



REQUEST FOR PROPOSALS

**FOR THE PROVISION OF
PROFESSIONAL CONSULTING SERVICES FOR**

**THE DEVELOPMENT OF A TRANSPORTATION MASTER
PLAN FOR THE CITY OF IQALUIT**

RFP ISSUE DATE: August 9, 2019

PROPOSALS DUE: September 13, 2019, 12pm noon local (Iqaluit) time

1.0 GENERAL

The following is a request for proposals to provide professional consulting services to the City of Iqaluit for the development of a Transportation Master Plan for the City of Iqaluit. The requirements of the submission are outlined in the Request for Proposal and the requirements and objectives of the project are outlined in the Terms of Reference.

1.1 Introduction

The City of Iqaluit is requesting proposals for provide professional consulting services to the City of Iqaluit for the development of a Transportation Master Plan for the City of Iqaluit. This RFP is posted on MERX and the City of Iqaluit website.

1.2 Background Information

1.2.1 Location

Iqaluit is the capital of the Nunavut Territory and is located at the south end of Baffin Island, on Frobisher Bay at 64° 31'N latitude and 68° 31'W longitude. Regular scheduled commercial aircraft provides access to Iqaluit year-round, snowmobile trails from other Baffin Island communities in the winter, and sealift in the summer.

1.2.2 Geology and Terrain

Iqaluit's location is above the tree line and within the continuous permafrost zone of Canada. The region generally consists of glacially scoured igneous/metamorphic terrain. In some locations, a thin layer of organic material is found.

1.2.3 Climate

Iqaluit has an Arctic climate with January and July high and low mean temperatures of -21.5°C/-29.7°C (high/low) and 11.4°C/3.7°C (high/low), respectively. The annual precipitation is made up of 19.2 cm of rainfall and 255.0 cm of snowfall for a total of 43.0 cm precipitation. The prevailing winds are northwest at 16.7 km/hr.

1.2.4 Municipal Context

The City of Iqaluit is the newest capital city in Canada and as a result is experiencing a period of rapid development and growth. Iqaluit is the seat of government for Nunavut and is the home base for many federal and territorial government departments, Northern businesses and Inuit birthright organizations. The City is developing at a rapid pace, which is anticipated to continue over the short to medium term.

1.2.5 Land Ownership System

Iqaluit has a unique land ownership system. The major landowners in Iqaluit are the Commissioner of Nunavut, the City of Iqaluit, the Government of Canada and the Regional Inuit Association. These entities in turn lease land to individuals, corporations and other government departments. City land is administered by a Land Administration By-law and by a Territorial Statute. There is limited private ownership of land.

1.2.6 Infrastructure

The City presently operates approximately 30 km of water and sewer piped infrastructure. This piped infrastructure consists of a combination of above ground and below ground pipe and varies in type from High Density Polyethylene (HDPE) and duct tile iron to concrete asbestos pipe of various sizes. A portion of the City's buildings are serviced by trucked water and sewer services.

Existing roads are a combination of paved and gravel surfaces with separated walkways along some of the Collector roads. All drainage is surface drainage.

1.3 Definitions

City:	The Municipal Corporation of the City of Iqaluit, Nunavut.
RFP:	This document and the processes applicable thereto conducted in accordance with the City's Purchasing By-law No. 820.
Proponent:	A party who submits a Submission in accordance with this RFP.
Proposal:	A Submission that is compliant with this RFP.
Project:	The Scope of Services as described in the RFP Terms of Reference.
Agreement:	The binding agreement that shall be made between the City and the successful Proponent following award at the conclusion of this RFP.

Submission: The package of documents submitted by a party in response to this RFP.

Contract: The City shall enter into a contract with the successful Proponent for the provision of engineering services for the services as outlined in the Terms of Reference. The contract shall be in the form of the City of Iqaluit's standard Architect/Engineering Service Agreement, which will reference this RFP, the proponent's submission. A copy of a typical consultant contract is attached.

