for any failure to supply materials and complete the Work strictly in accordance with the Contract Documents.

### 3.23 Site Cleanliness

- a) The Design/Builder shall maintain the Site in a tidy condition, free from the accumulation of waste material and debris, to the satisfaction of the City Representative.
- b) Before the issuance of a certificate of Substantial Performance, the Design/Builder shall remove all the Design/Builder's plant and material not required for the remaining Work, and all waste material and other debris, and shall ensure that the Work and the Site are clean and suitable for occupancy or use by the City, unless otherwise directed by the City Representative.
- c) Before the issuance of a certificate of Final Completion, the Design/Builder shall remove from the Site all the Design/Builder's plant and material and any waste material and other debris, to the satisfaction of the City Representative.
- d) If the Design/Builder fails or refuses to remove all such plant, materials, equipment and waste within a reasonable time after achieving Final Completion then, on written notice from the City Representative to the Design/Builder specifying a reasonable time to remedy such failure or refusal, the City may do or cause to be done the removal and all reasonable resulting costs incurred by the City may be deducted from any amounts owing by the City to the Design/Builder or claimed for reimbursement from the Design/Builder.
- e) The Design/Builder's obligations described above do not extend to waste material and other debris caused by the City's agents or other contractors.

### 3.24 Claims Against and Obligations of the Design/Builder

- a) The Design/Builder shall pay out and discharge all its lawful obligations and shall satisfy all lawful claims against it arising out of the performance of the Work at least as often as this Contract requires the City to pay the Design/Builder.
- b) The Design/Builder shall, in accordance with the Contract Documents and whenever requested to do so by the City Representative, make a statutory declaration regarding the existence and condition of any obligations of and claims against the Design/Builder, any Subcontractors, or Suppliers. Upon request by the City, the Design/Builder shall provide letters from its Subcontractors and Suppliers regarding the status of any accounts with the Design/Builder and the details of any claims, if any.
- c) The City may, in its absolute discretion, and at any time prior to the final release of holdbacks, in order to discharge lawful obligations of and satisfy lawful claims against the Design/Builder, any Subcontractors or Suppliers arising out of the performance of the Work, pay any amount that is due and payable to the Design/Builder pursuant to this Contract, directly to the obligees of and the claimants against, the Design/Builder, Subcontractor or Supplier. When the parties involved in the claim are in agreement on the validity and amount of the claim, the City may treat this as a lawful claim.
- d) Where no agreement is reached between the parties as referred to above, the City may withhold payment, without any obligation to pay interest, until the validity and amount of the Claim is established by legal proceeding. The City may, in its absolute discretion, bring the matter before

the Nunavut Court of Justice by way of Interpleader, and shall dispose of the funds withheld in accordance with the direction of the Court.

- e) A payment made pursuant to this Article is, to the extent of the payment, a discharge of the City's liability to the Design/Builder under this Contract and may be deducted from an amount payable to the Design/Builder under this Contract or claimed for reimbursement from the Design/Builder.

### **3.25 Patent Rights**

The Design/Builder shall indemnify the City from and against all claims, liabilities and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of the Design/Builder's equipment, materials or plant used for or in connection with, or for incorporation into the Work, and from and against all damages, costs, charges and expenses whatsoever relating thereto.

### **3.26 Royalties**

Except where otherwise stated, the Design/Builder shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for obtaining building materials required for the Work.

### **3.27 Records to be Kept by Design/Builder**

- a) The Design/Builder shall maintain complete records of the Design/Builder's estimated and actual costs of the Work together with all tender calls, quotations, contracts, correspondence, invoices, and receipts. In accordance with the terms of this Contract, these documents shall be available for audit and inspection by the City or by persons acting on behalf of the City when requested. The Design/Builder shall furnish any such person with any information it may require from time to time in connection with these records.
- b) Records maintained by the Design/Builder shall be kept intact for six years following the end of the warranty period or such other period of time as directed by the City Representative.
- c) The Design/Builder shall ensure that all of its Subcontractors comply with the above requirements.

### **3.28 Public Ceremonies and Signs**

- a) The Design/Builder shall not permit any public ceremony in connection with the Work without the prior written consent of the City.
- b) The Design/Builder shall not erect or permit the erection of any sign or advertising on the Site without the prior written consent of the City.

### **3.29 Non-Compliance by Design/Builder**

- a) If the Design/Builder fails to comply, within a reasonable time, with any decision or direction given by the City Representative, the City may employ such methods as the City deems advisable to do that which the Design/Builder failed to do.
- b) The Design/Builder shall pay the City the total of all costs, expenses and damages incurred or

sustained by the City by reason of the Design/Builder's failure to comply with any decision or direction referred to above, including the cost of any method employed by the City. Where the amounts owing to the Design/Builder under this Contract are insufficient to cover such costs, the Design/Builder shall pay the balance to the City immediately.

#### **4. ADMINISTRATION BY CITY REPRESENTATIVE**

##### **4.1 City Representative's Duties and Authority**

- a) The City Representative will administer this Contract on behalf of the City as provided in the Contract Documents. The City Representative will be the City's representative until the Work has been completed in accordance with the Contract Documents.
- b) Except as expressly stated in the Contract Documents, the City Representative shall have no authority to relieve the Design/Builder of any of the Design/Builder's obligations under this Contract.
- c) The City Representative will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work performed and shall deal with Claims as they arise, in accordance with GC 9.1.
- d) If any error, inconsistency, or omission in the Contract Documents is discovered, the City Representative shall provide directions or clarifications to the Design/Builder.
- e) During the progress of the Work, the City Representative shall have authority to reject Work that, in the City Representative's opinion, does not conform with the requirements of the Contract Documents, or to issue written additional instructions regarding the Work which may, in the opinion of the City Representative, be necessary to supplement or clarify the Contract Documents. Such additional instructions shall be consistent with the intent of the Contract Documents, shall not entitle the Design/Builder to an Adjustment and shall be binding upon and be carried out promptly by the Design/Builder.
- f) Wherever, under this Contract, the City Representative is required to exercise discretion by:
  - i. rendering a decision, opinion or consent;
  - ii. expressing satisfaction or approval;
  - iii. determining value; or
  - iv. otherwise taking action which may affect the rights and obligations of the City or the Design/Builder,

the City Representative shall do so impartially, consistent with the terms of this Contract and having regard to all of the circumstances. Any such decision, opinion, consent, expression of satisfaction or approval, determination of value or action, may be opened up, reviewed, or revised as provided in GC 9.

## 4.2 Observing the Work

The City Representative will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the City Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations, the City Representative will keep the City informed of the progress of the Work and will endeavour to guard the City against defects and deficiencies in the Work. The City Representative's obligations under this section shall not relieve the Design/Builder of its obligations under this Contract.

## 4.3 City Representative's Decision

Except as provided in GC 4.1f), neither the City Representative's authority or responsibilities under GC 4 or under any other provision of the Contract Documents nor any decision made by the City Representative in good faith either to exercise or not exercise such authority or responsibility, shall create, impose or give rise to any duty or responsibility owed by the City Representative to the Design/Builder, any Subcontractor, Supplier, or to any surety for or employee or agent of any of them.

# 5. PAYMENT AND COMPLETION

## 5.1 Progress Payments

- a) At the end of each calendar month, or such other period as is agreed to between the City Representative and the Design/Builder, the Design/Builder shall deliver to the City Representative a written progress claim that describes the Design Services and/or Work that has been completed and any material that was delivered to the Site but not yet incorporated into the Work since the last progress claim.
- b) The City Representative shall, within 28 Days of receipt of the Design/Builder's progress claim, review the claim and prepare a certificate for payment which may take the form of an endorsement on the progress claim. If the City Representative amends the progress claim, he will promptly notify the Design/Builder in writing, giving reasons for the amendment.
- c) Where the Design/Builder does not submit a progress claim or where the City Representative does not endorse the Design/Builder's progress claim, the City Representative may calculate the progress payment and prepare a certificate for payment by the City. Where unit prices apply, payment will be calculated on the basis of the unit prices specified in the Contract Documents and the units of Work completed as determined by the City Representative. Where a lump sum price applies, payment will be calculated on the basis of the City Representative's estimate of the percentage of the Design Services and/or Work completed.
- d) The progress certificate will show, to the end of the period covered by the progress claim, the estimated value of all labour and materials incorporated into the Work, GST monies paid, all materials stored at the Site and all Change Orders certified by the City Representative. The certificate shall also show the aggregate of previous payments and the amounts withheld. The gross amount shown on such certificate, less the aggregate of all payments to date and sums

withheld or setoff, shall become due and be payable by the City to the Design/Builder within 30 Days following receipt by the City of the progress certificate.

