



**REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES FOR
ROAD REHABILITATION**

City of Iqaluit

Iqaluit, NU

BID CALL: May 1, 2019

QUOTATIONS DUE: May 24, 2019

before 3:00:00 PM E.D.T.



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



1.0 GENERAL

1.1 Introduction

The City of Iqaluit, is seeking Quotations for **Construction Services** for the road rehabilitation project “the Project” for the City of Iqaluit. The purpose of this Request for Quotations is to select qualified contractors to complete the scope of work outlined in Appendix A.

The requirements of the submission are outlined in Sections 2 and 3 of this RFQ.

1.2 Background

The City of Iqaluit is proceeding with the construction of various roadworks within Iqaluit as described in Appendix A. The works include road repaving, road structure repairs, culvert replacements, earth ditch cleanout and road line painting. The contractor will be responsible for supply and installation of all material, equipment and labour.

1.3 Definitions

In this RFQ the following definitions shall apply:

“City” or “Owner” means City of Iqaluit;

“Contract” means a formal written agreement between the and the successful Bidder to undertake the services, the preferred form of which is attached as Appendix C;

“Bidder” means an entity that submits a Bid;

“Bid” or “Submission” means a Bid submitted on response this RFQ;

“RFQ” means Request for Quotation;

“Site” means the place or places where the services are to be performed;

“Successful Bidder” means the Bidder selected to enter into negotiations for a contract.

2.0 INSTRUCTIONS TO BIDDERS

2.1 Submission

Bidders must submit electronic (PDF) copies of their Bid(s), emails are to be received before 3:00:00 pm EDT on May 24, 2019 addressed to:

Matthew Van Strien
Procurement Officer
City of Iqaluit
M.VanStrien@city.iqaluit.nu.ca

Emails should be clearly marked in the subject line with “City of Iqaluit – Construction Paving” and the Bidder name.



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



Bidders shall submit a Cost Submission form identifying the corresponding costs, as shown in Appendix B.

The total size of email submissions should be less than 9MB in size to facilitate delivery and adequate time must be allowed for delivery. It is the Bidder's responsibility to confirm successful receipt of the email submission prior to the deadline.

The final decision on whether to accept late Quotations is at the City's discretion.

2.2 Inquiries and Amendments

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

Matthew Van Strien
M.VanStrien@city.iqaluit.nu.ca

The deadline for submitting inquiries is 5 business days prior to the date and time of the submission deadline.

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

2.3 Bidder Requirements

The successful Bidder(s) must have a valid City of Iqaluit Business License prior to award of any Contract.

2.4 Solicitation of Council Members, City Staff and City Consultants

Bidders and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this RFQ, other than the those named in Section 2.2, at any time prior to the award of a contract or the cancellation of this RFQ.

2.5 Terms and Conditions

2.5.1 Submission of a Bid constitutes acknowledgement that the Bidder has read and agrees to be bound by all the terms and conditions of this RFQ.

2.5.2 The City will not make any payments for the preparation of a response to this RFQ. All costs incurred by a Bidder will be borne by the Bidder.

2.5.3 This is not an offer. The City does not, by virtue of this Bid call, commit to an award of a Bid, nor does it limit itself to accepting the lowest price or any Bid submitted, but reserves the right to award this Bid in any manner deemed to be in the City's best interest.

- 2.5.5 The City has the right to cancel this RFQ at any time and to reissue it for any reason whatsoever, without incurring any liability and no Bidder will have any claim against the City as a result of the cancellation or reissuing of the RFQ.
- 2.5.6 The City will not be responsible for any Bid that does not indicate the RFQ reference, and the Bidder's name.
- 2.5.7 The City will not be responsible for any Bid that is delivered to any address or in any manner other than that provided in Section 2.1 of this RFQ.
- 2.5.8 If a contract(s) is to be awarded as a result of this RFQ, it will be awarded to the Bidder whose Bid 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.
- 2.5.9 If the City decides to award a contract(s) based on a submission received in response to this RFQ, the Successful Bidder(s) 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. Bidders will not acquire any legal or equitable rights or privileges whatsoever until a Contract is signed by both parties.
- 2.5.10 In the event of any inconsistency between this RFQ, and any ensuing Contract(s), the Contract shall govern.
- 2.5.11 Any Contract(s) will be in the form of the City's standard "City of Iqaluit Services Agreement" and it will contain the relevant provisions of this RFQ, the accepted Bid as well as such other terms as may be mutually agreed upon, whether arising from the accepted Bid or as a result of any negotiations prior or subsequent thereto. The City reserves the right to negotiate modifications with any Bidder who has submitted a Bid.

