



**REQUEST FOR PROPOSALS**

**Arena Refrigeration Plants Preventative Maintenance and  
Inspection**

**PROPOSALS DUE:  
NO LATER THAN 4:00 P.M. E.S.T. ON  
AUGUST 18, 2017**

## **1.0 INTRODUCTION**

The City of Iqaluit is seeking proposals for a preventative maintenance and inspection contract for its two arena ice plants and one curling rink ice plant.

### **1.1 Purpose**

The purpose of this RFP is to select a refrigeration service provider to perform the services (“Services”) described in Schedule A.

The Refrigeration Service Provider will plan and perform maintenance, repairs and inspections to the City of Iqaluit’s ice plants and make recommendations for upgrades as required. The requirements of the submission are outlined in Section 2.0 of this Request for Proposal (Instruction to Proponents) and the scope of work is outlined in Schedule A, Ice Plant Inspection and Preventative Maintenance Minimum Requirements.

### **1.2 Definitions**

In this RFP the following definitions shall apply:

“City” means City of Iqaluit

“City Representative” has the meaning set out in section 2.1

“City Website” means [www.city.iqaluit.nu.ca](http://www.city.iqaluit.nu.ca)

“Closing Time” has the meaning set out in 2.1

“Contract” means a formal written agreement between the and the Preferred Proponent to undertake the Services, the preferred form of which is attached as Appendix B;

“Evaluation Team” means the team appointed by the city to evaluate the proposals;

“Preferred Proponent(s)” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a contract

“Proponent” means an entity that submits a proposal;

“Proposal” means a proposal submitted on response to this RFP;

“RFP” means Request for Proposal;

“Services” is set out in Schedule A

“Site” means the place or places where the Services are to be performed.

The City:                      The City of Iqaluit, Nunavut

The RFP: This request for professional services for the City of Iqaluit.

The Proponent: The firm submitting a proposal in response to this RFP.

The Contract: The City shall enter into a contract with the successful Proponent for the professional services described in the Terms of Reference of this RFP.

## 2.0 INSTRUCTIONS TO PROPONENTS

### 2.1 Submission

No later than 4:00 p.m. EST on August 18, 2017 (the “Closing Time”), the Proponents may be submitted electronically to [d.mazerolle@city.iqaluit.nu.ca](mailto:d.mazerolle@city.iqaluit.nu.ca). The City of Iqaluit server time shall be used for receiving submissions.

Or,

No later than 4:00 p.m. EST on August 18, 2017 (the “Closing Time”), three (3) copies of the sealed proposal may be sent to:

City of Iqaluit  
City Hall  
901 Nunavut Dr.  
Iqaluit, NU  
X0A 0H0

Attention: Ms. Amy Elgersma, Director of Recreation

**Facsimile submissions or amendments will not be considered.**

**Proposals will not be accepted at any other location than the above noted address.**

The proposals should be clearly marked with the name of the Project and be made to the attention of Ms. Amy Elgersma, Director of Recreation.

The final decision on whether to accept late proposals is at the City’s discretion.

### 2.2 Inquiries and Amendments

All inquiries are to be directed to:

Mr. Dave Mazerolle  
Purchasing Department

City of Iqaluit  
P. O. Box 460  
Iqaluit, NU  
X0A 0H0  
d.mazerolle@city.iqaluit.nu.ca  
Phone: 867-979-5649

The deadline for submitting inquiries is August 16, 2017.

To ensure consistency and fairness to all Proponents, any information with respect to significant inquiries will be posted in the form of written amendments or clarifications on the City of Iqaluit Webpage under “Tenders and Proposals”. Verbal explanations or instructions will not be binding.

### **2.3 Addenda**

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the City of Iqaluit Website at [www.city.iqaluit.nu.ca](http://www.city.iqaluit.nu.ca). It will be responsibility of the Proponents to check the website for addenda. The only way this RFP may be added to, or amended in any way as by a formal written addendum. No communication whether written or oral from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent.

### **2.4 Opening of the Proposals**

There will be no public opening of the Proposals

### **2.5 Proponent Requirements**

The successful Proponent must have a valid City of Iqaluit Business License prior to commencement of the Project.