- e) The estimates referred to above shall not bind the City or the City Representative in any manner in the preparation of the final estimate of the Work done, but shall be held to be approximate only and shall in no case be taken as an acceptance of the Work or as a release of the Design/Builder from the Design/Builder's responsibilities under this Contract.
- f) If for any reason the City disputes the net amount shown for payment on a progress certificate the City shall, within the time specified in this GC, pay to the Design/Builder any amount not disputed and also deliver to the Design/Builder and the City Representative written reasons for any deductions.

## 5.2 Contract Holdbacks

The City will retain Contract holdbacks in the amount of ten (10%) percent (the "Lien Holdback"), in accordance with Section 5.1 and GC 5.6.

## 5.3 Substantial Performance

- a) When the Design/Builder considers the Work ready to be utilized for its intended purpose, the Design/Builder may apply in writing to the City Representative to issue a Certificate of Substantial Performance. The Design/Builder shall prepare and submit with its application a comprehensive list of deficiencies and/or incomplete items to be completed or corrected, a statutory declaration as per GC 3.23b) and particulars of, or a waiver of, all outstanding claims against the City, arising out of the Work. The Design/Builder shall proceed promptly to complete and correct the items on the list. Failure to include an item on this list does not alter the Design/Builder's responsibility to complete the Work in accordance with the Contract Documents.
- b) Following the receipt of an application from the Design/Builder for a certificate of Substantial Performance, the City Representative shall, with reasonable promptness, make an inspection and assessment of the Work. Within seven Days of the inspection, the City Representative shall notify the Design/Builder of his approval or reasons for disapproval of the application. If the City Representative determines that the Work is substantially completed, he shall issue a certificate of Substantial Performance to the City and the Design/Builder. A list of items to be completed or rectified shall accompany the certificate. If the City Representative does not consider the Work to be substantially completed, he shall notify the Design/Builder in writing of the reasons why and list the items to be completed or rectified, of which the City Representative is aware.
- c) The City may deduct from the Contract Price, or any amounts due to the Design/Builder, the costs associated with the City Representative being called upon to perform more than one inspection for the purpose of determining Substantial Performance, when in the opinion of the City Representative, the Work was clearly not yet substantially complete.
- d) The certificate of Substantial Performance shall establish the date of Substantial Performance and shall fix the time within which the Design/Builder shall complete or correct all items on the list accompanying the certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Performance, unless otherwise provided, in the certificate of Substantial

Performance.

- e) Similarly, in accordance with the procedure set out above, the City Representative may in its absolute discretion, issue a Certificate of Substantial Performance in respect of any part of the Work which has been both completed to the satisfaction of the City Representative and which the City has elected to occupy or use prior to completion.
- f) In addition to other holdbacks as provided by the Contract Documents, when considering Substantial Performance, the City may hold back from payments otherwise due to the Design/Builder the amount that is two times the amount of a reasonable estimate, as determined by the City Representative, on account of deficient or defective Work already paid for. This holdback may be held, without interest, until such deficiency or defect is remedied. The items of defect or deficiency and the amounts of related holdback shall be listed separately on the payment certificate.

#### **5.4 Final Completion**

- a) Following Final Completion of the Work, including any testing, the Design/Builder shall provide the City Representative with the following:
  - i. a statutory declaration as referred to in GC 3.23b) that:
    - A. the Work has been completed in accordance with the Contract Documents; and
    - B. no claims exist or alternatively setting out the particulars of any claims relating to personal injury or death or property loss or damage arising out of the Work, and any alleged infringement by the Design/Builder of a patent or other property right in performing this Contract; and
  - ii. particulars of, or a waiver of, all outstanding claims against the City, arising out of the Work.
- b) Following receipt of the documents referred to in GC 5.4a), the City Representative shall, with reasonable promptness, conduct an inspection and assessment of the Work to verify that the Work has been completed in accordance with the Contract Documents. Within 14 Days of receipt of the above documents, the City Representative shall either issue a certificate of Final Completion to the City and the Design/Builder or a list of items to be completed or rectified, of which the City Representative is aware. The City may deduct from monies owed to the Design/Builder the costs associated with the City Representative being called upon to perform more than one inspection.
- c) Receipt by the Design/Builder of the certificate of Final Completion shall entitle the Design/Builder to payment in accordance with GC 5.5.

#### **5.5 Final Progress Payment**

- a) The final progress payment certificate will be prepared following the issuance of the certificate of Final Completion. The final progress payment certificate will show the total amount payable to the Design/Builder, less any amounts retained or setoff.

- b) The final progress payment amount shall be paid by the City to the Design/Builder within 30 Days following receipt by the City of the final progress payment certificate.

### 5.6 Holdback Release

- a) 45 Days following the date of the issuance of the certificate of Substantial Performance by the City Representative, the Design/Builder may apply to the City for release of fifty percent of the Lien Holdback. The Design/Builder shall with such application provide the City Representative with a statutory declaration as referred to in GC 3.23b), with the content referred to in GC i), and the particulars of a waiver of, all outstanding claims against the City, arising out of the Work. The City Representative shall, within 14 Days' receipt of the Design/Builder's application, issue a Holdback Payment Certificate or a list of items to be rectified prior to payment.
- b) Following the release of fifty percent of the Lien Holdback in accordance with GC 5.6a), the Design/Builder may apply in writing for release of the remainder of the remaining Lien Holdback funds retained by the City, provided an irrevocable letter of credit, in a form acceptable to the City and from a bank and branch acceptable to the City, for the same amount is presented for the City's consideration. The City may, in its absolute discretion, accept or reject the Design/Builder's irrevocable letter of credit in place of the remainder of the Lien Holdback. The irrevocable letter of credit referred to in this provision must be for the same amount as the remainder of the Lien Holdback and must remain in place until expiry of the warranty period referred to in GC 11.4. Should the Design/Builder's irrevocable letter of credit be scheduled to expire prior to the end of such warranty period, the City may, at any time within the 14 Days prior to the expiry date, call upon and draw down the irrevocable letter of credit, unless the Design/Builder presents a renewal thereof with an expiry date be beyond the warranty period.
- c) One year following the date of the issuance of the Certificate of Substantial Performance by the City Representative, the Design/Builder may apply to the City for release of the remainder of all Contract holdbacks or the return of irrevocable letters of credit, if any. The City Representative shall, within 28 Days of receipt of the Design/Builder's application, issue a Holdback Payment Certificate or a list of items to be rectified prior to payment.
- d) The City may withhold from monies owing to the Design/Builder, an amount equal to the City Representative's estimate of the value of all outstanding deficiencies.
- e) Subject to any applicable lien legislation requirements, holdback payments shall become payable or irrevocable letters of credit shall be returned by the City to the Design/Builder, within 30 Days following receipt by the City of the Holdback Payment Certificate.
- f) Delay by the City in making payments when they are due pursuant to this provision shall not be a breach of this Contract by the City.

### 5.7 Right of Set-off

Without limiting any right of set-off or deduction given or implied by law or elsewhere in the Contract Documents, the City may set-off any amount payable to the City by this Design/Builder against any amount payable to the Design/Builder under this Contract.

