



**REQUEST FOR STANDING OFFERS FOR
ROAD MAINTENANCE**

PROPOSAL CALL: October 9, 2026

PROPOSALS DUE: October 28, 2026 @ 3:00 PM EST

2026-RFSO-005

TABLE OF CONTENTS

1.	PROJECT OVERVIEW.....	4
1.1	Background.....	4
1.2	Definitions	5
2.	INSTRUCTIONS TO PROPONENTS	6
2.1	Submission.....	6
2.2	Inquiries.....	6
2.3	Addenda	7
2.4	Proponent Requirements	7
2.5	Opening of the Proposals.....	7
2.6	Validity of Offer	7
2.7	Intended RFSO Process Schedule.....	7
3.	PROPOSAL REQUIREMENTS	8
3.1	Mandatory Qualification Requirements – Pass/Fail	8
3.2	Financial Submission Requirements.....	9
4.	EVALUATION.....	9
4.1	Evaluation Committee	9
4.1.1	Evaluation Stages.....	9
4.2	Past Performance	10
4.3	Standing Offer Agreement	10
4.4	Rejection of Unacceptable Proposals	11
5.	TERMS AND GENERAL CONDITIONS.....	11
5.1	Terms and General Conditions	11
5.2	No Collusion	12
5.3	Conflict of Interest	12
5.4	Accuracy of Information.....	12
5.5	Confidentiality	12
5.6	Working Language.....	13
5.7	Terms of Payment	13
5.8	Health and Safety.....	13

6.	SCOPE OF SERVICES	14
6.1	Road Grading and Surface Maintenance	14
6.2	Material Hauling and Placement	14
6.3	Roadside Drainage Maintenance	14
6.4	Snow Clearing and Winter Road Maintenance	14
6.5	Emergency Road Maintenance	15
6.6	Work Order Requirements	15
6.7	Traffic and Public Safety	15
6.8	Reporting and Work Records	15
6.9	Health, Safety, and Environmental Requirements.....	15
6.10	Performance Requirements	15
6.10.1	Non-Exclusivity.....	16
APPENDIX “A” – COST SUBMISSION FORM		17
APPENDIX “B” – SIGNING SHEET		19

1. PROJECT OVERVIEW

The City of Iqaluit, Department of Public Works and Engineering (the “City”), is inviting proposals from qualified and experienced contractors to provide road maintenance services on an as-and-when-required basis in support of the City’s municipal road network.

The purpose of this Request for Standing Offers (“RFSO”) is to establish one or more Standing Offer Agreements with qualified Proponents capable of providing reliable, responsive, and high-quality road maintenance and related support services for a period of three (3) years, subject to the terms, conditions, and requirements set out in this RFSO.

The City intends to retain contractors with the experience, equipment, personnel, and resources necessary to respond to service requests in a safe, timely, and professional manner. Work may be assigned on an as-needed basis depending on operational requirements and weather conditions. The City makes no representation or guarantee with respect to the quantity, frequency, or value of work that may be assigned under any resulting Standing Offer Agreement.

1.1 Background

1.1.1 Location

Iqaluit is the capital of the Nunavut Territory and is located at the south end of Baffin Island near the end of Frobisher Bay (63°45’N latitude and 68°31’W longitude). Access to Iqaluit is provided by regular scheduled commercial aircraft year-round, snowmobile trails from other Baffin Island communities in the winter, and sealift from the port of Montreal and Valleyfield in the summer.

1.1.2 Geology and Terrain

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

1.1.3 Climate

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

1.1.4 City Growth and Population

The City is the newest Capital City in Canada and as a result has experienced a period of rapid development and growth. Iqaluit is the seat of government for the Territory of Nunavut and is the home base of many federal and territorial government departments. The City is rapidly developing into a regional center for the territory with many northern businesses in Inuit organizations making it their base of operations. The current population of Iqaluit is estimated at about 8,300 people with an average annual growth rate between three and four percent.

1.1.5 Land Ownership System

Iqaluit has a unique land ownership system. The major landowners in Iqaluit are the Commissioner of Nunavut, the City and the regional Inuit associations. These entities in turn lease land to individuals, corporations and other government departments. The City land is administered by a land acquisition by-

law and by a Territorial Statute. Generally speaking, there is no private ownership of land.

1.2 Definitions

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

Term	Means	Definition
Assignment	means	an assignment or scope of work issued by the City under this RFSO or a resulting Standing Offer Agreement for specific Professional Services to be provided by a Contractor.
City	means	the Municipal Corporation of the City of Iqaluit.
City Representative	means	the individual designated as such in section 2.1 who is representing the City with respect to this RFSO.
City Superintendent	means	the City's designated representative responsible for operational oversight of the Professional Services, including matters related to Utilidor Services, Waste Management, Trucked Services, and General Operations, as applicable.
City Website	means	www.iqaluit.ca.
Closing Time	means	the deadline for submission of Proposals as set out in paragraph 2.7
Contract	means	the contract for which this RFSO is issued.
Contractor	means	any successful Proponent retained by the City to provide Professional Services described in this RFSO
Evaluation Committee	means	a committee appointed by the City to evaluate all submitted proposals and determine the successful Proponent(s).
Professional Services	means	the technical, trade, and related services to be provided by the Contractor under a Standing Offer Agreement.
Project Manager	means	the person designated by the Contractor, as applicable, to serve as the primary contact for the administration, coordination, and oversight of the Professional Services.
Proponent	means	a person from whom a Proposal was received.
Proposal	means	the proposal submitted in response to this RFSO.
Standing Offer Agreement	means	the executed agreement between the City and the Contractor resulting from this RFSO representing a binding offer from the Contractor to provide well-defined, readily available Professional Services, as and when requested by the City, on a prearranged pricing basis.

2. INSTRUCTIONS TO PROPONENTS

2.1 Submission

Proponents must submit their proposals by electronic submission (PDF format), through MERX or EMAIL before the Closing Time. MERX can be accessed via the following website link – <https://www.merx.com/>.

Email submission to:

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

Proponents must address proposals to the City Representative, being:

City of Iqaluit
Adrian Blanchard
Director of Public Works
1549 Sivumugiaq Street
X0A 3H0, Iqaluit, Nunavut

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

Submission: “**2026-RFSO-005 - ROAD MAINTENANCE** – *Proponent Name*”

It is the Proponent’s responsibility to confirm successful submission of the proposal to MERX or EMAIL prior to the deadline. Notwithstanding the foregoing, the City may elect to accept a late Proposal, in the City’s sole discretion.

2.2 Inquiries

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

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

To ensure consistency and fairness to all Proponents, all persons who have received the RFSO will receive information with respect to significant inquiries in the form of written addenda or clarifications. Verbal explanations or instructions will not be binding. The deadline for Proponent’s to submit questions will be as per Table 1 below.