A copy of the Services Agreement is included as Appendix C.
- 2.5.12 Any amendment made by the City to the RFQ will be issued in writing and sent to all who have received the documents via addenda.
- 2.5.13 An Evaluation Committee will review each Bid. The City reserves the exclusive right to determine the qualitative aspects of all Quotations relative to the evaluation criteria.
- 2.5.14 Quotations will be evaluated as soon as practicable after the closing time. No detail of any Bid will be made public except the names of all parties submitting Quotations.
- 2.5.15 Bidders must acknowledge receipt of any addenda issued by the City in their Bid.

2.6 Validity of Offer

Quotations shall remain open for acceptance for a period of not less than sixty (60) days from the closing date of this RFQ.



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



3.0 BID REQUIREMENTS

3.1 Mandatory Requirements

Bidders must satisfy the following mandatory requirements in their Quotation in accordance with the requirements of this RFQ. Bidders shall submit the following:

- a) Fully executed and unconditional Cost Submission Form

3.2 Financial

Submit a properly executed and unqualified Cost Submission Form. The fixed price shall include all disbursements / expenses.

3.3 Evaluation Process

The Owner will appoint an Evaluation Committee for the purpose of evaluating Quotations.

The Quotation evaluation follows a two-step process:

- a) Validation of mandatory requirements;
- b) Firm evaluation, 30 points available;
- c) Financial evaluation, 70 points available;

Quotations that do not meet the mandatory requirements will not be considered further.

3.4 Firm Evaluation

Total Value 30 Points

Designated Project Manager (10 Points Available)

The designated project manager will be the Bidders staff who is responsible for the delivery and successful completion of the project. They will be the primary point of contact with the City's Project Manager.

- Years of Experience:** 15+ years (4 points)
7 to 14 years (2 points)
1 to 7 years (1 point)
- Education/ Certification:** Engineering Degree/ Professional Engineer (4 points)
Certified Engineering Technician/ Technologist (2 points)
- Reference Projects:** Provide two completed reference projects of similar scope and budget, including project outcomes, budget, location and reference contact number. (2 points)



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



Full-Time Site Superintendent (10 Points Available)

The Site Superintendent will be onsite at all times while work is occurring and will be responsible for ensuring the project is delivered safely and overseeing the completion of the work.

Years of Experience: 20+ years (6 points)
10 to 19 years (3 points)
1 to 9 years (1 point)

Reference Projects: Provide two completed reference projects of similar scope and budget, including project outcomes, budget, location and reference contact number. (4 points)

Project Specific Health and Safety Plan (10 Points Available)

The plan must be specific to this project and include, at a minimum, the following information:

- Identify any hazards associated with the work and provide measures to mitigate or eliminate the risk.
- Identify how the Bidder will communicate with the City for any issues encountered during the completion of the work.
- Identify how public traffic will safely interact with the project, and how it will be safely managed.

3.5 Financial Evaluation

Total Value 70 Points

Points will be awarded on the basis of the fixed fee Quotation and the allocation of fees based on the various Phases required of the project.

Each Bidder will receive a percentage of the total possible points allocated to price based on the following formula:

Lowest Price/Proponent Price x 70 Points = Proponents Points.

4.0 TERMS OF PAYMENT

The consultant shall be reimbursed monthly for works completed for each service provided.

The invoice shall include the project title, **the Service Contract number**, a description of the work completed, and a billing summary. The summary shall include the tasks as set forth in the costing submission, the proposed costs, costs to date, percentage invoiced to date, and the percentage of work completed to date for each task.



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



No payment will be made for the cost of work incurred to remedy errors or omissions for which the consultant is responsible.

5.0 SCHEDULE

DATE	ACTION
May 1, 2019	<ul style="list-style-type: none">• Opening date for RFQ
May 24, 2019, before 3:00:00 pm EDT	<ul style="list-style-type: none">• Closing date for RFQ
June 7, 2019	<ul style="list-style-type: none">• Anticipated Award date
June 13, 2019	<ul style="list-style-type: none">• Anticipated Project Start / Kick-Off Meeting
September 2019	<ul style="list-style-type: none">• Project Complete



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



Appendix A – Scope of Work

The contractor will be responsible to perform the below noted works. The contractor will also be responsible for all traffic management including flaggers, ensuring one lane remains open at all times. Pictures of each location can be seen in Appendix D.

