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| Project: | 2023-RFP-046 720080 – Apex Cemetery Expansion | | |
| Addendum No. | 1 | No. of Pages: | 2 |
| Date: | April 21, 2023 | Doc. No: | P7201-868043652-41(1.0) |

The following change(s) in the Request for Quotation Documents are effective immediately. This Addendum forms part of the Contract Documents.

Part 2 – Instructions to Proponents: Section 2.8 – Intended RFP Process Schedule

See table below with updated RFP and project dates.

| Milestone | Date |
|----------------------------------|----------------------------|
| Issue RFP | April 6, 2023 |
| Last Day for Proponent Questions | April 27, 2023 at 3 PM EST |
| Last Date for Issue of Addendum | April 28, 2023 |
| RFP Closes – Submission Deadline | May 4, 2023 at 3 PM EST |
| Contract Award | June 16, 2023 |
| Project Kick-Off Meeting | June 23, 2023 |

Clarifications

- Q1.** We've reviewed the RFP and sample Agreement. Would the City of Iqaluit be willing to negotiate some or all of the conditions below prior to signing a final agreement with the consultant?
- Section 5.7 - Ownership of concepts, methods, processes, etc.
 - Section 6.1 - Indemnity extending to third parties which the consultant may have little to no control over.
 - Section 9.1 - Limit of liability amount
 - Section 9.3 - Language of insurance requirements (e.g. CGL and Owned Auto amounts, also "not less than" language which could result in ambiguity)
 - Section 5.2 - What situations might actually constitute a breach of contract.
 - Defining "Standard of care".
- A1:** The City has been agreeable to amending some terms of the service agreement in the past. It is unknown if changes to the terms would be acceptable for this project. As such, proponents shall assume that the standard service agreement will be applied for this contract.

Q2. We have the following questions regarding specific agreement terms:

- 9.3 (b) - We carry employer's liability coverage as part of our CGL policy. Is this sufficient?
- 9.3(c) - Is water craft and snow craft liability coverage required for this project?

- A2:**
- 9.3 (b): Yes.
 - 9.3 (c): No.

Q3. Section 6.2.8 of the deliverables in the RFP states that "The consultant shall also be prepared to speak to the public about the project and respond to inquiries received from the public at the discretion of the City". Can the City clarify if the consultant is expected to present this information in person or virtually, and can assumptions be provided for how many of these public meetings will occur that we are expected to attend?

A3: Assume that presentations will be made virtually. Assume that there will be one (1) public meeting as well as inquiries received in text and to be responded to in text.

Q4. Section 6.1.3 of the deliverables includes completing a topographic survey of the existing Apex cemetery, however, Appendix D includes an as-built survey completed in November 2021 by Tower Arctic Ltd. Can this survey information be used in place of completing a new topographic survey of the existing cemetery? Does the City anticipate that the topography of the Cemetery has changed since November 2021?

A4: It is unknown if the topography has changed, or to what extent it has changed. The intent of the survey is to have the consultant gather enough information on the expansion area and the perimeter of the developed area in order to adequately inform the design.