2.3 Addenda

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

The City may amend, supplement or otherwise modify this RFSO by written addendum at any time and from time to time prior to the Closing Time.

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

2.4 Proponent Requirements

The successful Proponent must have a valid City of Iqaluit Business License prior to commencement of any Assignment. The successful Proponent shall apply for a license immediately upon notification of acceptance of its Proposal, should they not already hold a valid license. Proponents should also confirm for any Assignment whether they are required to register their legal entity in Nunavut Territory.

2.5 Opening of the Proposals

There will be no public opening of the Proposals.

2.6 Validity of Offer

The Proposals shall remain open for acceptance for a period of not less than sixty (60) calendar days from the Closing Time.

2.7 Intended RFSO Process Schedule

The City estimates the schedule for the RFSO process milestones will be as follows. The schedule in Table 1 is tentative and may be subject to change:

Table 1 – RFSO Process Schedule

Milestone	Date
Issue RFSO	October 9, 2026
Last Day for Proponent Questions	October 20, 2026 at 5:00PM EST
RFSO Closing Time – Submission Deadline	October 28, 2026 at 3:00 PM EST

3. PROPOSAL REQUIREMENTS

Proponents shall submit sufficient information to demonstrate their qualifications, experience, resources, equipment, and ability to provide the road maintenance services described in this RFSO on an as-and-when-required basis. Submissions should be concise and provide the information necessary for the City to confirm that the Proponent is qualified and has sufficient capacity to perform the required services throughout the term of the Standing Offer Agreement.

3.1 Mandatory Qualification Requirements – Pass/Fail

To be considered for a Standing Offer Agreement, Proponents shall provide the following:

3.1.1 Corporate Qualifications and Experience

The Proponent shall provide a brief description of its experience providing road maintenance services such as gravel road grading, surface maintenance, hauling and placement of road materials, snow clearing, sanding, and routine roadside drainage maintenance. Experience in northern, Arctic, remote, or similarly challenging operating environments will be considered an asset. The Proponent shall provide up to three (3) examples of similar contracts or projects completed within the past five (5) years, identifying the client, location, general scope of services, contract duration, and a client contact for reference purposes.

3.1.2 Equipment and Resources

The Proponent shall describe the qualifications and relevant experience of the personnel proposed to perform the Professional Services. Proponents shall identify the equipment available to perform the services for which they have submitted pricing in Appendix “A”.

Equipment may include, but is not limited to:

- dump trucks;
- sand trucks;
- loaders equipped with snow plows;
- loaders equipped with buckets;
- graders; and
- other equipment requested by the City under this RFSO.

For each item bid, the Proponent shall confirm that the equipment is available and suitable for the intended Work. The City may request additional information concerning equipment specifications, condition, ownership, availability, or capacity where required to confirm suitability. All equipment supplied under the Standing Offer shall be properly maintained, safe for operation, and operated by appropriately qualified personnel.

3.1.3 Personnel and Operators

The Proponents shall confirm that qualified operators are available for all equipment rates submitted in Appendix “A”. Operators shall possess the appropriate experience, licenses, certifications, and training

required to safely operate the applicable equipment and perform the Work.

3.1.4 Mandatory Submission Requirements

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

Proponents must:

- Provide evidence satisfactory to the City from the Proponent's insurer that the Proponent is able to obtain the insurance coverage as specified the City's Standard Standing Offer Agreement attached as Appendix "C".
- Include the submission of the Proponent's latest valid WSCC/ WSIB Certificate of Clearance or equivalent for the jurisdiction it is submitting from, or letter of exemption.
- Include a completed sign-off of Proposal submission, as per the requirements in Appendix "B".

3.2 Financial Submission Requirements

Pricing shall Proponents shall complete the Fee Tables provided in Appendix "A". Proponents shall provide an hourly rate for each item they are offering, hourly rates shall include all costs associated with providing the equipment and service.

Proponents are not required to provide pricing for all items listed in Appendix "A". Where a Proponent is unable or does not wish to provide a particular service or equipment item, the corresponding rate shall be left blank. A blank line item will be interpreted as the Proponent not offering that particular service and will not make the remainder of the Proposal non-compliant. Each equipment or service item may be evaluated and awarded independently. The City may establish Standing Offer Agreements with different Proponents for different equipment or service categories.

The City will not pay additional charges, surcharges, administrative fees, or mark-ups unless specifically permitted under the RFSO or authorized by the City prior to the Work. Proponents are responsible for ensuring that all pricing is complete, accurate, and sufficient for the delivery of the required Professional Services. Any financial qualifications, exclusions, or conditions not expressly requested in the RFSO may result in the submission being deemed non-compliant.

4. EVALUATION

4.1 Evaluation Committee

The evaluation of Proposals will be undertaken by an Evaluation Committee appointed by the City. The Evaluation Committee may consult technical, financial and other advisors, as the Evaluation Committee, in its sole discretion, may decide. The Evaluation Committee will reach a consensus through internal discussions.

4.1.1 Evaluation Stages

4.1.2 Stage 1 – Mandatory Compliance Review

The City will review each Proposal to determine whether the Proponent satisfies the mandatory requirements applicable to the services and equipment for which it has submitted pricing. Mandatory requirements will be evaluated on a Pass/Fail basis.

The City may request clarification, verify references, or request information regarding equipment

availability, operator qualifications, insurance, WSCC compliance, or other submitted information. A Proponent is not required to bid every item in Appendix “A” in order to be considered compliant.

4.1.3 Stage 2 – Financial Evaluation

Only compliant line items will proceed to financial evaluation. Each item listed in Appendix “A” may be evaluated independently. For each line item, the City may compare the hourly rates submitted by all qualified Proponents offering that particular equipment or service.

Where a financial score is required, it may be calculated as follows:

$$\text{Financial Score} = \text{Lowest Compliant Hourly Rate} \div \text{Proponent's Hourly Rate} \times 100$$

Alternatively, where the City does not require a numerical scoring system, compliant rates may simply be ranked from lowest to highest for each line item.

The lowest rate will not automatically guarantee selection or assignment of Work.

4.2 Past Performance

The City may consider the previous performance of a Proponent when establishing or administering a Standing Offer Agreement.

Relevant considerations may include:

- quality of work;
- reliability of equipment;
- availability and response time;
- operator performance;
- adherence to schedules;
- communication and coordination with City staff;
- compliance with health and safety requirements; and
- satisfactory completion of previous assignments.

Proponents with no previous experience working for the City will not be disadvantaged solely on that basis, provided satisfactory external references can be provided.

