REQUEST FOR PROPOSAL

FOR THE PROVISION OF CONSULTANT SERVICES FOR

LTWP – WTP BACKUP GENERATOR

PROPOSAL CALL: July 3, 2025

PROPOSALS DUE: July 24, 2025 – 3:00 PM EST local Iqaluit time

2025-RFP-007

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1. PROJECT OVERVIEW

The City is seeking to retain a Consultant to provide Detailed Design services for the **LTWP – WTP Backup Generator** project. The Consultant's team will be retained to provide technical and professional engineering consultant 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 (RFP) 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 for a total of 43.0 cm of precipitation. The prevailing winds are northwest at 16.7 km/hr.

1.1.4 City Growth and Population

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

City/Client/Owner	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.
City Representative	means the individual, assigned to the Project, who will be representing the City.

City Website	means www.iqaluit.ca.
Class A Estimate	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.
Class B Estimate	means an estimate that is accurate within +/- 15% and is based on a 66% design development.
Class C Estimate	means an estimate that is accurate within +/- 20% and is based on a 33% design development.
Class D Estimate	means an estimate that is accurate within +/- 30% and is based on conceptual design sketches.
Closing Time	means the time set out in paragraph B.7.
Contractor	means the entity who will be providing construction services to perform the work.
Service Contract	means the executed agreement between the City and the Consultant for Professional Services.
Evaluation Committee	means a committee appointed by the City in order to evaluate all submitted proposals in order to determine a preferred proponent.
Preferred Proponent	means the company or firm that has been selected by the City's Evaluation Committee and who will initially discuss the contract arrangements based upon acceptance of the proponent's proposal.
Consultant	means the Consultant who will provide the technical and professional services defined in the Request for Proposal.
Professional Services	means the technical and professional services to be provided by the Consultant for this contract.
Project	means the **LTWP – WTP Backup Generator**.
Project Manager	means the Project Manager assigned by the City, who will be responsible for managing the execution of the Project.
Project Team	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.
Proponent	means a company or firm intending to submit a Proposal and from whom a Proposal submission was received.
Proposal	means the document submitted in response to the Request for Proposal.
Supplementary Conditions	means the Supplementary Conditions forming APPENDIX B.

This contract	means the Consultant contract for which this Request for Proposal is issued.
User group	means the City or the users of the facility for which the City is responsible.

1.3 PROJECT SCOPE

The City of Iqaluit is undertaking upgrades to the Water Treatment Plant (WTP) to improve system resiliency during utility power outages through the installation of a new backup power generation system. The project includes the assessment, design, and implementation of a generator and automatic transfer switch system to support critical WTP components. The generator will be sized accordingly based on site-specific demand and integrated into the existing electrical, mechanical, and SCADA infrastructure. The project aims to ensure uninterrupted operations at the WTP during power loss events and minimize operational downtime.

The City of Iqaluit is seeking a design consultant to deliver consultant services to deliver, as further described under this Request for Proposal, the following phases:

- **Phase I – Proof of Concept Report 10%** – The Consultant will be tasked with delivering a proof-of-concept report (10%). Proof of concept report consists of two (2) pages which include: project scope and objectives, project design and approach, preliminary risk assessment and mitigation, project schedule with a critical path, risk register, adjacent/overlapping/growth projects (if applicable), and virtual workshop meeting with the City.

- **Phase II – Preliminary Engineering Report** – The Consultant will be tasked with delivering a preliminary design (30%) and report with a class D cost estimate. This will include confirming the basis of design. The Preliminary Engineering Report will provide a basic overview for the project, with the Consultant delivering a virtual presentation to describe the key aspects of the design submission.

- **Phase III – Detailed Design 100%** – Following City feedback on the Preliminary Engineering Report, the Consultants will be required to advance design drawings, reports, class A cost estimates and specifications at 100% detailed design. This phase will also include a risk register, advanced description of process control philosophy and final virtual presentation.

- **Phase IV – Tendering Support** – Consultant will be tasked with responding to bidder technical clarifications, tender analysis and providing IFC drawings.

- **Optional Phase V – Contract Administration, Site Inspection and Engineering Support Services** – Following City approval to proceed, the Consultant will be responsible for quality audit, site inspection, reviewing and approving commissioning and safety plans along with technical support. Summary reports of the site, as-builts, quantities and general progress will be required at specified intervals as well as contract administration such as RFI's, CO's and general upkeep of records.

- **Optional Phase VI – Closeout Phase** - The close out phase will have the consultant complete contract administration services including one "end of warranty site visit", monthly reports, record drawings and any closeout forms/checklists for overall project closure.

All design deliverables and milestones must be approved by the City prior to continuation on the next design deliverable. Therefore, there will be hold points at the 30% and 100% design milestones.

2. INSTRUCTIONS TO PROPONENTS

2.1 SUBMISSION

Proponents must submit their proposals by electronic submission (PDF format), through MERX before the indicated in section 2.7. MERX can be accessed via the following website link – https://www.merx.com/. Proponents must address proposals to:

City of Iqaluit

Att: Kevin Kerr, P.Eng.
Director of Engineering and Capital Projects
100-1085 Mivvik Street
Iqaluit, Nunavut, X0A 3H0

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* – **2025-RFP-007** / **LTWP – WTP Backup Generator** – *Proponent Name"*
Financial Submission:	"*FINANCIAL PROPOSAL* – **2025-RFP-007** / **LTWP – WTP Backup Generator** – *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.

2.2 INQUIRIES

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

Richard Sithole
Senior Project Manager
Colliers Project Leaders

Email: Richard.sithole@colliersprojectleaders.com

Abdalla Ambar
Assistant Project Manager
Colliers Project Leaders

Email: Abdalla.ambar@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 is indicated in Section 2.7.

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. Proponents will not be provided with direct notice of any written addendum issued by the City. The only way this RFP may be added to, or amended in any way, is by a formal written addendum issued by the City. 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.

