



**REQUEST FOR PROPOSAL
STANDING OFFER AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

PROPOSAL CALL: TUESDAY, MAY 7, 2019

PROPOSALS DUE: FRIDAY, JUNE 14, 2019

BEFORE 3:00 PM EST

820952-0011(2.0)

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1.0 INFORMATION AND INSTRUCTIONS

1.1 Introduction

The City of Iqaluit Department of Public Works and Engineering (the City), is issuing this Request for Proposals (RFP) for qualified proponents to provide, on an as needed basis, Professional Services, Architectural, Engineering and Technical Services, as further outlined in this RFP document. All City Departments will have access to the services outlined in this Request for Proposals. The resultant Standing Offer Agreement (SOA) for Professional Services, Architectural, Engineering and Technical Services is intended to complement existing capacity within the City and ensure accountability to the people of Iqaluit.

The requirements of the submission are outlined in Sections 2 and 3, and the objectives, scope of work and deliverable of the project are outlined in the Terms of Reference in Section 5.

1.2 Availability of Document

Copies of this Request for Standing Offer (RFSO) are available on MERX via the internet at www.merx.com. MERX is the official and sole distributor of this RFSO and any addenda. If an Offer obtains this document by means other than through MERX, the accuracy of the document and receipt of any addenda are the sole responsibility of the Offerer. The City relies on the electronic MERX advertisement to provide public notice of this business opportunity and is not obligated to notify past or present suppliers in any other manner.

A Word version of the RFSO is available to all Offerers on MERX. The document will be provided for the sole purpose of facilitating the preparation and presentation of an offer in the response to this RFSO. This RFSO and any resulting addenda as published by MERX shall take precedence over the Word document issued by the City of Iqaluit.

1.3 Proposed Period of Standing Offer

The proposed period of standing offer is for a three (3) year term starting from **July 1, 2019 to July 1, 2022**, with a option to extend for 1 further year to **July 1, 2023**. The option to extend will be communicated 3 month perior to the expiration of the contract.

1.4 Inquiries and Addenda

1.4.1 Inquiries

All inquiries regarding this RFSO must be directed to the Administrative Authority specified herein. Inquiries must be provided, in writing (by email) no mater than the date outlined in article 1.8 Proposed Schedule of Events. The Administrative

Authority will provide answers to inquiries to all Offerers by written addenda throughout the question and answer period without naming the source of the inquiry. The final addendum will be released no later than the date outlined in article 1.8 Proposed Schedule of Events. It is the responsibility of the Offerer to confirm that the Administrative Authority has received their inquiries.

1.4.2 Administrative Authority

Matthew Van Strien

City of Iqaluit, Department of Procurement

City Hall, P.O. Box 460

Iqaluit, NU, X0A 0H0

Telephone: 867-979-5659

Email: M.VanStrien@city.iqaluit.nu.ca

1.4.3 Project Authority

Matthew Hamp, Director of Public Works and Engineering Department, City of Iqaluit.

1.5 Order of Precedence

The documents listed below will form part of this RFSO and will be incorporated into any resulting contract. If there is a discrepancy between the wording of one document and the wording of any other document which appears on the list, the wording of the document which first appears on the list shall prevail.

Description
ISSUED ADDENDA
REQUEST FOR STANDING OFFER
ANNEX A – TERMS OF REFERENCE
ANNEX B – RATED REQUIREMENTS
ANNEX C – CONTRACTUAL ACKNOWLEDGEMENT
ANNEX D – FINANCIAL OFFER
ANNEX E – SUPPLEMENTAL CONDITIONS
ANNEX F – GENERAL TERMS AND CONDITIONS

1.6 Rights Reserved

1.6.1 This RFSO does not commit the City to authorize any Standing Offer or pay any costs incurred in the preparation of any offer nor attendance at a meeting with City staff. The City reserves the right to accept or reject any or all offers received, and to seek clarification from one or more Offerers on the contents of their submission.

1.6.2 The City of Iqaluit further reserves the right to do any or all the following at its sole and absolute discretion:

- 1.6.2.1 Reject any Offer for any element of it being non-compliant or non-responsive to the requirements set out in this RFSO.
- 1.6.2.2 Waive or correct any minor or inadvertent defect, irregularity or technical error with respect to the RFSO document or any Offer received in response thereto either through the evaluation process or during the finalization of the standing offer.
- 1.6.2.3 Request clarification of any aspect (Service or Financial) of any or all Offers received.
- 1.6.2.4 Pursue its own investigations concerning an Offerer's legal status and/or Financial Viability.
- 1.6.2.5 Terminate the RFSO process at any time prior or subsequent to the closing date, and issue a new RFSO for the same or a modified requirement.
- 1.6.2.6 Terminate the RFSO process at any time prior or subsequent to the closing date, and not issue a new RFSO.
- 1.6.2.7 Disqualify an Offer on the basis of evidence of conflict of interest or collusion as disclosed by an Offer or through any other information discovered by the City.
- 1.6.2.8 Reject an Offer should it be discovered that Offer is in breach of another agreement or contract with the City of Iqaluit.
- 1.6.2.9 Not accept bids from companies convicted of corruption, collusion, bid-rigging, or any other anti-competitive activity unless they have received a pardon.

1.7 Offerers Investigations and Responsibilities

- 1.7.1 By submitting an Offer in response to this RFSO, the Offerer shall have certified to the City that:
 - 1.7.1.1 It has carefully examined the RFSO documents and has a clear understanding of the requirements of the City as described in this RFSO.
 - 1.7.1.2 It is in good standing with its creditors and financial institutions and is financially able to perform and meet any and all duties, liabilities, and obligations as may be required of it under any agreement/contract resulting from this RFSO.
 - 1.7.1.3 It has been afforded the full opportunity to make any and all investigations relative to the terms and conditions set out within this

RFSO understanding that it is the City's intent that these form the basis and circumstances under which a call-up would be performed.

- 1.7.1.4 It has put forth all of its comments and/or questions with respect to this RFSO over the period that inquiries were allowed for and affirms its agreement that the City has adequately responded to these concerns or questions.
- 1.7.1.5 It will not, except as provided for in ANNEX F – GENERAL TERMS AND CONDITIONS, make any claims for extra compensation, damages, or extension of time for completion from the City based on any alleged misunderstanding of this RFSO or because of any lack of information concerning, or alleged misrepresentation of, the terms and conditions as set forth in this RFSO.

1.8 Proposed Schedule of Events

The following dates are subject to change at the City's sole discretion.

Event	Date and Local Time
RFSO release date	Tuesday, May 7, 2019
Deadline to submit questions to RFSO	Monday, June 3, 2019
Last day for issuance of Addenda	Monday, June 10, 2019
RFSO closing date	Friday, June 14, 2019 – 3:00pm

1.9 Disclosure of Information

- 1.9.1 Offers must not disclose any details pertaining to their RFSO Submission to anyone not specifically involved in their submission without prior written approval of the City.
- 1.9.2 Offerers shall not issue a news release or other public announcement pertaining to details of the RFSO, their RFSO Submission, or the selection process, without the prior written approval of the City.

1.10 General Provisions

- 1.10.1 By submitting an offer, it is understood and agreed that:
 - 1.10.1.1 A contractual obligation will come into force only if there is an authorized "Call-up" against a Standing Offer and only to the extent stipulated in the call-up.
 - 1.10.1.2 The City's liability under this standing offer shall be limited to the actual amount of professional services "Called-up" within the period specified herein.

1.11 Estimated Utilization

- 1.11.1 It is estimated that the professional engineering services called-up against this Standing Offer will be comprised of individual call-ups up to \$150,000 within the proposed period of the Standing Offer. The call-up threshold is inclusive of Total Project Costs, as defined by the City's Purchasing By-law.
- 1.11.2 The estimated annual expenditure against this standing offer is **\$5,000,000**.
- 1.11.3 The contract will come into effect upon receipt and acceptance of the Purchase Order ("Call-up" against the standing offer).