### **2.6 Solicitation of Council Members, City Staff and City Consultants**

Proponents and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this RFP, other than the City Representative named in section 2.1, at any time prior to the award of a contract or the cancellation of this RFP.

## **3.0 BACKGROUND**

### **3.1 Location**

Iqaluit is the capital of the Nunavut Territory and is located at the south end of Baffin Island near the end of Frobisher Bay (63° 45'N latitude and 68°31'W longitude). Access to Iqaluit is provided by regular scheduled commercial aircraft year round, snowmobile trails from other Baffin Island communities in the winter, and sealift from the port of Montreal and Valleyfield in the summer.

Location: The City of Iqaluit is the capital of the Nunavut Territory with a population of approximately 8,000 persons located on Baffin Island on the banks of the Kojesse Inlet. Regular access is via daily commercial airline service from Ottawa and three times per week from Montreal is available. Heavier equipment is shipped to the City via one of three annual sea lifts during the summer period (June – September). A number of companies exist in Iqaluit that can provide access to skilled trades such as welders and electricians.

### **3.2 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.

### **3.3 Climate**

Iqaluit has an Arctic climate with an average January temperature of  $-21.5^{\circ}\text{C}$  and July average temperature of  $8^{\circ}\text{C}$ . The annual precipitation is made up of 19.2 cm of rainfall and 255.0 cm of snowfall for a total of 43.0 cm precipitation. The prevailing winds are northwest at 16.7 km/hr.

### **3.4 Arena Ice Plants**

#### Arctic Winter Games Arena

The City owns and operates the Arctic Winter Games Complex on Apex Road which houses an NHL-sized ice surface, lobby, canteen, recreation department offices and a youth centre. The AWG Complex was built in 2001 for the Arctic Winter Games 2002. The facility was turned over to the City in 2002 as a legacy from the Games. Shortly thereafter, the floor began to sink making the ice surface unusable as a rink. In 2010, it was repaired and is operating as an ice rink from September to May. During the summer months turf is installed over the concrete pad for use as an indoor sports field. The ice plant has been upgraded and is in good working condition. The plant was switched over to Freon R404 in 2016 as the primary refrigerant and brine (calcium and water) is the secondary refrigerant.

#### Arnaitok Arena

The City operates the Arnaitok Building, which houses the Arnaitok Arena, an older rink that was built around 1970. The building is also home to the Fire Hall and City Hall which contains administrative offices and the council chambers. The Arnaitok Arena was renovated in the early 1990's and is 803'x187'. A number of repairs and renovations are needed including a new refrigeration control panel. The Arnaitok Arena uses Freon R22 as the primary refrigerant and brine (calcium and water) as the secondary refrigerant.

#### Curling Rink

The City of Iqaluit Curling Rink, located across the street from the Arnaitok Arena, is attached to a private Racquet Club. The ice surface consists of four curling sheets. One of the compressors is in need of repair. The primary refrigerant for the Curling Rink was

switched over in 2015 to Freon R404 and the secondary refrigerant is brine (calcium and water).

#### **4.0 PROPOSAL REQUIREMENTS AND EVALUATION**

The Proposal shall include all the information required to rate the proposal, including the cost component.

The Proposal will be used to evaluate the firms experience and the experience and qualifications of the refrigeration personnel, and ensure they propose to meet the terms of reference and provide the required deliverables. The requirements of this Project are outlined in the Schedule A, Ice Plant Inspection and Preventative Maintenance Minimum Requirements.

#### **4.1 Experience of Firms**

The Proponent must demonstrate previous experience on projects of a similar scope and scale. A description of the maintenance performed on three (3) arena ice plants shall be included. The project descriptions shall demonstrate the Proponent's experience working on similar facilities and shall indicate any experience in Northern and remote locations. Descriptions of projects shall be limited to one single sided page not including photographs or graphics.