No.	Location	Total Area (m ²)	Scope of work
1	Airport entrance (near yellow terminal)	340	<ol style="list-style-type: none"> Existing asphalt to be saw cut in a triangular fashion (two cuts in total) as shown in Appendix D location #1. Refer to Repaving Detail below
2	Federal road (near legislative assembly)	N/A	<ol style="list-style-type: none"> Replace two 15m x 300mm culverts at different locations with 15m x 600mm new culverts (excavate 2 trenches, 1 culvert per trench); refer to Pipe Culvert Replacement Detail below Clean and grade ditches to ensure new culverts are not backfilled with material; refer to earth ditch cleanout detail below Drainage path has been obstructed by the parking lot at GOCB. Contractor to reinstate the drainage ditch in the right-of-way that has been paved over by removing the hard surface from the road right-of-way, excavate material and grade to ensure positive drainage along ditch-line, matching the backslope and foreslope of the drainage ditch leading up to the parking lot.
3	Atungauyait drive #1692	65	<ol style="list-style-type: none"> Existing asphalt to be saw cut in a square fashion (three cuts in total) at each of the two locations as shown in Appendix D location #3 Refer to Repaving Detail below
4	Atungauyait drive #446	60	<ol style="list-style-type: none"> Existing asphalt to be saw cut along the three sides of the pentagon that are drawn through the existing asphalt (3 cuts in total) as shown in Appendix D location #4 Refer to Repaving Detail below; tie-ins required at three sides of intersection.
5	Qiyuttaat lane #1643	800	<ol style="list-style-type: none"> Replace one 300mm culvert with new 600mm x 10m culvert; Refer to Pipe Culvert Replacement Detail below Clean and grade ditches to ensure new culverts are not backfilled with material; refer to earth ditch cleanout detail below Entire street to be paved (approximately 100m in length). Existing asphalt to be saw cut
6	Atungauyait drive #1650		

			<p>perpendicular to road at each end of the road section (two cuts in total). Refer to Repaving Detail below.</p> <ol style="list-style-type: none"> 4. Road structure will need to be repaired at location identified in Appendix D location #5, #6 5. Refer to Road Structure Repair Detail below.
7	Paunna road #415	40	<ol style="list-style-type: none"> 1. Existing asphalt to be saw cut perpendicular to road at each side of the road section (two cuts in total). 2. Refer to Repaving Detail below
8	Niaqunngusiaq #2200	1,120	<ol style="list-style-type: none"> 1. Road depression aligned with wheel tracks due to heavy loads (about 140m in length). Existing asphalt to be saw cut perpendicular to road at each end of the road section (two cuts in total). 2. Refer to Road Structure Repair Detail below. 3. Location is on main street; traffic control will need to be used
9	Niaqunngusiaq #2202		
10	Niaqunngusiaq #2206		
11	Niaqunngusiaq #2219A	4	<ol style="list-style-type: none"> 1. Road depression in small 2m x 2m location on street. Existing asphalt to be saw cut in a square fashion (three cuts in total) as shown in Appendix D location #11. 2. Repair Road structure and Re-pave, Refer to Road Structure Repair Detail below.
12	Aqsarniit School	16	<ol style="list-style-type: none"> 1. Road depression on a 2m strip of road. Existing asphalt to be saw cut perpendicular to road at each end of the road section (two cuts in total). 2. Refer to Road Structure Repair Detail below.
13	Abe Okpik #2425	32	<ol style="list-style-type: none"> 1. Road depression on one side of road. Existing asphalt to be saw cut in a square fashion (three cuts in total) as shown in Appendix D location #13. 2. Repair Road structure and Re-pave, Refer to Road Structure Repair Detail below.
14	Tulugaq street #2694	50	<ol style="list-style-type: none"> 1. Existing asphalt to be saw cut in a square fashion (three cuts in total) as shown in Appendix D location #14 2. Refer to Repaving Detail below
15	Tulugaq street #2696	90	<ol style="list-style-type: none"> 1. Existing asphalt to be saw cut perpendicular to road at each side of the road section and at perpendicular road (three cuts in total).