2.0 INSTRUCTION TO PROPONENTS

2.1 Submission

Each Proponent shall deliver the Submission Package by **e-mail** in PDF format. Due to limited bandwidth, file size should be no greater than 5MB. The Proponent is solely responsible for confirming a successful transmission of the Submission Package prior to the closing date and time.

Technical Submission

A technical submission shall be provided and will include all the information required to rate the proposal with the exception of the cost component. The PDF file shall be clearly marked "TECHNICAL SUBMISSION, TRANSPORTATION MASTER PLAN". Failure to clearly identify the e-mail file may result in the proposal not being accepted.

The Technical Submission will be used to evaluate the Proponent's experience and project team, understanding of the project, work plan, methodology and schedule, and ensure they propose to meet the Terms of Reference and provide the required deliverables.

Costing Submission

A costing submission shall be provided and will include the costs as described in Section 3.6 of this RFP. A PDF file shall be clearly marked "COSTING SUBMISSION, TRANSPORTATION MASTER PLAN". Failure to clearly identify the e-mail file may result in the proposal not being accepted.

The Technical and Costing Submissions shall be submitted to the following e-mail address:

E-mail: M.VanStrien@city.iqaluit.nu.ca

The Submission Packages shall be submitted no later than the Proposal Due Date – **12:00 p.m. (noon)**, local (Iqaluit) time on **Friday, September 13th**.

The final decision on whether to accept a late Submission Package shall be made in the City's sole discretion, acting reasonably.

2.2 Inquiries and Amendments

All inquiries made by Proponents concerning this RFP shall be in writing by e-mail and directed to the following contact at the City no later than 12:00 P.M. (noon) local (Iqaluit) time on **August 21, 2019**:

Jennifer Jarvis
City Planner
Department of Planning and Development, City of Iqaluit
E-mail: planning@city.iqaluit.nu.ca

To ensure consistency between, and fairness to, all Proponents, all responses to a Proponent's inquiry shall be posted on Merx and the City of Iqaluit website. No information shall be provided to a Proponent in verbal form. Where a Proponent receives verbal information contrary to this RFP, such verbal information shall not bind the City in any way.

Amendments to RFP by the City

Any amendment made by the City to the Request for Proposals will be posted on MERX. Proponents must acknowledge receipt of any addenda issued by the City in their proposal. Responses to inquiries and issuance of Addenda shall be on or before **August 30, 2019**.

2.3 Terms and Conditions

- 2.3.1 Submission of a proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by all the terms and conditions of this RFP.

- 2.3.2 The City will not make any payments for the preparation of a response to this RFP. All costs incurred by a Proponent will be borne by the Proponent.
- 2.3.3 This is **not** an offer. The City does not, by virtue of this proposal call, commit to an award of this proposal, nor does it limit itself to accepting the lowest price or any proposal submitted, but reserves the right to award this proposal in any manner deemed to be in the City's best interest.
- 2.3.4 Proponents may not amend their proposal after the closing date and time but may withdraw their proposal at any time prior to acceptance by the City and issuing of a Letter of Intent.
- 2.3.5 The City has the right to cancel this Request for Proposal at any time and to reissue it for any reason whatsoever, without incurring any liability and no Proponent will have any claim against the City as a result of the cancellation or reissuing of the RFP.
- 2.3.6 The City will not be responsible for any proposal that does not indicate the Request for Proposal reference, and the Proponent's name.
- 2.3.7 The City will not be responsible for any proposal that is delivered to any email address other than that provided in Section 2.1 of this RFP.
- 2.3.8 If a Contract is to be awarded as a result of this Request for Proposal, it will be awarded to the proponent whose proposal, 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.
- 2.3.9 If the City decides to award a Contract based on a submission received in response to this Request for Proposal, the successful proponent will be notified of the intent to award in writing, and the subsequent execution of a written Agreement shall constitute the making of a contract. Proponents will not acquire any legal or equitable rights or privileges whatever until the Agreement is signed by both parties.
- 2.3.10 In the event of any inconsistency between this Request for Proposal, and the ensuing Agreement, the contract shall govern.
- 2.3.11 The Contract will be in the form of the City's standard "City of Iqaluit Services Agreement" and it will contain the relevant provisions of this Request for Proposals, the accepted proposal as well as such other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any negotiations prior or subsequent thereto.