2.6 VALIDITY OF OFFER

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

2.7 INTENDED RFP PROCESS SCHEDULE

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

***Table 1** – RFP Process Schedule*

Milestone	Date
Issue RFP	July 3, 2025
Last Day for Proponent Questions	July 17, 2025 – 3:00 PM EST
RFP – Submission Deadline	July 24, 2025 – 3:00 PM EST local Iqaluit time
Evaluation and Determination of Preferred Consultant	August 12, 2025
Approvals, Notice of Contract Award, and Notice of Regret	September 12, 2025
Contract Creation/ Circulation for Signatures	September 17, 2025
Project Kick-Off Meeting	September 22, 2025

3. PROPOSAL REQUIREMENTS

Proponent submissions should be prepared in sections, with the content of each section as specified below together with the evaluation/scoring weighting per basis for each section. Concise submissions which address the section requirements are required. 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.

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 in 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.

This section will be limited to one (1) page single-sided.

3.1.2 Section B – Reference Projects (15 points)

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

1. Water Treatment Plant Construction and/or Upgrades to existing operational Water Treatment Facilities
2. Design and Installation of Onsite Backup Power Systems
3. Northern/Arctic Design & Construction Experience
4. Construction Contract Administration and Site supervision

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, a brief description of the project/assignment, and how the project tasks and activities and services provided relate to the scope described in this Request for Proposal. For each project, list the team members involved on the project and their roles as it relates to the team members listed in the Proposal. 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.

This section will be limited to three (3) pages single-sided.

3.1.3 Section C – Work Plan (20 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. It is crucial that the schedule is realistic and appropriate to ensure efficiency, productivity, and client satisfaction. 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 the project.

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

This section will be limited to five (5) pages single-sided.

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, process control engineers and all other team members and disciplines required to carry out the work) 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 (35 points)

Provide an organizational chart describing the Proponent's Project Team for the assignment, which includes all positions and personnel on the project. 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:

Name;

1. Corporate affiliation;
2. 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
3. List any reference projects provided in Section B (do not provide project details) and describe the individual's role on each of the projects.

Include all resumes as an appendix to the proposal. 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.

Project Manager (10 points): This position is designed for an experienced project manager with the ability to perform in a management capacity, excellent written and oral communications skills, and a thorough knowledge of industry practices and regulations are also required. This person will be the single point of contact for the City. In addition, must be knowledgeable of current technology and how it can be effectively utilized on the project. Provides direction and management for every phase of the project to assure on-schedule completion within or below budget and in accordance with contractual obligations. The Project Manager must be capable of managing a project or program valued up to $10 million in total installed cost. Minimum requirements include:

- Bachelor's degree in engineering from an accredited university
- 15 years of verifiable experience in applicable projects
- Prior experience in contracts management and risk management of projects valued at $5 million and above
- Prior experience working with municipal, provincial, and federal government agencies
- Knowledge of government laws, regulations and permitting processes with regulatory bodies and coordination with external stakeholders as it relates to the specified scope of work
- Registered as a Professional Engineer in a Canadian jurisdiction
- PMP certification preferred

Lead Engineers (10 points): This position is designed for a professional engineer with extensive experience in the design and implementation of water treatment system upgrades, particularly in remote and northern environments. The Lead Engineers will be responsible for the overall design integrity, coordination with City staff, and technical oversight through the project lifecycle, from preliminary design through to tendering, construction support and commissioning. Minimum requirements include:

- Four (4) Lead Engineers for each of the following disciplines are required:
    - Civil
    - Mechanical
    - Electrical
    - SCADA
- Bachelor's degree in a field of study applicable to the project
- 15 years of verifiable experience in applicable projects
- Strong communication, logging, and reporting skills
- Registered as a Professional Engineer in a Canadian jurisdiction
- Strong technical background in mechanical/electrical integration, instrumentation and controls integration, and general understanding of water treatment facilities.

The remaining fifteen (15) points will be allocated to the evaluation of the additional team members submitted as part of the proponent's team. This section will be limited to three (3) pages single-sided.

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 (15 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. 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 per diem rates established by the National Joint Council for the Territory of Nunavut. The Proponent will be responsible for transportation requirements to and from the City and must include this in their fee proposal for expenses and disbursements. All travel expenses and 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.

Proponent fees and staff charge rates shall include all miscellaneous project expenses such as printing, copying, plotting, film, presentation materials, courier, computers, field equipment, cell phones, office supplies, etc. The City will not pay for any flat rate administration charges on top of invoices and there will be no mark-up allowed for any sub-consultant fees. Proponents shall assume 2-week turnaround times for all submittals to the City with these considered as hold points and any design work progressed during this time is at the Proponents risk. Any other financial qualifications which are not priced within the proposal may be subject to the Proponent being disqualified.

Additional fees for annual inflation will not be entertained. Proponents shall ensure annual staff rates presented in the financial proposal cover any escalation and inflation costs.

The Financial Submission shall also include a cash flow forecast for the entire duration of the project.

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 internal discussions.

4.2 EVALUATION STAGES

Proposals will be evaluated in four stages for the purpose of selecting a Preferred Proponent:

4.2.1 Evaluation of Mandatory Criteria

Proposals that do not meet the mandatory criteria will be rejected (Refer to Section 4.3 below) prior to any Technical Evaluation or Financial Evaluation.

4.2.2 Technical Evaluation – Total Value 85 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% (59.5/85 points) on the Technical Evaluation, in order to qualify for review of the Financial Submission.

4.2.3 Financial Evaluation – Total Value 15 Points

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

A total of 15 points will be awarded on the basis of the financial 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:

$$\textit{Proponent Score} = \frac{\textit{Lowest Financial Offer}}{\textit{Proponent Financial Offer}} \times 15 \textit{ points}$$

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. The City is not required to award the Proponent with the highest overall score and may award a Proponent with a lower overall score.

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;

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 and passes the 70% minimum score on the Technical Evaluation), if in the judgment and discretion of the Evaluation Committee further consideration of the Proposal would not be acceptable as the basis for award considering the Committee's evaluation of the Proponent's Proposal against the 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. The City further reserves the right without liability, cost or penalty, in its sole discretion to disqualify any Proposal before its full evaluation if the Proposal contains qualifications, limitations, rejections, or contradictions to the scope, conditions, and stipulations identified in the Request for Proposals.

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 2 below as a guideline.

