



**REQUEST FOR PROPOSAL  
FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING**

**PROPOSAL CALL: FEBRUARY 22, 2023**

**PROPOSALS DUE: MARCH 15, 2023, AT 3:00 PM EST**

**2023-RFP-039**



## TABLE OF CONTENTS

<b>1.</b>	<b>PROJECT OVERVIEW .....</b>	<b>4</b>
1.1	Background .....	4
1.2	Definitions .....	5
1.3	Project Scope .....	6
<b>2.</b>	<b>INSTRUCTIONS TO PROPONENTS .....</b>	<b>7</b>
2.1	Submission.....	7
2.2	Inquiries.....	8
2.3	Addenda.....	8
2.4	Proponent Requirements.....	8
2.5	Opening of the Proposals .....	8
2.7	Validity of Offer.....	8
2.8	Intended RFP Process Schedule.....	9
<b>3.</b>	<b>PROPOSAL REQUIREMENTS.....</b>	<b>9</b>
3.1	Technical Submission Requirements.....	9
3.2	Financial Submission Requirements.....	13
<b>4.</b>	<b>EVALUATION .....</b>	<b>14</b>
4.1	Evaluation Committee .....	14
4.2	Evaluation Stages .....	14
4.3	Mandatory Requirements .....	15
4.4	Rejection of Unacceptable Proposals .....	15
4.5	Evaluation Criteria .....	16
<b>5.</b>	<b>TERMS AND GENERAL CONDITIONS.....</b>	<b>16</b>
5.1	Terms and Conditions .....	16
5.2	No Collusion .....	18
5.3	Conflict of Interest .....	18
5.4	Accuracy of Information.....	18
5.5	Confidentiality.....	18
5.6	Working Language .....	19
5.7	Terms of Payment .....	19
5.8	Cash Flow Expenditure Forecast.....	20
5.9	WSIB/ WSCC Certificate .....	20



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
2023-RFP-039



5.10	Health and Safety .....	20
5.11	Project Reporting.....	20
<b>6.</b>	<b>CONSULTANT SCOPE OF WORK .....</b>	<b>20</b>
6.1	Assessment/Investigation .....	24
6.2	Detailed Design .....	28
6.3	Construction Procurement Phase (Provisional) .....	30
6.4	Construction Phase – Contract Administration/Site Inspection (Provisional) .....	31
<b>7.</b>	<b>SCHEDULE.....</b>	<b>35</b>
7.1	Timelines.....	35
7.2	Submission Requirements.....	36
<b>APPENDIX A – COST SUBMISSION FORM .....</b>		<b>37</b>
<b>APPENDIX B – SUPPLEMENTARY CONDITIONS .....</b>		<b>41</b>
<b>APPENDIX C – SUB-CONSULTANT LIST .....</b>		<b>43</b>
<b>APPENDIX D – INFORMATION PROVIDED BY THE CITY .....</b>		<b>44</b>
<b>APPENDIX E – CITY OF IQALUIT SERVICES AGREEMENT .....</b>		<b>45</b>
<b>APPENDIX F – SIGNING SHEET .....</b>		<b>52</b>

## 1. PROJECT OVERVIEW

The City is seeking to retain a Consultant to provide detailed design, construction procurement, contract administration, site inspection, and construction/project closeout services for the demolition of the City's existing Dog Pound Building and construction of a new Dog Pound Building. The Consultant's team will be retained to provide technical and professional services for the Project.

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 Request for Proposal document.

### 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. 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 7,000 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 RFP:

<i>City/ Client/ Owner</i>	means the Municipal Corporation of the City; means the entity as defined in the Supplementary Conditions, which may be the same entity as the City as defined herein.
<i>City Representative</i>	means the individual, assigned to the Project, who will be representing the City.
<i>City Website</i>	means <a href="http://www.iqaluit.ca">www.iqaluit.ca</a> .
<i>Class A Estimate</i>	means an estimate that is accurate to +/- 10% that is used to establish cost for the construction of the Project and is based on 99% complete design package which is ready for tender.
<i>Class B Estimate</i>	means an estimate that is accurate within +/- 15% and is based on a 66% design development.
<i>Class C Estimate</i>	means an estimate that is accurate within +/- 20% and is based on a 33% design development.
<i>Class D Estimate</i>	means an estimate that is accurate within +/- 30% and is based on conceptual design sketches.
<i>Closing Time</i>	means the time set out in paragraph 4.1.
<i>Contractor</i>	means the entity who will be providing construction services to perform the work.
<i>Construction Contract</i>	means the executed agreement between the City and the Contractor for the work.
<i>Evaluation Committee</i>	means a committee appointed by the City in order to evaluate all submitted proposals in order to determine a preferred proponent.
<i>Preferred Proponent</i>	means the company or firm that has been selected by the City's Evaluation Committee and who will initially discuss the contract arrangements based upon acceptance of the proponent's proposal.

<i>Consultant</i>	means the Consultant who will provide the technical and professional services defined in the Request for Proposal.
<i>Professional Services</i>	means the technical and professional services to be provided by the Consultant for this contract.
<i>Project</i>	means the Dog Pound Building and Recreation & Parks Storage Facility.
<i>Project Manager</i>	means the Project Manager assigned by the City, who will be responsible for managing the execution of the Project.
<i>Project Team</i>	means the group of people which includes the City Representative, the Project Manager, the Discipline Design Leaders and any other person invited from time to time by the City Representative of the Project Manager.
<i>Proponent</i>	means a company or firm intending to submit a Proposal and from whom a Proposal submission was received.
<i>Proposal</i>	means the document submitted in response to the Request for Proposal.
<i>Supplementary Conditions</i>	means the Supplementary Conditions forming APPENDIX B.
<i>This contract</i>	means the Consultant contract for which this Request for Proposal is issued.
<i>User group</i>	means the City or the users of the facility for which the City is responsible.

### 1.3 Project Scope

The City of Iqaluit's current Dog Pound Building is in poor condition and it does not provide sufficient housing for all animals. As such, the City is interested in demolishing the existing facility and constructing a new facility. Most of the new facility will serve as a Dog Pound Building, however a small part of the facility will be used by the Parks and Recreation Department to store equipment and certain chemicals. The new facility will have both indoor and outdoor requirements.

The consultant procured through this RFP will be responsible for engaging and capturing the requirements of all relevant stakeholders, developing the detailed design, and performing contract administration and site inspection services for the demolition of the existing facility and construction of the new facility. The new facility must satisfy



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
2023-RFP-039



all animal rights requirements, occupational health and safety requirements, and any other codes, guidelines, standards, and laws that may be relevant for this type of facility.

More details on specific requirements can be found in Section 6, however part of this assignment will require the consultant to perform minor additional engagements with the Municipal Enforcement Department and the Parks and Recreation Department to gather exhaustive program requirements prior to performing significant design development efforts.

The project plan considers completing detailed design before the end of 2023 and completing construction, commissioning, and turnover of the new facility before the end of 2024.

## **2. INSTRUCTIONS TO PROPONENTS**

### **2.1 Submission**

Proponents must submit their proposals by electronic submission (PDF format), through MERX **before 3:00 PM EST local Iqaluit time on March 15, 2023**. MERX can be accessed via the following website link – <https://www.merx.com/>. Proponents must address proposals to:

City of Iqaluit  
Sumon Ghosh  
Director, Engineering and Capital Projects  
901 Nunavut Drive, P.O. Box 460  
Iqaluit, Nunavut, X0A 0H0

Proponents will be required to submit a Technical and Financial Submission as part of their offer, in separate files. Files should be labeled as follows:

Technical Submission:     ***“TECHNICAL PROPOSAL – Dog Pound Building and Recreation & Parks Storage Facility – Proponent Name”***

Financial Submission:     ***“FINANCIAL PROPOSAL – Dog Pound Building and Recreation & Parks Storage Facility – Proponent Name”***

It is the Proponent’s responsibility to confirm successful submission of the proposal to MERX prior to the deadline.

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



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
2023-RFP-039



## 2.2 Inquiries

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

Jared Wright  
Project Manager  
[jared.wright@colliersprojectleaders.com](mailto:jared.wright@colliersprojectleaders.com)

Jan Rawling  
Assistant Project Manager  
E: [jan.rawling@colliersprojectleaders.com](mailto:jan.rawling@colliersprojectleaders.com)

To ensure consistency and fairness to all Proponents, all firms who have received the RFP will receive information with respect to significant inquiries in the form of written addenda or clarifications. Verbal explanations or instructions will not be binding.

The deadline for submitting inquiries will be on **March 8, 2023, at 3:00 PM EST local Iqaluit time.**

## 2.3 Addenda

If it is determined that an amendment is required to this RFP, a written addendum will be posted via Merx and the City's website. It is the Proponents responsibility to check Merx and the City's website to confirm whether an addendum has been posted. The only way this RFP 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 RFP or may be relied upon by any Proponent.