4.3 Standing Offer Agreement

The City may establish Standing Offer Agreements with one or more qualified Proponents for one or more equipment or service categories. A Proponent may therefore be awarded:

- all items for which it submitted pricing;
- only selected items; or
- no items.

The City may establish a primary and secondary contractor for individual equipment or service categories where considered beneficial to maintain operational coverage and availability. The establishment of a Standing Offer Agreement does not guarantee any minimum quantity, frequency, hours, or value of Work.

4.4 Rejection of Unacceptable Proposals

The Evaluation Committee may at any time reject a Proposal without completing a full evaluation (including a Proposal from a Proponent that complies with the mandatory requirements), if in the judgment of the Evaluation Committee the Proposal would not be acceptable as the basis for a Standing Offer Agreement or the Proposal includes any contradiction, restriction or modification to the terms and conditions of this RFSO or the Standing Offer Agreement.

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

5. TERMS AND GENERAL CONDITIONS

5.1 Terms and General Conditions

- 5.1.1** The City does not, by virtue of this RFSO, commit to an award of any Assignment or to entering into a Standing Offer Agreement, nor does it limit itself to accepting the lowest price or any Proposal submitted, but reserves the right to enter into one or more Standing Offer Agreements in the manner deemed to be in the City's best interest. All awards shall be made in accordance with the City's Procurement Bylaw.
- 5.1.2** The City will not make any payments for the preparation of a response to this RFSO. All costs incurred by a Proponent will be borne exclusively by the Proponent.
- 5.1.3** Proponents may not amend their Proposal after the Closing Time but may withdraw their Proposal at any time prior to acceptance by the City.
- 5.1.4** The City has the right to cancel this RFSO at any time and to reissue it for any reason whatsoever, without incurring any liability and no Proponent will have no claim against the City as a result of the cancellation or reissuing of the RFSO.
- 5.1.5** If the City decides to enter into a Standing Offer Agreement as a result of this RFSO, the successful Proponent(s) will be notified in writing, and the subsequent execution of a written agreement shall constitute the making of a Standing Offer Agreement. Proponents will not acquire any legal or equitable rights or privileges whatsoever until a Standing Offer Agreement is signed by both parties. In the event of any conflict or inconsistency between this RFSO and any ensuing Standing Offer Agreement, the Standing Offer Agreement shall govern to the extent of the conflict or inconsistency.
- 5.1.6** If a Standard Offer Agreement is to be entered into as a result of this RFSO, it will be with the Proponent or Proponents whose Proposal(s), in the City's opinion, provide the best potential value to the City, are capable in all respects of fully performing the contract requirements, and have the integrity and reliability

to assure performance of the contract obligations.

- 5.1.7 The Standing Offer Agreement will be in the form of the City's standard "City of Iqaluit Standing Offer Agreement", attached to this RFSO as Appendix "C". Submitting a Proposal indicates acceptance of all the terms and conditions set out in this RFSO and the Standing Offer Agreement, including those that are included in all attachments and any Addenda.
- 5.1.8 By submitting a Proposal, the Proponent confirms that it has carefully read and examined the RFSO and its attachments and conducted such other investigations as were prudent and reasonable in preparing a response.
- 5.1.9 The terms and conditions of this RFSO and the Standing Offer Agreement shall take precedence over the provisions of a Proposal to the extent of any inconsistencies.
- 5.1.10 Proposals will be evaluated as soon as practicable after the Closing Time. No details of any Proposal will be made public except the names of all parties submitting Proposals.
- 5.1.11 The Proposal and accompanying documentation submitted by the Proponents are the property of the City and will not be returned.
- 5.1.12 Proponents and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFSO, other than the City Representative, at any time prior to the execution of a Standing Offer Agreement or the cancellation of this RFSO.

5.2 No Collusion

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

5.3 Conflict of Interest

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with, the City, its elected officials or employees, or any known participants in the RFSO. The City may rely on such disclosure. By submitting a Proposal, the Proponent agrees to conform to the conflict-of-interest requirements and disclosures as indicated in the Standing Offer Agreement.

5.4 Accuracy of Information

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

5.5 Confidentiality

Proponents shall treat all information received through this RFSO process, subsequent execution of Standing Offer Agreements and award of Assignments, as confidential and will not disclose such

information to any person except with the prior written consent of the City. By submitting a Proposal, the Proponent agrees to conform to the confidentiality requirements as indicated in the Standing Offer Agreement.

5.6 Working Language

All Proposals must be written in English.

5.7 Terms of Payment

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

5.7.1 Proponent will be engaged to provide Professional Services only at the request of the City, on the basis of completing activities on an “as engaged” basis. The Proponent will be paid monthly, for completed Professional Services. All of the fully completed activities shall be itemized on the Proponent’s invoice, including number of hours required to complete each activity at the end of each month. Professional Services will be deemed to be complete only after all the documentation has been received and approved by the City Superintendent.

5.7.2 Invoices are to clearly denote the following:

- Assignment Number;
- City Standing Offer Agreement Number;
- City Allocation Code;
- the facility for which the Professional Services have been provided;
- the date(s) the service(s) were provided, as per the Assignment form;
- the nature of the Professional Services completed;
- the name of City employee who requested the Professional Services;
- the hours of individual tradespersons and equipment directly involved in providing Professional Services multiplied by their hourly rate as shown on the Cost Submission Form;
- any parts/materials required must be shown on the invoice with the supplier/manufacturer quotation and the contractors mark-up. The mark-up must be as per the rate established in the Cost Submission Form;
- The Assignment(s) must be included with the invoice for reference purposes.

5.7.3 All invoices are to be submitted to the City Superintendent for review, approval, and processing and must be copy Accountspayable@iqaluit.ca.

5.7.4 Compensation for any additional Professional Services not described in the Assignment, must be approved in writing by the City Superintendent, prior to the Professional Services taking place. Additional Professional Services not approved by the City Superintendent will not be paid. Pre-approved additional Professional Services will be completed per the unit rates established within the Standing Offer Agreement.

5.7.5 No payment will be made for costs incurred to remedy errors or omissions for which the Contractor is responsible.

5.7.6 Invoices shall include backup for all disbursements (time sheets may be requested). This includes parts and materials required to perform the Professional Services.

5.8 Health and Safety

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

6. SCOPE OF SERVICES

The Contractor shall provide road maintenance services on an as-and-when-required basis in support of the City of Iqaluit's municipal road network. The Work is intended to support the ongoing maintenance, repair, and safe operation of City roadways throughout the year and may include routine, seasonal, corrective, and emergency road maintenance activities.