## 6. TIME AND DELAYS

### 6.1 Time of the Essence

Time is of the essence of this Contract, including without limitation the dates and time limits stated in the Contract Documents. By executing this Contract, the Design/Builder confirms that this Contract Time is a reasonable period for performing the Work.

### 6.2 Delays

a) Where a delay occurs in the progress of the Work and:

- i. the delay is attributable to or within the control of the Design/Builder or its Subcontractors or was reasonably foreseeable by them at the time this Contract

was entered into, the Completion Date will not be adjusted. The Design/Builder will be liable to the City for all costs and expenses incurred by the City, as well as for any losses resulting from the City's inability to utilize the Work for its intended purpose resulting from the delay, and the City may deduct such costs from payments owing to the Design/Builder under this Contract;

- ii. the delay is due to an act or neglect by the City, the City Representative, or other contractor, or of an employee of any of them, then the Design/Builder may make a Claim therefor, in accordance with GC 9.1, or
- iii. the cause for the delay does not fall within the circumstances described in (i) or (ii) above, the Design/Builder may make a Claim for an Adjustment in the Contract Time and for an Adjustment of the Contract Price, in accordance with GC 9.1. This shall be the Design/Builder's sole and exclusive remedy for such delays.

b) In no event will adverse weather be considered to be a cause of delay beyond the Design/Builder's or its Subcontractors' control or not reasonably foreseeable by them at the time this Contract was entered into.

## 7. ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

### 7.1 Late Completion

- a) For the purposes of this GC, "period of delay" means the number of Days commencing on the Completion Date fixed by the Articles of Agreement and ending on the Day immediately preceding the Day on which the certificate of Substantial Performance is issued but does not include any Day within a period of extension granted pursuant to GC 9.1 or 6.2.
- b) The Design/Builder acknowledges and agrees that any period of delay will cause the City to incur substantial damage and losses of types and in amounts which are difficult to quantify, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Design/Builder agrees that liquidated damages may

be assessed and recovered by the City as against the Design/Builder, in the event of delayed completion and without the City being required to present any evidence of the amount or character of actual damages sustained. The Design/Builder shall be liable to the City for payment of liquidated damages in the amount of \$1000.00 per calendar day for each day of the period of delay. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and the Design/Builder shall pay them to City without limiting the City's other rights and remedies.

## **8. CHANGE ORDERS**

### **8.1 Changes in the Work**

- a) Without invalidating this Contract, the City may, through the City Representative, direct in writing the Design/Builder to make changes in the Work by adding to, deleting from, or revising the Work.
- b) When no Change Order has been issued by the City Representative, and the Design/Builder claims that any of the Work being performed or proposed constitutes a change in the Work entitling the Design/Builder to an Adjustment, the Design/Builder may make a Claim therefore in accordance with GC 9.1.
- c) Changes in the Work directed by the City shall not be initiated, and shall not be carried out by the Design/Builder, without the prior written authorization of the City through the City Representative.
- d) Upon receipt of a Change Order from the City Representative, the Design/Builder shall promptly proceed with the Work involved under the applicable provisions of the Contract Documents, except as specifically provided in the Change Order.
- e) The City Representative may in writing direct the Design/Builder to proceed with the Change notwithstanding that a Change Order has not been prepared or agreed at the time of such direction, and upon receipt of such direction the Design/Builder shall promptly proceed with the Work as aforesaid. If the parties fail to agree upon the price for such Change, the price therefor shall be as set out in GC 8.2f) or (i), as applicable.
- f) If notice of any change in the Work is required by the provisions of any bond to be given to a surety, the Design/Builder will be responsible for giving such notice, and the amount of each applicable bond shall be adjusted accordingly. For the purposes of this provision, the Design/Builder will be considered to be the surety's agent.

### **8.2 Valuation of Changes**

- a) When a change results in a decrease in the Work, the Contract Price shall be decreased by an amount to be determined by the City Representative, with such decrease valued in the same manner as if it were an increase.
- b) When a change causes an increase in the Work, the Contract Price shall be increased in accordance with this provision.
- c) If this Contract specifies unit prices for changes to the Work, and the City Representative concurs in their use on a particular change or portion thereof, then the Design/Builder shall be paid for

such change or portion, a sum determined by applying the unit prices to the actual quantum, as measured by the City Representative, determined after completion of the Change.

- d) Where this Contract specifies force account rates for labour, equipment and materials, and the City Representative concurs in their use on a particular change or portion thereof, then the Design/Builder shall be paid for such change or portion, a sum determined by applying the force account rates to the number of hours of labour and equipment expended and quantities of materials utilized. The Design/Builder shall present records of the Work done to the City Representative for approval, at the times and in the manner specified by the City Representative.
- e) If there are changes, or portions of changes, for which unit prices or force account rates are not applicable or specified, then the Design/Builder shall propose to the City Representative a fixed price for such changes or portions. Upon agreement by the City on the amount thereof, the proposed fixed price shall become the sum the Design/Builder shall be paid for such change or portion.
- f) If the Design/Builder and the City are unable to agree on a fixed price, then the Design/Builder shall be reimbursed its direct costs for performing the changes as directed by the City Representative.
- g) Whenever the direct cost of any Work is to be determined in accordance with GC 8.2f), the Design/Builder will establish and maintain contemporaneous records in accordance with GC 3.27.
- h) Pending final determination of cost, amounts not in dispute shall be included in progress payments.
- i) If the method of valuation of any increase cannot be promptly agreed upon, the City Representative shall determine the method of valuation and issue a written authorization for the change setting out the method of valuation.

### **8.3 Contingency Allowance**

- a) The Contract Price includes the contingency allowance, if any, stated in the Contract Documents.
- b) Expenditures under the contingency allowance shall be authorized in the same manner as for a Change Order in accordance with GC 8, and the value shall be determined in accordance with GC 8.2.
- c) The unexpended portion of the contingency allowance shall be credited to, and paid to, the City as a condition of achieving Substantial Performance, unless otherwise agreed to by the City.

## **9. DISPUTE RESOLUTION**

### **9.1 City Representative's Decision**

- a) Where a Claim arises out of, or in connection with this Contract or the performance of the Work, whether during the performance of the Work or after its completion and whether before or after termination of this Contract, the Claim shall, in the first place, be referred in writing to the City Representative in accordance with this provision.

- b) A written notice stating the general nature of the Claim shall be delivered by the party making the Claim to the other party and to the City Representative promptly, and in no event later than seven Days after the occurrence of the event giving rise to the Claim. Failure to deliver such notice shall constitute a waiver of the Claim. Any Work for which a Claim has been made, shall be kept readily accessible and shall not be covered up without the express permission of the City Representative.
- c) Notice of the extent of the Claim with supporting data shall be delivered within 14 Days after such occurrence. The Design/Builder shall keep contemporaneous records as may reasonably be necessary to support the Design/Builder's Claim, which may be inspected by the City Representative, as he deems necessary.
- d) The City Representative shall review the information submitted, consult with the parties, and make reasonable efforts to obtain agreement between the City and the Design/Builder regarding the Claim. The parties agree that, both during and after the performance of the Work, each of them shall use their best efforts to resolve any disputes arising between them by amicable negotiations, and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations. The City Representative may request the parties to refer the matter to more senior levels of management within their organizations, in an effort to resolve the Claim.
- e) Where the City and the Design/Builder reach an agreement on the Claim, the City Representative will, where appropriate, prepare a Change Order for the City's approval, which shall be sufficient to effect a change in this Contract, in accordance with the terms of the Change Order and the Contract Documents.
- f) If the City and the Design/Builder cannot reach an agreement regarding the Claim, the City Representative shall decide the matter and notify the parties in writing of his decision, within 14 Days of the last submission, and in no event later than 30 Days following the date of the occurrence giving rise to the Claim. Valuation of Adjustments in the Contract Price shall be determined by the City Representative in accordance with GC 8.2.
- g) Unless this Contract has already been terminated, the Design/Builder shall, in every case, proceed with the Work with all due diligence and the City and the Design/Builder shall give effect forthwith to every such decision of the City Representative unless and until the same shall be revised, as hereinafter provided.
- h) Where either party disputes the decision of the City Representative or where the City Representative fails to notify the parties of his decision in accordance with GC 9.1(f) then either party may refer the matter to negotiation within 14 Days by written notice to the other party. Such negotiation shall take place between representatives of the Design/Builder and the City, each with sufficient authority to settle the matter, within 7 Days of receipt of the notice. If the parties do not succeed in settling the dispute at such negotiation, either party may, within 14 Days of the negotiation concluding, notify the other party of its intention to refer the matter to the Referee in accordance with GC j) or Arbitrator in accordance with GC 9.3, as applicable. No referral may be made unless negotiation has been completed and such notice is given. Notices of referral to negotiation, to Arbitrator and to the Referee shall be copied to the City Representative for information.