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

## 2.4 Proponent Requirements

The successful Proponent must have a valid City of Iqaluit Business License prior to commencement of the Project. The Preferred Proponent shall apply for a license immediately upon notification of award, should they not hold a valid license.

## 2.5 Opening of the Proposals

There will be no public opening of the Proposals.

## 2.7 Validity of Offer

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



## 2.8 Intended RFP Process Schedule

The City estimates the schedule for the Request for Proposal process milestones will be as follows:

*Table 1 – RFP Process Schedule*

Milestone	Date
Issue RFP	February 22, 2023
Last Day for Proponent Questions	March 8, 2023, at 3 PM
Last Date for Issue of Addendum	March 10, 2023
RFP Closes – Submission Deadline	March 15, 2023, at 3 PM
Evaluation and Determination of Preferred Consultant	March 31, 2023
Approvals and Contract Award	April 28, 2023
Project Kick-Off Meeting	May 5, 2023

## 3. PROPOSAL REQUIREMENTS

Proponent submissions should be prepared in sections, with the content of each section as specified below. Concise submissions which address the section requirements are encouraged. Where a maximum number of pages are specified, each page is based on a single-side of an 8 ½ x 11 sheet, with text no smaller than size 11 Arial font. The technical submission will be limited to twenty (20) pages single-sided with three (3) additional 11” x 17” pages for schedule and level of effort table. There are no page limits or restrictions to the financial submission.

The technical submission must not have any financial details included. If aspects of the financial offer are included in the technical submission, the City may choose to disqualify the Proponent.

### 3.1 Technical Submission Requirements

#### 3.1.1 Section A – Understanding of the Project (10 points)

Provide a written statement demonstrating the Proponent’s understanding of the overall Project, the goals and objectives of this assignment, and its relevance to the overall delivery of the Project. Identify any risks and challenges, based on the Proponents understanding of the Project, based on the information presented in this RFP, and provide mitigation measures which will ensure successful project delivery.



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR**  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE  
2023-RFP-039



Provide a description of the Proponent's vision for the assignment by comparison and contrast to reference projects which are similar examples of the Proponent's work. The details of each project should be included at Section B. The Evaluation Committee is interested in understanding how these reference projects responded to the project requirements and how these relate to the Proponent's understanding of the requirements for this assignment.

### 3.1.2 Section B – Reference Projects (15 points – 5 points per project)

Provide information for Projects completed in the last 10 years that are relevant to this project. Provide three (3) reference projects. The projects listed should illustrate experience in the following areas:

- .1 Detailed design, contract administration, and site inspection services provided for a new building/facility construction for the City of Iqaluit or another community in similar arctic environments;
- .2 Preparation of a functional program and detailed design for a dog pound or similar facility; and
- .3 Detailed design, contract administration, and site inspection services provided for the demolition of existing buildings, ideally in Iqaluit or in similar arctic environments.

The Proponent should describe their roles and responsibilities on each of the projects, whether the projects were joint ventures along with the names of the other parties of the joint venture, and a brief description of the project/ assignment. For each project, identify a Client contact and provide contact information (email and phone number). The Evaluation Committee may consult with the persons indicated as references by the Proponents in order to obtain feedback on the Proponent's performance on previous Projects and to understand the relationship between the Client and the Proponent. The technical ratings may be adjusted, based on the interviews and feedback from reference consultations. Proponents must ensure that phone numbers and e-mail addresses of references are accurate and still valid.

When identifying a reference project, the Proponent should consider how their project relates to the assignment described in this RFP, along with the goals and objectives of the overall Project. Photographs representing each reference project are encouraged.

### 3.1.3 Section C – Work Plan (25 points)

Provide a work plan detailing the methodology and approach to be taken to deliver the assignment, reflecting the schedule outlined in this Request for Proposal. Identify the proposed schedule along with key milestones for meetings with the City group. Include in this section a schedule for the provision of services, identifying the time required for the Proponent's work and a breakdown of the time (number of hours) allocated for each task and Consultant (if applicable) during the work identified in the Request for Proposal. Include a description of major tasks, sub-tasks, methods/ systems and personnel that the firm proposes to use for project management, design, design management, contract administration, site inspection, internal reviews, quality control, reporting, and any other roles that may be necessary to carry out the work.

The Proponent shall describe what Inuit, local and Nunavut content, if any, shall be utilized.

3.1.4 Section D – Corporate Qualifications and Experience (5 points)

Provide a statement of qualifications for the Proponent and other major consultant firms included in the Design Team (civil, structural, mechanical, electrical, and process control engineers) including:

- .1 Year founded as current corporate entity;
- .2 Permanent office address; and
- .3 List a maximum of 5 reference Projects (do not provide Project details as these should be listed in Section B.

3.1.5 Section E – Qualifications and Experience (15 points)

Provide an organizational chart describing the Proponent's Project Team for the assignment, which includes lead positions such as the Project Manager, Project Sponsor/Principle, Designers, Contract Administrators, Site Inspectors, and any other personnel that may be involved. Proponent to include key Sub-Consultant's (if applicable) along with their position within the Project Team. Provide a summary of key Project Team personnel, and include the information below:

- .1 Name;
- .2 Corporate affiliation;
- .3 Role and title on the Project, including the period for which the individual is to be associated with the Project, and the extent of the individual's time that will be devoted to the Project during that period; and
- .4 List any reference Projects provided in Section B (do not provide Project details) and describe the individual's role on each of the Projects.

The City has identified the following Project Team members as critical to the success of the project. As such, the Consultant will be required to present the following minimum requirements in their technical submission:

- Project Manager and Contract Administrator:
  - o Minimum 10 year of relevant experience
  - o Professional Engineer (registered to practice in Nunavut) recommended
- Site Inspector:
  - o Minimum 5 years of relevant experience
  - o Professional Engineer (registered to practice in Nunavut) or C.E.T. required

Include the individual's resume immediately after the individual's summary. It is the City's understanding that the Project Team proposed by the Proponent in this section will be committed to the full delivery of the assignment. Changes to the Proponent's Project Team must be approved by the City.

### 3.1.6 Section F – List of Sub-consultants

Provide a list of all consultants the Consultant will be looking to engage as “Sub-Consultants” for the execution of the Project.

### 3.1.7 Section G – Mandatory Submission Requirements (pass/fail)

Provide all mandatory requirements, as identified in Section 4.3. Proponents who fail to submit mandatory items will not proceed to the next phase of evaluation.

## 3.2 **Financial Submission Requirements**

### 3.2.1 Consultant's Professional Fees (30 points)

Submit a completed and unqualified Cost Submission Form, included in Appendix A, along with a Consultant's corresponding level of effort fee table, complete with positions, hours, rates, and fee 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, tender support, contract administrator/ site inspection, etc.).

The fee table must also include a breakdown on expenses/ disbursements, based on the requirements described in the Terms of Reference. The Proponent must use a per diem rate of \$171.85/ day (meals and incidentals) established by the National Joint Council for the Territory of Nunavut. This considers and assumes that travel to and stay in Iqaluit will not exceed 30 consecutive days. Accommodations may be provided by the City of Iqaluit at a City owned residence, however accommodations costs are to be carried as a separate item in the financial proposal as it is unlikely that accommodations will be available. The Proponent will be responsible for transportation requirements and must include this in their fee proposal for expenses/ disbursements. All expenses/disbursements will be invoiced at cost with no mark-up.

The completed Cost Submission Form and level of effort fee table shall form part of the contract document to be used between the City and the Preferred Proponent. The rates included in the fee table will be used in the event the scope of work is changed and provisions of the contract value to be changed during the project period.

The Financial Submission will not be opened until after the evaluation of the technical submission has been completed and satisfied per the required criteria.

## 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 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.

### 4.2 Evaluation Stages

Proposals will be evaluated in four stages:

#### 4.2.1 Evaluation of Mandatory Criteria

Proposals that do not meet the mandatory criteria will be rejected (Refer to Section 4.3 below).

#### 4.2.2 Technical Evaluation – Total Value 70 Points

Subject to the Evaluation Committee's right to reject an unacceptable Proposal under Section 4.4, the Evaluation Committee will evaluate and score the Proposal information provided using Table 2 in Section 4.5 as a guide to assign scores. For each criterion, each Proposal will be assessed, and points will be awarded on the basis of the extent to which the requirements of the Request for Proposal documents 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 70% (49/70 points) on the Technical Evaluation, in order to qualify for review of the Financial Submission.

#### 4.2.3 Financial Evaluation – Total Value 30 Points

Financial evaluation of cost criteria will be conducted after evaluation of the technical criteria and reference checks.

A total of 30 points will be awarded on the basis of the fixed fee Proposal, and the distribution of fees to each phase of the Project.