The project descriptions should include:

- Descriptions of the maintenance and inspection contract and maintenance performed
- Key personnel and their roles and responsibilities
- Client references

#### **4.4 Project Team**

The Proponent shall present the individual(s) who will provide the Refrigerant Maintenance Services including their roles and responsibilities. The Proponent should demonstrate the experience and qualifications of the Project Team member(s) to provide the services to fulfill the objectives and scope of work of this Project as set out in the Schedule A, Ice Plant Inspection and Preventative Maintenance Minimum Requirements.. Their experience on similar projects and working in Northern climates and conditions should be demonstrated. A description for each Project Team member along with copies of certifications shall be included. The qualifications and experience of each Project Team member shall be considered in the evaluation.

Information to be included for each Project Team member should include:

- ♦ Name

- ♦ Work experience
- ♦ Similar projects which the team member has played a role in
- ♦ Licensing, certification and/or authorization and education

#### 4.5 Costing Submission

The City is requesting the work be undertaken on an hourly basis with an upset limit. The costing submission shall clearly state the upset limit with GST shown separately. Disbursements will be considered to be part of the upset limit fee. No additional invoicing for disbursements shall be accepted. At no time shall the contract upset limit be exceeded without prior written authorization from the City of Iqaluit.

The costing submission shall include a breakdown of the total project cost 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 and the disbursements relating to each task. In addition, hourly rates will be provided for all Project Team members.

Disbursements will be reimbursed at cost and must be job related. Backup documentation for all disbursements is to be submitted with each invoice. Operating and overhead expenses will not be considered as a disbursement. Table 1 below shows examples of acceptable and unacceptable disbursements and City provided travel items.

<b>Table 1 EXAMPLES OF ACCEPTABLE AND UNACCEPTABLE DISBURSEMENTS</b>	
<b>Acceptable Disbursements</b>	<ul style="list-style-type: none"> <li>• Meals</li> <li>• Communications (telephone bills)</li> </ul>
<b>Unacceptable Disbursements</b>	<ul style="list-style-type: none"> <li>• Computer Charges</li> <li>• Equipment Charges (unless clearly identified in the proposal)</li> <li>• AutoCAD Charges</li> <li>• Flights (see section 5.0)</li> <li>• Accommodations (see section 5.0)</li> <li>• Local transportation (see section 5.0)</li> </ul>

#### 4.6 Evaluation of Proposals

The evaluation of the proposals shall be based on the factors presented as follows in Table 2.

<b>Table 2 EVALUATION RATING TABLE</b>	
<b>Rating Factors</b>	<b>Weight Factor</b>
1. Experience of Firm	20
2. Qualifications and Experience of Refrigeration Service Personnel	20
3. Cost of Services	60
<b>TOTAL</b>	<b>100</b>

Ratings will be confidential and no details will be released to any of the other Proponents.

#### 4.7 Proposal Submission Format

Submissions shall meet the following formatting or they will not be evaluated.

- ♦ Paper Size - 8 ½" x 11";
- ♦ Minimum font size - 11 point Times or equal;
- ♦ Minimum margins - 12 mm top, bottom, left, and right;

#### 5.0 PAYMENT

Contractor will be paid on a lump sum basis as follows:

- the Spring Facility Shut Down Inspection, following the submission of the Inspection Report, and,
- fall commissioning, following the submission of the Inspection Report.
- no separate compensation will be provided for Technical Support within the annual allotment of ten (10) hours per year. Compensation for this work is included within either or both of the inspection fee visits.
- compensation for any additional work will be processed as received and approved by the City.
- the City will arrange for and cover the costs directly for:
  - flights to and from the closest major airport of the firm to Iqaluit accommodation while in Iqaluit.
  - three trips per year
  - one refrigeration service person (in extenuating circumstances, two may be considered when requested in advance)
  - ground transportation in Iqaluit

The contractor will escalate their Year 1 cost of service proposal for the Fall Winter Commissioning and the Spring Facility Shut Down Inspection in Years 2 and 3, and in Years 4 and 5 should the City choose to extend the contract, by the rise in Canada's Consumer Price Index, as determined by Statistics Canada.

Invoices shall include backup for all disbursements (time sheets may be requested).

The invoice shall include the project title, *the Service Contract number*, a description of the work completed.

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

## **6.0 SCOPE OF WORK**

The City is currently interested in retaining the services of an experienced firm to complete seasonal Preventive Maintenance and Inspection on the City's three (3) refrigeration plants located in Iqaluit, NU. The facilities involved are the:

- AWG Arena,
- Arnaitok Arena, and,
- Curling Rink.