- i) If the City Representative has given notice of his decision as to a matter in dispute to the parties and no notice of intention to refer the matter to the Referee has been given by either the City or the Design/Builder within 30 Days, the City Representative's decision shall become final and binding upon the parties.
- j) The presentation of a Claim shall not be grounds for delay or interruption of the Work.

## 9.2 Appointment of Referee

- a) If the City and the Design/Builder agree to appoint a Referee, the City and the Design/Builder shall name, within 30 Days of the parties signing this Contract, a Referee who may be called upon during the performance of, or after the completion of the Work, to settle any Claims or disputes arising under this Contract. Where the Referee appointed in accordance with this provision refuses to act, is incapable of acting or dies, the parties shall name a new Referee at the earliest opportunity. Should the parties be unable to agree on a Referee within the time specified, the City Representative whose decision shall be final, shall name a Referee.
- b) Where either party has disputed a decision of the City Representative in accordance with GC 9.1(h), the Referee shall review the decision of the City Representative and may, if he/she deems it appropriate, require the parties to supply him/her with further information or documentation, giving each party an opportunity to respond. The Referee may inspect the Work after giving reasonable notice to each party of the time he/she intends to do so.
- c) Not later than 30 Days after receipt of the last documentary submission, where the matter has not been resolved in accordance with GC 9.2b), the Referee shall issue his/her written decision with reasons to the parties.
- d) The costs of retaining the Referee shall be shared equally between the City and the Design/Builder unless the Referee directs otherwise. The City may deduct such costs assessed against the Design/Builder by the Referee, from any amount due and payable by the City to the Design/Builder under this Contract.

## 9.3 Appointment of Arbitrator

- a) If the parties agree to appoint a Referee, then within 14 Days after the Referee has rendered his/her decision, either party may, by written notice to the other party and to the City Representative for information, refer the decision of the Referee to arbitration pursuant to this GC 9.3. If the parties have not agreed to appoint a Referee, then within the 14-Day period referred to in GC 9.1(h), either party may refer to decision of the City Representative to arbitration pursuant to this 9.3. Upon any such referral, the parties shall appoint a single Arbitrator, for arbitration in accordance with the *Arbitration Act*, R.S.N.W.T. 1988, c. A-5 (Nu), subject to the following provisions:
  - i. the Arbitrator shall have the authority to call upon the Referee to give evidence during the arbitration proceedings, including all documentation prepared by the Referee or reviewed by him/her;
  - ii. the decision of the Arbitrator shall be final and binding upon the parties who covenant

that their disputes shall be so decided by arbitration alone and not by recourse to any court by way of action at law;

- iii. arbitration proceedings may be commenced prior to or after completion of the Work, provided that the obligations of the City, the City Representative and the Design/Builder shall not be altered by reason of the arbitration being conducted during the progress of the Work;
  - iv. before the arbitration proceeds on the substantive issues, a budget for the proceedings shall be established by the Arbitrator and each party shall deposit, as security for costs, a sum equal to half of such budget with the Arbitrator, who shall thereupon deposit such funds in an interest bearing trust account with a chartered bank. Subject to the award and payment of costs as hereinafter provided, the balance of the security deposits and interests shall be properly returned to the respective parties; and
  - v. the cost of arbitration may be awarded against the parties hereto or against any one of them as the Arbitrator may decide.
- b) If a Claim involves the Work of a Subcontractor, either the City or the Design/Builder may join such Subcontractor as a party to the arbitration between the City and the Design/Builder. The Design/Builder shall include in all its subcontracts specific provision whereby its Subcontractors consent to being joined in an arbitration between the City and the Design/Builder involving the Work of such Subcontractors. Nothing in this provision nor in the provision of such subcontracts consenting to joinder shall create any claim, right or cause of action in favour of the Subcontractors as against the City or the City Representative.
- c) If no notice is received within the time limits set out or referred to in GC 9.3a), the decision of the Referee shall be final and binding on the parties.
- d) The Design/Builder agrees that it shall join other arbitration proceedings with respect to the Project, as requested in writing by the City.

#### **9.4 Adherence to Provisions**

The provisions of this Article, including without limitation, procedure and sequences for the resolution of disputes, shall be strictly adhered to by both parties.

### **10. WITHDRAWAL, SUSPENSION AND TERMINATION**

#### **10.1 Withdrawal of the Work**

- a) After giving the Design/Builder seven Days' written notice within which the Design/Builder may remedy any delay or default specified, the City may, through the City Representative, withdraw the Work from the Design/Builder where the Design/Builder is not diligently performing the Work to the satisfaction of the City Representative or has not completed the Work within the time specified in this Contract.
- b) On withdrawal of the Work, the City may:

- i. take possession of all plant, equipment and materials on the Site and ordered by the Design/Builder for the Work but not yet delivered to the Site; and

complete the Work withdrawn from the Design/Builder.

- c) Withdrawal of the Work by the City does not terminate this Contract and does not relieve the Design/Builder of its obligation to complete the remainder of the Work.
- d) The Contract Price will be reduced by the value of the Work withdrawn, as determined by the City Representative. The Design/Builder shall be liable to the City for all extra costs incurred by the City to complete the Work withdrawn from the Design/Builder, including all amounts set out in GC 10.3d) notwithstanding that the Design/Builder may not be in default hereunder, and the City may deduct such costs from payments owing to the Design/Builder under this Contract.

## **10.2 Suspension of the Work**

- a) The City may through the City Representative suspend the Design Services or progress of the Work at any time by giving the Design/Builder a written notice, which shall include the reason for the suspension.
- b) Where such a suspension results in a delay in the progress of the Work, the rights of the parties shall be determined in accordance with GC 6.2a)i), (ii) or (iii) as applicable.
- c) During the period of suspension, the Design/Builder shall protect, preserve and maintain the Work in a manner satisfactory to the City and shall not remove any part of the plant, equipment and materials from the Site without the prior written consent of the City.
- d) Following the suspension, the Schedule shall be revised by the Design/Builder, for approval by the City, and the Work shall be completed as provided in the revised Schedule.
- e) Where the Work or any part thereof is suspended on the written instructions of the City and if permission to resume Work is not given by the City within a period of 90 Days from the date of suspension, the Design/Builder may request permission from the City to proceed with the Work. If the City does not grant permission within 14 Days' receipt of the Design/Builder's written request, the Design/Builder may elect to treat the suspension, where it affects only part of the Work, as an omission of such Work by giving a further notice to the City to that effect or, where it affects the whole of the Work, treat this Contract as having been cancelled by the City, in accordance with GC 10.4.