The points for price will be awarded as follows:

The score for the Financial Submission will be in accordance with the following formula:

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

#### 4.2.4 Selection

The Evaluation Committee will rank the Proponents, using the combined Technical and Financial score, from which it will select the Preferred Proponent. The Preferred Proponent's Proposal will be recommended to the City for the award of a contract for Consultant services based on the Proponents standing in the evaluation review process.

#### 4.3 **Mandatory Requirements**

As indicated in Section 1 of this Request for Proposal, Proponents may be individual firms, or consortia of firms. In order for Proponent's Proposals to be considered for further evaluation they must demonstrate in their Proposals that the following mandatory requirements can be met.

Proponents must:

- .1 Provide evidence satisfactory to City from the Proponent's insurer that the Proponent is able to obtain the insurance coverage as specified in APPENDIX E City's Standard Service Agreement;
- .2 Include the submission of the Proponent's latest valid WSCC/ WSIB Certificate of Clearance;
- .3 Include a completed sign-off of Proposal submission, as per the requirements in APPENDIX F; and

#### 4.4 **Rejection of Unacceptable Proposals**

The Evaluation Committee may at any time reject a Proposal without completing a full evaluation (including a Proposal from a Proponent that complies with the Mandatory Requirements), if in the judgment of the Evaluation Committee further consideration of the Proposal would not be acceptable as the basis for a contract considering the evaluation criteria indicated in Section 4.5 below.

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.

#### 4.5 Evaluation Criteria

The Evaluation Committee will evaluate eligible Proposals to determine the Proposal which best meets the needs of the City, using the weighting criteria indicated in Table 1 below as a guideline.

*Table 2 – RFP Evaluation Criteria*

EVALUATION CRITERIA	WEIGHTING
<b>Technical Submission</b>	
Section A – Understanding of the Project	10 points
Section B – Reference Projects	15 points
Section C – Work Plan	25 points
Section D – Corporate Qualifications and Experience	5 points
Section E – Qualifications and Experience	15 points
<b>Technical Score Sub-Total:</b>	<b>70 points</b>
<b>Financial Submission</b>	
Consultant Fees – Cost Submission Form	30 points
<b>Financial Score Sub-Total:</b>	<b>30 points</b>
<b>Total RFP Evaluation Score:</b>	<b>100 points</b>

### 5. TERMS AND GENERAL CONDITIONS

#### 5.1 Terms and Conditions

- 5.1.1 Submission of a Proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by all the terms and conditions of this Request for Proposal.
- 5.1.2 The City will not make any payments for the preparation of a response to this Request for Proposal. All costs incurred by a Proponent will be borne by the Proponent.
- 5.1.3 This is not an offer. The City does not, by virtue of this Proposal call, commit to an award of this Proposal, 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.
- 5.1.4 Proponents may not amend their proposal after the closing date and time but may withdraw their proposal at any time prior to acceptance by the City and issuing a Letter of Intent.





REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
2023-RFP-039



- 5.1.5 The City has the right to cancel this Request for Proposal 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 Request for Proposal.
- 5.1.6 The City will not be responsible for any Proposal that does not indicate the Request for Proposal reference, and the Proponent's name.
- 5.1.7 The City will not be responsible for any Proposal that is delivered to any address or in any manner other than that provided in Section 2.1 of this Request for Proposal.
- 5.1.8 If a contract is to be awarded as a result of this Request for Proposal, it will be awarded to the Proponent whose Proposal for each service, in the City's opinion, provides the best potential value to the City and is capable in all respects to perform fully the contract requirements and has the integrity and reliability to assure performance of the contract obligations.
- 5.1.9 If the City decides to award a contract based on a submission received in response to this Request for Proposal, 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 Contract is signed by both parties. In the event of any inconsistency between this Request for Proposal, and any ensuing contract, the contract shall govern.
- 5.1.10 The contract will be in the form of the City's standard "City of Iqaluit Services Agreement" and it will contain the relevant provisions of this Request for Proposal, 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.
- 5.1.11 A copy of the Services Agreement is included as APPENDIX E.
- 5.1.12 Any amendment made by the City to the Request for Proposal will be issued in writing and sent to all who have received the documents.
- 5.1.13 An Evaluation Committee will review each Proposal. The City reserves the exclusive right to determine the qualitative aspects of all Proposals relative to the evaluation criteria.
- 5.1.14 Proposals will be evaluated as soon as practicable after the closing time. No detail of any Proposal will be made public except the names of all parties submitting Proposals.
- 5.1.15 The proposal and accompanying documentation submitted by the proponents are the property of the City and will not be returned.
- 5.1.16 Proponents must acknowledge receipt of any addenda issued by the City in their Proposal.

- 5.1.17 Proponents shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.
- 5.1.18 Proponents and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this Request for Proposal, other than the City Representative named in section 2.6, at any time prior to the award of a contract or the cancellation of this Request for Proposal.

## **5.2 No Collusion**

By submitting a Proposal, the Proponent, and each firm, corporation or individual member associated with the Proponent's Proposal submission, represents and confirms to the City, with the knowledge and intention that the City may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents. Include confirmation of this under Item 3.1.8 of the Proposal submission.

## **5.3 Conflict of Interest**

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

Under Item 3.1.8 of the Proposal submission, include confirmation of the Proponent's agreement to conform to the conflict of interest requirements and disclosures as indicated in Supplementary Conditions SC2 – CONFLICT OF INTEREST.

## **5.4 Accuracy of Information**

While the City has used considerable efforts to ensure an accurate representation of information in the Request for Proposal, the information contained in this Request for Proposal 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 Request for Proposal, 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.

## **5.5 Confidentiality**

Proponents shall treat all information received through this Request for Proposal process and subsequent contract award as confidential and will not disclose such information to any person except with the prior written consent of the City.

Under Item 3.1.8 of the Proposal submission, include confirmation of the Proponent's agreement to conform to the confidentiality requirements as indicated in Supplementary Conditions SC1 – CONFIDENTIALITY. The Consultant shall ensure that all drawings, specifications and other documentation prepared for the Project and designated as confidential by the Owner, are prominently stamped on each page or sheet of each document with the word "CONFIDENTIAL" prior to release for construction bidding purposes or during the course of the Work.

## **5.6 Working Language**

All Proposals must be written in English.

## **5.7 Terms of Payment**

The Proponent shall be reimbursed monthly for works completed for each service provided. Invoices are to be submitted on a monthly basis, and shall include:

- .1 the project title.
- .2 the service contract number.
- .3 a description of the work completed.
- .4 billing summary, which includes the tasks as set forth in the costing submission, the proposed costs, cost to date, percentage invoiced to date, and the percentage of work completed to date for each task.
- .5 backup for all disbursements (time sheets may be requested).

The monthly invoice should be reviewed as a draft by the Consultant and the Project Manager in order to validate the fee and services being claimed. The Proponent is to update the invoice (as required), as per comments/ feedback received from the Project Manager. The Project Manager and Proponent are to determine at the Project Kick-Off meeting the date which draft monthly invoices are to be reviewed.

The final invoice is to be submitted to the Project Manager for processing with the City. Invoices that are issued directly to the City's Accounts Payable Department will not be processed. Invoices must be submitted for payment by the 15<sup>th</sup> of every month, for previous months work (e.g. invoice must be submitted by February 15<sup>th</sup> for work completed up to January 31<sup>st</sup>).

No payment will be made for the cost of work incurred to remedy errors or omissions for which the contractor is responsible. No additional invoicing will be accepted above and beyond what the City has agreed to as per the contract. At no time shall the contract upset limit be exceeded without prior written authorization from the City.

## **5.8 Cash Flow Expenditure Forecast**

The Proponent is to submit a cash flow expenditure forecast identifying how the Proponent anticipates invoicing the City on a monthly process, based on the established schedule. An update cash flow expenditure forecast is to be submitted with every monthly invoice.

## **5.9 WSIB/ WSCC Certificate**

Under Item 3.1.8 of the Proposal submission, include submission of the Proponent's latest WSIB or WSCC Certificate of Clearance (failure to submit a certificate or letter of exemption from coverage with the Proposal may result in disqualification of the Proposal). Proponents with no WSCC coverage must apply to the Government of Nunavut with 10 working days of starting operations.

## **5.10 Health and Safety**

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

## **5.11 Project Reporting**

The Consultant will be required to provide monthly status reports, which must communicate the following: assignment status, work completed to date, work remaining, schedule progress (baseline and approved changes), and financial status (original contract value, current contract value, % complete vs. % spent). The report is to be submitted to the City's Project Manager.