1.12 Call-Up Procedures

- 1.12.1 Assignment(s) will be called-up by the Project Authority as follows:
 - 1.12.1.1 The Project Authority will provide the Offerer with a description of the work to be performed.
 - 1.12.1.2 The Offerer will respond with a services and financial offer, in accordance with the unit pricing in this standing offer agreement.
 - 1.12.1.3 Alternatively, the City reserves the right to engage in a closed competition Request for Proposals procurement process with a designated shortlist of authorized Offerers if it is deemed to be in the City's best interest. In such cases, the successful proponent will be selected in accordance with the basis of selection identified in the RFP.
 - 1.12.1.4 If the services and financial offer is deemed acceptable to the City, a Purchase Order will be issued by the City's Financial Services Unit and should be referenced when the Offerer is submitting an invoice.
 - 1.12.1.5 Further details of the call-up procedure are provided in ANNEX E – SPECIAL PROVISIONS.

1.13 No Lobbying

- 1.13.1 Offerers and/or Team Members and advisors must not engage in any form of political or other lobbying whatsoever with respect to the outcome of the RFSO process. In the event of any such lobbying, the City, at its sole discretion, may at any time, disqualify an Offerer or reject any submission by an Offerer without further consideration. **All correspondence or communication by Offerers must be directed to the Administrative Authority.**

2.0 OFFER SUBMISSION REQUIREMENTS

2.1 Submission of Offer

2.1.1 All Offers submitted in response to this solicitation shall be submitted electronically through the City's E-procurement system provided by MERX. Offerers are advised to contact MERX directly for electronic bid submission assistance. Offers submitted in hard copy and/or through email will not be accepted or considered.

2.1.2 Offers shall be received through **MERX NO LATER THAN 3:00pm LOCAL TIME ON MONDAY, JUNE 14, 2019.** Offers received after the above due date and time will not be considered.

2.2 Offer Preparation and Submission Instructions

Offerers are requested to prepare their submissions as follows:

2.2.1 **Technical Offer Package** should be a response to ANNEX B – RATED REQUIREMENTS – R.1 through R.3, including any appendices, a cover letter, and a completed APPENDIX III – LIST OF CATEGORIES

- A separate Technical Offer should be submitted for **EACH** category a firm is submitted on.
- Each Technical Offer for a category submission should be a separate electronic file.
- Offerers are to use the following File Naming Convention:
2019-RFSO Technical CATX Firm'sName.
Note: "X" denotes the specific category being applied for.
e.g.: 2019-RFSO Technical CAT4 ABCCompany

2.2.2 **Financial Offer Package** should be a completed ANNEX C – CONTRACTUAL ACKNOWLEDGEMENT and a completed ANNEX D – FINANCIAL OFFER.

- A **single** Financial Offer should be submitted for **ALL** category(ies) a firm is submitting on.
- Offerers are to use the following File Naming Convention:
2019-RFSO Financials Firm'sName
e.g.: 2019-RFSO Financials ABCCompany

2.2.3 It is requested that pricing information not be included in any part of the submission other than the Financial Offer.

2.3 Offer Content – By Package

2.3.1 **Technical Offer Package** should not exceed a total of eight (8) 8.5" X 11" pages in 12-point font (Arial), including two (2) spreadsheets which can be submitted in 11" X 17" format and will count as two (2) pages.

2.3.2 **Financial Offer Package** should be submitted following the format prescribed by the City under ANNEX C – CONTRACTUAL ACKNOWLEDGEMENT and ANNEX D – FINANCIAL OFFER, both available via MERX in Word format.

2.4 Offer Content – General

2.4.1 Table of Contents, Cover Letters and the completed Appendix II are not included in the page limit. Résumés should be attached to the Content of Submission in the form of appendices to the Technical Offer Package, as detailed in article 2.2. Any other supplemental documentation that does not respond directly to the Terms of Reference or Rated Requirements, such as corporate literature, should not be submitted.

2.4.2 The offer should be clear, concise, and should include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The offer should not simply rephrase or restate the requirement but should provide convincing rationale to address how the Offerer intends to meet the stated requirements. Offers should be submitted in a professional format, including a table of contents. Offers should address the RFSO using the same numbering system as set forth in this RFSO. Offers should include the use of accurate reference tabs, if necessary.

2.4.3 The offer should state the correct legal name and legal status of the proposing entity and the correct mailing address.

2.4.4 The offer should state the name, telephone number and email address of the representative who may be contacted for clarification or other matters relating to the offer.

2.4.5 Each offer should be presented in a concise manner. The offer should clearly indicate for which of the eight (8) Categories consideration for authorization of Standing Offer is being sought. Firms will only be considered for those categories for which a specific indication of desire for consideration has been noted complete with submission of required information.

2.5 Offer Validity

2.5.1 Offers shall remain open for acceptance by the City for a period of no less than one-hundred and twenty (120) calendar days from the RFSO Closing Date.

3.0 EVALUATION AND SELECTION METHODOLOGY

3.1 General Evaluation and Selection Methodology

- 3.1.1 Offers will be evaluated in accordance with the steps detailed in the evaluation process identified below. Offerers are required to address each requirement with sufficient detail so as to permit a full evaluation of its Offer. The onus is on the Offerer to demonstrate that it meets the requirements specified in this solicitation.
- 3.1.2 Offerers should assume that the evaluation team has no prior knowledge of its facilities and experience, and will base the evaluation on the information presented in the offer.
- 3.1.3 Evaluation in one category will not carry over into other categories and each firm will be evaluated based on the information supplied in its submission for that category only.
- 3.1.4 The City of Ottawa will evaluate the Offer only on the documentation provided as part of the Offer. References in an Offer to additional information not submitted with the Offer, such as website addresses where additional information can be found, will not be considered in the evaluation of the Offer.
- 3.1.5 Assessment of Offer submissions will commence after the RFSO closing date.

3.2 Conduct of Evaluation

- 3.2.1 In conducting the evaluation of Offers the City of Iqaluit may, but will have no obligation to do the following:
 - 3.2.1.1 Seek clarification or verification from Offerers regarding any or all information provided with respect to the solicitation.
 - 3.2.1.2 Contact any or all references supplied by Offerers to verify and validate any information submitted.
 - 3.2.1.3 Request specific information with respect to Offerers legal status.
 - 3.2.1.4 Conduct a survey of Offerers' financial capabilities to determine if they are adequate to meet the requirements of the solicitation.
- 3.2.2 Offerers will have the number of days specified in the request by the Administrative Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the offer being declared non-responsive.

3.3 Evaluation Team

3.3.1 An evaluation team comprised of City staff and/or designates, will review all offers received and score the offers using a consensus approach. The City reserves the right to engage professional external or internal consultants to assist with the evaluation process.

3.4 Steps in the Evaluation and Selection Process

3.4.1 By submitting an offer, the Offerer agrees to be bound by the process set out in this solicitation regarding the conduct of this solicitation and the evaluation of offers.

3.4.2 While there are several steps identified, the fact the City has proceeded to a later step shall not necessarily mean that the City has conclusively determined that the Offerer has passed all of the preceding steps. The City reserves the right to conduct steps of the evaluation in parallel or concurrently.

Step	Evaluation Stage Description	Weighting
1	Evaluation against Rated Requirements	100 evaluation points
2	Evaluation against Financial Offers	Pass/ Fail
3	Due Diligence	N/A
4	Selection of the Successful Offerers	N/A
5	Standing Offer Authorization	N/A
6	Debriefing	N/A
Total Points Available		100 evaluation points

3.5 Step One – Evaluation against Rated Requirements (100 evaluation points)

3.5.1 Prospective Offerers who do not meet the conditions outlined in article 3.5 are required to participate in this step of the Evaluation and Selection Process.

3.5.2 Offers will be evaluated and scored in accordance with the rated requirements of this RFSO and the following Scoring Guide:

Percentage of Possible Score	Rating Criteria	Description
100%	Response is excellent	The City has determined that the Offerer’s response to the rated requirement is excellent. <i>For example, all specified factors of the requirement have been addressed in persuasive detail.</i>
85%	Response is very good	The City has determined that the Offerer’s response to the rated requirement is very good. <i>For example, most specified factors of the requirement have been addressed in persuasive detail with some addressing only the basic requirement.</i>

70%	Response is satisfactory	The City has determined that the Offerer's response to the rated requirement is satisfactory. <i>For example, the specified factors of the rated requirement meet the basic requirements.</i>
50%	Response is less than satisfactory	The City has determined that the Offerer's response to the rated requirement is unsatisfactory. <i>For example, the specified factors of the requirement have been addressed minimally or nominally.</i>
30%	Response is poor	The City has determined that the Offerer's response to the rated requirement is poor. For example, the response does not address many of the specified factors of the requirement, or the Offerer did not provide any substantiating documentation or evidence in support of its response.
0%	Not Responsive, Not Relevant or Not Discussed	A requirement has not been responded to.