The City reserves the right to negotiate modifications with any proponent who has submitted a proposal.

A copy of the Services Agreement is included as Appendix 'A'.

- 2.3.12 Any amendment made by the City to the Request for Proposal will be posted on MERX.
- 2.3.13 An evaluation committee will review each proposal. The City reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
- 2.3.14 Proposals will be evaluated as soon as practicable after the closing time. No detail of any proposal will be made public except the names of all parties submitting proposals.
- 2.3.15 The proposal and accompanying documentation submitted by the Proponents are the property of the City and will not be returned.

2.4 Validity of Submissions

A Submission submitted in response to this RFP shall remain open for review and acceptance by the City for a period of not less than sixty (60) days from the Proposal due date.

2.5 List of Available Studies and Reports

The following studies and reports will be available to prospective bidders:

- Iqaluit General Plan (2010)
- Master Drainage Plan (2018)
- Federal Road Development Area Transportation Study (2018)
- Traffic Light Signal Controls Final Report (2009)
- Iqaluit Core Area By-Pass Road Preliminary Design Report (2007)
- Iqaluit Transportation and Urban Design Study (2005)
- Municipal Design Guidelines (2004)
- Design & Development of Trails, Interim Report (2002)

3.0 SUBMISSION REQUIREMENTS AND EVALUATION

A Submission shall be evaluated in accordance with the requirements of this RFP and the Terms of Reference.

3.1 Understanding of the Project

The Proponent should demonstrate an understanding of the objectives of the work, technical requirements, constraints, and any special considerations associated with the Services. The Proponent shall provide a description of the Services and technical requirements, highlighting those that are of particular significance to the project and delivery of services.

3.2 Firm Experience

The proponent shall present the firm(s) who shall comprise the Project Team. The prime consultant and sub-consultant(s) shall be identified, and the roles of all firms shall be described.

The Proponent must demonstrate previous firm experience on projects of a similar scope and scale. A description of a minimum of three (3) projects completed by the project team, shall be included. The project descriptions shall demonstrate the Proponents' experience on similar projects, and where applicable, project experience in Iqaluit, in Nunavut or Northern Canada. The project descriptions should include:

- ♦ Description of the project
- ♦ Key personnel and their roles and responsibilities on the project
- ♦ Client reference

As part of the evaluation of the Proposal, the City may also review the Proponent's past performance on City and/or Government of Nunavut projects, and their references from other clients for similar projects.

3.3 Project Team

The Proponent shall present the team members who shall comprise the Project Team. The roles and responsibilities of each Team Member shall be described, including roles of the prime consultant and sub-consultant (if sub-consultant(s) are proposed). The Proposal shall identify a Project Manager. The Project Manager will be the main point of contact with the City.

The Proponent shall outline the ability of the Project Team to provide the Services and to fulfill the objectives and scope of work of this Project as set out in the Terms of Reference. The Proponent shall demonstrate the experience and qualifications of the Project Team members, including the number of years of experience for each team member, and previous working trips to Iqaluit, Nunavut or Northern Canada.

The Proponent's proposal shall state that if changes to members of the Project Team are proposed by the successful Proponent during the Project, the proposed changes to the Project Team shall be approved by the Client prior to that change taking effect.

Curriculum Vitae

Curriculum vitae (CV) for each Project Team member shall be included. Each CV shall not exceed two (2) pages. Information to be included for each Project Team member should include:

- ♦ Education
- ♦ Work experience
- ♦ Similar projects
- ♦ Licensing, certification and/or authorization, as applicable

3.4 Work Plan/Project Methodology

The Proponent shall provide a detailed Work Plan, which demonstrates the proposed Project Methodology. The Work Plan shall demonstrate that the Proponent understands the Project. It is also the Proponent's opportunity to present innovative ideas or approaches to the Project.