## **6. CONSULTANT SCOPE OF WORK**

The City of Iqaluit's current Dog Pound Building is in poor condition. As such, the City is will be demolishing the existing facility and constructing a new facility. Most of the new facility will serve as a Dog Pound Building, however a small part of the facility will be used by the Parks and Recreation Department to store equipment and chemicals. The new facility will have both indoor and outdoor components. Below is a screenshot of the lot where the current facility is located. The new facility will be constructed on the empty lot behind the current facility. Once the construction of the new facility is completed, the City will move from the old facility to the new facility and the old facility will be demolished.



The consultant procured through this RFP will be responsible for engaging and capturing the requirements of all relevant stakeholders, developing the detailed design, and performing construction administration services for the demolition of the existing facility and construction of the new facility. Detailed design is to be completed in 2023 with construction activities taking place in 2024. The new facility must satisfy all animal rights requirements, occupational health and safety requirements, and any other codes, guidelines, standards, and laws that may be relevant for this type of facility.

It is expected that the new facility may require the following rooms/areas and/or features. It should be noted that this is not the exhaustive list of rooms/areas and requirements, this list is for informational purposes and it is anticipated that the final design may not reflect all or exclusively these items. Minor changes in these requirements will not impact design efforts or consultant fees as the consultant will be responsible for gathering exhaustive programming requirements as identified in 6.1. Given this, however, it is expected that much of the major functional programming elements have been captured within the list below.

- Office/reception area
- Room for dog kennels
- Room for cats
- Animal isolation room
- Garage doors and parking areas for bringing animals into and out of the facility, and for cleaning vehicles
- 2 separate fenced in (20' x 30' with 8' fencing at a minimum) outdoor yards

- One for dogs and doghouses, as some animals are housed outside during the warmer months
- One for Recreation & Parks storage, which does not require overhead sheltering
- Interior storage space for Recreation & Parks storage for cleaning supplies, paint, filing areas, and Aquatic Centre chemicals that are stored and vented separately from any building areas that are dedicated to animals
- Standard ambient interior temperatures, pressures, and humidity levels will need to be maintained within the facility at all times
- There are likely no major or specialized electrical requirements beyond standard receptacles, lighting, and electrical distribution in typical building construction
- There are likely no major or specialized mechanical/plumbing requirements outside of typical building HVAC/mechanical/plumbing components
- Concrete or similar flooring with proper drainage is required throughout the facility in order to allow for extensive cleaning practices
  - Animal urine and feces can damage flooring and cleanliness and durability of the facility is of major importance
- Pile foundation system to accommodate building structure

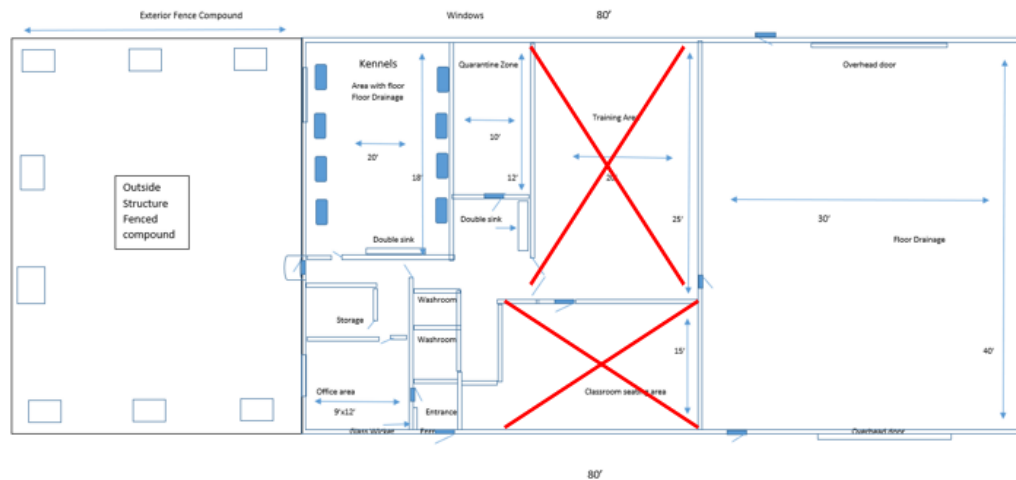
Water services are currently trucked. This project will consider the continuation of trucked water and, as such, water storage tank(s) and internal facility distribution must be able to accommodate both human and animal demands and requirements with respect to the City's trucked services schedule. There may be a future implementation of piped water at this location. As such, under this scope, the consultant shall design the trucked water system to allow for optimal future tie-in to an eventual piped water system. Considerations may include, but are not limited to, placement of tanks and pumps, considerations for floor or wall service connection entry points, and internal distribution layout.

Wastewater services are currently trucked. This project will include in the consultant's and eventual contractor's scope the connection of the new facility to the nearby piped sewer system. The sewer line and AVs near the lot are shown in the photo below. Internal plumbing must be able to accommodate both human and animal demands and requirements with respect to the City's trucked services schedule.





Additionally, the City has created a rough sketch depicting how they envision the new facility to be laid out. This sketch is being provided for informational purposes and it does not necessarily represent of final layout. The consultant is responsible for incorporating all stakeholder requirements into the design. For example, while this sketch includes a classroom and training area, for budgetary purposes these will not be included in the final design. Also, to limit the footprint and cost of the facility, there will not be 2 washrooms, there will instead be 1 washroom.



The consultant procured under this RFP shall provide complete and exhaustive assessment/investigation, detailed engineering design, construction procurement (provisional), and contract administration/site inspection (provisional) services. It should be noted that the 2024 capital budget has not yet been approved by Council. Upon Council approval of the capital budget, the services identified as provisional will be awarded to the successful proponent by change order or new contract issuance per the pricing provided. It is understood that the successful Consultant will hold their financial submission for items priced provisionally.

The following sections describe the services to be provided by the Consultant.

## 6.1 **Assessment/Investigation**

**Purpose:** To review relevant guidelines, principals, regulations, rules, and best practices, confirm functional programming requirements, and assess the current site conditions and the state of the existing facility to inform the subsequent phases of the assignment.

The Consultant shall:

- .1 Engage the City's Engineering Department, Municipal Enforcement Department, and Recreation & Parks Department to gather the exhaustive indoor and outdoor requirements for the new facility by chairing at least one (1) stakeholder engagement and requirements gathering meeting.
- .2 Perform a desktop study of all relevant legislation, guidelines, codes, standards, practices, etc. to inform and advise on how the end users' and stakeholders' requirements can be incorporated. This includes but is not limited to any applicable animal rights requirements, occupational health and safety requirements, and the Canadian Standard for Sheltered Animals.
- .3 **Conduct a Designated Substance Review of the existing facility (provisional)**

The Consultant shall prepare a project-specific list of designated substances to be surveyed as per the Nunavut Occupational Health and Safety Regulations with special attention to substances that will require disposals during the disposal/demolition of the entire facility. The survey and report must cover all areas of the building.

Assume ten (10) samples would be required.

The Consultant shall collect and analyze the required number of Hazardous Materials samples to satisfy requirements of Nunavut Occupational Health and Safety Regulations and any other law, regulations, standards, and best practices. Include samples and test results where appropriate based on investigation of the area. The Consultant shall produce a Hazardous Materials Assessment Report of the survey findings identifying the presence, location, condition, and quantities of all designated substances, as well as produce any and all required Hazardous Substances Control Plan(s) as per the territorial and federal law and regulations including, but not limited to Asbestos Control Plan for the City as per Part 24 of the Nunavut Occupational Health and Safety Regulations.



The Consultant shall demonstrate expertise in providing the depth of reporting for the City to meet its goal to create the required Hazardous Substances Control Plan(s) as defined by the Territorial and Federal Laws. The report package to be submitted to the City must include all of the following as a minimum:

- Table of contents, including a list of appendices and supporting materials
- A description of the survey undertaken, including its scope, the methodology used, the assumptions made, and the definitions of terms and standards used
- An executive summary of the results of survey (in excel format) of major findings and recommendations for each subcategory of capital item:
  - Listing substances, quantities and locations where found must be illustrated on a floor plan
  - Presentation of analytical data
  - Analysis of available options and action type (where applicable)
  - Recommended measures (with justification)
  - A ranking of the severity priority (urgent, high, medium, low)
  - Hazardous Substances Control Plan(s) as per clause 1.2.3

.4 Conduct a Phase I Environmental Site Assessment of the existing facility lot and new facility lot (**provisional**):

The consultant shall complete a Phase I Environmental Site Assessment (ESA) in accordance with the Government of Nunavut Guideline for Contaminated Site Remediation (2009) and CSA Standard Z768-01 (R2016). The Phase I ESA will be performed in parallel with other investigations.

.5 Conduct a Site Survey of the existing facility lot and new facility lot:

The consultant shall complete and produce an engineering site survey and AutoCAD topographical plan that includes the following information:

- General site topography including landscaping, ground elevations, property boundary and drainage
- Survey data for every 5 meters in every direction within the limit of the specified property and the identification of major site features

- Roads to access the site and the road passing along the northern edge of the site
- Road ditches and invert elevations
- Other site features such as paved areas, culverts, water main valves, hydrants, etc.