3.5.3 Summary of the Rated Requirements

Item No.	Requirement	Maximum Points
R.1	Experience and Qualifications of the Respondent Firm	Unrated
R.2	Relevant Project Experience	
R.2.1	Project Example No. 1	15
R.2.2	Project Example No. 2	15
R.2.3	Project Example No. 3	15
R.3	Experience and Qualifications of Key Team Members	55
	TOTAL	100

3.5.4 Offerers are required to achieve a minimum of 70% on the overall rated requirements as defined by ANNEX B – RATED REQUIREMENTS. Failure to achieve the minimum score will render an offer non-responsive and will be given no further consideration.

3.6 Step Two – Evaluation of Financial Offers (Pass/ Fail)

3.6.1 Only Offers meeting all of the requirements in the preceding steps will be considered at this point.

3.6.2 Financial Offers will be evaluated against the median of Hourly Rates of all responsive Offers. Financial Offers which exceed the median by greater than 25% shall be deemed non-compliant and disqualified from further consideration.

3.6.3 This median calculation will be conducted on rates for each year and each category of the standing offer. As rates will be evaluated separately for each year, an Offerer who successfully passes the financial evaluation on one year is not guaranteed to pass the evaluation on other years.

3.6.4 In cases where an hourly charge rate for a specific job classification is not provided, the City will use an overall average of the hourly charge rate based on that specific job classification received from all other Offerers under the same category and will include that average during the evaluation of the Weighted Hourly Rates for that Offerer. Below is an illustrative example – blue cells indicate an average hourly charge rate in the absence of a specified hourly charge rate.

3.6.5 Sample Financial Evaluation

Job Classification	Weight (%)	Company A Hourly Rate	Weighted Rate	Company B Hourly Rate	Weighted Rate	Company C Hourly Rate	Weighted Rate
	A	B	= (A x B) / 100	C	= (A x C) / 100	D	= (A x D) / 100
Principal/Director	5	\$190.00	\$9.50	\$200.00	\$10.00	\$185.00	\$9.25
Project Manager/Senior Engineer	20	\$175.00	\$35.00	\$195.00	\$39.00	\$160.00	\$32.00
Intermediate Engineer	10	\$147.50	\$14.75	\$175.00	\$17.50	\$120.00	\$12.00
Junior Engineer	5	\$84.00	\$4.20	\$115.00	\$5.75	\$99.50	\$4.98
Technical Support	15	\$91.00	\$13.65	\$130.00	\$19.50	\$110.00	\$16.50
Contract Administrator	20	\$130.00	\$26.00	\$165.00	\$33.00	\$125.00	\$25.00
Construction Inspector	20	\$110.00	\$22.00	\$165.00	\$33.00	\$115.00	\$23.00
Administrative Support	5	\$50.00	\$2.50	\$56.00	\$2.80	\$56.00	\$2.80
Total Weighted Hourly Rate			\$127.60		\$160.55		\$125.54

Lowest of the Weighted Hourly Rates	\$125.54
Highest of the Weighted Hourly Rates	\$160.55
Median of the Weighted Hourly Rates	\$127.60
25% of the Median	\$31.90
Hourly Rate Cut-Off (25% over the Median)	\$159.50

3.7 Step Three – Due Diligence

3.7.1 The City, at its sole discretion, may conduct a due diligence phase to review the certainty, reasonableness and comprehensiveness of an Offerer’s Offer. The City may seek clarification of any of the elements contained in the Offer and contact individuals named as the project references in order to confirm the information provided. Offerers are expected to cooperate in providing clarification

on any of the components of their Offer. Offers that fail to satisfy the due diligence phase will not be given any further consideration.

- 3.7.2 Offerers may be required, and shall diligently do so if requested by the City, to furnish supplemental information concerning their Offer. Generally, diligently shall mean within forty-eight (48) hours of such notice being given by the City.

3.8 Step Four – Selection of Successful Offerers

- 3.8.1 The City intends to recommend offers for authorization on a given category on the basis of “best value” to the City, as determined by offers having met and passed all the proceeding steps, namely:

- The Offer achieves an overall evaluation score which meets or exceeds the Rated Requirements threshold as outlined in Step One.
- The Offer has passed the Financial Offer evaluation, as outlined in Step Two.
- The Offer has passed the Due Diligence review, as outlined in Step Three.
- The Offer has a completed ANNEX F – CONTRACTUAL ACKNOWLEDGEMENT.

3.9 Step Five – Standing Offer Authorization

- 3.9.1 Following the selection of the Successful Offerers, authorization of standing offers will be made in accordance with the provisions of the City Purchasing By-Law.

3.10 Step Six – Debriefing

- 3.10.1 Offerers are entitled to request a debriefing from the City on how their submission was evaluated. Debriefing sessions will be scheduled by the Administrative Authority following Step Five of the evaluation process. Debriefing sessions shall be conducted for the sole purpose of providing constructive and instructive feedback to an Offerer. A debriefing session will only involve a review of how the City considered and evaluated a particular Offerer’s offer and will not include disclosure of any aspect of the City’s evaluation of other offers received from other Offerers.

3.11 Bid Irregularities

- 3.11.1 Bid irregularities will be dealt with in accordance with City of Iqaluit Purchasing By-Law No. 820, as amended.

ANNEX A – TERMS OF REFERENCE

The City will require successful Proponent(s) to provide and/or deliver the following types of Professional Services:

- Category 1: Planning, Feasibility, Pre-Engineering, Environmental Studies and Assessments
- Category 2: Design and Construction Services – Roads, Sewers, Watermains, etc.
- Category 3: Design and Construction Services – Water Distribution/ Treatment and Waste Water Collection
- Category 4: Design and Construction Services – Buildings/ City Facilities
- Category 5: Structural Services – Bridges, Culverts, Dams, Retaining Walls, etc.
- Category 6: Building Condition Assessments;
- Category 7: Third-Party Commissioning
- Category 8: Geotechnical Investigation

Category 1 – Planning, Feasibility, Pre-Engineering, Environmental Studies and Assessments

Undertake investigations, condition and hydraulic analysis, identify project scope, assist with external funding applications, undertake feasibility studies, identify order or magnitude/ budgetary project cost estimates and schedules, prepare trade-off studies, prepare functional designs, complete planning, pre-engineering investigation reports, and undertake Environmental Assessments as required.

Category 2 – Design and Construction – Roads, Sewers, Watermains, Etc.

Undertake design and construction services associated with new construction and rehabilitation of roads, road widening, intersection improvements or modifications, storm/ drainage systems, sanitary sewers, watermains, trunk watermains and sewers, sidewalks, multiuse pathways, and streetlighting. Tasks include:

- Complete preliminary and detailed designs;
- Prepare preliminary and detailed cost estimates;
- Prepare detailed project schedules;
- Prepare and monitor project risk assessments;
- Circulate designs and obtain necessary permits and approvals;
- Prepare permits submissions as required;
- Prepare tender documents;
- Engage specialized sub-consultants as required;
- Provide engineering support during construction as engineers of record;
- Provide contract administration/ inspection services, as required;

Category 3 – Design and Construction – Water Distribution/ Treatment and Waste Collection

Provide specialized services, including process design, electrical instrumentation, electrical and mechanical engineering services, to complete modifications and/or upgrades to various water and waste water treatment and pumping facilities including treatment plant modification, process upgrades, pump and lift stations, flow regulations chambers, forcemains, treatment plants, reheat stations, booster stations, etc. Tasks include:

- Complete preliminary and detailed designs;
- Prepare preliminary and detailed cost estimates;
- Prepare detailed project schedules;
- Prepare and monitor project risk assessments;
- Circulate designs and obtain necessary permits and approvals;
- Prepare permits submissions as required;
- Prepare tender documents;
- Engage specialized sub-consultants as required;
- Provide engineering support during construction as engineers of record;
- Provide contract administration/ inspection services, as required;

Category 4 – Design and Construction – Buildings/ City Facilities

Provide specialized services related to the design and construction of new City buildings/ facilities, or rehabilitation/ repair and/ or modification to existing, such as building structural/ foundation, architectural cladding systems, roofing, building mechanical HVAC, electrical instrumentation, lighting, etc. Tasks include:

- Complete preliminary and detailed designs;
- Prepare preliminary and detailed cost estimates;
- Prepare detailed project schedules;
- Prepare and monitor project risk assessments;
- Circulate designs and obtain necessary permits and approvals;
- Prepare permits submissions as required;
- Prepare tender documents;
- Engage specialized sub-consultants as required;
- Provide engineering support during construction as engineers of record;
- Provide contract administration/ inspection services, as required;

Category 5 – Structural Services – Bridges, Culverts, Dams, Retaining Walls, Etc.