## **10.3 Termination by City**

- a) Without limitation, any, or all of the following actions by or circumstances relating to the Design/Builder shall constitute default on the part of the Design/Builder:
  - i. committing or threatening to commit any act of insolvency or bankruptcy, voluntary or otherwise;

- ii. having a receiver appointed on account of insolvency or in respect of any property;
  - iii. making a general assignment for the benefit of creditors;
  - iv. failing to comply with or persistently disregarding Applicable Laws or directives of competent authorities relating to the Work;
  - v. failing to comply with any requests, instruction, or direction of the City Representative;
  - vi. failing to pay accounts relating to the Work as they come due;
  - vii. failing to prosecute the Work with skill and diligence;
  - viii. assigning or subletting this Contract or any portion thereof without the required consent from the City;
  - ix. failing or refusing to correct defective or deficient Work; and
  - x. being otherwise in default in carrying out any of its obligations under this Contract, whether such default is similar or dissimilar in nature to the causes listed previously.
- b) The Design/Builder shall immediately advise the City in writing of any default listed in GC 10.3a).
- c) If the Design/Builder is in default under this Contract, the City shall be entitled to do any or all of the following on seven Days' written notice to the Design/Builder:
- i. take possession of all Work in progress, materials, and construction equipment at the Site, at no additional charge for the retention or use of the construction equipment;
  - ii. eject and exclude from the Site all personnel of the Design/Builder and any Subcontractor;
  - iii. terminate the City's utilization of the Design/Builder to perform the Work;
  - iv. finish the Work by whatever means the City may deem appropriate under the circumstances; and
  - v. withhold any further payments to the Design/Builder until the Design/Builder's liability to the City is ascertained.
- d) The Design/Builder shall be liable to the City for:
- i. the extra expense of finishing the Work, including compensation to the City for additional engineering, managerial and administrative services;
  - ii. the cost of correcting deficiencies in that portion of the Work performed by the Design/Builder; and
  - iii. all other loss, damage and expense occasioned to the City by reason of the Design/Builder's default,

and the City may deduct such amounts from payments owing to the Design/Builder under this Contract and/or be reimbursed for same by the Design/Builder.

- e) Any action by the City under this GC 10.3 shall be without prejudice to the City's other rights or remedies under any security held by the City for performance of this Contract by the Design/Builder.

#### **10.4 Contract Cancellation**

- a) The City shall have the right which may be exercised from time to time, with or without cause, and on 14 Days' written notice to the Design/Builder, to cancel any uncompleted or unperformed portion of the Work. In the event of such cancellation, the Design/Builder shall be entitled to the following:
  - i. reimbursement at the Contract rate for all items completed and delivered;
  - ii. reimbursement for the costs to the Design/Builder for Work in progress and expenses incurred in the course of the Work, plus a reasonable return on such costs and expenses; and
  - iii. reimbursement for costs and expenses directly caused by the cancellation.
- b) Title to all Work for which reimbursement is made shall vest in the City.
- c) The City's obligation to the Design/Builder in the event of cancellation shall be limited to the amounts set out in subsection (a) above. For greater clarity, the City shall not be liable to the Design/Builder for indirect loss, consequential loss, loss of business opportunity or loss of anticipated profit on the cancelled portion or portions of the Work.
- d) This section shall not apply to situations in which the City is entitled to terminate this Contract by reason of default by the Design/Builder.

#### **10.5 Termination by Design/Builder**

- a) If the City should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the City's insolvency, or if a receiver is appointed because of the City's insolvency, the Design/Builder may, without prejudice to any other right or remedy the Design/Builder may have, by giving the City or receiver or trustee in bankruptcy notice in writing, terminate this Contract.
- b) If the Work should be stopped or otherwise delayed for a period of 90 Days or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the Design/Builder or of anyone directly or indirectly employed or engaged by the Design/Builder, the Design/Builder may, without prejudice to any other right or remedy the Design/Builder may have, by giving the City notice in writing, terminate this Contract.
- c) If the Design/Builder terminates this Contract under the conditions set out above, the Design/Builder shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon products and construction machinery and equipment, and such other

damages as the Design/Builder may have sustained as a result of the termination of this Contract.

## **11. BONDS AND WARRANTY**

### **11.1 Obligations to Provide Contract Security**

- a) The Design/Builder shall promptly provide to the City the surety bonds called for in the Contract Documents, not later than 10 Days following receipt by the Design/Builder of the letter of acceptance.
- b) Such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in Nunavut and shall be maintained in good standing until the fulfillment of this Contract.
- c) Prior to or at the time of making a Claim under such bonds, the City shall send written notification to the Design/Builder, stating the nature of the default for which a Claim is being made.

### **11.2 Prescription of Acceptable Contract Security**

- a) The Design/Builder shall deliver to the City:
  - i. a performance bond and a labour and material payment bond each in an amount that is equal to and not less than fifty percent of the Contract Price referred to in the Articles of Agreement; or
  - ii. a security deposit in an amount that is equal to ten percent of the Contract Price referred to in the Articles of Agreement.
- b) The performance bond and the labour and material payment bond referred to in GC 11.2a)i) shall be in a form as approved by the Federal Treasury Board (Federal Contracts).
- c) A security deposit referred to in GC 11.2a)ii) shall be in a form of:
  - i. an irrevocable letter of credit in a form acceptable to the City and from a bank and branch acceptable to the City; or
  - ii. a certified cheque or bank draft from a bank acceptable to the City and made payable to the City.
- d) Should the Design/Builder's irrevocable letter of credit be scheduled to expire prior to the Completion Date set out in the Articles of Agreement, the City may, at any time within the 14 Days prior to the expiry date, call upon and draw down the irrevocable letter of credit, unless the Design/Builder presents a renewal thereof with an expiry date beyond the anticipated date for Final Completion, as determined by the City Representative.

### **11.3 Return of Security Deposit**

- a) Following issuance of the certificate of Substantial Performance, the City may, in its absolute discretion, release all or part of the security deposit referred to herein.

- b) Following issuance of the certificate of Final Completion, and subject to the final resolution of any and all ongoing Claims of the City against the Design/Builder hereunder, the Design/Builder shall, subject to the terms of this Contract, be entitled to the remainder of any security deposit.
- c) Interest shall not be paid on security deposits.

#### **11.4 Warranty**

- a) The Design/Builder warrants and guarantees that the Work is fit for its intended purpose and shall be free from all defects or deficiencies in, or arising from, materials or workmanship in any part of the Work for the period of one year from the date of Final Completion of the Work, as certified by the City Representative, or such longer period as may be specified in the Contract Documents for certain products or Work.
- b) The Design/Builder shall promptly correct, at its own expense, defects or deficiencies in the Work which appear prior to and during the warranty described in GC 11.4a). The Design/Builder shall correct and pay for all damages resulting from corrections made under this provision.
- c) Work performed to correct defects or deficiencies shall be warranted and guaranteed to be free from defects or deficiencies, on the same basis as the original Work, for a period of one year from the Day said work was completed.
- d) The City or the City Representative shall promptly give the Design/Builder written notice of observed defects and deficiencies.
- e) If any defects or deficiencies in the Work appear at any time prior to the end of the warranty period, the City Representative may instruct the Design/Builder to search for the cause thereof. If such defect or deficiency is one for which the Design/Builder is liable, the cost of the Work carried out in searching shall be at the Design/Builder's expense, and it shall in such case remedy such defect or deficiency at its own cost; otherwise it shall be at the City's expense.
- f) In an emergency or to prevent an emergency or if the Design/Builder neglects for any reason to correct defects or deficiencies within a reasonable time, the City may perform the Work or direct another party, on the City's behalf, to do the Work. All costs associated with the correction of such defects or deficiencies shall be paid for by the Design/Builder and the City may deduct such costs from amounts owing to the Design/Builder or be reimbursed for same by the Design/Builder.

## **12. INDEMNIFICATION, WAIVER AND INSURANCE**

### **12.1 Indemnification by Design/Builder**

- a) The Design/Builder shall defend, indemnify and save harmless the City and the City Representative, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Design/Builder's performance of the Work, or by reason of any matter or thing done, permitted or omitted to be done, by the Design/Builder, its Subcontractors, and Suppliers, or their agents or employees, whether occasioned by negligence or otherwise. For greater clarity, the foregoing indemnity includes all claims made against the City by the Subcontractors and/or Suppliers of the Design/Builder. The indemnity contained herein shall survive completion or termination of this

Contract.

- b) Nothing contained in the Contract Documents or any approval, express or implied, of the City Representative or City shall relieve the Design/Builder of any liability for latent defects or any liability which may be imposed by law.