All Work shall be initiated through a Work Order or other written authorization issued by the Director of Public Works, or their designate. The Contractor shall provide the equipment, qualified operators, supervision, and other resources necessary to complete the Work in a safe, timely, and professional manner

6.1 Road Grading and Surface Maintenance

Road grading and surface maintenance may include grading and reshaping gravel road surfaces, correcting potholes, rutting, washboarding, and other surface irregularities, spreading and shaping granular road materials, maintaining road shoulders, carrying out localized surface repairs, compacting road materials, and removing loose or unsuitable material from roadway surfaces.

The Contractor shall carry out the Work in a manner that restores or maintains a safe and serviceable roadway surface and provides suitable drainage from the travelled portion of the road.

6.2 Material Hauling and Placement

The Contractor may be required to haul, place, spread, and remove materials directly associated with road maintenance activities. This may include gravel, granular materials, excess roadway material, and snow removed from municipal roads.

Materials shall be transported and placed only at locations approved by the City. The City supplies road maintenance material, the Contractor shall be responsible for loading, hauling, placement, and spreading where identified in the applicable Work Order.

6.3 Roadside Drainage Maintenance

Routine drainage maintenance associated directly with the road network may include cleaning roadside ditches, removing accumulated sediment and debris, minor reshaping of roadside drainage channels, clearing culvert inlets and outlets, and removing snow, ice, or debris that is restricting drainage and affecting roadway conditions.

6.4 Snow Clearing and Winter Road Maintenance

Work may include snow clearing and plowing, snow removal and hauling, removal or reduction of snowbanks affecting roadway safety or visibility, sanding of roadways and intersections, and removal of localized snow or ice buildup.

Sand and other roadway treatment materials will be supplied by the City unless otherwise identified in the

applicable Work Order. The Contractor shall operate equipment in a manner that minimizes damage to roadway surfaces, signs, drainage features, and other municipal infrastructure.

6.5 Emergency Road Maintenance

The Contractor may be required to respond to urgent or emergency roadway conditions where immediate maintenance is necessary to protect public safety or maintain access. This may include severe potholing or rutting, loss of roadway access, hazardous surface conditions, snow accumulation or drifting, or localized drainage issues affecting the road.

6.6 Work Order Requirements

Each assignment issued under the Standing Offer will be authorized by the City through a Work Order or other approved written direction. The Work Order may identify the location and description of the required maintenance, equipment required, applicable hourly or unit rates, required start time, anticipated duration, materials to be supplied by the City, and any applicable traffic or public safety requirements.

No Work shall proceed without City authorization unless otherwise expressly permitted under the Standing Offer Agreement.

6.7 Traffic and Public Safety

The Contractor shall carry out all Work in a manner that protects workers, motorists, pedestrians, City staff, and the public. The Contractor shall maintain safe access through or around the Work area wherever reasonably practicable and shall minimize unnecessary disruption to traffic. Where required by the nature of the Work, appropriate traffic control measures shall be provided, including signage, cones, barricades, or other suitable controls.

6.8 Reporting and Work Records

The Contractor shall maintain sufficient records to verify the Work completed and support invoicing under each Work Order. Records shall identify, as applicable, the date, location, nature of the Work, equipment used, operator hours, materials used, start and completion times, and any significant issues encountered during the Work.

6.9 Health, Safety, and Environmental Requirements

The Contractor shall comply with all applicable occupational health and safety requirements and environmental obligations. Equipment shall be operated safely, personnel shall be appropriately trained, and materials shall be handled and disposed of in accordance with applicable requirements and City direction. Any spill, release, unsafe condition, or incident occurring during the Work shall be immediately controlled and reported to the City in accordance with applicable requirements.

6.10 Performance Requirements

The Contractor shall respond to authorized Work within the required timeframe and shall provide suitable equipment and qualified operators for each assignment. Work shall be completed in a professional manner and in accordance with the applicable Work Order. The Contractor shall maintain effective communication with the City throughout each assignment and shall promptly advise the City of any condition that may affect the schedule, cost, safety, or satisfactory completion of the Work.

6.10.1 Non-Exclusivity

This Standing Offer is non-exclusive. The City may establish Standing Offer Agreements with multiple contractors and may obtain road maintenance services from other sources where required to meet operational needs. The establishment of a Standing Offer Agreement does not guarantee any minimum quantity, frequency, duration, hours, or value of Work.

APPENDIX “A” – COST SUBMISSION FORM

Proponent’s Name: _____

Proponent’s Address: _____

Proponent Email/Telephone: _____

Proponents shall complete the Cost Submission Form for the service described in Section 6 under this RFSO.

The City reserves the right to enter into one ore more Standing Offer Agreements under this RFSO. All rates submitted shall be fully inclusive and shall include all labour, supervision, mobilization, demobilization, transportation, travel time, tools, equipment, cleaning, administration, reporting, overhead, profit, and all other incidental costs required to perform the Professional Services, unless otherwise expressly stated in this RFSO.

Proponents shall clearly identify any minimum call-out charges, minimum billing increments, after-hours rates, weekend rates, statutory holiday rates, standby rates, and any material mark-ups proposed.

Only those costs included in the submitted Cost Submission Form and approved by the City shall be eligible for payment. Any mark-up on parts or materials shall be deemed to include all related administrative, handling, transportation, and storage costs. The City shall retain ownership of any parts or materials purchased and charged under the Standing Offer Agreement.

If a Proponent is unable to provide all services specified above, partial bids will be accepted. In such cases, Proponents shall submit pricing only for the specific line items they are able to supply and leave all unbids items blank.

Item	Description	Hourly Rate
1.	Dump Truck with Operator	\$
2.	Sand Truck with Operator	\$
3.	Loader snow plough with Operator	\$
4.	Loader with bucket with Operator	\$
5.	Grader with Operator	\$

EQUIPMENT RATES

Equipment	Size	Make	Model	Hourly Rate

END OF APPENDIX “A”

APPENDIX “B” – SIGNING SHEET

Date: _____

Submitted By: Name: _____

 Address: _____

Telephone: _____

RFSO: **ROAD MAINTENANCE**
 2026-RFSO-005

The undersigned agrees:

1. That the terms and conditions contained in the RFSO 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 Submission 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 Standing Offer Agreement.
5. The following Addenda have been received. The modifications to the RFSO noted therein have been considered and the effects are included in the Proposal pricing.

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

6. The undersigned has the authority to bind the Proponent.

Signed, and delivered on this _____ day of _____ 2026.

Signature (Authorized official or principal who has authority to bind the Proponent)

Proponent Legal Name

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

Signatory Name

Title

Email

Telephone #

END OF APPENDIX “B”

APPENDIX “C” – CITY OF IQALUIT STANDING OFFER AGREEMENT

BETWEEN: THE MUNICIPAL CORPORATION OF THE CITY OF IQALUIT

(hereinafter referred to as the "City")

AND: CONTRACTOR NAME.