			<ol style="list-style-type: none"> 2. Refer to Repaving Detail below; new paved section will need to be tied-in to all three sides of the 3-way intersection
16	Abe Okpik #2689	16	<ol style="list-style-type: none"> 1. Existing asphalt to be saw cut perpendicular to road at each side of the road section (two cuts in total). 2. Refer to Repaving Detail below
17	Niaqunngusiaq #2706	40	<ol style="list-style-type: none"> 1. Road depression on a 4m strip of road; Road structure on South side of road more compromised than North side. Existing asphalt to be saw cut perpendicular to road at each end of the road section (two cuts in total). 2. Refer to Road Structure Repair Detail below.
18	Tasilik street #2713, #2717	15	<ol style="list-style-type: none"> 1. Confirm condition of culvert 2. Clean and grade ditches to ensure new culverts are not backfilled with material; refer to earth ditch cleanout detail below 3. Road depression near edge of road above culvert. Contractor to ensure all identified pavement is removed and road base is properly installed when installing granular A material as per Culvert Replacement Detail below.
19	Tasilik street #2719	50	<ol style="list-style-type: none"> 1. Existing asphalt to be saw cut perpendicular to road at each side of the road section (two cuts in total). 2. Refer to Repaving Detail below 3. Material needed to backfill shoulder of road to match pre-existing grading.
20	Road to nowhere	1,120	<ol style="list-style-type: none"> 1. New paving from identified location in Appendix D location #20 to entrance of apartment building in foreground 2. Regrade entire section of gravel road and remove any unsuitable material 3. Install 300mm Granular B compacted and graded 4. Install 150mm Granular A graded and compacted to 98% proctor via Nuclear Densometer 5. Apply tackcoat to granular sub-base 6. Install one 60mm lift of asphalt. To be tied in at centre of road with 3% grade.

All excavated asphalt and material to be disposed of at a location designated by the City or salvaged by the contractor at no additional cost to the Owner.

All traffic control required to complete the work shall be at no additional cost to the Owner. A traffic control plan shall be submitted and approved for each location of the work prior to the work commencing.

Repaving Detail

1. Existing asphalt to be saw cut as identified in table above. Exact saw cut locations will be confirmed by the City on site.
2. Excavate 150mm below bottom of asphalt grade in all areas requiring new asphalt and backfill with Granular A material. Granular material to be graded to match the existing grade and compacted to 98% proctor via Nuclear Densometer
3. Thoroughly clean new and pre-existing sawcuts prior to application of tack coat of asphalt
4. Apply tack coat to all existing longitudinal and transverse joints
5. Re-pave excavated section with butt joint tie-in; match existing asphalt grade. One lift of asphalt shall be paved. Asphalt shall be 60mm thick of Hot Load 13.2 mm aggregate Hot Mix (HL3) Asphalt.

Road Structure Repair Detail

1. Existing asphalt to be saw cut as identified in table above. Exact saw cut locations will be confirmed by the City on site.
2. Excavate 450mm below bottom of asphalt grade in all areas requiring new asphalt and backfill with 300mm Granular B and 150mm Granular A material. Granular material to be graded to match the existing grade and compacted to 98% proctor via Nuclear Densometer.
3. Thoroughly clean new and pre-existing sawcuts prior to application of tack coat or asphalt
4. Apply tack coat to all existing longitudinal and transverse joints
5. Re-pave excavated section with butt joint tie-in; match existing asphalt grade. One lift of asphalt shall be paved. Asphalt shall be 60mm thick of Hot Load 13.2 mm aggregate Hot Mix (HL3) Asphalt.

Pipe Culvert Replacement Detail

1. Remove existing culvert; dispose of existing culvert at location designated by the City
2. Pipe Culvert bed to be compacted and shaped to receive bottom of pipe
3. Install pipe culverts
4. Install Granular A cover material over culvert as per “Pipe Culvert in Embankment” detail found in Appendix F; minimum of 450mm cover material to be installed over top of the culvert, compacted to 95% proctor dry density via Nuclear Densometer.
5. Backfill remaining area with Granular A; granular material to be graded to match the existing grade and compacted to 98% Standard Proctor via Nuclear Densometer. Refer to “Pipe Culvert in Embankment” detail found in **Appendix F**.
6. Armour culvert inlet and outlet with rip-rap. Refer to “Culvert Apron Detail” in **Appendix F** for rip rap specifications.



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



- parallel to the travel direction, assume 8m wide road.
- 60 cm in width.
- 4 meters in length.
- white in colour
- Refer to detail drawing in Appendix F for information

Stop Lines

At locations identified on the maps, stop line markings shall be applied:

- white in colour.
- 30 cm in width.
- installed over the entire width of the travel lanes approaching the intersection.
- set-back 5.6m from the intersection edge.
- Refer to detail drawing in Appendix F for information, Assume 4m wide lane.

Turn Arrow

Refer to detail drawing in Appendix F for information on size of arrow. Arrow is to be white in colour.