## 12.2 Indemnification by City

The City shall, subject to any law that affects the City's rights, powers, privileges or obligations, indemnify and save the Design/Builder harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of his activities under this Contract that are directly attributable to:

- a) lack of or a defect in the City's title to the Site whether real or alleged; or
- b) an infringement or an alleged infringement by the Design/Builder of any patent of invention or any other kind of intellectual property occurring while the Design/Builder was performing any act for the purposes of this Contract employing a model, plan or design or anything related to the Work that was supplied by the City to the Design/Builder.

## 12.3 Waiver of Claims

- a) Subject to any lien legislation applicable, as of the fifth Day before the expiry of the lien period provided by the applicable lien legislation, the Design/Builder waives and releases the City from all claims which the Design/Builder has or reasonably ought to have knowledge of that could be advanced by the Design/Builder against the City arising from the Design/Builder's involvement in the Design Services or Work, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of Substantial Performance of the Work, except as follows:
  - i. claims arising prior to or on the date of Substantial Performance of the Work for which notice in writing of claim has been received by the City from the Design/Builder no later than the sixth calendar day before the expiry of the lien period provided by the applicable lien legislation;
  - ii. indemnification for claims advanced against the Design/Builder by third parties for which a right of indemnification may be asserted by the Design/Builder against the City pursuant to the provisions of this Contract;
  - iii. claims for which a right of indemnity could be asserted by the Design/Builder pursuant to the provisions of GC 12.2; and
  - iv. claims resulting from acts or omissions which occur after the date of Substantial Performance of the Work.
- b) The Design/Builder waives and releases the City from all claims referenced in paragraph 12.3a)iv) except for those referred in paragraphs 12.3a)ii) and (iii) and claims for which notice in writing of claim has been received by the City from the Design/Builder within 395 calendar days following the date of Substantial Performance of the Work.

## 12.4 Policies of Insurance

Without restricting the applicability of GC 12.1, the Design/Builder shall provide and maintain the insurance coverages listed in this provision. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the Design Services (for insurance referred to in (a) below) or the Work (for the remainder of the insurance) until the date of issuance of the certificate of Final Completion. Prior to commencement of the Work, the Design/Builder shall provide the City with confirmation of coverage in the format attached as Appendix A to these General Conditions, and, if required, a certified true copy of the policies certified by an authorized representative of the Insurer. The Design/Builder shall ensure that any Subcontractors comply with the insurance requirements outlined in this GC 12. The insurance coverages required are as follows:

### a) General Liability Insurance

Contractor's comprehensive general or commercial general liability insurance shall have limits of not less than five million dollars per occurrence with a property damage deductible not exceeding two thousand five hundred dollars. The insurance provided shall be no less broad than the insurance provided by IBC Form 2100 or its equivalent replacement and shall include a standard non-owned automobile policy including a blanket contractual liability endorsement. To achieve the required limit, umbrella or excess liability insurance may be used. All liability coverage shall be maintained for completed operations hazards from the date of Final Completion of the Work, as set out in the certificate of Final Completion, on an ongoing basis for a period of not less than six years from the date of such certificate. The City shall be added as an additional insured with respect to liability arising out of the operations of the named insured. The policy shall be endorsed to provide the City with not less than 30 Days' written notice in advance of any cancellation, change or amendment restricting coverage.

### b) Automobile Liability Insurance

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property and covering all licensed vehicles owned or leased by the Design/Builder, endorsed to provide the City with not less than 15 Days' written notice in advance of any cancellation, change or amendment restricting coverage.

### c) Property and Boiler and Machinery Insurance

- i. "All risks" property insurance shall be in the joint names of the Design/Builder, the City and the City Representative, insuring not less than the sum of the amount of the Contract Price and the full value of all labour, plant, equipment and materials that are to be provided by the City for incorporation into the Work, with a deductible not exceeding two thousand five hundred dollars. The insurance provided shall be no less broad than the insurance provided by IBC Form 4042 or its equivalent replacement. The policy will contain a waiver of rights of subrogation against all those insured by the policy. Such coverage shall be maintained continuously until the date the certificate of Final Completion is issued or an earlier date specified by the City;

- ii. the policy will allow for partial or total use or occupancy of the Work. If because of such use or occupancy the Design/Builder is unable to provide coverage, the Design/Builder shall notify the City in writing prior to such use pay for property and, if necessary, boiler insurance insuring the full value of the Work as in (i) above, including coverage for such use or occupancy and shall provide the Design/Builder with proof of such insurance. The Design/Builder shall refund to the City the unearned premium applicable to the Design/Builder's policy upon termination of coverage;
- iii. where, due to the nature of the Work, the full insurable value of the Work is substantially less than the Contract Price, the City may, at its sole discretion, reduce the amount of insurance required or waive the course of construction insurance requirement;
- iv. where such risks exist, the Design/Builder shall provide boiler and machinery insurance insuring not less than the replacement value of boilers, pressure vessels and other objects insurable under a boiler & machinery policy and forming part of the Work;
- v. the policies shall provide that, in the event of a loss or damage, payment shall be made to the City and the Design/Builder as their respective interests may appear. The Design/Builder shall act on behalf of the City for the purpose of claiming the amount of loss or damage from the Insurers. When the extent of the loss or damage is determined, the Design/Builder shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under this Contract except that the Design/Builder shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage in accordance with the terms of this Contract; and
- vi. the Design/Builder shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the Design/Builder's responsibility in accordance with the Contract documents.

**d) Aircraft and Watercraft Liability Insurance**

Where such risks exist, the Design/Builder shall obtain aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, including use of additional premises, and shall have limits of not less than two million dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, and limits of not less than two million dollars for aircraft passenger hazard. Such insurance shall be in a form acceptable to the City. The policies shall be endorsed to provide the City with not less than 15 Days' written notice in advance of any cancellation, change or amendment restricting coverage.

**e) Contractor's Equipment Insurance**

The Design/Builder shall give proof of insurance in a form acceptable to the City of "all risks" Design/Builder's equipment insurance covering construction machinery and equipment used by the Design/Builder for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels. The insurance shall be in a form acceptable to the City and shall not allow subrogation claims by the insurer against the City. The policies shall be endorsed to provide the City with not less than 15 Days' written notice in advance of cancellation, change or amendment restricting

coverage.

**f) Other Insurance**

The Design/Builder shall provide, maintain, and pay for any additional insurance required to be provided by law, or which the Design/Builder considers necessary to cover risks not otherwise covered by insurance specified in the Contract Documents.

**g) Insurance General**

- i. All required insurance policies shall be with insurers licensed to underwrite insurance in Nunavut and signed by representatives licensed to do so for insurance in Nunavut.
- ii. The Design/Builder shall require and ensure that its Subcontractors maintain liability insurance comparable to that required above.
- iii. If the Design/Builder fails to provide or maintain insurance as required by this General Condition or elsewhere in the Contract Documents, then the City shall have the right to provide and maintain such insurance and give evidence to the Design/Builder and the City Representative. The Design/Builder shall pay the cost thereof to the City on demand or the City may deduct the costs from monies which are due or may become due to the Design/Builder.
- iv. Where an insurer fails or refuses to pay any claims under an insurance policy covering the activities of the Design/Builder or a Subcontractor relating to or arising out of the Work, the Design/Builder shall not be released from any liability arising under this Contract.