The Work Plan is the Proponent's opportunity to describe how the Proponent proposes to meet the requirements of the Terms of Reference (Section 5) and provide the Deliverables specified. The Work Plan should identify how and when the Services shall be conducted, individual responsibility for each Service, and demonstrate that the Project can be completed on schedule as outlined in the Terms of Reference.

The Work Plan will be evaluated based on how closely it meets the Project requirements, and how it demonstrates a logical approach to delivering the required Services.

3.5 Project Schedule

The Proponent shall provide a detailed Project Schedule that outlines the timelines and demonstrates a logical approach in undertaking the Proponent's Work Plan to meet project requirements. If the Proponent deviates from the schedule outlined in the Terms of Reference, the Proponent should support this deviation with a rationale and demonstrate that the project completion date can be met.

3.6 Costing

The costing submission shall clearly show the project costs, with GST shown separately, as follows: An upset fee limit for the completion of the project is \$150,000, plus GST. The submission shall also indicate the daily professional fees, and associated disbursements.

The sum of the upset fee limit shall be the total costs for the project including all labour and disbursements. The total cost for the project shall not be exceeded without prior written authorization by the City of Iqaluit.

The costing submission shall include a breakdown of costs in the form of a Fee Schedule. The Fee Schedule shall be a matrix with project tasks on the vertical axis, and project personnel on the horizontal axis. The Fee Schedule shall show the corresponding value of work for each Project Team member, the disbursements relating to each task and a cash flow summary. A Project Schedule shall also be submitted as a separate matrix, in the same format as the Fee Schedule, and will show the time commitment of the Project Team members to the individual tasks. In addition, daily professional fee rates will be provided for all Project Team members.

Disbursements will be reimbursed at cost and must be job related. The City of Iqaluit will book and provide return travel to Iqaluit and will provide accommodation at a City-owned unit while in Iqaluit.

Table 2 EXAMPLES OF ACCEPTABLE AND UNACCEPTABLE DISBURSEMENTS	
Acceptable Disbursements	<ul style="list-style-type: none"> • Meals • Printing and Reproduction • Communications (telephone bills) • Taxis
Unacceptable Disbursements	<ul style="list-style-type: none"> • Computer Charges • Equipment Charges (unless clearly identified in the proposal)

Backup documentation for all disbursements is to be submitted with each invoice. Operating and overhead expenses will not be considered as a disbursement. The following are examples of acceptable and unacceptable disbursements:

Acceptable Disbursements: Travel - airline, automobile
Accommodations
Meals
Printing and Reproduction

Unacceptable Disbursements: Communications (telephone bills)
Software Charges
Computer Charges
Equipment Charges (unless clearly identified in the proposal)

3.7 Evaluation of Proposals

The evaluations of references may only be performed on the three (3) proponent submissions with the top scores.

The evaluation of the proposals shall be based on the factors presented as follows in Table 1.

Table 1

EVALUATION RATING TABLE	
Rating Factors	Weight Factor
1. Understanding of the Project	10
2. Project Team	20
3. Work Plan/Project Methodology	20
4. Qualifications and Experience of Firms	10
5. Past Performance and References	10
6. Project Schedule	5
Subtotal Technical Submission	75
1. Local Content (Inuit, Nunavut, Local)	5
2. Cost of Services	20
RFP Evaluation Total	100

The Cost of Services will be evaluated using the following calculation:

$$(\text{Low Financial Offer}) / (\text{Proponent Financial Offer}) \times \text{Full Points} = \text{Awarded Points}$$

Proponents not having a minimum Technical Score of 40 out of 75 may be eliminated, at the City's discretion, from the evaluation process and may not have their costing submission opened or evaluated.

3.8 Proposal Submission Format

Technical Submissions shall meet the following format or they will not be evaluated:

- ♦ Page Size - 8 ½" x 11"
- ♦ Minimum font size - 11 point Times New Roman font or equal;
- ♦ Minimum margins - 12 mm top, bottom, left, and right;
- ♦ Maximum 20 pages single-sided (or 10 pages double-sided) excluding CVs, table of contents, title page, and cover letter

4.0 TERMS OF PAYMENT

The Proponent shall be paid on a monthly basis for works completed. Monthly invoices shall include backup for all disbursements (time sheets will not be required but may be requested).