***Table 2** – RFP Evaluation Criteria*

EVALUATION CRITERIA	WEIGHTING
Technical Submission	
Section A – Understanding of the Project	10 points
Section B – Reference Projects	15 points

EVALUATION CRITERIA	WEIGHTING
Section C – Work Plan	20 points
Section D – Corporate Qualifications and Experience	5 points
Section E – Qualifications and Experience	35 points
Technical Score Sub-Total:	**85 points**
Financial Submission	
Consultant Fees – Cost Submission Form	15 points
Financial Score Sub-Total:	**15 points**
Total RFP Evaluation Score:	**100 points**

5. TERMS AND GENERAL CONDITIONS

5.1 TERMS AND CONDITIONS

5.1.1 Submission of a Proposal constitutes acknowledgement by the Proponent that it 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 any contract, nor does it limit itself to accepting the lowest price or any Proposal submitted, but reserves the right to award this Proposal in any manner deemed to be in the City's best interest.

5.1.4 Proponents may not amend their proposal after the closing date and time but may withdraw their proposal at any time after sixty (60) days from the closing date of this RFP and prior to acceptance by the City and issuing a Letter of Intent.

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 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.

5.1.13 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.

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

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

5.1.16 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.

5.1.17 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 2.1, 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 3.1.7 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 3.1.7 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 3.1.7 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. Any project deliverables or documents created by the Proponent must be provided in all three (3) official languages of the Territory at the request of the City. The Proponent shall provide complete translations in English, Inuktitut, and French at no additional cost to the City.

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. A description of the work completed.
3. 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.
4. Backup for all disbursements (time sheets may be requested).
5. Updated cash flow expenditure forecast as described in 5.8.
6. Monthly report as described in 5.11.
7. Hours charged are to be summarized and provided as backup.

The Proponent is to update the invoice (as required), as per any comments or feedback received from the Project Manager. 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 15th of every month, for previous months work (e.g. invoice must be submitted by February 15th for work completed up to January 31st).

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 3.1.7 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, balances outstanding, schedule progress (baseline and approved changes), and financial status (original contract value, current contract value, % complete vs. % spent). The Consultant shall also include key high-level risks and issues (including potential mitigations) that have the potential to affect the Consultant's scope of work or the Project's overall objectives. For the Preliminary Design (Phase II) submission and beyond to design completion, the Consultant shall also provide list of all anticipated design drawings for the project, with corresponding percentage complete listed. The Project Status Report is to be submitted to the City's Project Manager.

The schedules for the work efforts in the project will be established, tracked, and controlled through the continuing use and updating of a CPM network scheduling program. This will provide project management staff with the schedule status of each task on a monthly basis and will identify any task which is behind schedule and could adversely affect the overall project schedule.

5.12 CITY OF IQALUIT MUNICIPAL DESIGN GUIDELINES

The City's Municipal Design Guidelines (MDG) are continuously changing and improving. While they should be referenced when developing the design, it is expected that the Consultant shall also reference and apply any and all design guidelines, standards, regulations, and best practices at the Municipal, Territorial and Federal levels as it relates to the specific applications of the project and scope.

6. CONSULTANT SCOPE OF WORK

The City of Iqaluit is seeking to retain a qualified engineering consultant through this RFP to provide comprehensive services for the assessment, design, and engineering support services during implementation of a new backup power generator system. This project aims to ensure reliable and uninterrupted power supply to critical infrastructure during power outages. The project location is presented in Figure 1.

Figure 1: Aerial view of Iqaluit and Project location

Scope and Design Requirements

Purpose: The Iqaluit WTP was constructed in 1962 and underwent major upgrades in 2004. However, at present, the City does not have a backup power generation system. Power outages or similar power loss events inhibit the ability of the WTP to function as intended, namely with respect to the raw water tempering system, UV disinfection system, chlorination systems, and equipment automation. In efforts to increase the resiliency of the system to power loss events and maintain supply of potable water to the community, the City intends to install a backup power generation system to service the components critical to producing treated water.

The Consultant shall:

1. Complete a desktop study of all available City of Iqaluit Municipal Design Guidelines, City planning documents, as-built records, previous reports, and relevant information. This task will include a gap analysis for assessing or identifying any missing information required to complete the work. This task must consider future Water Treatment Plant (WTP) upgrades and power requirements.

2. Provide an agenda for, chair, and minute all meetings that are necessary to be carried out to successfully complete this phase of the work.

3. Design a new standby backup power generator to support critical loads at the Water Treatment Plant (WTP) during utility power outages, ensuring continuous operation of essential systems.

4. Size the generator and transfer switch equipment based on site-specific load measurements and field verification of electrical demand during peak operational periods. See the attached," Load Demand Calculation Report – WTP," for reference on expected loads. The document is for reference only and all design loads should be verified by the consultant.

5. In addition to designing a new backup generator system for the facility, the Consultant shall also confirm whether either of the two (2) used units in the City's possession meet the technical, operational, and code requirements for integration into the proposed design and provide recommendations accordingly.

6. Provide a design of a fully automated transfer switch (ATS) and all associated control systems to ensure seamless switchover between utility and backup power without operator intervention, including interconnection to the automation controls of the plant.

7. Integrate the generator system into the WTP's existing electrical distribution network, including any required upgrades to electrical panels, switchgear, distribution equipment and the City's SCADA system as required.

8. Select a generator fuel source (e.g., natural gas or diesel) suitable for the site's logistical and environmental constraints, and provide a compliant fuel storage system with double spill containment and monitoring provisions, as required.

9. Design the generator installation to minimize noise, emissions, and visual impact, and comply with applicable environmental, safety, and zoning requirements.

10. Locate the generator within or adjacent to existing WTP infrastructure, making optimal use of available space while maintaining clearances for access, maintenance, and ventilation.

11. Design a concrete pad suitable for the future backup generator, including dimensions, load capacity, anchorage details, and compliance with applicable codes and the appropriate environmental conditions.

12. If required, include a geotechnical assessment to confirm subgrade conditions and recommend the appropriate design parameters for the foundation support, insulation, and settlement control of the concrete pad.

13. The backup generator shall be designed to be fully enclosed to withstand Iqaluit's extreme weather conditions, including insulation, heating, and weatherproofing suitable for arctic environments to ensure continuous operation, and maintain accessibility.