Speed Bumps

At locations identified on the maps, speed bump markings shall be applied:

- yellow in colour
- 30cm wide stripe perpendicular to the speed bump, covering the full width of the speed bump.
(assume 8 m wide road)
- Stripes will be spaced 1m apart center-to-center along the length of the speed bump.

Line painting quantity, refer to appendix E for locations.

Map	Stop Line	Crosswalk	Speed Bumps	Turn Arrows
AP-1	18		2	
AP-2	5			
PS-1	3			
N40-1	4			2
N40-2	4			
CA-1	8	2		
CA-2	23	3	1	2
LI-1	16	2		
CA-3	20	6	1	
HV-1	12	1		
HV-2	27			
TR-1	28	2		
TR-2	18	1		
TV-1	19			
TV-2	13			
RN-1	3		1	
LS-1	7			
TOTAL	228	17	5	4



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



Appendix B – Cost Submission Form



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



Cost Submission Form

Bidder Name: _____

Provide the following cost breakdown for the services detailed herein that the Bidder is proposing to offer the City of Iqaluit*. All locations will be priced as per the approximated areas identified in Appendix A, where applicable. Any deviations from these approximated areas will be added to or credited from the lump sum price, as per the provisional unit prices provided below.

- | | |
|-----------------------------------|----------|
| 1. Lump Sum cost for Location 1 | \$ _____ |
| 2. Lump Sum cost for Location 2 | \$ _____ |
| 3. Lump Sum cost for Location 3 | \$ _____ |
| 4. Lump Sum cost for Location 4 | \$ _____ |
| 5. Lump Sum cost for Location 5 | \$ _____ |
| 6. Lump Sum cost for Location 6 | \$ _____ |
| 7. Lump Sum cost for Location 7 | \$ _____ |
| 8. Lump Sum cost for Location 8 | \$ _____ |
| 9. Lump Sum cost for Location 9 | \$ _____ |
| 10. Lump Sum cost for Location 10 | \$ _____ |
| 11. Lump Sum cost for Location 11 | \$ _____ |
| 12. Lump Sum cost for Location 12 | \$ _____ |
| 13. Lump Sum cost for Location 13 | \$ _____ |
| 14. Lump Sum cost for Location 14 | \$ _____ |
| 15. Lump Sum cost for Location 15 | \$ _____ |
| 16. Lump Sum cost for Location 16 | \$ _____ |
| 17. Lump Sum cost for Location 17 | \$ _____ |
| 18. Lump Sum cost for Location 18 | \$ _____ |
| 19. Lump Sum cost for Location 19 | \$ _____ |
| 20. Lump Sum cost for Location 20 | \$ _____ |
| 21. Lump Sum cost for Two Signs | \$ _____ |



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



22. Unit Price Cost for Line Painting

Description	Quantity	Unit	Unit Price	Total Price
Stop Line	228	Each		
Crosswalk	17	Each		
Speed Bump	5	Each		
Turn Arrow	4	Each		
			Subtotal	

23. Additional Work Allowance

\$100,000

SUBTOTAL (Items 1 - 23):

\$ _____

Applicable Taxes (GST):

\$ _____

TOTAL FIXED FEE (Incl. GST):

\$ _____

Provisional Unit Price:

- Additional cost For Asphalt Repair** \$ _____ /m²
- Additional cost For Road Structure Repair** \$ _____ /m²
- Additional Cost for 600mm CSP Culvert Replacement*** \$ _____ /m
- Additional cost for Earth Ditch Cleanout** \$ _____ /m
- Additional cost for Granular A**** \$ _____ /t
- Additional cost for Stop Line Paint \$ _____ /ea
- Additional cost for Crosswalk Paint \$ _____ /ea
- Additional cost for Speed Bump Paint \$ _____ /ea
- Additional cost for Turn Arrow Paint \$ _____ /ea

**All disbursements shall be included in the associated Lump Sum costs above.*

***As per details above*

****Includes supply and delivery of culvert and fill material, excavation, removal of existing culvert, backfill, and compaction as required*

*****Including delivery, grading and compaction, as required*



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



Appendix C - City of Iqaluit Services Agreement

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:



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



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 Quotation call, the provisions of the request for Quotations or Quotation 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 Quotation 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.

CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT

- 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.



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



- 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.



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



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.



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



- 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.



CITY OF IQALUIT REQUEST FOR QUOTATIONS
FOR THE PROVISION OF CONSTRUCTION SERVICES TO FOR THE ROAD AND DITCH
REHABILITATION PROJECT



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