Undertake design and construction services associated with new construction and rehabilitation of bridges, culverts, dams, retaining walls, buildings, and any structural City assets.

- Undertake structural inspections;
- Appraisals;
- Needs assessment;
- Testing;
- Undertake feasibility studies;

- Prepare functional designs;
- Complete preliminary and detailed designs;
- Prepare preliminary and detailed cost estimates;
- Prepare detailed project schedules;
- Prepare and monitor project risk assessments;
- Circulate designs and obtain necessary permits and approvals;
- Prepare permits submissions as required;
- Prepare tender documents;
- Engage specialized sub-consultants as required;
- Provide engineering support during construction as engineers of record;
- Provide contract administration/ inspection services, as required;

Category 6 – Building Condition Assessments

Provide Building Condition Assessments (BCA) of City buildings (City Hall, Arena, Municipal Garages, Storage Facilities, Residences, etc.) and civil/ municipal infrastructure (bulk fuel storage facilities, water supply systems, wastewater treatment facilities, solid waste facilities, etc.) to ascertain the current status of existing infrastructure. To report on the condition of the various building systems (i.e. architectural, civil, structural, mechanical, and electrical systems), subsystems and components. The technical evaluations shall consider a number of issues including the remaining service life of the systems and components, suitability for future expansion, compliance with current codes and operating and maintenance concerns.

Building condition assessments generally consists of, but not limited to:

Architectural, Civil, and Structural Systems:

- Site drainage;
- Foundations;
- Structural Frame and systems;
- Roofing;
- Building Envelope (exterior cladding, walls, floors, etc.);
- Doors and windows (including hardware);
- Interior finishes;
- Etc.;

Mechanical Systems:

- Plumbing systems;
- Process piping systems;
- Fuel supply systems;
- Heating, Ventilation and Air Conditioning (HVAC) systems;
- Fire Protection systems;
- Etc.;

Electrical Systems:

- Service and distribution;
- Motor Control Centers;
- Switchgears and transformers;
- Programmable Logic Controllers (PLCs);
- Supervisory Control and Data Acquisition (SCADA) systems;
- Emergency Power;
- Lighting Systems and Controls;
- Fire Alarm Systems;
- Grounding;
- Etc.;

As requested by the City, a BCA must be delivered in the form of a report detailing the condition/ status, recommendations/ corrective actions, estimated costs, performance rating, remaining service life, and recommended action priority for each component of the asset. This information is then summarized on a table and in an executive summary at the front end of the document.

BCA's must respond to the following asset sustainability priority questions:

1. Life Safety/ Code Related;
2. Adverse effect on security;
3. If Component Fails, does the building shutdown;
4. If Component Fails, will a critical process be interrupted;
5. Urgency or Action;
6. Operation / Energy Savings

Category 7 – Third Party Commissioning

The intent of the Third-Party Commissioning Process is to ensure that planning and commissioning proceeds in an organized manner, meets the terms of ASHRAE 0-2005 The Commissioning Process, and the completed project meets all stakeholder's project requirements. Commissioning and re-commissioning includes documentation, review and verification of equipment and systems to ensure they are integrated effectively and perform efficiently as originally intended and to meet the current operating requirements and expectations of the building owner and tenants. Such tasks include:

Pre-Design Phase

- Pre-Design Phase commissioning meeting;
- Begin developing Owner's Project Requirements;
- Develop initial Commissioning Plan outline.

Design Phase

- Perform commissioning-focused design review;
- Update commissioning plan;
- Develop commissioning requirements for the specification;
- Begin planning for verification checklists, functional tests, Systems Manual;

- Training requirements: Training plan and orientation documents project's facility manager/operator, maintenance staff, security staff, and the occupants.

Construction Phase

- Construction Phase kick-off meeting;
- Review submittals, monitor development of Shop and Coordination Drawings;
- Review O&M Manuals;
- Perform ongoing construction observation;
- Perform verification checks;
- Perform diagnostic monitoring;
- Perform functional testing;
- Develop Commissioning Report and Systems Manual;
- Develop Re-commissioning Plan;
- Verify and review training of owner's staff.

Occupancy and Operations Phase

- Resolve outstanding commissioning issues;
- Perform seasonal /deferred testing;
- Perform near warranty-end review;

Category 8 – Geotechnical Investigation

The purpose of the geotechnical investigation is often to determine the foundation soil conditions, and to provide recommendation for the proposed structure. Geotechnical Investigation may consist of, but is not limited to:

- Overview of climate and permafrost historical data;
- Review of existing information, if applicable;
- Field investigation typically involves coring/drilling or a test pit program;
- Provide sampling/borehole location plan;
- Conduct laboratory analyses of selected soil samples collected during the field investigation program;
- Prepare a report describing the results of the investigation, and provide recommendations with respect to the proposed design, and any site improvements if required;
- Report on surface and subsurface conditions: soil, rock, water and permafrost, soil salinity content, etc.;
- To provide input during the design review and construction documents (bearing capacity and settlement, etc.);
- Able to provide climate change projections;
- To provide additional geotechnical consulting services during construction. Subsurface conditions would be noted and compared to the assumptions made for the original design, and recommendation provided should subsurface conditions be found that vary significantly from the original report;
- Geotechnical desktop studies may be requested for planning purpose;
- Pile installation supervision/monitoring service, if required.

- Ensuring compliance with the following Standard and Guide:
 - o CAN/BNQ-2501-500: Geotechnical Site Investigation for Building Foundations in Permafrost Zones; and
 - o PLUS 4011: Technical Guide: Infrastructure in Permafrost: A Guideline for Climate Change Adaption.

Description of Job Classifications:

a) Principal/ Director

- Responsible for the overall management of the project. QA/QC
- Serves as senior contact with the City on all issues related to the project.
- Should have a minimum of 20 years of relevant experience.

b) Project Manager/ Senior Engineer

- Responsible for the management of the project and serves as the main contact with the City on all issues related to the project.
- Responsible for coordinating all aspects of project and ensuring that schedules are adhered to.
- Should have a minimum of 10 years of relevant experience.

c) Intermediate Engineer

- Under the direction of the Project Manager/ Senior Engineer, is responsible for the management of the project.
- Responsible for coordinating certain aspects of the project and ensuring that schedules are adhered to.
- Should have a minimum of 5 years of relevant experience.

d) Junior Engineer

- Responsible for non-engineering project tasks under the direction of the Project Manager/ Senior Engineer.

e) Technical and/or CAD Support

- Assists the project team in all technical aspects of the project.

f) Contract Administrator

- Supervises construction inspectors and administers the contract as per City's specifications.
- Should have 10 years of relevant experience and applicable education.

g) Construction Inspector

- Oversees construction activities.
- Provides daily record of construction activities that occurred.
- Should have 7 years of relevant experience and applicable education.

h) Administrative Support

- Assists the project team in all administrative aspects of the project.