14. Provide secondary containment, grounding, ventilation, and weather protection for all generator components in accordance with applicable codes and best practices.

15. Ensure system redundancy and fail-safe operation to minimize the risk of generator failure during a power outage. Include alarms, diagnostics, and manual bypass capabilities as needed.

16. Provide technical support to achieve Electrical Authority Approval

17. Oversee the Factory Acceptance Testing to ensure conformity with the design and applicable standards.

18. Coordinate with the City to schedule system tie-ins and testing during low-demand windows to avoid disruption to community water supply. Maximum allowable downtime during commissioning is 6 hours.

19. Conduct all necessary site investigations and field assessments following award to confirm assumptions, finalize system sizing, and confirm constructability.

20. Complete all design and construction support services in compliance with the City's standards, applicable electrical codes, and regulatory requirements, including the Canadian Electrical Code and local utility interconnection standards.

21. Ensure completion of all design-related services, submission of tender ready documents and completion of tender assistance, by January 13, 2026.

22. Proponents must be aware of any potential adjacent projects that may impact the design. The proponent must include this in their risk register and seek clarification from the Owner.

23. Attend project kickoff meeting.

24. Evaluate existing electrical infrastructure to ensure compatibility with the new generator. This includes assessing current load capacities, wiring, and connection points.

25. Determine the size and capacity of the generator based on a detailed analysis of the plant's operational requirements and the critical equipment that must remain functional during power outages. This includes:

    a. Assessing peak load demands to ensure the generator can handle maximum power requirements.

    b. Evaluating redundancy needs to provide backup power for essential systems.

    c. Considering future scalability to accommodate potential expansions or increased power demands.

26. Assess and recommend the best fuel type for the generator, considering site operations and environmental factors. Natural gas or diesel.

27. Assess and recommend the best Automatic transfer switch type based on the existing infrastructure and existing automation technology on site

The Consultant will be responsible for validating the design assumptions presented in the Indicative Design Report, confirming equipment sizing and layout feasibility, and advancing the design to construction-ready documentation. This includes preparation of a Proof-of-Concept Report (10%), Preliminary Engineering Report (30%), Design Development Submission (100%), and final As-Built Documentation. The Consultant will request and coordinate engagement with regulatory agencies as required through the City.

Project Phases

The Project is comprised of the following phases:

1. Proof of Concept Report (10% Submission)
2. Preliminary Engineering Report (30% Submission)
3. Design Development (100% Submission)
4. Construction Procurement Phase
5. Construction Phase
6. Closeout

6.1 Phase I – PROOF OF CONCEPT REPORT (10% Submission)

Purpose: Proof of Concept Report demonstrate the feasibility of the solution and approach, identifies early project risks, establishes a baseline, and supports project planning.

The Consultant shall:

1. Attend project kickoff meeting.
2. Review of background documents including previously completed studies and concepts.
3. Attend Project Meetings:

Allow for one (1) virtual Phase Deliverable(s) Presentation / Review Meeting for this phase of the project with design leads as necessary. Complete updates to design documentation following receipt of stakeholder comments.

Proof of Concept Report:

The proof of concept should consist of a two (2) page report which should include the following:

- Project scope and objectives
- Project design and approach
- Preliminary Risk Assessment & Mitigation
- Project Schedule with a Critical Path
- Risk Register
- Adjacent/Overlapping/Growth Projects (If applicable)
- Virtual Workshop Meeting with the City
- The consultant shall include in the report details for:

- Evaluating the preferred location by the City to ensure it is viable and conforms to design requirements
- The recommended size and capacity of the backup generator.
- The recommended type of ATS.
- Any other recommended upgrades to ensure compatibility with the new backup generator and enhance overall system reliability.

Required deliverables for this phase is provided below:

1. Proof of Concept Report (10% Submission Milestone)
2. Meeting Minutes
3. Phase Deliverable(s) Virtual Presentation

6.2 Phase II - PRELIMINARY ENGINEERING DESIGN STUDY

Purpose: Preliminary Engineering Report defines the project scope and objectives, evaluate existing conditions, and include the updated 30% level design drawings and specifications, preliminary Bill of Quantities, and construction and commissioning schedule. The Consultant shall:

6.2.1 Develop Preliminary 30% Design Drawings

Prepare layout drawings showing the proposed location of the generator, routing of electrical connections, and integration with existing infrastructure. Include site plans, single-line diagrams, equipment placement, wiring schematics showing connections with existing PLC and interconnection between ATS and Backup generator. The following list is expected for this stage:

- Project location map
- Preliminary site plan with existing and proposed facilities
- Preliminary layouts (plan and section views)
- Preliminary electrical layouts (single-line diagrams)
- Preliminary wiring schematics for ATS, Backup Generator and existing PLC interconnection.

6.2.2 Prepare Technical Specifications

Develop technical specifications for the generator, automatic transfer switch (ATS), fuel system, and associated electrical components. Define design criteria including load calculations, redundancy requirements, environmental considerations, and compliance with applicable codes and standards.

6.2.3 Project Meetings:

Chair and minute bi-weekly meetings with the project team for the duration of this phase of the design. Consultant Project Manager to attend as a minimum. Allow for one (1) virtual Phase Deliverable(s) Presentation / Review Meeting for this phase of the project with design leads as necessary. Complete updates to design documentation following receipt of stakeholder

The consultant shall evaluate the following items as part of the preliminary engineering:

- Codes compliance
- Mechanical equipment, piping and component sizing and quantities
- Freeze protection and winterization, if applicable.
- Site civil works
- Regulatory and permitting requirements
- Construction methods, staging, interface control
- Long lead equipment considerations
- Systems performance testing criteria and commissioning procedures
- Operations and maintenance considerations
- Construction schedule
- Dimensions of all elements
- Durability and maintainability requirements
- Construction phasing
- Accuracy
- Quality
- Fitness for purpose and function as specified or implied in the Contract

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

1. Preliminary Engineering Report (30% Submission Milestone)
2. Phase I Environmental Site Assessment (ESA) (If Applicable) as per Appendix I
3. 30% Design Drawings, Specifications
    a. Preliminary Bill of Quantities
    b. Construction and commissioning Schedule
4. Draft Construction Method Statement
5. Meeting Minutes
6. Phase Deliverable(s) Virtual Presentation

6.3 Phase III - DETAILED DESIGN

Purpose: To produce final design detailing required 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 details for all disciplines on a basis of the approved final design. Prepare the contract documents, which includes the bidding instructions, bidding forms, conditions of the contract, supplementary conditions, and specification.