(hereinafter referred to as the "Contractor")

WHEREAS the City accepted a proposal submitted by the Contractor dated <Proposal date>, attached hereto as Appendix “A” (the “Proposal”) under Request for Standing Offers 2026-RFSO-005 (the “RFSO”) to provide professional services on an “as and when” basis;

AND WHEREAS the City has requested the Contractor to provide professional services with respect to Road Maintenance as further described in the RFSO (the “Professional Services”);

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

AND WHEREAS the terms and conditions set out in this Standing Offer Agreement (this “Agreement”) form a binding and integral part of any issued Assignment (as defined herein).

THEREFORE, the City and the Contractor agree as follows:

1) GENERAL INTERPRETATION

1.1. In this Agreement, the following terms have their corresponding meanings and, if used in an Assignment, they shall have the same meaning unless the context dictates otherwise:

- (i) City’s Representative” means the individual designated from time to time by the City to administer this Agreement on behalf of the City and who shall have authority to act on behalf of the City regarding matters under an Assignment.
- (ii) “Confidential Information” means any information or materials of the City which is confidential in nature or that is treated as being confidential by the City, whether such information is or has been conveyed to Contractor orally or in written or other tangible form, and whether such information is received directly or indirectly such as in the course of providing the Professional Services pursuant to an Assignment, and whether or not the information or materials are labelled confidential, privileged or proprietary.
- (iii) "Contractor’s Representative" means an individual, and a designated back-up, identified by the Contractor to administer the Agreement and Assignments hereunder, or such person as the Contractor may name as a replacement.
- (iv) “Intellectual Property Rights” means intellectual property rights and other similar proprietary rights in any jurisdiction, whether registered or unregistered, including, without limitation, all grants, rights and interests in and to:
 - a) patents, trademarks, designs, rights in designs, industrial designs, get-up, trade dress, trade names, business names, domain names, logos, websites, marks,

CITY OF IQALUIT STANDING OFFER AGREEMENT

symbols, concepts, models, including utility models, mask work rights, rights of publicity, copyright, and other industrial or intangible property rights of a similar nature;

- b) rights in inventions, know-how, trade secrets, processes, methods, technical information, drawings, research data, specifications and other confidential or proprietary information, including Confidential Information;
 - c) any applications for any such grant or registration, and rights, including rights of priority, to apply for grants or registrations of any of the foregoing, including the right to control their prosecution, and all amendments, continuations, divisions and continuations-in-part of such applications, and all corrections, reissues, patents of addition, extensions and renewals of any such grant, registration or right; and
 - d) any other intellectual property rights and other related rights which may exist at any time in any part of the world.
- (v) "Pre-existing Intellectual Property Rights" means Intellectual Property Rights which were developed or otherwise acquired by a party prior to the date of this Agreement, or which is developed or otherwise acquired outside of the scope of this Agreement and any Assignment created pursuant to this Agreement.
- (vi) "Received Material" means records, personal information, software, drawings, plans, specifications, research results, data, analytics, and other material, whether complete or not, that are received by the Contractor or a subcontractor from the City or any other person in the provision of Professional Services pursuant to an Assignment.
- (vii) "Work Product" means reports, records, software, drawings, plans, specifications, photographs, models, prototypes, patterns, samples, technical information, invention, method or process and other material, whether complete or not, that, as a result of an Assignment, are provided by the Contractor or a subcontractor, conceived, developed or first actually reduced to practice in performing Professional Services and which may or may not incorporate Pre-Existing Intellectual Property Rights of the Parties and Received Material.

1.2. In this Agreement, unless the context implies otherwise:

- (i) references to Sections and Appendices are to be construed as references to the sections of, and schedules to, this Agreement;
- (ii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, supplemented, novated or otherwise varied from time to time;
- (iii) references to a provision of law is a reference to that provision as amended or re-enacted;
- (iv) headings appearing in this Agreement are for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provision.
- (v) words importing the plural shall include the singular and vice versa;
- (vi) the word "include", "includes" or "including", when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto but rather shall be deemed to refer to

CITY OF IQALUIT STANDING OFFER AGREEMENT

all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

(vii) any terms, covenants, provisions or conditions of this Agreement which expressly or by their nature survive the termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding such termination, and shall not be merged with the termination, until such terms, covenants, provisions and conditions are satisfied or by their nature expire;

(viii) “hereof”, “herein”, “hereto” and “hereunder” and similar expressions refer to this

(ix) Agreement and not to any particular Article, Section or other subdivision; and

(x) references to a time of day shall be construed as references to Eastern Standard Time

2) SERVICES AND PAYMENT

- 2.1 The Contractor agrees to provide to the City the Professional Services on an “if and when basis”.
- 2.2 For greater clarity, the specific Professional Services to be performed from time to time by the Contractor shall be set out in a statement of work or service request (an “Assignment”) issued by the City to the Contractor.
- 2.3 Upon receipt of an Assignment, the Contractor shall confirm its availability and capacity to complete such Assignment within the timeframes set out in Sections 6.6 and 6.7 of the RFSO and quote a level of effort to the City. Upon the City’s approval in writing of such quotation, the Assignment shall be in force and binding upon the parties.
- 2.4 The establishment of this Agreement creates no binding obligations on the City to procure Professional Services from or issue an Assignment to the Contractor and the City further reserves the right to procure services by any other means, including the use of other agreements, or by other procurement or contracting methods.
- 2.5 The Contractor shall have no legal or equitable rights or privileges unless and until an Assignment is made in accordance with the provisions of this Agreement. If there is any conflict or inconsistency among any of the provisions of the Assignment and this Agreement, then the order of precedence will be this Agreement over an Assignment.
- 2.6 The City agrees to pay for the Professional Services assigned to the Contractor in an Assignment in accordance with the Cost Submission Form forming part of the Proposal. All Professional Services shall be subject to the level of effort quoted by the Contractor and approved in advance in writing by the City’s relevant signing authority.
- 2.7 The parties agree that the City may at any time before the applicable Professional Services are fulfilled, make changes to an Assignment by adding to, or removing from, the Professional Services, or otherwise amending the Assignment. The Contractor shall have no claim for compensation for Professional Services removed which are not then already performed. For any additions to the Professional Services, the Parties will agree in writing, both acting reasonably, to a change in the project budget.
- 2.8 The Contractor may request that the City make a change to an Assignment, and the City may agree to such change in its sole opinion and discretion; however, the Contractor shall not amend the Professional Services or perform additional or extra work without the prior written authorization of the City. Any costs, fees or expenses incurred by the Contractor for unauthorized work shall be borne solely by the Contractor. Without limiting the generality of the foregoing,

CITY OF IQALUIT STANDING OFFER AGREEMENT

the Contractor acknowledges that there are certain award limits in the City's Procurement Bylaw and the City shall not be obligated to authorize any additional work which would contravene the Bylaw.