.6 Conduct a Geotechnical Investigation of the new facility lot (**provisional**):

Consultants shall assume that reasonable access is available to the Site. The consultant will be required to coordinate with all utilities and the City to allow for execution of the work. The consultant shall provide the results of all investigations and coordinate its work with the City.

Field work:

- The suggested total number of boreholes required to complete the assessment is four (4) (assume average refusal depth of 10m however boreholes may need to be drilled to bedrock). When refusal is encountered, bedrock must be proven, core for a minimum distance of 1.5m. Borehole locations are to be determined from a review of background information, a site visit and/or consultation with the Project Manager, to determine the probable location of the future building and areas of potential environmental concern. Relocate to avoid obstructions as necessary, recording actual location on plan.
- Ensure that all underground services are located before drilling and provide all required locates prior to drilling. Provide the City with a copy of locates performed.
- Record geodetic elevation of ground surface at borehole locations and relate to a known benchmark.
- If permafrost is present, record the ice content.
- If unfrozen soil is present, perform Shelby Tube tests, Atterberg limits, sieves and soil chemistry.
- Report before equipment is removed from the Site, the following:
  - Extremely poor or unexpected soil conditions are encountered, necessitating drilling to a greater depth to locate bearing stratum;
  - Variable conditions, potentially necessitating more boreholes or dynamic cone penetration tests;
  - Recommendation for additional piezometers to support reliable tests; and
  - Good and / or uniform soil conditions which could reduce the number of boreholes.
  - Need for any additional testing

- Obtain samples of each soil type encountered, the first sample being at a depth not greater than 750 mm and succeeding samples at not more than 1500 mm increments of depth. Record whether samples are dry, moist or wet.
- Record penetration values of Standard Penetration Test at the top of each soil stratum commencing at 750 mm depth and at increments not greater than 750 mm down to appropriate bearing stratum.
- Restore site to its original state upon completion of on Site work.
- Remove monitoring wells per provisional regulations upon completion.

Reporting:

- The Geotechnical Report shall take into consideration the following factors: projected temperature increase, precipitation, extreme weather events and the rise of sea level.
- Submit a soil investigation report, complete with a Site Plan identifying the borehole locations and the proposed building footprint.
- Include (but not be limited to) in the report the following:
  - A detailed description of the soil investigation, including details of the method of soil boring used, a description of the general geology of the area and a drawing showing the actual location and elevation of the boreholes;
  - A description of the physical properties, cohesion and friction angles, soil constraints for at rest, active and passive conditions, unit weights for the various soil strata, found in each borehole and the elevation of the stabilized water table;
  - Summarize the results of all relevant boreholes, in a coordinated series of logs;
  - Any special conditions or irregularities;
  - Water conditions and flow rates for drainage, including effect of weather;
  - Safe bearing capacity and founding elevations for soils encountered;
  - Recommendations for the design and construction of a structure in an arctic climate;
  - Recommended types of foundation and their design capacity;
  - Recommendations for drainage and dewatering;
  - Recommended foundation factors for seismic design;
  - Advice on any special construction difficulties that may be encountered;
  - Recommended parameters for perimeter and under-floor drainage;

- Recommendations for back fill materials, compaction and slab-on-grade construction and pile foundations;
- Recommended frost protection depth to underside of footings;
- Possible effects of ground water during construction if the water table is close to or above the likely elevation of the bottom of excavations;
- Suitability of excavated material as backfill; and
- Any additional information of interest or significance.

A non-exhaustive list of required deliverables for this phase is provided below:

- .1 Agenda and minutes for at least one (1) stakeholder engagement and requirements gathering meeting, and any additional meetings as needed.
- .2 Background Information Report, which addresses the scope requirements for the desktop study of all relevant legislation, guidelines, codes, standards, practices, etc., as this will inform the development of the detailed engineering design and it is critical that the facility satisfies all requirements and best practices. The report will be submitted in both draft and final format, incorporating any feedback provided on the draft in a review meeting led by the consultant. The report shall explicitly define how all relevant legislation, guidelines, codes, standards, practices, etc. are satisfied as well as provide a description if there is any doubt that the final facility may not meet any relevant legislation, guidelines, codes, standards, practices, etc.
- .3 Site Investigations Package, which addresses the scope requirements for the Designated Substance Review, Phase I Environmental Site Assessment, Site Survey, and Geotechnical Investigation. The package will be submitted in both draft and final format, incorporating any feedback provided on the draft in a review meeting led by the consultant.

## 6.2 Detailed Design

**Purpose:** To produce final design detailing required demolition, construction, installations, equipment, and materials in order to satisfy the intent of the project. Prepare all necessary construction drawings, including site plans, general arrangements, elevation/sections, and construction and demolition details for all disciplines on a basis of the approved final design.

The Consultant shall:

- .1 Prepare a 33% design submission for the demolition of the existing facility and construction of the new facility, which will include engineering drawings and a construction specifications, a Class D cost estimate, and construction and demolition schedule estimate. Following the

submission, the consultant shall chair a design review meeting to gather feedback for incorporation as the design continues to develop.

- .2 Prepare a 66% design submission for the demolition of the existing facility and construction of the new facility, which will include updated engineering drawings and construction specifications, a Class C cost estimate, and a construction and demolition schedule estimate. Following the submission, the consultant shall chair a design review meeting to gather feedback for incorporation as the design continues to develop.
- .3 Prepare a 99% design submission for the demolition of the existing facility and construction of the new facility, which will include updated engineering drawings and construction specifications, a Class B cost estimate, and a construction and demolition schedule estimate. Following the submission, the consultant shall chair a design review meeting to gather feedback for incorporation as the design continues to develop.
- .4 Prepare a 100% design submission for the demolition of the existing facility and construction of the new facility, which will include the final engineering drawings and construction specifications, a Class A cost estimate, and a construction and demolition schedule estimate.
- .5 Identify, assess, advise on, prepare, and lead in a timely manner all environmental and regulatory requirements at the Municipal, Territorial and Federal levels, including any permitting and approvals processes, that are necessary to execute the work without putting the overall project schedule at risk. Prepare the relevant applications on behalf of the City of Iqaluit.
- .6 Lead a review meeting with the City for the purpose of presenting the status of the design at each % milestone in order to gather any feedback needed to progress the design.
- .7 Acting as an agent to the City, prepare and submit a Development Permit application, along with all relevant supporting documents, to the City's Planning and Development Department. For the purposes of this RFP, the Consultant is to assume the following supporting documents will be required as part of the application:
  - Site Servicing Report – describing anticipated water demand and sanitary sewer generation rates, based on planned occupancy of the facility. Should the facility be serviced by a water tank and sanitary holding tank, the Report must indicate proposed sizes of the water tank and sanitary holding tank. The Consultant must consider the City's Municipal Design Guidelines and GN's Good Building Practices Guideline (latest edition).

- Site Grading and Drainage Plan – describing proposed site grading and drainage systems in order to manage site surface water, and how these systems will integrate with existing drainage systems off-site.
- .8 Acting as an agent to the City, prepare and submit a Building Permit application, along with all relevant supporting documents, to the Office of the Chief Building Official. Respond to any inquiries and provide any clarifications necessary until a Building Permit is received.

A non-exhaustive list of required deliverables for this phase is provided below:

- .1 Completed Development Permit Application, along with required Site Servicing Report and Site Grading and Drainage Plan.
- .2 Completed Building Permit Application.
- .3 33% design package, including review meeting agenda and minutes.
- .4 66% design package, including review meeting agenda and minutes.
- .5 99% design package, including review meeting agenda and minutes.
- .6 100% design package, including review meeting agenda and minutes.

### **6.3 Construction Procurement Phase (Provisional)**

Purpose: (Upon approval of the 2024 project budget and at the City's discretion) Prepare the contract documents, which includes the City's complete front-end documents, bidding instructions, bidding forms, conditions of the contract, supplementary conditions, drawings, and specifications. Assist the Project Manager during the construction procurement phase of the project, as the City looks to retain a Contractor for construction services.

The Consultant shall:

- .1 Prepare the complete draft IFT package, including all front-end documents, construction specifications, and IFT engineering drawings. Upon submission of the draft package, the chair a review meeting to gather feedback for incorporation into the final IFT package. Prepare the final IFT package for posting in a timely manner.
- .2 Act in an advisory role to the Project Manager who will tender the Project.
- .3 Respond to questions raised by bidders and prepare addenda or clarifications for issue to bidders.
- .4 Assist the Project Manager and Evaluation Committee with examining and evaluation of tenders. Advise on acceptance of submissions and provide a recommendation for award.

- .5 Prepare and issue stamped “for construction” documents, revised to include all addenda and changes made during the tender period.