ANNEX B – RATED REQUIREMENTS

Item	Rated Requirement	Maximum Points
R.1	Experience and Qualifications of the Respondent Firm	Unrated
	<p>Identify the specific Service Category for which the Offerer is offering services.</p> <p>Provide a profile and relevant company history, including the length of time the firm has been in business as presently organized. Provide the location and address for the office from which the Offer proposes services to the City's requirements.</p>	Unrated
R.2	Relevant Project Experience (15 points per project example)	45
R.2.1 R.2.2 R.2.3	<p>Describe three (3) project examples completed in the last ten (10) years that relate to the Offerer's relevant experience for the specific Service Category for which their services are offered. The City reserves the right to verify information provided.</p> <p>Offerers should follow the format of the Form provided in Appendix I – Project Reference Form, to respond to this Rated requirement.</p>	45
R.3	Experience and Qualifications of Key Team Members	55
	<p>Using the following format, provide an organizational chart for the Offerer's company, or the appropriate unit within the company, which identifies the Principal(s), Project Manager(s), and Key Team Members of the firm to be employed under this RFSO for the specific Category of application. Resume(s) should be appended where appropriate. The City reserves the right to verify information provided.</p> <p>Following the format of the table provided in Appendix II – Key Team Members Description Form, Offerers should specify project teams in terms of the classifications provided in ANNEX D – FINANCIAL OFFER, as applicable. A separate sheet with additional named resources may be included.</p>	55

ANNEX C – CONTRACTUAL ACKNOWLEDGEMENT

The Offerer hereby agrees to be legally bound by the provisions of the resulting Standing Offer, including, but not limited to, all documents referenced in 1.5 Order of Precedence. The Offerer further acknowledges and agrees that the final terms of any resulting Contract with the City will be concluded and become legally binding on both parties upon receipt and acceptance by the Offerer of a Purchase Order issued by the City. The Offerer further agrees that acceptance of the Purchase Order will be deemed to take place five (5) business days after receipt of a Purchase Order, unless the Offerer provides the City with a written objection to, or refusal of, the Purchase Order within the said five (5) business day period.

SIGNED this _____ day of _____

Signature	Name and Title (Print)	Has the authority to bind he Corporation
-----------	------------------------	--

Company Name

Company Address

Telephone No.

Facsimile No.

Email Address

HST Number

ANNEX D – FINANCIAL OFFER

The Offerer offers to provide the Services detailed herein under ANNEX B – TERMS OF REFERENCE and as further detailed in the Offerer’s offer, to the acceptance of the Project Authority in accordance with the following rates. Rates shall remain FIRM for the proposed Standing Offer period.

Proponent Name: _____

Table D1 – Category 1 – Planning, Feasibility, Pre-Engineering, Environmental Studies and Assessments

CATEGORY 1 SERVICE DESCRIPTION	WEIGHT (%)	YEAR 1 JULY 1, 2019 TO JULY 1, 2020		YEAR 2 JULY 1, 2020 TO JULY 1, 2021		YEAR 3 JULY 1, 2021 TO JULY 1, 2022	
		HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES
		A	B = (A x B) / 100	B	= (A x B) / 100	B	= (A x B) / 100
Principal/ Director	5	\$	\$	\$	\$	\$	\$
Project Manager/ Senior Engineer	30	\$	\$	\$	\$	\$	\$
Intermediate Engineer	25	\$	\$	\$	\$	\$	\$
Junior Engineer	15	\$	\$	\$	\$	\$	\$
Technical and/or CAD Support	20	\$	\$	\$	\$	\$	\$
Administrative Support	5	\$	\$	\$	\$	\$	\$
		Weighted Rate Total:	\$	Weighted Rate Total:	\$	Weighted Rate Total:	\$

ANNEX D – FINANCIAL OFFER

Proponent Name: _____

Table D2 – Category 2 – Design and Construction Services – Roads, Sewers, Watermains, Etc.

CATEGORY 2 SERVICE DESCRIPTION	WEIGHT (%)	YEAR 1 JULY 1, 2019 TO JULY 1, 2020		YEAR 2 JULY 1, 2020 TO JULY 1, 2021		YEAR 3 JULY 1, 2021 TO JULY 1, 2022	
		HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES
		A	B = (A x B) / 100	B	= (A x B) / 100	B	= (A x B) / 100
Principal/ Director	5	\$	\$	\$	\$	\$	\$
Project Manager/ Senior Engineer	30	\$	\$	\$	\$	\$	\$
Intermediate Engineer	25	\$	\$	\$	\$	\$	\$
Junior Engineer	15	\$	\$	\$	\$	\$	\$
Technical and/or CAD Support	20	\$	\$	\$	\$	\$	\$
Administrative Support	5	\$	\$	\$	\$	\$	\$
		Weighted Rate Total:	\$	Weighted Rate Total:	\$	Weighted Rate Total:	\$

ANNEX D – FINANCIAL OFFER

Proponent Name: _____

Table D3 – Category 3 – Design and Construction Services – Water Distribution/ Treatment, and Waste Water Collection

CATEGORY 3 SERVICE DESCRIPTION	WEIGHT (%)	YEAR 1 JULY 1, 2019 TO JULY 1, 2020		YEAR 2 JULY 1, 2020 TO JULY 1, 2021		YEAR 3 JULY 1, 2021 TO JULY 1, 2022	
		HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES
		A	B = (A x B) / 100	B	= (A x B) / 100	B	= (A x B) / 100
Principal/ Director	5	\$	\$	\$	\$	\$	\$
Project Manager/ Senior Engineer	30	\$	\$	\$	\$	\$	\$
Intermediate Engineer	25	\$	\$	\$	\$	\$	\$
Junior Engineer	15	\$	\$	\$	\$	\$	\$
Technical and/or CAD Support	20	\$	\$	\$	\$	\$	\$
Administrative Support	5	\$	\$	\$	\$	\$	\$
		Weighted Rate Total:	\$	Weighted Rate Total:	\$	Weighted Rate Total:	\$

ANNEX D – FINANCIAL OFFER

Proponent Name: _____

Table D4 – Category 4 – Design and Construction Services – Buildings/ City Facilities

CATEGORY 4 SERVICE DESCRIPTION	WEIGHT (%)	YEAR 1 JULY 1, 2019 TO JULY 1, 2020		YEAR 2 JULY 1, 2020 TO JULY 1, 2021		YEAR 3 JULY 1, 2021 TO JULY 1, 2022	
		HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES
		A	B = (A x B) / 100	B	= (A x B) / 100	B	= (A x B) / 100
Principal/ Director	5	\$	\$	\$	\$	\$	\$
Project Manager/ Senior Engineer	30	\$	\$	\$	\$	\$	\$
Intermediate Engineer	25	\$	\$	\$	\$	\$	\$
Junior Engineer	15	\$	\$	\$	\$	\$	\$
Technical and/or CAD Support	20	\$	\$	\$	\$	\$	\$
Administrative Support	5	\$	\$	\$	\$	\$	\$
		Weighted Rate Total:	\$	Weighted Rate Total:	\$	Weighted Rate Total:	\$

ANNEX D – FINANCIAL OFFER

Proponent Name: _____

Table D5 – Category 5 – Structural Services – Bridges, Culverts, Dams, Retaining Walls, Etc.

CATEGORY 5 SERVICE DESCRIPTION	WEIGHT (%)	YEAR 1 JULY 1, 2019 TO JULY 1, 2020		YEAR 2 JULY 1, 2020 TO JULY 1, 2021		YEAR 3 JULY 1, 2021 TO JULY 1, 2022	
		HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES
		A	B = (A x B) / 100	B	= (A x B) / 100	B	= (A x B) / 100
Principal/ Director	5	\$	\$	\$	\$	\$	\$
Project Manager/ Senior Engineer	30	\$	\$	\$	\$	\$	\$
Intermediate Engineer	25	\$	\$	\$	\$	\$	\$
Junior Engineer	15	\$	\$	\$	\$	\$	\$
Technical and/or CAD Support	20	\$	\$	\$	\$	\$	\$
Administrative Support	5	\$	\$	\$	\$	\$	\$
		Weighted Rate Total:	\$	Weighted Rate Total:	\$	Weighted Rate Total:	\$

ANNEX D – FINANCIAL OFFER

Proponent Name: _____

Table D6 – Category 6 – Building Condition Assessments

CATEGORY 6 SERVICE DESCRIPTION	WEIGHT (%)	YEAR 1 JULY 1, 2019 TO JULY 1, 2020		YEAR 2 JULY 1, 2020 TO JULY 1, 2021		YEAR 3 JULY 1, 2021 TO JULY 1, 2022	
		HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES
		A	B = (A x B) / 100	B	= (A x B) / 100	B	= (A x B) / 100
Principal/ Director	5	\$	\$	\$	\$	\$	\$
Project Manager/ Senior Engineer	30	\$	\$	\$	\$	\$	\$
Intermediate Engineer	25	\$	\$	\$	\$	\$	\$
Junior Engineer	15	\$	\$	\$	\$	\$	\$
Technical and/or CAD Support	20	\$	\$	\$	\$	\$	\$
Administrative Support	5	\$	\$	\$	\$	\$	\$
		Weighted Rate Total:	\$	Weighted Rate Total:	\$	Weighted Rate Total:	\$