3) TERM

- 3.1 This Agreement shall commence on the **November 2, 2026** and terminates on **December 31, 2029**, unless otherwise terminated in accordance with the provisions of this Agreement.
- 3.2 The term of this Agreement may be extended by the written consent of the parties.

4) NOTICE AND ADDRESS

- 4.1 Any notice required to be given herein, or any other communication required by this Agreement shall be in writing and shall be personally delivered, sent by facsimile or email, or posted by prepaid registered mail and shall be addressed as follows:

(i) If, to the City:

Adrian Blanchard
Director of Public Works
City of Iqaluit
100-1085 Mivvik Street
Iqaluit, NU, X0A 3H0

(ii) If to the contractor at:

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

- 4.2 Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivery or if sent by prepaid registered mail shall be deemed to have been received on the seventh day after posting, or if by facsimile or email, 48 hours after the time of transmission, excluding from the calculation weekends and statutory holidays.

5) COMPLETE AGREEMENT

- 5.1 This Agreement, along with each Assignment entered into pursuant to this Agreement, constitute the entire agreement between the parties with respect to its subject matters, and supersede all previous negotiations, communications and other agreements, whether written or oral, between the parties. In entering into this Agreement, no Party is relying on any representations other than those incorporated into this Agreement.
- 5.2 Notwithstanding Section 5.1, the provisions of the RFSO and Proposal are incorporated into this Agreement and may be used to clarify, explain or supplement this Agreement, but shall not be used to contradict any express terms of this Agreement. This Agreement supersedes the RFSO and Proposal.
- 5.3 No modification or amendment of this Agreement is effective unless made in writing and signed by both parties.

6) CONFIDENTIALITY

- 6.1 Any Confidential Information obtained by the Contractor, its agents, subcontractors or employees (the “Contractor Parties”) shall be deemed confidential. The Contractor Parties shall not use, copy, disclose or otherwise communicate any information not available to the general public that was gained by them in the course of their duties related to this Agreement or an Assignment, except as is necessary in the proper discharge of those duties. The Contractor Parties shall (i) only use Confidential Information for the purpose of performing the Professional Services, (ii) take such steps as are necessary to ensure that all Confidential is not disclosed to any other person and (iii) maintain confidential and secure all Confidential Information in the possession of or under the control of the Contractor. This clause survives the termination of this contract.
- 6.2 The Contractor acknowledges that all information provided by the Contractor to the City is subject to the disclosure and protection provisions of applicable freedom of information and privacy legislation. Such legislation allows any person a right of access to records in the Client’s custody or control, subject to limited and specific exceptions.

7) CONFLICTS OF INTEREST

- 7.1 The Contractor Parties:
- (i) shall conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;
 - (ii) shall not influence, seek to influence, or otherwise take part in a decision of the City, knowing that the decision might further their private interests. Any improper communication with the City’s elected officials before an Assignment shall result in disqualification of the Contractor for such Assignment;
 - (iii) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly, or indirectly with the performance of their duties relating to this Agreement, that causes, or would appear to cause, a conflict of interest; and
 - (iv) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement, and if such financial interest is acquired during the term of the Agreement, the Contractor shall immediately disclose the nature of that interest to the City in writing. Upon such disclosure, the City may determine, in its sole discretion, whether a conflict of interest exists and what steps, if any, are required to address or eliminate the conflict up to and including termination of this Agreement.

8) CONFLICTS OF INTEREST

- 8.1 Time shall in every respect be of the essence. The Contractor shall deliver the Professional Services according to the project schedule in the relevant Assignment. The City may grant reasonable extensions to the Contractor for delays, if the Contractor can show those delays were caused by circumstances beyond the control of the Contractor.
- 8.2 The Contractor is an independent Contractor with the City and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the City and the Contractor. The Contractor is solely responsible for payments of

CITY OF IQALUIT STANDING OFFER AGREEMENT

- all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation and the Nunavut Payroll Tax.
- 8.3 The Contractor represents and warrants that: (a) it is duly organized and validly existing under the applicable laws of the jurisdiction of its incorporation or organization, and has full power and authority to perform all of its obligations under this Agreement and any ensuing Assignment; (b) the person executing this Agreement or any ensuing Assignment on its behalf is and will be duly authorized and empowered to bind the party; and (c) it will comply with all applicable laws in connection with any ensuing Assignment.
- 8.4 This Agreement and any resulting Assignment shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut without reference to any conflicts of law provisions, and each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Nunavut and all courts having jurisdiction to hear appeals therefrom.
- 8.5 No waiver by either party of any breach of any term, condition or covenant of this Agreement shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 8.6 The failure of either party at any time to require the performance of any provision or requirement of this Agreement shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 8.7 It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 8.8 The City may delegate any of its authority and undertaking pursuant to this Agreement or an individual Assignment to any employee or contractor of the City by notice in writing to the Contractor.
- 8.9 This Agreement shall ensure to the benefit of and be binding on the respective administrators, successors and permitted assigns of each of the parties hereto.
- 8.10 The City cannot and does not guarantee, warrant or make any representations with respect to the accuracy, completeness, reliability, suitability or fitness for purpose of any documentation, information, or other materials prepared for and on behalf of the City by third parties which is attached to or otherwise incorporated into an Assignment. The City is not responsible for interpretation or any conclusions arrived at by the Contractor. The Contractor declares and represents that it hereby assumes all risk of conditions now existing or arising in the course of the Professional Services which might or could make the work or any items more expensive or more onerous to fulfil than contemplated.

9) REPRESENTATIVES

CITY OF IQALUIT STANDING OFFER AGREEMENT

- 9.1 The City's Representative identified in an Assignment will administer the Assignment on behalf of the City. Notwithstanding the foregoing, except as expressly stated in an Assignment, the City's Representative will have no authority to relieve the Contractor of any of the Contractor's obligations under an Assignment.
- 9.2 The Contractor's Representative identified in an Assignment shall:
 - (i) have full authority to act on behalf of the Contractor in connection with the Professional Services; and
 - (ii) be available to the City's Representative when requested.
- 9.3 The Contractor shall not substitute its representative without the written consent of the City.