A non-exhaustive list of required deliverables for this phase is provided below:

- .1 Draft and final IFT package.
- .2 Agenda and minutes for draft IFT package review meeting.
- .3 Addenda in response to tender inquiries on an as-needed basis.
- .4 Recommendation of contract award letter, including summary of tender results.
- .5 IFC Construction Drawings, sealed by a Professional Engineer

#### **6.4 Construction Phase – Contract Administration/Site Inspection (Provisional)**

**Purpose:** (Upon approval of the 2024 project budget and at the City’s discretion) Perform the administration of the construction contract, and inspect the construction to ensure compliance with the contract documents on a remote basis with site visits coordinated at key construction/contract milestones. Based on the design requirements, the consultant is responsible for capturing all efforts that may be required for remote part-time contract administration and site inspection services for the duration of the work based on a time-and-materials, with an established upset limit given requirements set forth in this RFP and the cost submission form. Additionally, within the cost submission form, the consultant shall provide provisional costs for site visits in the event that the City requests that additional trips be done. For pricing purposes, contract administration and site inspections requirements are listed in the cost submission form.

The Consultant shall:

- .1 Be a representative of the City.
- .2 Advise and consult with the City.
- .3 Have the authority to act on the City’s behalf to the extent provided in this RFP and the Contract Documents.
- .4 Have access to the Work at all times wherever it is in preparation or progress by coordinating virtual review with the contractor and/or a City representative.
- .5 Forward all instructions from the City to the Contractor.



- .6 Carry out and coordinate as applicable the General Review/Field Review of the work by coordinating virtual review with the contractor and/or a City representative on an as-needed basis.
- .7 Examine, evaluate and report to the City upon representative samples of the work by coordinating virtual review with the contractor and/or a City representative.
- .8 Perform six (6) site inspections at the project site. Site inspections are to be coordinated for the following construction/ contract milestones:
  - Milestone #1 – Completion of pile foundation system installation
  - Milestone #2 – Completion of pile foundation system installation
  - Milestone #3 – Completion of interior wall layouts and M&E rough-ins
  - Milestone #4 – Completion of mechanical and electrical systems installation
  - Milestone #5 – Final inspection for Substantial Performance/ Deficiencies Walkthrough
  - Milestone #6 – Completion of demolition of existing Dog Pound facilityMilestones are subject to change, depending on requirements of the Project and input from the consultant and/or contractor.
- .9 Keep the City informed of the progress and quality of the work, and report to the City defects and deficiencies in the work observed during the course of the site reviews by coordinating virtual review with the contractor and/or a City representative.
- .10 In the first instance, interpret the requirements of the Contract Documents and make findings as to the performance thereunder by both the City and the Contractor.
- .11 Render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the City or the Contractor.
- .12 Render written findings within reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or performance of the work or the interpretation of the Contract Documents.
- .13 Render interpretations and findings consistent with the intent of and reasonably inferable from the Contract Documents; showing partiality to neither the City nor the Contractor.



- .14 Have the authority to reject work which does not conform to the Contract Documents, and whenever, in the Consultant's opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, have the authority to require special inspection or testing of work, whether or not such work has been fabricated, installed or completed.
- .15 Review and take other appropriate action with reasonable promptness upon such Contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the Work as provided in the Contract Documents.
- .16 Maintain an electronic log to evidence the status and disposition of Shop Drawings and other required Contractor submittals. The log shall be provided and reviewed at every Project meeting.
- .17 Respond to Requests for Information (RFI) and maintain an electronic log to accurately document the status of all RFI's. The log shall be provided and reviewed at every Project meeting.
- .18 Prepare Contemplated Change Notices and Change Orders for the consideration of the Project Manager and for the City's approval and signature in accordance with the Contract Documents and maintain electronic logs to accurately document the status of all issued and contemplated CCN's and CO's. The logs shall be provided and reviewed at every Project meeting.
- .19 Have the authority to order minor adjustments in the Work which are consistent with the intent of the Contract Documents, when these do not involve an adjustment in the contract price or an extension of the contract time.
- .20 Furnish supplemental instructions to the Contractor with reasonable promptness.
- .21 Receive from the Contractor and forward to the City for the City's review the written warranties and related documents.
- .22 Receive from the Contractor and review and approve the Contractor's as-built drawings and provide to the City a complete set of electronic as-built drawings for all building systems and components in both CAD and PDF format. Deliver a hard copy of the final as-built package to the City.
- .23 Review any defects or deficiencies which have been observed and reported during that period and notify the Contractor in writing of those items requiring attention by the Contractor to complete the Work in accordance with the Contract.

- .24 Determine the amounts owing to the Contractor under the Contract, based on the observations and evaluation of the Contractor's application(s) for payment.
- .25 Issue certificates for payments in the value proportionate to the amount of the Contract and the Contractor's Schedule of Values, of work performed and products delivered to the place of the Work.
- .26 Determine the date of Substantial performance of the work. Issue the Substantial Performance certificate. Perform a substantial completion review site visit.
- .27 Verify the validity of the Contractor's application for final payment and issue a certificate of final payment.
- .28 Serve as the "Consultant" as per the CCDC 2 Stipulated Price Contract Agreement inclusive of the Supplementary Conditions between the Owner and the Contractor.
- .29 Maintain a history file, which consists of:
  - .a All RFI, SI, CCN, CO, submittal/ shop drawing tracking logs.
  - .b All RFI's, SI's, CCN's, and CO's.
  - .c All reviewed and approved submittals and shop drawings.
  - .d QA/QC documentation.
  - .e Daily logs.
  - .f Site Observation Review reports.
  - .g Site photos.
  - .h Issued for Construction drawings, redline drawings, and as-builts.
  - .i Payment certificates with corresponding Contractor monthly progress claims and invoices.
  - .j Key communications.
- .30 Chair, prepare agendas, and issue minutes for construction kick-off meeting, weekly recurring meetings, and other meetings as needed.
- .31 Develop and maintain an exhaustive list of all contractor submittals (administrative, technical, and other), tracking submission dates, review dates, resubmission dates, and approval dates.

A non-exhaustive list of required deliverables for this phase is provided below:

- .1 Continuously updated submittal tracking sheet
- .2 Payment certificates
- .3 CCNs, COs, and SIs as needed, as well as relevant CCN, CO, and SI tracking logs
- .4 Agendas and minutes for all construction progress meetings.
- .5 Site observation report for each milestone visit. Report format and contents to be submitted/proposed by the consultant for City review and approval prior to conducting any milestone visits.
- .6 Deficiency review report and substantial completion certificate upon confirmation that all noted deficiencies have been corrected
- .7 Final approved As-Built drawings
- .8 Complete project history record file

**7. SCHEDULE**

**7.1 Timelines**

The Proponent must satisfy the general timelines identified below for the work.

*Table 3 – Project Schedule*

Milestone	Date
Project Kick-Off Meeting	May 5, 2023
Stakeholder Engagement Meeting	May 12, 2023
Submission of draft Background Information Report	June 2, 2023
Submission of final Background Information Report	June 16, 2023
Completion of due diligence studies	July 31, 2023
Submission of Site Investigations Package (draft)	August 14, 2023
Submission of 33% Design Package	August 31, 2023
Submission of Site Investigations Package (final)	August 31, 2023
Submission of 66% Design Package	October 13, 2023
Submission of 99% Design Package	November 3, 2023
Submission of 100% Design Package	November 17, 2023

Submission of draft IFT Package	November 17, 2023
Submission of final IFT Package	December 8, 2023
City approval of 2024 budget, direction to proceed to construction phase (anticipated)	January 1, 2024
RFT issuance for contractor procurement (Tentative)	January 11, 2024
Contractor contract award (Tentative)	March 14, 2024
Substantial completion (Tentative)	November 30, 2024
Project Completion/Closeout (Tentative)	December 21, 2024

**7.2 Submission Requirements**

Proponent to prepare project schedule in the form of a Gantt chart. The schedule is to include dates for the commencement and completion of each major element of the work from project kickoff to construction completion, as per the requirements of Table 3. The key elements of the schedule will detail the various assignment milestones. The schedule will form the baseline for the assignment. The consultant must illustrate a construction schedule that shows the phasing of temporary facility erection, existing facility demolition, and new facility construction as it relates to the City’s ongoing management of the facility as the project is underway. Long-lead items that may affect the construction schedule should also be shown in the schedule.

The schedule will form part of the contract documents. Changes to the project schedule must be approved by the Project Manager by means of a change order. A revised schedule must be submitted describing the approved changes.



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
 DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
 2023-RFP-039



### APPENDIX A – COST SUBMISSION FORM

Proponent's Name:

---

Proponent's Address:

---

Proponent Email/ Telephone:

---

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

Provisional scope items identified below are subject to the approval of the 2024 capital budget by City Council. The Proponent is required to submit pricing based on work being performed in 2024. The Proponent also agrees to hold their provision price until which time City Council has confirmed approval of the project under the 2024 capital budget. Pricing for these items shall be included in the financial evaluation of proposals.