ANNEX D – FINANCIAL OFFER

Proponent Name: _____

Table D7 – Category 7 – Third-Party Commissioning

CATEGORY 7 SERVICE DESCRIPTION	WEIGHT (%)	YEAR 1 JULY 1, 2019 TO JULY 1, 2020		YEAR 2 JULY 1, 2020 TO JULY 1, 2021		YEAR 3 JULY 1, 2021 TO JULY 1, 2022	
		HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES
		A	B = (A x B) / 100	B	= (A x B) / 100	B	= (A x B) / 100
Principal/ Director	5	\$	\$	\$	\$	\$	\$
Project Manager/ Senior Engineer	30	\$	\$	\$	\$	\$	\$
Intermediate Engineer	25	\$	\$	\$	\$	\$	\$
Junior Engineer	15	\$	\$	\$	\$	\$	\$
Technical and/or CAD Support	20	\$	\$	\$	\$	\$	\$
Administrative Support	5	\$	\$	\$	\$	\$	\$
		Weighted Rate Total:	\$	Weighted Rate Total:	\$	Weighted Rate Total:	\$

ANNEX D – FINANCIAL OFFER

Proponent Name: _____

Table D8 – Category 8 – Geotechnical Investigation

CATEGORY 8 SERVICE DESCRIPTION	WEIGHT (%)	YEAR 1 JULY 1, 2019 TO JULY 1, 2020		YEAR 2 JULY 1, 2020 TO JULY 1, 2021		YEAR 3 JULY 1, 2021 TO JULY 1, 2022	
		HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES	HOURLY RATE	WEIGHTED RATES
		A	B = (A x B) / 100	B	= (A x B) / 100	B	= (A x B) / 100
Principal/ Director	5	\$	\$	\$	\$	\$	\$
Project Manager/ Senior Engineer	30	\$	\$	\$	\$	\$	\$
Intermediate Engineer	25	\$	\$	\$	\$	\$	\$
Junior Engineer	15	\$	\$	\$	\$	\$	\$
Technical and/or CAD Support	20	\$	\$	\$	\$	\$	\$
Administrative Support	5	\$	\$	\$	\$	\$	\$
		Weighted Rate Total:	\$	Weighted Rate Total:	\$	Weighted Rate Total:	\$

ANNEX D – FINANCIAL OFFER

1. Disbursements:

All reasonable and proper expenses incurred by the Offerer shall be reimbursed under this item without any allowance thereon for overhead and or profit. All disbursements must be approved by the Project Authority in advance otherwise the Offerer risks having the claim for disbursement rejected. The following costs shall be included in the hourly rates and will therefore not be permitted to be charged as a disbursement:

- a) Communication expenses including facsimile, local phone, photocopies, office suppliers and cellular charges.
- b) Standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in Offerer's submission).
- c) Personal protective equipment (PPE) that is required when visiting site associated with the work.

When travel is required to Iqaluit to accommodate site visits and/ or meetings, the Offerer shall be reimbursed for authorized reasonable and proper travel incurred by persons directly engaged in the performance of the work, at cost without any allowances thereon for overhead and profit.

Temporary living accommodations will be provided by the City of Iqaluit at one of the various City owned Houses. Should the City not be able to accommodate an Offerer at a City House, the Offerer shall be reimbursed for authorized reasonable and proper accommodations incurred by persons directly engaged in the performance of the work, at cost without any allowances thereon for overhead and profit

The Offerer shall utilize rates established by the National Joint Council (*ref. Appendix C – Allowances – Modules 1, 2, and 3, for Nunavut*) for daily meal allowance and incidentals. The Offerer shall be reimbursed for persons directly engaged in the performance of the work, at cost without any allowances thereon for overhead and profit.

2. Basis of Payment:

- 2.1 The preferred method of payment shall be Milestone payments. Milestone Payments shall be made based on stated deliverables following receipt and acceptance of the deliverables and an invoice by the Project Authority.
- 2.2 When the preferred method of payment is not feasible due to the nature of the work being conducted, monthly payments shall be made based on time expended, following receipt and acceptance of an invoice by the Project Authority.
- 2.3 The invoice should include the following information:
 - Name of Project Authority;
 - Standing Offer Agreement Number, Contract Number and date order received;

- Date product or Service delivered;
- Project/ Assignment name;
- Brief description of product or service provided, along with a breakdown by hours worked by individual team members on each major task and progress to the date on invoice;
- Total invoice amount, Total invoiced-to-date;
- % of contract invoiced, % of contract invoiced-to-date;

2.3 The City will pay all invoices on a Net 30 basis, meaning payments will be made by the City within thirty (30) calendar days of receipt and acceptance of the invoice, or the receipt and acceptance of the goods or services, whichever is later.

3. Mark-up for Sub-Consultants:

The City shall not reimburse Offerers for mark-ups from sub consultants.

4. Follow-on Contracts:

The City reserves the right to award subsequent phases of a project to the successful Consultant, and fees for any follow-on contracts shall be based on the same hourly rates proposed under this Request for Standing Offer. **A sliding discount of five percent (5%) shall be applied to hourly rates proposed.**

ANNEX E – SPECIAL PROVISIONS

1. Insurance

In addition to ANNEX F – GENERAL TERMS AND CONDITIONS – Article X XXX the following insurance provisions shall apply.

1.1 Without restricting the generality of the Indemnification provisions, and in addition to the insurance requirements set out in the City's General Terms and Conditions found in Annex G, the Consultant shall, during the term of the contract, provide, maintain and pay for:

1.1.1 Automobile Liability Insurance for owned/ leased licensed vehicles with limits of not less than \$2,000,00.00 inclusive per occurrence for bodily injury, death and damage to property;

1.1.2 Professional Liability (Errors & Omissions) Insurance with a policy limit for each single claim of not less than \$2,000,000.00. Such insurance shall not exclude bodily injury or property damage including loss of use; mold, pollution or asbestos. If such insurance is written on a claims made basis, the coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this agreement or contain a 24-month extended reporting period;

1.1.3 Commercial General Liability Insurance issued on an occurrence basis, for an amount of not less than \$5,000,000 per occurrence of any negligent acts of omissions relating to their obligations under this Agreement including those amounts they shall become obligated to pay by reason of liability imposed by law for damages arising out of or in connection to the Project. Such insurance shall include bodily injury and property damage, including loss of use; product, broad form completed operations; premises, property and operations; personal injury; blanket contractual liability; non-owned automobile; broad form property damage; owners and contractors protective; occurrence property damage; medical payments; employees as additional insured(s); contingent employers liability; cross liability and severability of interest clauses. Such insurance shall be in the name of the Consultant and shall name the City of Iqaluit, its elected officials, agents, officers and employees as additional insured; and shall be non-contributing and apply as primary and not as excess of any insurance available to the City of Iqaluit and shall contain a waiver of subrogation in favour of the City of Iqaluit; and

1.1.4 Consultants are required to carry a limit of not less than \$2,000,000 per incident Environmental Impairment Liability insurance for work where there is a risk to impact the environment triggering clean-up

requirements, third party claims for bodily injury and property damage, and associated legal expenses resulting from pollution or contamination events, whether such events are “sudden and accidental” or “gradual” in nature. Such insurance shall be in the name of the Consultant and shall name the City of Iqaluit, its elected officials, agents, officers and employees as additional insured; and shall be non-contributing and apply as primary and not as excess of any insurance available to the City of Iqaluit and shall contain a waiver of subrogation in favour of the City of Iqaluit.

- 1.2 The Consultant shall provide the City with proof, in a form satisfactory to the City, of the insurance required under this section prior to the commencement of work and upon the anniversary date of all applicable policies.
- 1.3 If the City requests to have the amount of coverage increased or to obtain other special insurance for the Services for the Project, then the Consultant shall endeavor forthwith to obtain such increased or special insurance at the City’s expense.
- 1.4 All the above insurance policies shall contain an endorsement to provide all Named Insureds and Additional Insureds with thirty (30) days prior written notice of cancellation in whole or in part.

2. Changes and Additional Services

The City may, with the consent of the Consultant, in writing and at any time before or after the commencement of the Services, extend, increase, vary, or otherwise alter the Services, and in such cases the City shall pay the Consultant in accordance with agreed upon rates, either per hour, per diem or fixed costs, as may be determined.