The Consultant shall:

6.3.1 Prepare a 100% design package, which includes detailed design drawings, including electrical schematics, generator foundation plans, conduit and cable routing, grounding systems, and integration with existing electrical panels and automation systems, engineering specifications, Class 'B' cost estimate, procurement and construction schedule.

6.3.2 Upon approval of the 100% submission by the City, prepare a 100% design package, which includes detailed design drawings, engineering specifications, Class 'B' cost estimate, and procurement and construction schedule

6.3.3 Lead the process and serve as the representative of the City for all permitting and approvals required to proceed with construction of the specified design

6.3.4 Provide an agenda for, chair, and minute the 100% design package review meeting as well as any other meetings required to carry out the scope as defined by the consultant.

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

1. 100% design package
2. Permitting and approvals submissions, responses to inquiries from authorities having jurisdiction, and other necessary items to obtain all necessary permits and approvals
3. Agendas and minutes for three (1) design package review meeting (100%) as well as any other meetings required to carry out the work.

6.4 Phase IV – CONSTRUCTION PROCUREMENT PHASE

Purpose: 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:

6.4.1 Act in an advisory role to the Project Manager who will tender the Project.

6.4.2 Respond to questions raised by bidders and prepare addenda or clarifications for issue to bidders.

6.4.3 Assist the Project Manager and Evaluation Committee with examining and evaluation of tenders. Advise on acceptance of submissions and provide a recommendation for award.

6.4.4 Upon contract award prepare and issue stamped "for construction" documents, revised to include all addenda and changes made during the tender period.

6.5 Phase V – (Optional) CONSTRUCTION PHASE – CONTRACT ADMINISTRATION/ SITE INSPECTION

Purpose: To support the administration of the construction contract, and in particular to inspect the construction to ensure compliance with the design documents. The construction contract shall be completed in compliance with the design documents and City's Type A water license 3AM-IQA1626.

The Consultant shall:

6.5.1 Be a representative of the City.

6.5.2 Advise and consult with the City.

6.5.3 Have the authority to act on the City's behalf to the extent provided in this RFP and the Contract Documents.

6.5.4 Develop a site-specific Quality Control Plan describing tasks, methodology, deliverables, and internal audit procedures. The Plan will cover the following tasks as a minimum:

- Risk Identification
- Pre-Start Meeting with Contractor – Requirements
- Review of Contractor's Required Submission and/or Plans
- General Inspection & Test Plan for all Construction Categories
- Proposed hold points in construction requiring Design Engineer signoff to proceed
- Health & Safety Plan including Emergency Response Procedures
- Environmental Reporting
- Site Meetings
- Special Meetings
- Monitoring the Contractor's QC Plan and other Project Plans (Note: Non-nuclear density gauges shall not be used)
- Progress Payments, Change Orders, Substantial Completion and Final Completion
- Communication protocols with the Contractor and City
- Document Procedures
- Issue Resolution
- Contractor's Performance Reviews
- Submission of Record Documents
- Record Drawings
- Construction Reports (Daily and Weekly)
- Review compliance with Quality Control Plan – Internal Audit

6.5.5 Construction Safety

- All construction projects performed by the Contractor are subject to federal and territorial safety regulations and the City of Iqaluit Health & Safety Manual. The more stringent regulation will apply in the event of a conflict between regulations.
- The Contractor to provide Site Specific Health and Safety Plans in accordance with the contract that is to include emergency response plans, fire plans, lift plans, and the identification of any additional site-specific issues. The Consultant is to ensure that these plans are adequate and are adhered to.

6.5.6 Develop detailed Inspection & Test Plan (ITP) to cover all construction activities using the template in Appendix G. The ITP shall include:

- Product characteristics to be inspected, methods of inspection and test, acceptance criteria, frequency, and the report format for documenting the results of an inspection or test
- Inspection and test equipment
- Qualified independent laboratories
- Appropriate safety and environmental conditions

- Mandatory inspection hold and witness points beyond which work shall not proceed without specific recorded consent of the authorized representative
- Requirements for qualifications of the personnel performing inspections or test
- Non-conformance procedures, including issuance of Non-conformance Report within 24 hours of incident or non-conformance.
- Non-conformance root cause analysis and issuing corrective actions
- Contract substantial completion checklist
- Contract completion and handover checklist
- Consultant internal audit process
- Record of all test results, including compaction tests, factory tests on welds, pressure tests on piping, leak tests on piping and AVs, waterline pressure tests, HDPE fusions marked in the field with a paint pen, fusion operator certificates, certificates of coating applications to make sure the conditions of application meet the supplier's specifications, and more.
- Factory Acceptance Test and Site Acceptance Test as required.
- Commissioning Plan procedures and completion

6.5.7 Shop Drawings, Contractor Designs and Construction Materials Submissions

The Consultant is to:

- Specify in the construction specifications the shop drawings; materials data sheets/information and temporary works designs to be submitted by the Contractor
- Review within five (5) business days of receipt of shop drawings/designs/materials submissions provided by the Contractor to determine conformity with the design concept; intent of the construction documents and indicate to the Contractor general conformance.
- Provide comments to and request re-submissions from the Contractor, as necessary.
- Provide the Departmental Representative within five (5) business days of receipt of accepted submission, a signed "Reviewed and Accepted" and dated electronic copy.

6.5.8 Site Visits by the Design Engineers

The Consultant's design engineers are to:

- Perform five (5) site technical visits by the Project Technical Leads only when work in progress pertains to their respective discipline. Trip costs shall be included under the Contract Administration lump sum price. All trips by Technical Leads shall only occur once approved by the City and shall be reimbursed per the actual trip costs.
- Advise Contractor as to elements to be inspected and the associated timing of their inspections.
- Record and report to the Departmental Representative on the progress, quality of work observed at each site meeting, and provide the Contractor and City with written progress reports and lists of deficiencies observed with corrective actions.
- Design services during Construction.