**Table A1** Fee Table

TASK	FEE
<b>6.1 Assessment/Investigation – Fixed Fee</b>	
1. General – Project Management, Coordination, and Administration	\$
2. Stakeholder Engagement and Requirements Gathering	\$
3. Background Information Report	\$
4. Site Investigations Package – Site Survey including travel disbursements and expenses	\$
5. Site Investigations Package – Designated Substance Review <b>(Provisional)</b>	\$
6. Site Investigations Package – Phase I ESA <b>(Provisional)</b>	\$
7. Site Investigations Package – Geotechnical Investigation <b>(Provisional)</b>	\$
8. Site Investigations Package – Travel Disbursements and Expenses <b>(Provisional Items)</b>	
a. Round Trip Flights	\$
b. Hotel Accommodations	\$
c. Per Diem Meal Allowance	\$



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR**  
**DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
 2023-RFP-039



6.1 Subtotal:	\$
<b>6.2 Detailed Design – Fixed Fee</b>	
8. General – Project Management, Coordination, and Administration	\$
9. 33% Design Package Deliverables	\$
10. 66% Design Package Deliverables	\$
11. 99% Design Package Deliverables	\$
12. 100% Design Package Deliverables	\$
13. Development Permit Package Deliverables	\$
14. Preparation and Submission of Building Permit Application	\$
6.2 Subtotal:	\$
<b>6.3 Construction Procurement (Provisional) – Fixed Fee</b>	
15. General – Project Management, Coordination, and Administration	\$
16. IFT Package Deliverables	\$
17. Procurement Services	\$
6.3 Subtotal:	\$
<b>6.4 Contract Administration and Site Inspection Services (Provisional) – Time &amp; Materials</b>	
18. General – Project Management, Coordination, and Administration	\$
19. Remote/Virtual Contract Administration Services (basis on 2 hours per week x 32 weeks, total 64 hours)	\$
20. Remote/Virtual Part-Time Site Inspection Services (basis on 5 hours per week x 32 weeks, total 160 hours)	\$
21. Remote/Virtual Engineering Technical Support Services (basis of 3 hours per week x 32 weeks, total 96 hours)	\$
22. 6 Milestone Site Visits (16 onsite hours per visit)	\$
23. 6 Milestone Site Visits – Documents and Reporting	\$
24. Substantial Completion – Documents and Reporting	\$
25. Travel Disbursements and Expenses	
a. Round Trip Flights (6 trips)	\$
b. Hotel Accommodations (6 trips, 2 days per trip)	\$



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
 DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
 2023-RFP-039



<i>c. Per Diem Meal Allowance (6 trips, 2 days per trip)</i>	\$
26. As-Built Record Drawings	\$
27. Project Closeout/Permanent Record File	\$
6.4 Subtotal:	\$
<b>SUMMARY</b>	
<b>6.1 subtotal</b>	<b>\$</b>
<b>6.2 subtotal</b>	<b>\$</b>
<b>6.3 subtotal</b>	<b>\$</b>
<b>6.4 subtotal</b>	<b>\$</b>
<b>OVERALL SUBTOTAL:</b>	<b>\$</b>
<b>Applicable Taxes (GST):</b>	<b>\$</b>
<b>TOTAL (INCLUDING GST):</b>	<b>\$</b>

Costing provided in the table below will be used for the purpose of awarding additional fees at the City's request if needed during the project.

Item	Description	Qty	Unit	Unit Price	Total
<b>Additional Site Visit</b>					
1.	Site activities	5	12-hour workday	\$	\$
2.	Travel expenses	1	2-way trip	\$	\$
3.	Accommodations	5	Day	\$	\$
4.	Per diem, vehicle rental, and gas	5	Day	\$	\$
5.	Additional borehole	1	Borehole	\$	\$



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR**  
**DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
 2023-RFP-039



Fees for changes to the work shall be as agreed upon prior to the commencement of services for the change as set out under the contract. For additional work, the proponent shall use the rates detailed below.

POSITION	TEAM MEMBER	Hourly Rates (\$/hr.)
Principal/Project Sponsor		
Project Manager		
Project Engineer		
Contract Administrator		
Site Inspector		
Designer		
Communications Specialist		
Administrative Staff		
Junior Engineer		

Consultant to add positions as necessary. Each discipline shall provide names for each position as necessary.

**END OF APPENDIX A**



## APPENDIX B – SUPPLEMENTARY CONDITIONS

Amend the General Conditions as follows:

Add SC1 Confidentiality

SC 1 Confidentiality

- .1 The Consultant and the Consultant's employees and sub-Consultants shall not use, copy, disclose or otherwise communicate and information not available to the general public that was gained by them in the course of their duties related to this Contract, except as is necessary in the proper discharge of those duties. This obligation survives the Contract.
- .2 All information provided by the Consultant is subject to the disclosure and protection provisions of applicable freedom of information and privacy legislation. Such Act allows any person a right of access to records in the Client's custody or control, subject to limited and specific exceptions.

Add SC2 Conflicts of Interest

SC 2 Conflicts of Interest

The Consultant and the Consultant's employees:

- .1 shall conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;
- .2 shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests. Any communication with the City's elected officials before contract award shall result in disqualification of the Proponent.
- .3 shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly, or indirectly with the performance of their duties relating to this Contract, that causes, or would appear to cause, a conflict of interest, and
- .4 shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Consultant shall promptly declare it to the Client.



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR**  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE  
2023-RFP-039



Add SC3 Project History File

SC 3 Project History File

- .1 All project documentation shall be considered deliverables and shall form the core of the Project History File. A project history file is to be submitted to the Client prior to project closeout. It is the Consultants responsibility to ensure that the requirements for all deliverables be applied to all sub-consultants and vendors.
- .2 All supporting and originating data (calculations, graphs, data, pictures, drawings checks, tables, etc.) that are developed and incorporated into the deliverable documentation shall be included in Project history file.
- .3 All data collected as part of the Project and relating to the deliverables that have been organized into database tables and spreadsheets shall be included electronically as supporting data for the deliverable. This information will be incorporated into the project history file
- .4 The project history file will be submitted electronically in a logical file folder structure.

**END OF APPENDIX B**



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
2023-RFP-039



**APPENDIX C – SUB-CONSULTANT LIST**

The Proponent will engage and fully coordinate the work of the following sub-consultants listed to deliver the work:

**Table C1** List of subconsultants

<b>Consultant Name</b>	<b>Project Office Address</b>	<b>Discipline</b>

**END OF APPENDIX C**



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
2023-RFP-039



**APPENDIX D – INFORMATION PROVIDED BY THE CITY**

This schedule forms part of the contract for consulting services for the Dog Pound Building and Recreation & Parks Storage. The City will provide the following information to the Consultant:

- .1 Municipal Design Guidelines, City of Iqaluit – 2015
- .2 Good Building Practices Guideline, Government of Nunavut – 2020

**END OF APPENDIX D**



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
2023-RFP-039



## APPENDIX E – CITY OF IQALUIT SERVICES AGREEMENT

BETWEEN: THE MUNICIPAL CORPORATION OF THE CITY OF IQALUIT  
(hereinafter referred to as the "CITY OF IQALUIT")  
OF THE FIRST PART

AND: <INSERT CONSULTANT NAME>  
(hereinafter referred to as the "Consultant")  
OF THE SECOND PART

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

AND WHEREAS the Consultant has agreed to provide such services to the CITY OF IQALUIT in its proposal dated <insert proposal date>;

AND WHEREAS the CITY OF IQALUIT and the Consultant wish to set out the terms and conditions relating to the provision of such services;

THEREFORE the CITY OF IQALUIT and the Consultant agree as follows:

### 1. SERVICES AND PAYMENT

- 1.1 The Consultant agrees to provide to the CITY OF IQALUIT those services set out in the job description and scope of work provided on <insert proposal date>. A copy of the proposal is attached as Appendix "A".
- 1.2 The CITY OF IQALUIT agrees to pay for the services described above, a total amount not greater than <insert proposal amount>, for the provision of professional services based on the Proposal dated <insert proposal date>.

### 2. TERM

- 2.1. This Contract shall commence on the <insert contract start date> and terminates on the <insert contract termination date> unless otherwise terminated in accordance with the provisions of this Contract.

### 3. NOTICE AND ADDRESS

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



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
2023-RFP-039



i) If, to the CITY OF IQALUIT:

Rod Mugford  
Chief Administrative Officer  
City of Iqaluit  
P.O. Box 460  
Iqaluit, NU  
X0A 0H0  
Fax: 979-5653

Reference:

ii) If to the Consultant at:

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

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

#### 4. COMPLETE AGREEMENT

4.1 This Contract and its attachments constitute the complete Contract between the parties. Except as provided herein, it supersedes and shall take effect in substitution for all previous agreements. It is subject to change only by an instrument executed in writing by the City.