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 TERMS OF REFERENCE

5.1 Background

In recent years the City of Iqaluit has experienced unprecedented growth as Canada's newest capital city. This growth has placed increasing pressures on the City's transportation network and driven the need to undertake a master planning exercise to address both deficiencies in the existing network and to comprehensively plan for the future of transportation in the City (including active transportation). This issue is recognized in the City's General Plan which directs Council to undertake a Transportation Master Plan.

The Iqaluit context is unique in Canada given its location, rate of growth, land development regime, construction requirements, and climate, and a transportation master plan must reflect these unique circumstances and must balance the need to be visionary with the need to recognize the practical circumstances of the City.

5.2 Objectives

The project objectives are summarized as follows:

- 1) The development of a long-term transportation vision, strategic direction, and master plan for the transportation system in the City of Iqaluit that is consistent with

the policies of the city's General Plan and the broader goals and objectives of the City.

- 2) Provide an overall direction for the expansion of the City's transportation network in an efficient and effective manner to:
 - a) Improve existing and future transportation operation deficiencies through targeted improvements and optimization;
 - b) Improving road safety through design recommendations and layout;
 - c) Improve transportation network connectivity;
 - d) Improve pedestrian network through walkway design and phasing of improvements for enhanced safety, convenience and comfort;
 - e) Consider expansion of bicycle network;
 - f) Consider the addition of driver, bicyclist and pedestrian safety and education initiatives, and signage;
 - g) Develop walking and snowmobile trail designs that address safe and convenient off-road movement in both modes; and
 - h) Develop strategies for safe movement of snowmobiles through town
- 3) Identify potential transit network system / route that addresses, feasibility, accessibility and necessary infrastructure.
- 4) Identify the timing of future steps necessary to implement the transportation master plan, including the implementation plan and priority of identified projects.
- 5) Prepare a viable financial and implementation plan to support the recommended improvements, including high level costs associated with the recommended improvements and an assessment of alternative sources of revenue for funding those costs.

5.3 Scope of Services

The City of Iqaluit is inviting proposals from qualified, professional consulting firms to prepare a Transportation Master Plan for the City of Iqaluit. This assignment will include, but not be limited to, the following project tasks:

5.3.1 Existing Conditions and Road Needs Study

- a. Establish a vision, direction and a goal for the Transportation Master Plan that will support the efficient movement of people, goods and services within the City and surrounding areas.
- b. Conduct a comprehensive review of the existing transportation system, including streets, snowmobile routes, pedestrian networks, and facilities, any planned improvements and existing parking facilities.
- c. Conduct a comprehensive review of available related documents listed in Section 2.5.
- d. Review collision data and provide safety analysis for the existing road network.
- e. Prepare an analysis of the existing transportation characteristics and travel patterns for all modes of transportation and assesses existing network deficiencies.
- f. Conduct a review of the existing road classification system and right-of-way protection.

5.3.2 Undertake A Public Consultation Process

- a. Establish the objectives of the Consultation process
- b. Identify key stakeholders
- c. Describe stakeholder engagement process/methodology to be employed
- d. Establish expected timelines, responsibilities for proponent and town and estimated budget

5.3.3 Identify Current Issues and Opportunities

- a. Identify general issues and opportunities observed from the previous information gathering phases
- b. Summarize issues and opportunities
- c. Review and analyze the number of vehicles being imported into Iqaluit including the number of derelict vehicles shipped out by the City of Iqaluit
- d. Review and analyze taxi usage and opportunity for public transit
- e. Review appropriate and viable public transit models
- f. Review pedestrian walkways and corridors. Develop strategies to improve these and encourage pedestrian traffic.
- g. Evaluate bicycle use and future opportunities for improvements to existing routes or expanded routes.

5.3.4 Identify Strategies and Policies to address future transportation needs for Roads & Vehicle parking

- a. Based on identified opportunities, develop network solutions which are achievable and in support of the goals set out in the General Plan.