6.5.9 The Consultant services during construction are to include, but are not limited to the following activities:

- Coordinate a photo log of the work area prior to contractor mobilization to establish an agreed basis for the state, and existing conditions, of the site prior to work commencing
- submitting updated drawings and specifications that include amendments and issues raised during tendering
- attending and participating in project meetings as requested by the City
- performing site inspections for conformance of work as requested by the City
- Performing Quality Audits on behalf of the City to supplement the Contractor's testing and inspection processes and to verify that the Contractor's Testing and Inspection Reports are accurate and within acceptable limits and ranges
- reviewing and replying to Contractor's submittals
- advising the City with respect to alternative construction methods or alternative materials proposed by the Contractor
- modifying design as required to provide for unexpected field conditions
- submitting Site Instructions to the Contractor
- providing technical details, cost estimates, drawings, and sketches for contemplated change notices (CCN) and change orders (CO)
- assist in the commissioning activities as requested by the City
- inspect the completed work, provide list of deficiencies after substantial completion to be addressed prior to issuance of final certificate of completion
- review Contractor's end-of-construction deliverables by preparing a list of deliverables, reviewing and ensuring that all end-of-construction deliverables from the Contractor, including but not limited to warranties, as-built record drawings and Operations and Maintenance manuals, have been submitted in specified quantities and format to the City
- review and provide feedback on Contractor's marked-up record drawings for preparation of as-built record drawings
- edit CAD files to incorporate Contractor's as-built markups to generate and submit final as-built record drawings
- review and comment on O&M Manuals

6.5.10 Extension of Contract Time Requests:

The Contract Administrator shall be familiar with contract completion dates, the charging of working days/calendar days, and any seasonal milestone constraints, if applicable. The Contract Administrator shall receive and evaluate the Contractor's requests for extension of time and provide a comprehensive written report with recommendations to the City within the timeframes specified in the contract.

6.5.11 Contractor's Progress Claims

The Consultant is to:

- Request from the Contractor prior to the issuance of the first progress claim, a cost breakdown of the Construction award price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction Contract and submit the cost breakdown to the City.
- Review Contractor submitted monthly progress claims (with cost breakdown, statutory declaration and WSIB certificate) in a timely manner and, if acceptable, certify the progress claims for work completed and materials delivered pursuant
- To the construction Contract and submit them to the City for approval and processing.

- Measure and record the quantities of labor, materials and equipment involved for the purpose of certifying progress claims if the construction is based on unit prices.
- Verify at each progress payment claim that the Contractor has accurately recorded information on the site as built set of construction documents.
- Update schedule of work progress.

6.5.12 Site Visit Reports (SVR) will be required for the five (5) site visits and shall discuss, at a minimum, the following items with the reports to be submitted on the Consultant's letterhead. The Consultant shall submit a template for the City's approval. The template must be approved at the time of the Construction Contract award. Reports must be submitted at the time of leaving site for the day and within the work day:

- Date
- Weather conditions
- Contractor's hours of work
- General progress of work, including, but not limited to daily and cumulative total progress for all contract pay items and quantities.
- Equipment being moved or arriving on the job and its purpose
- Site visits from City officials, and any specific instructions
- Instructions given to the Contractor
- Contractor's claims or complaints
- Stoppage of work by the Contractor for any reasons
- Separate time and materials records
- Complete description of how cuts are excavated, type of equipment used, and difficulties encountered due to either improper equipment or nature of material
- The source and nature of excavated material and its final disposition including the equipment involved and the time and duration of the work
- Record of any environmental incidents
- Record of non-compliance/non-conformance
- Obtain and record accurate measurements of work done by the Contractor
- All equipment that is in the contract must be recorded and hours used
- The number and type of labor shall be recorded
- The actual hours worked shall be recorded
- The actual hours not worked shall be recorded
- Inspection activities and verification results
- Documented verification of all contract items
- Photos of daily work progress
- Planned production vs actual for major items (weekly)
- The following items are to be captured in the daily disbursement rates. The intent is for the daily rate to serve as a basis for extending the inspector's disbursements as needed based on the Contractor's schedule in a simple manner that does not require negotiating staff change-overs, additional flights, and hotels for connecting flights. The field observation pay item will only be reimbursed for days that have a diary provided demonstrating work progress onsite. The field observation pay item will only be reimbursed for the hours shown on the daily diary which shall match the contractor's daily start and stop.
  - Flights
  - Vehicle Rental
  - Gas for vehicle
  - Hotel
  - Inspector per diem

6.5.13 Have access to the Work at all times wherever it is in preparation or progress.

6.5.14 Forward all instructions from the City to the Contractor.

6.5.15 Carry out and coordinate as applicable the General Review/Field Review of the work.

6.5.16 Examine, evaluate and report to the City upon representative samples of the work.

6.5.17 Make weekly site reviews to determine general conformity of the works. The weekly report should discuss, at a minimum, the following:

- Safety issues or concerns
- Environmental issues or concerns
- Work completed this week
- Work plan for next week
- Analysis of Contractor's schedule including forecast of remaining activities and expected durations
- Summary of Inspector's hours worked this week

6.5.18 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.

6.5.19 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.

6.5.20 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.

6.5.21 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.

6.5.22 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.

6.5.23 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.

6.5.24 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.

6.5.25 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.

6.5.26 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.

6.5.27 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

6.5.28 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.

6.5.29 Furnish supplemental instructions to the Contractor with reasonable promptness.

6.5.30 Receive from the Contractor and forward to the City for the City's review the written warranties and related documents.

6.5.31 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.

6.5.32 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.

6.5.33 Determine the amounts owing to the Contractor under the Contract, based on the observations and evaluation of the Contractor's application(s) for payment.

6.5.34 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.

6.5.35 Determine the date of Substantial performance of the work. Issue the Substantial Performance certificate.

6.5.36 Verify the validity of the Contractor's application for final payment and issue a certificate of final payment.

6.5.37 Serve as the "Consultant" as per the CCDC 2 Stipulated Price Contract Agreement inclusive of the Supplementary Conditions between the Owner and the Contractor.