3. Approval by other Authorities

Where either the Services of the Consultant or the Project is subject to the approval or review of an authority, government department or agency other than the City, such approval or review shall be obtained through the offices of the City and unless authorized by the City in writing, such approval or review shall not be obtained by direct contact by the Consultant with such other authority, government department or agency.

4. Locations and Consultant’s Office

For the purposes of this Agreement, all Services performed by the Consultant shall be deemed to be performed outside of the City of Iqaluit, unless otherwise indicated by the Consultant. All fees and disbursements shall be calculated and invoiced according to the applicable deemed location of the Consultant’s office.

5. Interim Expenditure Reports and Payment Restriction

- 5.1 The Consultant shall notify the City, in writing, when fifty percent (50%) of the total funds allocated for the Services have been expended, and again when seventy-five percent (75%) of the funds have been expended. The Consultant shall submit with each of these notices, a detailed report of the Services completed at the interim expenditure dates.
- 5.2 The Consultant's total fees and disbursements for the performance of all the Services required under the terms of this Agreement shall not exceed the total amount stated in the Purchase Order.
- 5.3 The total amount specified in the Purchase Order, as well as all applicable taxes payable, shall represent the total amount payable to the Consultant with respect to the provision or supply of any Services or intangible property by the Consultant to the City, or in connection with the provision, supply, transfer or sale of any goods, material or tangible property by the Consultant to the City pursuant to this Agreement. Any changes in taxes payable during the Term this Agreement may, in the discretion of the City, either increase or decrease the total amount payable to the Consultant under the terms of this Agreement.

6. Key Assignment Requirements

The City will require the Consultant to complete the following tasks as part of Services.

6.1 Bi-Weekly Status Reports

The Consultant shall submit bi-weekly status reports to the Project Authority. Bi-weekly status report should include the following:

- Project title;
- Consultant;
- Consultant Project Manager;
- Engineering Request #;
- Date Prepared;
- Job Actual % Complete;
- Project Financials Update (hours/ cost) – budget, to-date, % used;
- Progress for last two-weeks;
- Plan for next two-weeks;
- Problems/ challenges;

6.2 Monthly Cost Forecasting

The Consultant shall submit monthly cost forecasting to the Project Authority. This cost schedule forecast must be indicative of how the Consultant plans on invoicing the City, based on the assignment requirements, and the established assignment schedule.

6.3 Deliverables

- 6.3.1 All project documentation shall be considered deliverables and shall form the core of the project record. It is the intent that these deliverables be submitted in electronic format unless otherwise specified.
- 6.3.2 Final deliverables shall be in their native format accompanied by a PDF copy of each.
- 6.3.3 It is the Consultant's responsibility to ensure that the requirements for all deliverables be applied to all Subconsultants, Contractors, Subcontractors and Vendors.
- 6.3.4 All supporting and originating data (graphs, data, pictures, tables, etc.) that are developed and incorporated into the deliverable documentation shall be included in the electronic deliverables in a logical file folder structure.
- 6.3.5 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.
- 6.3.6 Final deliverables could include but are not limited to:
- Reports and/or studies;
 - Memorandums, Letters;
 - Cost estimate sheets;
 - Schedules;
 - Engineering Drawings;
 - CAD Drawing files;
 - Engineering Drawings as-builts (where applicable);
 - Design calculations;
 - Modeling files;
 - Soils reports;
 - Shop Fabrication Drawings, including all erection diagrams and detail drawings for steelwork, steel reinforcement and equipment, Bill of Materials, Mill Test Certificates, Reinforcing Schedules, etc.;
 - Vendor Data – including:
 - *A list of all equipment by equipment number referenced by facility and description as to where the equipment is located;*
 - *All equipment drawings;*
 - *All supplementary documents;*
 - *Data sheets;*
 - *Performance curves, set-points, calibration information, etc.;*
 - *Operation and maintenance manuals including spare parts lists, schematic and wiring diagrams of internal systems such as hydraulic, pneumatic, electrical, and instrumentation;*

- All equipment purchase specifications;
- Quality Assurance – including copies of all inspections, NDE reports and tests, Commissioning and Performance Test Reports, Special Studies and Reports;
- Functional Specification for PLC/DCS programming and for complex systems;
- PLC, DCS, HMI Programs – copies of all programs;
- Commissioning Manual including any checklists and sign-offs;

6.4 Project Changes

Any changes to the original project scope must be documented and issued under Change Order to the City's Project Authority. Only after approval has been provided by the City, can the Consultant begin the additional work identified in the Change Order.

6.5 Project Close-Out

Once a project under the Services has been completed, the Consultant will be required to complete the Job Completion Form (see Appendix F). The form must be completed and submitted to the Project Authority within 4-weeks of issuing the final job deliverables.

7. Call-up Tasks Against the Standing Offer

The following steps described below set out the basic process for engaging services under the Standing Offer. This process is further illustrated in the Process Flowchart (Table 1). Table 1 is located after the section "Call-up Procedures."

Task(s) will be called-up by the Project Authority as follows:

1. The Project Authority will provide the Consultant with a description of the task(s) to be performed, or a Scope of Work, timeline for when the requested work must be completed.
2. The Consultant will, within the timeframe allocated, estimate a price based on the Scope of Work (refer to Response Time below). If the work cannot be completed within the requested timelines, the Consultant must propose a new timeline, which will be reviewed by the Project Authority.
3. Prior to commencing any work, a firm price shall be established by multiplying the Standing Offer Rates specified in the Basis of Payment Table by the number of hours, days, and/ or units estimated by the Consultant. The Consultant will be required to identify all deliverables associated with the services that will be provided.
4. The Project Authority will then formally authorize the Consultant to proceed with the work by issuing a formal Agreement which shall be in the form of a Purchase Order.

5. The resulting Purchase Order will be subject to the Agreement Terms and Conditions set out herein, and the Scope of Work and Delivery deadlines specified in the agreement must be adhered to (see Delivery Time below).

The Project Authority shall coordinate work requirements and be responsible for all matters concerning assignments specified in Agreements made pursuant to this Standing Offer.

8. Response Time

- 8.1 Response time refers to the timeframe in which the Consultant responds to an initial request for services from a Project Authority. In many circumstances, the work may be required as a result of an emergency situation; therefore it is critical that the Consultant be able to provide a quick response.
- 8.2 The Consultant will be required to respond directly to the Project Authority requesting the services.
- 8.3 The Consultant's responsiveness to the Project Authority's orders is extremely important. The Consultant should be able to process orders within as little as 24 hours of the date that the original request is made and up to no more than five (5) business days.
- 8.4 Exceptions to these standards must be brought to the Project Authority's attention at the time of the order's original receipt. In the event the Consultant cannot reply within the preferred timeframe, the Project Authority shall be at liberty to request the services from another Consultant in accordance with the SOA Terms of Acceptance set out in the RFP.

9. Delivery Time

- 9.1 Upon receipt of a Contract against the Standing Offer, the Consultant will complete the services specified in accordance within the delivery time requirement stipulated in the Contract. Delivery Time refers to the timeframe in which the agreed upon service is provided. This timeframe may also be referred to as the Completion Date. The agreed delivery time shall be set out in the Contract and shall be adhered to by the Consultant.

ANNEX F – GENERAL TERMS AND CONDITIONS

General Terms and Conditions

The City's *General Terms and Conditions* are incorporated by reference into this solicitation. By submitting a bid, Offerers confirm that they have read the City's General Terms and Conditions and agree to be bound by them in any resulting contract.

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: ###
(hereinafter referred to as the "Consultant")
OF THE SECOND PART

WHEREAS the CITY OF IQALUIT has requested the Consultant to provide certain services in a Request for Bid (RFQ) dated ##### and titled "#####";

AND WHEREAS the Consultant has agreed to provide such services to the CITY OF IQALUIT in its response to the Request for Bid (Bid) dated #####;

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 Terms of Reference of the Request for Bid for #####. A copy of the RFQ 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 ##### plus GST, for the provision of professional services based on the Bid dated ##### and as attached in Appendix "B" hereto.

2. TERM

- 2.1 This Contract shall commence on the ##^{set} of #####, ##### and terminates on the ##st of #####, ##### 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:

####

Reference:

ii) If to the Consultant at:

####

- 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 Quotations or tender call, the provisions of the request for Quotations or tender call and the Consultant's bid or Bid submission are incorporated into this Contract and may be used to clarify, explain or supplement this Contract, but shall not be used to contradict any express terms of this Contract.
- 4.3 In the event of a conflict between this Contract, the Consultant's bid or Bid submission, and the City's original tender bid instructions or Request for Quotations, the more recently prepared document shall govern to the extent of such inconsistency.