10) WORK PRODUCT

- 10.1 Notwithstanding anything to the contrary, the Work Product shall be deemed work made for hire and made in the course of Professional Services performed pursuant to an Assignment, and the City exclusively owns all property rights in all Work Product, including all Intellectual Property Rights (other than Pre-Existing Intellectual Property Rights of the Contractor). The Contractor must deliver any and all Work Product to the City immediately upon the City's request, and the City will have unlimited right to use, reconstruct, repair, modify, reproduce, publish, distribute and transfer the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit.
- 10.2 In addition to the foregoing, upon the City's request, the Contractor must deliver to the City documents satisfactory to the City that confirms the vesting in the City of the copyright in the Work Product (other than Pre-Existing Intellectual Property Rights of the Contractor).
- 10.3 Upon any Pre-Existing Intellectual Property Rights of the Contractor being embedded or incorporated in the Work Product, and to the extent that it remains so embedded or incorporated, the Contractor grants to the City:
 - (i) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license, including the right to use, reproduce, modify, publish, distribute, and transfer the Pre-Existing Intellectual Property Rights which are included in the Work Product; and
 - (ii) the right to sublicense, assign, or otherwise transfer in whatever manner it sees fit to third parties any or all of the rights granted to the City under subparagraph i) above for its business use only.

11) CONTRACTOR RESPONSIBILITIES

- 11.1 The Contractor may not assign or subcontract the Professional Services or any portion thereof to, to any other party without the prior written consent of the City, which consent may be withheld in the sole discretion of the City or provided on any terms the City may require in its sole discretion. In the case of a proposed assignment of monies owing to the Contractor under this Agreement, the prior consent in writing of the City must be obtained. The Contractor shall be liable and responsible for any such Professional Services provided by a subcontractor.
- 11.2 The Contractor shall acquire, and keep in good standing at all relevant times, all permits, licenses and authorizations necessary or required by applicable laws to perform the Professional Services.
- 11.3 The Contractor shall comply, and secure compliance by its subcontractors, with all applicable laws in connection with the performance of an Assignment.

- 11.4 The Contractor shall keep proper accounts and records of the Professional Services during the term of this Agreement and for a period of three years after its expiry or termination. At any time during the term of this Agreement or the aforementioned retention period, the Contractor shall produce copies of such accounts and records forthwith upon the written request of the City.
- 11.5 The Contractor shall notify the City immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the Professional Services.
- 11.6 The Contractor shall perform the Professional Services with that degree of professional skill, care and diligence that an experienced and competent professional in the same field would use in performing similar services in relation to a project similar in scale and complexity to Professional Services, and in a competent, efficient, lawful and ethical manner.
- 11.7 The Contractor warrants that it has the capabilities in personnel, services, finances and time to perform the Professional Services and is experienced, ready, willing and able to provide the Professional Services in accordance with the terms of an Assignment. The Contractor further warrants that all of its personnel specifically declared for an Assignment shall be qualified and skilled in their respective duties.
- 11.8 The Contractor shall provide all equipment, supplies and materials necessary in connection with providing and carrying out the Professional Services.
- 11.9 Unless otherwise agreed to in an Assignment, the Contractor shall guarantee the Professional Services and materials against defects arising from faulty installation, materials supplied as a part of Professional Services, or workmanship for a period of one year from the date of acceptance of the Professional Services by the City. The warranty survives any inspection, delivery, acceptance, or payment made by the City for any performance of Professional Services.
- 11.10 Faulty material shall be replaced, and any defects which are discovered shall be rectified to the satisfaction of the City within 24-hours of notification (wherever reasonably possible) at no additional cost.

12) DEFAULT AND TERMINATION

- 12.1 In this Agreement, "Event of Default" means any of the following:
 - (i) the Contractor is unable to deliver the Professional Services as required, as determined by the City acting reasonably;
 - (ii) the Contractor's performance of the Professional Services is persistently faulty, as determined by the City acting reasonably;
 - (iii) in the event that the Contractor becomes insolvent or commits an act of bankruptcy;
 - (iv) in the event that any actual or potential labor dispute delays or threatens to delay timely performance of the Professional Services; or
 - (v) the Contractor defaults or fails to observe the terms and conditions of the contract in any material respect, as determined by the City acting reasonably.
- 12.2 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, or any other problem that may adversely affect the delivery, cost, or capability of performance of the Professional Services, the Contractor must promptly notify the City of the particulars of the Event of Default or anticipated Event of Default. A notice under this

CITY OF IQALUIT STANDING OFFER AGREEMENT

- section must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default.
- 12.3 On the happening of an Event of Default, or at any time thereafter, the City may, without penalty and at its option, elect to do any one or more of the following:
- (i) by written notice to the Contractor, require the Event of Default be remedied within a time period specified in the notice, which time period will be reasonably set out in consideration of the circumstances presented, and if the Contractor fails to comply with the notice, the City may give notice to the Contractor that the Professional Services or a portion thereof are taken out of the Contractor's hands and employ such methods and/or other contractors as the City deems advisable, to do that which the Contractor has failed to do, at the Contractor's cost and expense;
 - (ii) pursue any remedy or take any other action available to it at law or in equity, including deduction or set-off the cost of remedy against any payment due and deem the Contractor not eligible for future contract awards;
 - (iii) by written notice to the Contractor, terminate an Assignment or this Agreement with immediate effect; and
 - (iv) by written notice to the Contractor, terminate an Assignment or this Agreement on a future date specified in the notice, subject to the expiration of any time period specified under section (i) above.
- 12.4 No failure or delay on the part of the City to enforce or require the strict performance of any of the provisions of a Contract or to exercise its rights in relation to an Event of Default will constitute a waiver by the City of such provisions or rights.
- 12.5 In addition to the City's right to terminate a Contract upon the happening of an Event of Default, the City may suspend or terminate an Assignment for any reason by giving at least five (5) business days' written notice of termination to the Contractor.
- 12.6 If the City suspends an Assignment, the Contractor must suspend the performance of its obligations under the Assignment from the time and date in the notice until the City directs the Contractor in writing to continue, at which time the Contractor must promptly recommence the performance of the Contractor's obligations under the Assignment.
- 12.7 If the City terminates an Assignment:
- (i) the City must pay to the Contractor, in accordance with the payment terms and conditions, any unpaid portion of the Contract Price that corresponds with the portion of the Professional Services that was completed to the City's satisfaction before termination of the Contract; and
 - (ii) the Contractor must, within thirty (30) days of such termination, repay to the City any paid portion of the fees and expenses described in an Assignment which corresponds with the portion of the Professional Services the City has notified the Contractor in writing was not completed to the City's satisfaction before termination of the Assignment.
- 12.8 The payment by the City of the amount described in section 12.7 above discharges the City from all liability to make payments to the Contractor under an Assignment, and the Contractor shall not be entitled to payment of the relevant contract price or portion thereof, as the case may be, in respect of Professional Services not completed by Contractor.

