



**REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING
SERVICES**

City of Iqaluit

Iqaluit, NU

BID CALL: April 16, 2019

TENDERS DUE: May 7, 2019

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



CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

1.0 GENERAL

1.1 Introduction

The City of Iqaluit, is seeking Tenders for **General Contracting Services** for the Site Access Improvements for the West 40 Landfill “the Project” for the City of Iqaluit. The purpose of this Request for Tenders is to select qualified consultants to complete the scope of work outlined in Appendix A.

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

1.2 Background

The City of Iqaluit is proceeding with the construction of various site and access improvements to the West 40 landfill. The work includes grading for a new fire training ground across from the landfill, fence and berm construction, and the modification and installation of two trailers, to be supplied by the City.

1.3 Definitions

In this RTF 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 B;

“Bidder” means an entity that submits a Bid;

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

“RTF” means Request for Bid;

“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 EST on May 7, 2019 addressed to:

Matthew Van Strien
Procurement Officer
City of Iqaluit



CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

M.VanStrien@city.iqaluit.nu.ca

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

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 Tenders is at the City’s discretion.

2.2 Inquiries and Amendments

All inquiries are concerning this RTF 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 RTF 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 RTF, other than the those named in Section 2.2, at any time prior to the award of a contract or the cancellation of this RTF.

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 RTF.

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

CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

- 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 RTF 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 RTF.
- 2.5.6 The City will not be responsible for any Bid that does not indicate the RTF 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 RTF.
- 2.5.8 If a contract(s) is to be awarded as a result of this RTF, 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 RTF, 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 RTF, 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 RTF, 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 RTF 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 Tenders relative to the evaluation criteria.
- 2.5.14 Tenders 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 Tenders.
- 2.5.15 Bidders must acknowledge receipt of any addenda issued by the City in their Bid.

CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

2.6 Validity of Offer

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

3.0 BID REQUIREMENTS AND EVALUATION

3.1 Mandatory Requirements

Bidders must satisfy the following mandatory requirements in their Quotation in accordance with the requirements of this RTF. 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 Tenders.

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;

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

3.4 Firm Evaluation

Total Value 30 Points

Designated Project Manager (5 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:	10+ years (2 points) 1 to 10 years (1 point)
Education/ Certification:	Engineering Degree/ Professional Engineer (1 points)

CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

Reference Projects: Provide two completed reference projects of similar scope and budget, including project outcomes, budget, location and reference contact number. (2 points)

Full-Time Site Superintendent (5 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: 15+ years (2 points)
1 to 15 years (1 point)

Reference Projects: Provide two completed reference projects of similar scope and budget, including project outcomes, budget, location and reference contact number. (3 points)

Methodology and Schedule (10 Points Available)

Provide details on the methodology required to perform the work. List two (2) reference projects of similar scope. Provide a project schedule that shows how the dates identified in this RTF will be satisfied, keeping in mind the fire training ground needs to be completed before the office trailer fitup as the trailers will be located on the pad.

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.
- If applicable, identify how public traffic will safely interact with the project.

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:

CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

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.

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
April 16, 2019	<ul style="list-style-type: none"> • Opening date for RTF
May 7, 2019, before 3:00:00 pm EST	<ul style="list-style-type: none"> • Closing date for RTF
May 17, 2019	<ul style="list-style-type: none"> • Anticipated Award date
May 20, 2019	<ul style="list-style-type: none"> • Anticipated Project Start / Kick-Off Meeting
November 30, 2019	<ul style="list-style-type: none"> • All work complete
December 20, 2019	<ul style="list-style-type: none"> • Substantial Completion



CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

Appendix A – Scope of Work

CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

SCOPE OF WORK

Scope of work is to include the following:

- Construct new fire training ground located across from the existing West 40 Landfill according to provided design drawings and specifications.
 - City has 3 trucks that will be provided to the successful bidder, including operator, for the purpose of hauling material from the quarry to site. The City has two 12 yard trucks and one 18 yard truck.
 - Contractor to use material from City owned North 40 gravel pit. Contractor to take material from designated locations.
 - Contractor to supply and operate an excavator at the gravel pit to load the trucks and supplement (as required) the provided 3 City trucks and operators to haul the material from the quarry to the project site.

- Selective demolition and combination of two trailers, to be supplied by the City according to the provided design drawings and specifications.
 - Contractor responsible for relocating trailers from current location in Iqaluit.
 - The final location of the trailers will be on top of the completed fire training ground pad, described in the scope of work above.

- Fence and berm construction on the west side of the West 40 Existing Landfill according to the provided drawings and specifications.
 - City has 3 trucks that will be provided to the successful bidder, including operator, for the purpose of hauling material from the quarry to site. The City has two 12 yard trucks and one 18 yard truck.
 - Contractor to use material from City owned North 40 gravel pit. Contractor to take material from designated locations.
 - Contractor to supply and operate an excavator at the gravel pit to load the trucks and supplement (as required) the provided 3 City trucks and operators to haul the material from the quarry to the project site.

Bidders are to demonstrate that they will be able to complete the grading and trailer work by November 30, 2019. As the trailer work is to be installed on top of the fire training ground, bidders are also to demonstrate that the training ground can be completed before the trailer installation on their proposed schedule.

Construction documents can be found in Schedule A: Tender Drawings for further details.

Bidder is to provide an initial project schedule 1 week after the award of the contract. An updated project schedule must be submitted on a monthly basis.



CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

Appendix B – Cost Submission Form



CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

3.0 West 40 Landfill New Fence and Berm Work

Description	Unit	Quantity	Unit Price	Amount
General Requirements				
Survey, Mob & Demob, Testing, All other works for Design Intent	Lump Sum	1		
Berm Construction				
Earthworks Fill, Place and Grade	m ³	2,400		
Fence and Gates				
Fencing, Supply and Install	m	503		
Gates, Supply and Install	m	9		

3.1 West 40 Landfill New Fence and Berm Work Total Price \$ _____

SUBTOTAL (Items 1.1, 2.0 & 3.1): \$ _____

Applicable Taxes (GST): \$ _____

TOTAL FIXED FEE (Incl. GST): \$ _____

**All disbursements shall be included in the costs above*



CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

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 (RTF) 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 RTF 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

CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

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 Tenders or tender call, the provisions of the request for Tenders 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 Tenders, 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



**CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT**

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.



**CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT**

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



**CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT**

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

**CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT**

- 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



**CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT**

- 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:

FOR THE CONSULTANT:

Name/Title

Name/Title



CITY OF IQALUIT REQUEST FOR TENDERS
FOR THE PROVISION OF GENERAL CONTRACTING SERVICES FOR THE SITE ACCESS
IMPROVEMENTS FOR THE WEST 40 LANDFILL, IQALUIT

Signature

Signature

Date

Date

Witness

Witness