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

1. Provide meeting agendas, chair, and provide project meeting minutes for all meetings.
2. Anticipated progress billing milestone.
3. Site visit / inspection reports.
4. Contract administration documents including CCN's, CO's, RFI's, SI's, payment recommendations, submittal records and completion records. This includes claim reviews and extension of time assessments.
5. Photographs.
6. Any exception reporting.
7. As built records.

6.6 Phase VI – (Optional) CLOSEOUT PHASE

For the purposes of this RFP, the Closeout Phase commences the day after the date of Substantial Completion and ends at the end of the warranty period on the 365th day after Substantial Completion.

6.6.1 In the Closeout Phase, Services may include the following:

- Provide contract administration services throughout the Closeout phase.

- During Warranty period receive monthly reports from the Contractor on status of warranty and deficiency items and provide Owner with monthly Project status reports.
- During Warranty period receive information from the Owner, and/or Contractor with respect to any noted warranty items and circulate to all relevant parties in a timely way.
- At least 15 days but no more than 45 days in advance of the expiry of the Warranty period, ensure that the Contractor provides a detailed Deficiency status report and Warranty Inspection report within 5 business days of the site visit..
- At least 15 days but no more than 45 days in advance of the expiry of the Warranty period, complete an on-site warranty inspection with the Contractor and City representatives
- Based upon submitted documentation, and within 15 days of the expiry of the Warranty period, advise the Owner with respect to status and value of any outstanding contract deficiencies and warranty items.
- Allow for one site visit from the Engineer of Record (EOR) for a final walkthrough before the end of the warranty period for verification of completion with regards to all project items including deficiencies.

6.6.2 Provide GPS as-built record drawings showing all new and existing infrastructure identified during the works, within the project limits. Consultant to allow for the preparation of five (5) hardcopy drawing set and a digital copy (pdf and native electronic file e.g., dwg CAD files). The as-builts must be developed and shared in a manner that is compatible with the City's GIS mapping system. The Consultant shall be responsible for obtaining the Contractor's redline markups such that the as-builts can be submitted no more than 2 weeks following the Contractor's completion of the work. The project history file must also include an electronic GIS data file in a format accepted by the City's ESRI GIS mapping system.

6.6.3 Prepare City standard project closeout forms / checklist (Consultant and Contractor) to ensure that the project can be financially closed through the City accounts department. See Appendix K.

List of documents for submittal:

- Copies of all daily diaries and weekly reports
- Compaction test results
- Material tests
- Pipe pressure tests and chloring tests
- Any warranty info required
- Final as-builts, including GPS data, for all infrastructure (need electronic CAD files for City)
- Final payment with any holdback release agreement
- Copies of any Change Orders
- Copies of RFI's, Instructions, NCR's etc
- A statement from Contractor certifying that all works have been installed according to terms of the Contract
- One of the diary photos describing monitoring equipment installation
- Final site walk with City representative to make sure the reinstatement is satisfactory and site is acceptable for handover

- Consultant required to provide a closeout narrative indicating any performance issues, lessons learned, recommendations for changes to municipal standards etc.

7. SCHEDULE

7.1 TIMELINES

The Proponent must satisfy the general timelines identified below for the work. The schedule in Table 1 is tentative and may be subject to change.

Table 2 – Project Schedule

Milestone	Date
Project Kick-Off Meeting	September 22, 2025
Proof of Concept Report (10%)	October 6, 2025
Investigation, Validation, Engineering Report (30%)	November 3, 2025
Complete 100% Design	December 01, 2025
Nunavut Water Board *Modification Notification*	December 8, 2025
Submit Tender Ready Documents	January 5, 2026
Complete Tender Assistance	February 19, 2026
Complete Construction Administration	October 30, 2026
Project Completion	October 30, 2026
End of Warranty Period/Closeout	October 30, 2027

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, 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 assignment.

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.

APPENDIX A – COST SUBMISSION FORM

Proponent's Name: _____

Proponent's Address: _____

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

Table A1 Fee Table

Item	Description	Qty	Unit	Unit Price	Total
6.0 General					
1.	Project management, administration, coordination, meetings	1	LS	$	$
6.1 10% Concept Plan					
1.	10% Concept Plan Report	1	LS	$	$
2.	Disbursements	1	LS	$	$
6.2 Preliminary Engineering Design Study					
1.	Background information review and stakeholder engagement	1	LS	$	$
2.	Draft Construction Method Statement	1	LS	$	$
3.	Preliminary Engineering Report	1	LS	$	$
4.	Designs, Reports, Plans and Other required submissions	1	LS	$	$
5.	Geotech Investigations (Cash Allowance)	1	PS	$ 30,000.00	$ 30,000.00
6.	Disbursements	1	LS	$	$
6.3 Detailed Design					
1.	Designs, Reports, Specifications Cost Estimate, Bill of Quantities and other required Submissions for 100% Design	1	LS	$	$
2.	Final Construction Method Statement	1	LS	$	$
3.	Permitting and Modification Notification Documents	1	LS	$	$

Item	Description	Qty	Unit	Unit Price	Total
4.	Risk Register	1	LS	$	$
5.	Disbursements	1	LS	$	$
6.4 Construction Procurement Phase					
1.	Request for tender package	1	LS	$	$
2.	Tender support	1	LS	$	$
3.	Bid review and contract award	1	LS	$	$
6.5 (Optional) Construction Phase - Contract Administration, Site Inspection & Engineering Support					
1.	Project Management (Assume 25 hours)	1	LS	$	$
2.	Contract Administration (assume 125 hours)	1	LS	$	$
3.	Site Inspection Services (assume 5 Site Visit Trips – Assume 5 working days per trip including travel)	5	LS	$	$
4.	Engineering Support Services (assume 100 hours)	1	LS	$	$
5.	Miscellaneous Items -Including Factory Acceptance Test Attendance (Cash Allowance)	1	PS	$ 50,000.00	$ 50,000.00
6.	Site Inspection Disbursements	1	LS	$	$
6.6 (Optional) Closeout					
1.	Closeout and Warranty/Deficiency Services (Assume 40 hours)	1	LS	$	$
2.	Supply of As Built Records (including hardcopy and digital files) and Supply of Project History File	1	LS	$	$
3.	11 Month Warranty Inspection (Subject to City confirmation)	1	LS	$	$
4.	Warranty Inspection Disbursements	1	LS	$	$

Item	Description	Qty	Unit	Unit Price	Total
				6.0 General subtotal	$
				6.1 10% Concept Plan subtotal	
				6.2 Preliminary Engineering Design subtotal	$
				6.3 Detailed Design subtotal	$
				6.4 **Construction Procurement Phase** subtotal	$
				6.5 Construction Phase – Contract Administration, Site Inspection & Engineering Support subtotal	$
				6.6 Closeout subtotal	$
				Table A1 subtotal	$

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.