**13. TRANSPORTATION OF MATERIALS**

- a) Whenever marine (water) transport is to be utilized, the Design/Builder shall use, and space should be booked directly with the following carrier:
  - i. Nunavut Sealink and Supply (NSSI),  
By ships loading at the Montreal area Port of Ste-Catherine
  - ii. Nunavut Eastern Arctic Shipping (NEAS)  
By ships loading at the Port of Valleyfield, Salaberry-de-Valleyfield
- b) In exceptional or extraordinary circumstances, where the specified marine carrier's sailing schedule is in substantial conflict with the Schedule, the City will review the circumstances, taking into account the adverse impact on the project and the specified marine carrier's interests, and the City may provide authorization to allow the relevant cargo to be shipped with a marine carrier other than the specified marine carrier, depending upon the circumstances; and such authorization must be writing.
- c) If a Design/Builder uses a marine carrier other than the City contracted marine carrier without the



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City's written authorization to do so, the Design/Builder shall be responsible for extra freight cost, administrative costs or any other costs, incurred by the City which result directly or indirectly from the Design/Builder's failure to use the City specified marine carrier as set out in this GC 13. The Design/Builder shall also be responsible to refund to the City any monies saved by the Design/Builder by using a marine carrier other than the specified marine carrier as set out in this GC 13.

## PART IV – TERMS OF REFERENCE

### **Project Overview & Performance Mandate**

- **The Mandate:** The Design/Builder shall design and construct a fully integrated, heated fleet storage building located in Iqaluit, Nunavut, engineered to deliver an industrial-grade, low-maintenance facility with a 50-year design lifecycle optimized for Arctic conditions.
- **Core Function:** The facility will support the trucked water & sewer utility fleet operations by housing heavy utility vehicles, providing dedicated staff support amenities (washrooms and laundry), and enclosing primary mechanical and electrical systems.
- All building materials, equipment and installation are to meet or exceed applicable regulations and codes including but not limited to the National Building Code of Canada, Nunavut's Building Code Act, National Fire Code of Canada, Canadian Electrical Code and National Plumbing Code.
- **Design Philosophy:** The final delivery must prioritize functional execution, long-term cost efficiency, and minimized municipal maintenance obligations.
- Design must be completed by engineer(s) licenced to practice in Nunavut and all design documents stamped and signed accordingly.
- Warranty documentation and operations and maintenance manuals to be provided for all equipment installed in the facility.

## PART V – GENERAL REQUIREMENTS, TECHNICAL SPECIFICATIONS, OTHER REFERENCE DOCUMENTS

### 1. Site & Civil Infrastructure

- **Lot Placement:** Position the permanent structure on City-owned land between Toonik Pond and Niaqunngusiaraiq (Apex) Road, maximizing clear vehicle maneuvering space while minimizing footprint interference with the pond. The preliminary results of a geotechnical investigation and survey undertaken by the City are included. The final geotechnical investigation will be provided once completed.
- **Drainage & Waterway Protection:** Establish positive gravity grading that sheds surface water entirely away from the pond toward the road allowance ditch. The Design/Builder must provide code-compliant guard rails as required along the pond edge, along with all necessary silt fencing and environmental controls to fully insulate the waterway from construction runoff in accordance with applicable regulations. The successful proponent will be required to provide a sediment and erosion control plan prior to commencing work.
- **Site Egress & Aprons:** The site entry point crossing the municipal ditch line must be engineered to sustain continuous cyclic loading from fully loaded tandem utility vehicles (32 feet long and weigh approximately 55,000 lbs) without obstructing or altering natural ditch water flows all in accordance with Iqaluit Municipal Design Guidelines.
- **Surfacing & Parking:** Parking surfaces must feature heavy-duty granular compaction (minimum 300mm Granular B and 150mm Granular A compacted to 95% Proctor) tailored for heavy wheeled equipment. No asphalt surfacing required.
- **Utility Integration:** Design and construct direct connections to municipal water mains and sanitary sewer lines via existing street-level steel access vaults in accordance with Iqaluit Municipal Design Guidelines. Coordinate directly with Northwestel to extend dedicated telecommunications and internet infrastructure into the building. Coordinate directly with Qulliq Energy Corporation to extend electrical infrastructure into the building.

### 2. Structural & Pre-Engineered Steel Building System

**Pre-Engineered Building (“PEB”) Mandate:** The primary structural system shall be a pre-engineered steel building system. The structural frame, primary and secondary members, cladding, and accessories must be designed and fabricated as an integrated package by a single CSA-A660 certified manufacturer.

**Contract deliverables:** CSA-A660 certification, sealed PEB shop drawings, connection details, anchor bolt plans, erection drawings, CSA S16/S136 compliance as applicable, welding/bolting inspection requirements, and confirmation that the PEB supplier coordinates openings, doors, supports, mechanical penetrations, and snow guards.

- **Framing Configuration:** Provide a rigid-frame clear-span layout to guarantee a completely unobstructed floor plate within the vehicle storage bays, sized to seamlessly satisfy all internal clearance profiles.
- **Arctic Structural Design Criteria:** The entire structural steel assembly must be engineered for Arctic environmental loads in accordance with the National Building Code (NBC), explicitly accounting for severe wind pressures, high snow accumulation, drift loading, and seismic parameters.
- **Permafrost Foundation Integration:** Structural steel columns and base plates must interface cleanly with an engineered slab-on-grade or specialized Arctic foundation solution designed to protect the underlying permafrost regime from structural thermal radiation. The heavy-duty concrete slab must independently sustain fully loaded tandem utility fleet vehicles.
- **Clearance Profiles:** Ensure a continuous minimum interior clear height of 5 metres measured from the finished concrete floor slab to the lowest underside of structural steel or overhead mechanical obstructions.
- **Corrosion & Moisture Protection:** Because the facility encloses high-humidity operations, all structural steel elements must feature enhanced corrosion protection. Primary frames must receive a high-durability factory-applied, rust-inhibitive primer, and secondary framing (purlins/girts) must feature hot-dipped galvanized steel construction or matching industrial protective coatings. The successful proponent to include a touch up repair procedures and a coating warranty.
- **Thermal Performance & Cold Bridging:** The building envelope must deliver high-performance thermal

- values to control lifecycle energy costs:
  - Roof Assembly: Minimum R-32.6
    - Exterior Walls: Minimum R-25.2
    - Main Overhead Doors: Minimum R-25
    - Thermal Insulation: The PEB system must utilize specialized thermal spacers and non-conductive thermal breaks at all primary cladding-to-framing connections to completely eliminate cold bridging, structural sweating, and internal frost formation. The building envelope to include continuous vapour retarders in addition to the cladding and insulation required to ensure long term performance of the envelope.
  - Arctic Roof Management: All sloped roof planes and structural soffits must be fitted with heavy-duty ice and snow guards to prevent hazardous shedding. Soffits overlooking main bay doors and pedestrian exits must project a minimum of 600mm from the building face, extending 300mm horizontally beyond each side of the opening frame, and incorporating flush-mounted, automated photovoltaic-controlled LED path lighting. Provide permanent concrete pads at the exterior landing of all personnel exits.

### 3. Architectural & Spatial Criteria

- Industrial Bay Layout: Provide five (5) parallel, drive-through/pull-through storage bays scaled to accommodate a minimum capacity of ten (10) heavy utility trucks parked two-deep (estimated operational length per truck is 12m). Maintain an absolute minimum unobstructed clearance of 1.5 metres around all vehicles, doors, and interior projections. 30% design and preliminary design package to confirm building size, location on lot and turning/sweep requirements are sufficient for intended use.
- Spatial and Environmental Separation: Provide insulated full-height separation walls dividing the interior into three distinct atmospheric and security zones: Water Truck Bays, Sewer Truck Bays, and Staff Facilities. Inter-zone pedestrian traffic must pass through secure, self-closing hollow metal double door assemblies fitted with industrial keyed deadbolts and impact-resistant vision panels.
- Interior Finish Armouring: Protect interior envelope walls within the vehicle storage bays using impact-resistant, low-maintenance interior white metal cladding extending to a minimum height of 5 metres. Minimum cladding thickness 0.6mm (24MSG). Contractor to provide recommendations for durable floor finishes and rubber bases across the bays and staff zones and wall covering in staff zones including mechanical and electrical room(s).
- Staff Support Facilities:
  - Accessible Washrooms: Provide code-compliant, unisex barrier-free washrooms scaled to support an operational staff of 12 to 16 personnel, complete with institutional fixtures, vanity sinks, and integrated exhaust systems.
  - Industrial Laundry Room: Provide a dedicated laundry zone engineered for two (2) heavy washer/dryer sets, a primary laundry tub, and accessible wall-mounted secondary lint mitigation traps.
  - Acoustic Isolation: Enclosing partitions, ceilings, and door assemblies for both the washroom and laundry zones must achieve a minimum field acoustic performance rating of STC 53 to isolate mechanical and operational noise from staff areas.
  - Mechanical/Electrical Spaces: Co-locate system rooms where code-permissible, layout components to prioritize ease of maintenance, and size structural doors to permit the direct extraction/replacement of internal equipment components without structural demolition.
- Signage & Wayfinding:
  - Interior: Restricted to programmed room numbering and code-required fire egress plans utilizing high-visibility material.
  - Exterior: Mount high-visibility, exterior-grade illuminated street address signage translated into three languages: Inuktitut, English, and French, including the text "COI FLEET STORAGE BLDG".
  - Operational: Apply high-visibility vinyl identifiers (Numbers 1 through 5) to both the entry (front) and exit (rear) overhead bay doors to streamline fleet routing.