4.2 If this Contract arises from a request for proposals or tender call, the provisions of the request for proposals or tender call and the Consultant's bid or proposal submission are incorporated into this Contract and may be used to clarify, explain or supplement this Contract, but shall not be used to contradict any express terms of this Contract.

4.3 In the event of a conflict between this Contract, the Consultant's bid or proposal submission, and the City's original tender bid instructions or Request for Proposals, the more recently prepared document shall govern to the extent of such inconsistency.

#### 5. GENERAL TERMS

5.1 Any information obtained from or concerning any department of the CITY OF IQALUIT or clients of any department of the CITY OF IQALUIT, by the contractor, its agents or employees in the performance of any contract shall be confidential. The Consultant shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the CITY OF IQALUIT and in the possession of or under the control of the Consultant. This clause survives the termination of this contract.



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
2023-RFP-039



- 5.2 Time shall in every respect be of the essence. The Consultant shall deliver the services specified in the contract and according to the project schedule on costs. The CITY OF IQALUIT may grant reasonable extensions to the Consultant for delays, if the Consultant can show those delays were caused by circumstances beyond the control of the Consultant.
- 5.3 The Consultant is an independent Consultant with the CITY OF IQALUIT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the CITY OF IQALUIT and the Consultant. The Consultant is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation and the Nunavut Payroll Tax.
- 5.4 This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 5.5 No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 5.6 The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 5.7 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Consultant in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the Property") shall vest in the CITY OF IQALUIT and the Consultant hereby absolutely assigns to the CITY OF IQALUIT the copyright in the property for the whole of the term of the copyright. The Consultant shall not be responsible for any loss or damage suffered by the City of Iqaluit or any third parties resulting from any unauthorized use or modification of the property, errors in transmission of the property, changes to the Property by others, the consequences of design defects due to the design of others, or defects in contract documents prepared by others, and the City of Iqaluit agrees to defend, indemnify, and hold the Consultant harmless from and against all claims, demands, losses, damages, liability and costs associated therewith. Subject to the foregoing, the Property may be relied by the City of Iqaluit for design and construction work undertaken by other parties with respect to the Services provided that such parties verify the accuracy and completeness of the Property to their satisfaction.
- 5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 5.9 This contract may be extended by the written consent of the parties.
- 5.10 The CITY OF IQALUIT may delegate any of its authority and undertaking pursuant to this contract to any employee or contractor the CITY OF IQALUIT by notice in writing to the Consultant.
- 5.11 This contract shall ensure to the benefit of and be binding on the respective administrators, successors and assignment of each of the parties hereto.



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
2023-RFP-039



6. CONSULTANT RESPONSIBILITIES

- 6.1 The Consultant shall indemnify and hold harmless, the CITY OF IQALUIT, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the negligent acts, errors, or omissions of the Consultant under this contract.
- 6.2 The Consultant shall be liable to the CITY OF IQALUIT for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Consultant for use in connection with the contract if such loss or damage is attributable to the negligence or deliberate acts of the Consultant or its employees or agents.
- 6.3 If, in the opinion of the CITY OF IQALUIT acting reasonably, the Consultant is in default in respect of any obligation of the Consultant hereunder, the CITY OF IQALUIT may rectify such default and pursue a claim against the Consultant for any direct costs associated with any such remediation, including a reasonable allowance for the use of the CITY OF IQALUIT's own employees or equipment.
- 6.4 The Consultant may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the CITY OF IQALUIT. In the case of a proposed assignment of monies owing to the Contractor under this contract, the consent in writing of the CITY OF IQALUIT must be obtained.
- 6.5 The Consultant shall keep proper accounts and records of the services for a period of 3 years after the expiry or termination of this agreement. At any time during the term of this contract or during the three years following the completion or termination of this agreement, the Consultant shall produce copies of such accounts and records upon the written request of the CITY OF IQALUIT.
- 6.6 The Consultant shall notify the CITY OF IQALUIT immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the services under this contract.
- 6.7 If at any time the Consultant considers their estimates indicate costs will exceed the project budget, they will immediately advise the City of Iqaluit. If in the opinion of the City of Iqaluit, acting reasonably, the excess is due to design, costs factors or matters under the control or reasonably foreseeable by the Consultant, the CITY OF IQALUIT may require the Consultant to do everything by way of revision of the design to bring the cost estimate within the project budget. Costs of completing such revisions shall be based upon a level of compensation reasonably appropriate to the circumstances, including the reason for the revisions.
- 6.8 Except as required in the performance of services set out in this agreement, the Consultant must maintain as confidential all data and information made available to the Consultant, the CITY OF IQALUIT, or any other parties which is generated by or results from the Consultant's performance of the Services described in this Contract. All such data and information is the property of the City of Iqaluit. This clause shall survive the termination of the Contract.

7. TERMINATION



- 7.1 The CITY OF IQALUIT may terminate this contract at any time upon giving written notice to this effect to the Consultant if, in the opinion of the CITY OF IQALUIT, the Consultant is unable to deliver the service as required, the Consultant's performance of work is persistently faulty, in the event that the Consultant becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labor dispute delays or threatens to delay timely performance of the contract or the (Consultant Contractor) defaults or fails to observe the terms and conditions of the contract in any material respect.
- 7.2 This contract shall terminate as of the day for termination set out in the written notice and the Consultant shall forthwith invoice the CITY OF IQALUIT for work performed to the date of termination.
- 7.3 Any invoice submitted by the Consultant pursuant to clause 7.2 shall be reviewed by the CITY OF IQALUIT to assess the amount which is properly due and owing for work done by the Contractor prior to termination.

## 8. FINANCIAL

- 8.1 The CITY OF IQALUIT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Consultant without penalty, expense or liability, if in the opinion of the Contracting Authority, the Consultant has failed to comply with or has in any way breached an obligation of the consultant. Any such hold back shall continue until the breach has been rectified to the satisfaction of the CITY OF IQALUIT.
- 8.2 The CITY OF IQALUIT may set off any payment due the Consultant against any monies owed by the Consultant to the CITY OF IQALUIT.
- 8.3 The City of Iqaluit will pay the Goods and Services Tax (GST).
- 8.4 Provided all terms and conditions on the part of the Consultant have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later.
- 8.5 The CITY OF IQALUIT may, in order to discharge lawful obligations or to satisfy lawful claims against the Consultant or a Subconsultant arising out of the execution of work, pay any amount, which is due and payable to the Consultant under the contract, if any, directly to the obligee of and the claimants against the Consultant or Subconsultant.

## 9. INSURANCE AND LIABILITY

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

- 9.2 In no event will either party be liable to the other party for indirect or consequential damages including without limitation loss of use or production, loss of profits or business interruption.
- 9.3 The Consultant shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:
- a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Consultant or any sub-consultant, or due to unsafe working conditions, then such levy or assessment shall be paid by the Consultant at its sole cost and is not reimbursed by the CITY OF IQALUIT.
  - b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Consultant's employees engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (d) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
  - c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Consultant and used by the Consultant in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
  - d) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:
    - Products & Completed Operations Liability \*
    - Consultant's Protective Liability
    - Blanket Contractual Liability
    - Broad Form Property Damage
    - Personal Injury Liability
    - Cross Liability
    - Medical Payments
    - Non-owned Automobile Liability \*
    - Contingent Employers Liability \*
    - Employees as Additional Insureds \*
  - e) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the

*\*WHERE APPLICABLE*



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR**  
**DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
 2023-RFP-039



annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.

All policies shall provide that thirty days written notice be given to the CITY OF IQALUIT prior to any cancellations of any such policies.

The Comprehensive General Liability Insurance policies shall name the CITY OF IQALUIT and any permitted sub-consultants as additional insureds only with respect to the terms of this contract and shall extend to cover the employees of the insureds hereunder.

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

The Consultant shall deposit with the CITY OF IQALUIT prior to commencing with the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the CITY OF IQALUIT and with insurance companies satisfactory to the CITY OF IQALUIT.

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

FOR THE CITY OF IQALUIT:

FOR THE CONSULTANT:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**END OF APPENDIX E**



REQUEST FOR PROPOSAL  
**FOR THE PROVISION OF CONSULTANT SERVICES FOR  
DOG POUND BUILDING AND RECREATION & PARKS STORAGE**  
2023-RFP-039



**APPENDIX F – SIGNING SHEET**

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

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

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

Signer must have authority to bind the company.

Signed, and delivered at this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

---

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

---

Legal Company Name

---

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

---

Name: Print or Type

---

Title

---

Email

---

Telephone #

**END OF APPENDIX F**

**END OF RFP**