- b. Network solutions should consider operational improvements to address transportation problematic areas and intersections and examine opportunities for traffic circles. These alternative solutions should also address network optimization along with pinch points and missing road network linkages.
- c. Assess and identify opportunities for on-street parking.
- d. Assess and identify the adequacy of municipal parking facilities and policies in the General Plan regarding off-site parking.
- e. Assess the adequacy of Zoning By-law regulations regarding minimum parking requirements for various uses, parking space size and aisle widths (given the predominance of larger vehicles), and accessible space parking requirements and design.

5.3.5 Identify Strategies and Policies to address future transportation needs for Active Transportation

- a. Review all existing and planned pedestrian facilities and linkages.
- b. Identify pedestrian network connectivity gaps. Identify opportunities and recommend new connections of sidewalks, trails and other facilities with particular attention to accessing beaches/waterfront and Sylvia Grinnell Park.
- c. Identify short, medium- and long-term capital programs for the recommended active transportation network
- d. Establish standards for pedestrian facilities (surface type, width, lighting, etc.)
- e. Consider increased pedestrian demands arising from the new Small Craft Harbour.
- f. Examine opportunities and feasibility for cycling infrastructure

5.3.6 Identify Strategies and Policies to address future transportation needs for Snowmobile Routes

- a. Review all existing and planned snowmobile routes.
- b. Identify snowmobile network connectivity gaps and issues. Identify opportunities and recommend new linkage opportunities through and around the city, particularly within the Core Area of the City.
- c. Identify any improvement to network features such as signage and road crossings, and identifying any network obstructions.

5.3.7 Conduct Pre-feasibility Analysis of Public Transit system

- a. Assess and recommend opportunities for the implementation of at least two options for a transit system and/or improvements to the existing quasi-transit system (shared taxi).
- b. Assess the value and feasibility of a transit system within the City.

- i. Consider operational networks, feasibility and level of service of a transit system and alternative service solutions, such as a building-to-building service; e.g. a number of small buses with centralized transfer; rush hour operation only; mixed model of taxis from door to door plus taxis on a designated route for less fare; available public funding from all levels of government; subsidy program, etc.

5.3.8 Strategies and policies related to Roadway Classification and Right-of-Way

- a. Conduct a comprehensive review of the classification of existing roads, and provide rationale for minimum and maximum road widths.
- b. Outline road classes as they relate to the City's General Plan specifications in relation to how roads operate in reality.
- c. Determine the Road Classification for all existing and future roads within the city.

5.3.9 Deliverables

- Existing Conditions / Background Report
- Stakeholder Consultation Strategy
- Draft Transportation Master Plan
- Final Transportation Master Plan
- A presentation to the project team and Council

5.4 Final Submissions

Letters, preliminary, and final reports shall be presented on standard size paper (8 ½" x 11"), and may be double sided, unless otherwise directed.

All electronic files to be submitted by USB memory stick, and shall be in a format compatible with the City's format of choice (example, Microsoft Word and Excel, AutoCAD 2013).

5.5 Schedule

The table that follows provides the critical dates for this project that must be met by the successful proponent. Proponents must provide a detailed schedule demonstrating how they intend to meet the critical dates listed.

DATE	ACTION
September 13, 2019	Proposal due date for RFP
September 27, 2019	Award date
June 27, 2020	Completion date

APPENDIX A:
SERVICES AGREEMENT TEMPLATE

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 Proposal (RFP) 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 Proposal (Proposal) 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 Proposal for ####. A copy of the RFP 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 Proposal dated ##### and as attached in Appendix "B" hereto.

2. TERM

2.1. This Contract shall commence on the ##st 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 proposals or tender call, the provisions of the request for proposals or tender call and the Consultant's bid or proposal submission are incorporated into this Contract and may be used to clarify, explain or supplement this Contract, but shall not be used to contradict any express terms of this Contract.

4.3 In the event of a conflict between this Contract, the Consultant's bid or proposal submission, and the City's original tender bid instructions or Request for Proposals , the more recently prepared document shall govern to the extent of such 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