5. GENERAL TERMS

- 5.1 Any information obtained from or concerning any department of the CITY OF IQALUIT or clients of any department of the CITY OF IQALUIT, by the contractor, its agents or employees in the performance of any contract shall be confidential. The Consultant shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the CITY OF IQALUIT and in the possession of or under the control of the Consultant. This clause survives the termination of this contract.
- 5.2 Time shall in every respect be of the essence. The Consultant shall deliver the services specified in the contract and according to the project schedule on costs. The CITY OF IQALUIT may grant reasonable extensions to the Consultant for delays, if the Consultant can show those delays were caused by circumstances beyond the control of the Consultant.
- 5.3 The Consultant is an independent Consultant with the CITY OF IQALUIT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the CITY OF IQALUIT and the Consultant. The Consultant is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation and the Nunavut Payroll Tax.
- 5.4 This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 5.5 No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.

- 5.6 The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 5.7 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Consultant in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the Property") shall vest in the CITY OF IQALUIT and the Consultant hereby absolutely assigns to the CITY OF IQALUIT the copyright in the property for the whole of the term of the copyright. The Consultant shall not be responsible for any loss or damage suffered by the City of Iqaluit or any third parties resulting from any unauthorized use or modification of the property, errors in transmission of the property, changes to the Property by others, the consequences of design defects due to the design of others, or defects in contract documents prepared by others, and the City of Iqaluit agrees to defend, indemnify, and hold the Consultant harmless from and against all claims, demands, losses, damages, liability and costs associated therewith. Subject to the foregoing, the Property may be relied by the City of Iqaluit for design and construction work undertaken by other parties with respect to the Services provided that such parties verify the accuracy and completeness of the Property to their satisfaction.
- 5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 5.9 This contract may be extended by the written consent of the parties.
- 5.10 The CITY OF IQALUIT may delegate any of its authority and undertaking pursuant to this contract to any employee or contractor the CITY OF IQALUIT by notice in writing to the Consultant.
- 5.11 This contract shall ensure to the benefit of and be binding on the respective administrators, successors and assignment of each of the parties hereto.
6. CONSULTANT RESPONSIBILITIES
- 6.1 The Consultant shall indemnify and hold harmless, the CITY OF IQALUIT, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the negligent acts, errors, or omissions of the Consultant under this contract.
- 6.2 The Consultant shall be liable to the CITY OF IQALUIT for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Consultant for use in connection with the contract if such loss or damage is attributable to the negligence or deliberate acts of the Consultant or its employees or agents.
- 6.3 If, in the opinion of the CITY OF IQALUIT acting reasonably, the Consultant is in default in respect of any obligation of the Consultant hereunder, the CITY OF IQALUIT may rectify such default and pursue a claim against the Consultant for any direct costs associated with any such remediation, including a reasonable allowance for the use of the CITY OF IQALUIT's own employees or equipment.

- 6.4 The Consultant may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the CITY OF IQALUIT. In the case of a proposed assignment of monies owing to the Contractor under this contract, the consent in writing of the CITY OF IQALUIT must be obtained.
- 6.5 The Consultant shall keep proper accounts and records of the services for a period of 3 years after the expiry or termination of this agreement. At any time during the term of this contract or during the three years following the completion or termination of this agreement, the Consultant shall produce copies of such accounts and records upon the written request of the CITY OF IQALUIT.
- 6.6 The Consultant shall notify the CITY OF IQALUIT immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the services under this contract.
- 6.7 If at any time the Consultant considers their estimates indicate costs will exceed the project budget they will immediately advise the City of Iqaluit. If in the opinion of the City of Iqaluit, acting reasonably, the excess is due to design, costs factors or matters under the control or reasonably foreseeable by the Consultant, the CITY OF IQALUIT may require the Consultant to do everything by way of revision of the design to bring the cost estimate within the project budget. Costs of completing such revisions shall be based upon a level of compensation reasonably appropriate to the circumstances, including the reason for the revisions.
- 6.8 Except as required in the performance of services set out in this agreement, the Consultant must maintain as confidential all data and information made available to the Consultant, the CITY OF IQALUIT, or any other parties which is generated by or results from the Consultant's performance of the Services described in this Contract. All such data and information is the property of the City of Iqaluit. This clause shall survive the termination of the Contract.

7. TERMINATION

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

8. FINANCIAL

- 8.1 The CITY OF IQALUIT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Consultant without penalty, expense or liability, if in the opinion of the Contracting Authority, the Consultant has failed to comply with or has in any way breached an

obligation of the consultant. Any such hold back shall continue until the breach has been rectified to the satisfaction of the CITY OF IQALUIT.

- 8.2 The CITY OF IQALUIT may set off any payment due the Consultant against any monies owed by the Consultant to the CITY OF IQALUIT.
- 8.3 The City of Iqaluit will pay the Goods and Services Tax (GST).
- 8.4 Provided all terms and conditions on the part of the Consultant have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later. Invoices from Nunavut Consultants (as defined by the CITY OF IQALUIT NNI Policy) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the services, whichever is later.
- 8.5 The CITY OF IQALUIT may, in order to discharge lawful obligations or to satisfy lawful claims against the Consultant or a Subconsultant arising out of the execution of work, pay any amount, which is due and payable to the Consultant under the contract, if any, directly to the obligee of and the claimants against the Consultant or Subconsultant.

9. INSURANCE AND LIABILITY

- 9.1 The Consultant's liability to the City of Iqaluit for claims arising out of this Agreement, or in any way relating to the Services, will be limited to direct damages and to the re-performance, without additional compensation, of any Services not meeting a normal professional standard of care and such liability will, in the aggregate, not exceed the amount of \$1,000,000.00. The limitations of liability will apply, to the extent permitted by law, whether Consultant's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and will extend to and include Consultant's directors, officers, employees, insurers, agents and sub-consultants.
- 9.2 In no event will either party be liable to the other party for indirect or consequential damages including without limitation loss of use or production, loss of profits or business interruption.
- 9.3 The Consultant shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:
 - a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Consultant or any sub-consultant, or due to unsafe working conditions, then such levy or assessment shall be paid by the Consultant at its sole cost and is not reimbursed by the CITY OF IQALUIT.
 - b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Consultant's employees engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (e) 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.

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

FOR THE CITY OF IQALUIT:

Name/Title

Signature

Date

Witness

FOR THE CONSULTANT:

Name/Title

Signature

Date

Witness

APPENDIX I – PROJECT REFERENCE FORM

Category Applied For (e.g. Category 1):		
Project Title:		
Client Name/ Location:		
Client Reference Contact Information:	Name:	
	Contact & Title:	
	Address:	
	Phone #:	Email:
Budget:	Initial:	Actual:
Duration:	Start Date:	End Date:
Resources who worked on the project, and who are part of the proposed team for the SO:		
Project Overview and Type of Services Provided:		
Offerer's Role/ Responsibilities (<i>indicate whether prime or sub-consultant</i>):		
Project Complexity, identifying unique and relevant issues successfully addressed:		
Methodology:		

Note: Please provide a separate sheet for each project.

APPENDIX II – KEY TEAM MEMBER DESCRIPTION FORM

Category Applied For (e.g. Category 1):	
Name:	
Proposed Responsibility:	
Relevant Education, Accreditations, Qualifications and Experience:	
Years of Relevant Experience:	
Examples of Relevant Project Experience:	
Location:	

APPENDIX III – LIST OF CATEGORIES

Please place a check mark in the space to the left of the category to be considered, and return this page with your Technical Offer Package.

CATEGORY NUMBER	CATEGORY NAME	CHECK BOX
1	Planning, Feasibility, Pre-Engineering, Environmental Studies and Assessments	
2	Design and Construction Services – Roads, Sewers, Watermains	
3	Design and Construction Services – Water Distribution/ Treatment and Waste Water Collection	
4	Design and Construction Services – Buildings/ City Facilities	
5	Structural Services – Bridges, Culverts, Dams, Retaining Walls, etc.	
6	Building Condition Assessments;	
7	Third-Party Commissioning	
8	Geotechnical Investigation	

Name of Proponent: _____

 Name Signature Title Date