Table A2 Hourly Rates Table

POSITION	TEAM MEMBER	2025 Hourly Rates ($/hr.)	2026 Hourly Rates ($/hr.)	2027 Hourly Rates ($/hr.)
Principal/Project Sponsor				
Project Manager				
Project Engineer				
Site Inspector				
Insert Position (s)				

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 to this RFP 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.

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

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

Consultant Name	Project Office Address	Discipline

END OF APPENDIX C

APPENDIX D – INFORMATION PROVIDED BY THE CITY

This schedule forms part of the contract for consulting services for **2025-RFP-007 / LTWP – WTP Backup Generator**. 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
3. Type A Water Licence – No 3AM-IQA1626 (Including Amendment No. 4)
4. Iqaluit Survey Control Monuments
5. Iqaluit SCADA System User Manual
6. Load Demand Calculation Report – WTP (For reference only)

END OF APPENDIX D

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 CONSULANT 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 (“Services”) 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:

i) If, to the CITY OF IQALUIT:

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

Reference: LTWP – WTP Backup Generator - 2025-RFP-007

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 or inconsistency 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 conflict or 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.

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, but is not

obligated to, 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.

6. CONSULTANT RESPONSIBILITIES

6.1 The Consultant shall provide all equipment, supplies and materials necessary in connection with

providing and carrying out the Services. The Consultant shall obtain and maintain, at its expense, all permits and licenses, and comply with all applicable laws which shall or might affect or apply to the Services.

6.2 The Consultant shall perform the Services with that degree of professional skill, care and diligence that an experienced and competent professional in the same field would use in performing similar services in relation to a project similar in scale and complexity to Services, and in a competent, efficient, lawful and ethical manner.

6.3 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 or the performance of the Services.

6.4 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.

6.5 The Consultant shall not subcontract its Services hereunder, to any Subconsultants or third person without the prior written consent of the CITY OF IQALUIT. If the Consultant subcontracts any part of the Services, it shall require by contract that the Subconsultants comply with the provisions of this Contract of general application and of application specifically to the Services subcontracted, including without limitation to provide insurance as specified in ARTICLE 9. The Consultant shall be fully responsible for any part of the Services performed by Subconsultants and for the acts or omissions of Subconsultants and all persons either directly or indirectly employed by them, to the same extent as the Consultant is for its own acts or omissions

6.6 The Consultant shall produce verbal and written reports, analyses, schedules, and other documents relating to the Services upon the request of the CITY OF IQALUIT. To produce the said reports, analyses, schedules and other documents the Consultant shall be given reasonable access facilities, equipment, and personnel of the CITY OF IQALUIT as may be required.

6.7 The Consultant shall establish and maintain, to the satisfaction of the CITY OF IQALUIT, appropriate business standards, procedures and controls including business standards, procedures and controls necessary to avoid any real or apparent impropriety or adverse impact on the interests of the CITY OF IQALUIT.

6.8 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 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. Shall be due and owing by the Consultant to the CITY OF IQALUIT.

6.9 The Consultant may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the prior 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 first be obtained.

6.10 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.

6.11 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.

6.12 If at any time the Consultant considers their reasonable 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.

6.13 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 holdback shall continue until the breach has been rectified to the satisfaction of the CITY OF IQALUIT.

8.2 The CITY OF IQALUIT may set off any payment due 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. Any such payments by the CITY OF IQALUIT shall be deemed to be a payment thereby against outstanding or future amounts owing hereunder to the Consultant.

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 *

**WHERE APPLICABLE*

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

10. EXECUTION

This contract may be executed in separate counterparts by facsimile or other electronic signature, each of which, when so executed, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

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

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 _____ 2025.

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

APPENDIX G – CONTRACT ADMINISTRATION TEMPLATES

- **Inspection and Test Plan**
- **Non-Conformance Report**
- **Requests for Information**
- **Project Closeout Report**

END OF APPENDIX G

APPENDIX I – PHASE 1 ENVIRONMENTAL SITE ASSESSMENT SCOPE OF WORK

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. The consultant shall coordinate with the City for access to the Site and prepare a traffic control plan for any work affecting the roadway in accordance with this RFP.

END OF APPENDIX I

APPENDIX K – PROJECT CLOSEOUT REPORT TEMPLATE

SERVICE CONTRACT INFORMATION			
Project #/ Contract Title:	###### – [Name]		
Service Contract #:	SCXXX	Competition No.:	2024-RFP-XXX
GL Account Code:		Contractor:	
City(Colliers) PM:		Contractor PM:	

CLOSE-OUT CHECKLIST	YES	NO	N/A	COMMENTS
Have all contractual obligations been satisfied?	☐	☐	☐	
Have all contract deliverables been issued?	☐	☐	☐	
Have all contract deliverables been accepted by the City?	☐	☐	☐	
Has a handover of all project related files been provided (i.e. models, calculations, data, surveys, etc.)?	☐	☐	☐	
Have all change orders been processed?	☐	☐	☐	
Have all invoices been issued, and financial obligations closed?	☐	☐	☐	
Has the Cost Tracking Log been updated to identify that this service contract is closed out?	☐	☐	☐	
Lessons learned completed?	☐	☐	☐	

FINANCIAL SUMMARY			
Planned Contract Amount	Total Approved Change Amount	Actual Contract Amount	Total Amount Invoiced at Completion
$	$	$	$

SCHEDULE SUMMARY			
Planned Contract Start Date	Actual Contract Start Date	Planned Contract Completion Date	Actual Contract Completion Date

SIGN-OFF

City PM Name	Signature	Date
Consultant PM Name	Signature	Date
City Representative Name	Signature	Date

END OF APPENDIX K

END OF RFP