CITY OF IQALUIT STANDING OFFER AGREEMENT

- 12.9 The remedies of the City in this Agreement are cumulative and are in addition to any remedies available to the City at law or in equity. No remedy will be deemed to exclude or to restrict the right of the City to any remedies against the Contractor and the City may from time to time have recourse to one or more of the remedies specified in this Agreement or at law or in equity notwithstanding the termination of this Agreement.

13) FINANCIAL

- 13.1 The City, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the City, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such holdback shall continue until the breach has been rectified to the satisfaction of the City.
- 13.2 The City will pay the Goods and Services Tax ("GST") in addition to the amounts set out in the Cost Submission Form.
- 13.3 Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the Professional Services, whichever is later. Invoices from Nunavut Contractors (as defined by the City NNI Policy) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the Professional Services, whichever is later.
- 13.4 The City may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of Professional Services, pay any amount, which is due and payable to the Contractor under the contract, if any, directly to the obligee of and the claimants against the Contractor or subcontractor.
- 13.5 Without prejudice to any other right or remedy of the City, the obligation of the City to make any payment to the Contractor under or in connection with this Agreement is subject to the City's right to deduct or set off against any such payment any sum which may be due to the City, or to which the City has a claim, under this Agreement or under any other agreement with the Contractor.
- 13.6 Under no circumstances shall the project budget stated in an Assignment be exceeded without the prior written approval of the City. Failure to obtain prior approval may result in non-payment of fees and/or expenses in excess of the amounts stated. If at any time the Contractor considers their estimates indicate costs will exceed the project budget as set forth in an Assignment or otherwise agreed to by the parties, the Contractor will immediately advise the City. If in the opinion of the City, acting reasonably, the excess is due to design, costs factors or matters under the control or reasonably foreseeable by the Contractor, the City may require the Contractor to do everything by way of revision of the design to bring the cost estimate within the project budget. Costs of completing such revisions shall be based upon a level of compensation reasonably appropriate to the circumstances, including the reason for the revisions.
- 13.7 The City is not obligated to advance to the Contractor more than ninety percent (90%) of the calculated amount of any payment until completion of an Assignment. If the ten percent (10%) holdback is taken, it shall be retained without penalty, expense or liability for forty-five (45) days after the completion of all requirements under the Assignment or earlier termination. Interest is not payable on the amount held back by the City.

14) LIABILITY

- 14.1 The Contractor shall indemnify and hold harmless, the City, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the negligent acts, errors, or omissions of the Contractor Parties, or a breach of contract, under this Agreement and/or an Assignment.
- 14.2 The Contractor shall be liable to the City for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor.
- 14.3 If, in the opinion of the City acting reasonably, the Contractor is in default in respect of any obligation of the Contractor hereunder, the City may rectify such default and pursue a claim against the Contractor for the reimbursement of any direct costs associated with any such remediation, including a reasonable allowance for the use another contractor or of the City's own employees or equipment.
- 14.4 The Contractor's liability to the City for claims arising out of this Agreement, or in any way relating to the Professional Services, will be limited to the amount of \$1,000,000.00. The limitations of liability will apply, to the extent permitted by law, whether Contractor's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and will extend to and include Contractor's directors, officers, employees, insurers, agents and subcontractors.
- 14.5 Notwithstanding any other provision of this Agreement, the total liability of the City with respect to this Agreement or any obligations in connection with the Agreement, whether based on warranty, indemnity, contract, tort (including negligence), strict liability or otherwise, shall be limited to the compensation paid to the Contractor under this Agreement.
- 14.6 In no event will either party be liable to the other party for indirect or consequential damages including without limitation loss of use or production, loss of profits or business interruption.

15) INSURANCE

- 15.1 The Contractor shall, without limiting its obligations or liabilities under this Agreement, obtain, maintain and pay for during the period of this Agreement, the following insurance with limits not less than those shown:
 - (i) Workers' Compensation insurance covering all employees engaged in the Professional Services in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or any subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the City.
 - (ii) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Contractor's employees engaged in the Professional Services. If Workers' Compensation insurance exists, then in such an event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General

CITY OF IQALUIT STANDING OFFER AGREEMENT

Liability policy referred to in item (iv) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.

- (iii) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or nonowned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
- (iv) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:

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

*WHERE APPLICABLE

- (v) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any Professional Service under this Agreement.

- 15.2 All policies shall provide thirty days written notice given to the City prior to any cancellations of any such policies.
- 15.3 The Comprehensive General Liability Insurance policies shall name the City and any permitted subcontractors as additional insureds only with respect to the terms of this Agreement and shall extend to cover the employees of the insureds hereunder.
- 15.4 The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.
- 15.5 The Contractor shall deposit with the City prior to commencing with any Professional Services a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the City and with insurance companies satisfactory to the City.
- 15.6 The Contractor shall ensure that subcontractors are insured to appropriate levels as may be relevant to their work.

16) DISPUTE RESOLUTION

- 16.1 If a dispute arises between the parties relating to any matter under this Agreement or any Assignment, the Contractor's Representative and the City's Representative will meet as soon as practicable but within 90 days and attempt to resolve the dispute or develop and oversee a process to resolve the dispute. Where agreed by the parties, the Contractor's Representative and the City's Representative will use an independent chair to provide non-binding third party facilitation for the meeting. At or following the meeting the Contractor's Representative and the City's Representative may agree to a non-binding third party mediator to assist in reaching a resolution.
- 16.2 Provided that the Parties have not commenced mediation, then notwithstanding the foregoing, if in the opinion of a Party the dispute or the time within which a resolution of the dispute is desirable is such that a meeting of the Contractor's Representative and the City's Representative or mediation is unlikely to result in a resolution of the matter within a timely manner, then nothing in this Agreement or any Assignment prevents a party from applying to a court or tribunal of competent jurisdiction to adjudicate the disputed matter or to otherwise seek any relief or remedy otherwise available under applicable laws.

17) FORCE MAJEURE

- 17.1 Neither Party shall be responsible or liable for any delay or failure to perform its obligations under an Assignment where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of a public authority, act of nature, pandemic, epidemic, isolation/quarantine restrictions; or without limit to any of the foregoing, or any other cause beyond its reasonable control.
- 17.2 Should the force majeure event last for longer than thirty (30) days, the City may terminate the Assignment, in whole or in part, without further liability, expense or cost of any kind.

18) EXECUTION

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



CITY OF IQALUIT STANDING OFFER AGREEMENT



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

FOR THE CITY OF
IQALUIT:

Name/Title

Signature

Date

Witness

FOR <contractor name>

Name/Title

Signature

Date

Witness

END OF APPENDIX “C”

END OF RFSO