#### 4. Openings & Hardware Security

- Industrial Overhead Doors: Provide ten (10) heavy duty electrically operated overhead doors (minimum 14 ft height x 12 ft wide). Assemblies must be engineered for extreme temperature cycle operations, utilizing industrial-grade jackshaft operators (minimum 3/4 HP). Systems must feature localized "Open/Close/Stop" stations, safety photo-eyes, fail-safe electronic sensing bottom edges, pusher springs, and integrated manual chain-hoist overrides for power loss scenarios. Design door assembly and hardware rated for minimum 50,000 life cycles.
- Personnel Openings: All exterior pedestrian doors must be industrial -grade insulated metal assemblies mounted in thermally broken pressed-steel frames, with all exterior framing junctions sealed with low-expanding polyurethane spray foam insulation.
- Hardware & Keying Infrastructure: Implement a secure, hierarchical Grand Master Key System integrating construction and control cylinder overrides. Exterior doors are to be keyed alike; inter-bay double doors are to be keyed alike; staff support spaces must be keyed independently. Provide a complete wall-mounted indexed key management cabinet.

#### 5. Mechanical, Plumbing & Process Fluids

- Thermal Generation: Install a fuel-fired heating network coupled with multi-zone thermostat controllers to maintain a constant baseline operational temperature of 15°C across the entire vehicle garage and staff facility zones under peak winter design conditions.
- Overhead Micro-Climate Control: Mount ten (10) industrial overhead unit heaters adjacent to each overhead door, electronically interlocked with the door switches to trigger instantaneous thermal recovery cycles when doors are opened. Proponent to size unit heaters for intended location. Install ten (10) industrial de-stratification ceiling fans (one per bay door) to manage interior air gradients.
- Fuel Storage Systems:
  - Primary Bulk Storage: Provide an exterior double-walled bulk fuel storage tank featuring robust spill containment, overflow protection, and an exterior lockable fill cap, sized to support 14 days of continuous, peak winter heating operation.
  - Process Supply: Install an interior double-walled day tank system to feed the primary boilers/furnaces, complete with localized visual leak sensors and automated low-level notifications. All tanks must be delivered filled to maximum capacity at client handover following commissioning.
- Industrial Drainage & Effluent Management: Provide continuous, sloped, heavy-duty grated floor trenches spanning the operational length of each vehicle bay, draining via gravity into dedicated concrete sump pits (minimum structural envelope dimensions of long). Sumps must be organized into two independent systems—one serving the Sewer Truck bays and one serving the Water Truck bays—equipped with simple pump-out access ports designed for direct extraction by City vacuum vehicles. Provide independent code-compliant floor drains in each washroom and the central laundry room.
- Water & Wastewater Management: Construct a hot and cold domestic water distribution system serving washrooms, janitorial links, and laundry infrastructure.
- The interior water distribution network shall be extended to deliver one (1) dedicated, high-capacity industrial utility hot and cold water line within each segmented vehicle storage bay. Each bay's water line assembly must feature an industrial-grade, freeze-protected hose bibb or washdown connection, independent isolation valves, and code-compliant backflow prevention assemblies.
- Ventilation Systems: Provide mechanical overhead exhaust fans calibrated for structural air turnover within the primary bays (direct vehicle exhaust hose extraction lines are not required). Washrooms and clothes dryers must utilize dedicated, insulated exhaust ducts vented directly to the building exterior, with dryers incorporating an accessible, wall-mounted secondary lint trap assembly.

#### 6. Electrical, Communication & Lifecycle Security

- Primary Power Supply: Design and commission a minimum 600-Amp, 3-Phase electrical service, including comprehensive transient surge protection, structural grounding, and lightning protection systems.
- Power Distribution Infrastructure: Deliver automated electrical distribution feeds supplying all HVAC assets, industrial door operators, lighting layouts, fire safety systems, and life-safety systems. Install an independent fleet block-heater receptacle circuit network. Provide a minimum of four (4) duplex power receptacles per bay wall within the utility garage, and dedicated, localized GFI-protected duplex outlets in all washrooms.

- Lighting Systems: High-efficiency industrial interior and exterior LED luminaires throughout, managed by integrated occupancy sensors paired with manual override switches.
- Fleet Inspection Station: Fabricate and mount a lockable, vented millwork cabinet incorporating an integrated multi-port charging station engineered to simultaneously secure and charge 15 fleet inspection tablets. Minimum of eight duplex electrical outlets required in cabinet.
- Provide complete commercial telecom data cabling and structural pathways throughout the facility. Provide and install intrusion alarm monitoring for manually operated overhead doors only, including door position monitoring, sliding lock monitoring where required, wiring, control equipment, and connection to an off-site monitored alarm panel. The facility must be equipped with a high-performance, contract-grade CCTV surveillance network engineered to deliver optimal visibility and structural durability under all Arctic lighting, atmospheric, and seasonal weather conditions. The camera configuration must guarantee continuous, unobstructed visual coverage of the following zones:
  - All Four (4) Exterior Sides: Full exterior perimeter surveillance covering all four structural facades of the building to eliminate blind spots.
  - Pedestrian Access Points: Dedicated, high-resolution coverage at all exterior pedestrian entryways, designated emergency exits.
  - Interior Storage Bays: Complete internal monitoring spanning the entire length and operational volume of all segmented vehicle storage bays. All security and life-safety systems must be fully integrated and routed through an automated network auto-dialer to facilitate continuous remote off-site monitoring.

#### **7. Life Safety, Risk Mitigation & Allowances**

- Fire Suppression & Diagnostics: Design, permit, and commission a complete, building-wide fire suppression system and fire alarm network conforming strictly to NBC and NFPA standards, monitored remotely via an auto-dialer. Prior to commencing hydraulic layout calculations for the sprinkler grid, the Design/Builder must independently perform a verifying flow rate test to validate municipal pressure baselines. Deliver emergency lighting systems and illuminated exit signage throughout all egress paths.
- Industrial Safety Fixtures: AAA.
- Asset Damage Protection: Install structural steel protection bollards flanking both sides of all overhead doors on both the interior and exterior faces. Bollards must be anchored into the slab foundation, filled with concrete, and finished in high-visibility safety yellow.
- Environmental Allowance Contingency: The City of Iqaluit will provide the baseline Environmental Site Assessment Phase I (ESA I) report upon completion. To manage underground risk, the Design/Builder must carry a fixed Cash Allowance of \$25,000.00 within their absolute cost submission, dedicated exclusively to executing a Phase II Environmental Site Assessment (ESA II) and associated reporting should site conditions or territorial regulators dictate.



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**PART VI - SURVEY PLAN**





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**PART VII - GEOTECHNICAL INFORMATION**

A full geotechnical investigation report is anticipated to be provided by the City during the first week of July 2026. Final foundation design shall be confirmed by the successful proponent's design team based on the complete geotechnical information, applicable codes, and the City's review.

**END OF RFP**