The selected contractor is responsible to supply all manpower, equipment and material required to complete the scope of services in Iqaluit and as described in detail below for each facility.

Term of the Contract: The term of this contract is for three (3) years with the City and service contractor having an option to extend the contact, solely at the City's option, for two additional one year (1 year) terms.

The contractor is to provide the following scope of work, consisting of:

1. a Spring Facility Shut Down, expected to be scheduled for May,
2. two (2) Fall Commissioning, expected to be scheduled for mid-to-late August and mid-September and,
3. up to ten (10) hours of telephone support per year for technical support.

It is expected that each visit will consist of 3-4 days of work

The City will confirm the dates of the Spring Facility Shut Down and Fall Winter Commissioning visits two weeks in advance of the visit. The first visit shall be around the 1<sup>st</sup> of September

At a minimum, all work is to be completed in accordance with manufacturer's maintenance instructions and industry best practices. Contractor is to ensure that all work is done in conformance with all pertinent regulations including occupational health and safety and environmental regulations.

The work of each visit will be considered complete when the contractor submits their written report confirming that the work has been completed at each facility as described in the Schedule A.

## **7.0 DELIVERABLES**

All deliverables are to be supplied in digital format as well as the required hard copy amounts listed below. The following deliverables will be required as part of this Project:

- Inspection and work report each plant in the form of a checklist with notes on equipment condition and work performed.
- Recommendations for replacement equipment and parts outside the scope of the contract.
- Separate email record of each and every instance of Technical Support provided. Please see Schedule 'A', Clause 13.0 for details regarding these records.

## **8.0 SCHEDULE**

The timeline for this award of this RFP is as follows:

- Proposal Closing Date August 18, 2017
- Proposal Award August 25, 2017
- Fall season ice plant start up September 1, 2017

## **9.0 CITY OF IQALUIT RESOURCES**

The refrigeration mechanic will be expected to consult with the Facilities Coordinator and the Director of Recreation regarding plant operation repairs and preventative maintenance. Local trades companies including electrician, welding and plumbers are located in Iqaluit and can be sub-contracted for specific work led by the refrigeration mechanic. Assistance from City of Iqaluit arena facilities workers for labour is available during each visit.

## **Schedule A**

### **Ice Plant Inspection and Preventative Maintenance Minimum Requirements**

#### 1.0 Compressors-

##### 1.1 Fall Winter Commissioning:

- Inspect compressor shaft seal
- Inspect compressor unloader mechanism
- Dismantle, clean and inspect and clean suction strainer
- Check compressor motor voltage and current

##### 1.2 Spring Facility Shut Down Inspection:

- Suction and discharge assemblies – dismantle and inspect
- Oil Pump – dismantle and inspect.
- Oil regulating valve – dismantle, inspect and clean.
- Take oil sample for analysis, drain and refill compressor, clean and replace internal oil strainer, if required.
- Check pistons and rings.
- Inspect cylinder sleeves.

#### 2.0 Condenser Fans – To be performed at both Inspections:

- Inspect heat transfer section.
- Check and adjust fan belt tension (replace belts if required).
- Check and adjust bleed rate (if required).
- Check fan motor voltage and current.
- Inspect fan motor bearings.
- Check all condenser interlocks and controls.
- Inspect units during operation for unusual noise or vibration.

#### 3.0 Pumps - To be performed at both Inspections:

- Inspect housing.
- Inspect mechanical seal.
- Inspect gaskets.
- Lubricate as required.
- Check pump and motor alignment. Inspect units during operation for unusual noise or vibration.
- Electric pump motors:
  - Lubricate as required
  - Check voltage and current
- Inspect units during operation for unusual noise or vibration.

4.0 Receivers - To be performed at both Inspections:

- Inspect overall condition of unit
- Check all piping connections and support structures.
- Check operation of all safety devices and valves.
- Chillers – includes surge drum.
- Inspect overall condition of units.
- Inspect all piping connections and supporting structures.
- Check operation of all safety devices and valves.
- Inspect insulation.
- Ensure correct freon level.

5.0 Dehumidifiers - To be performed at both Inspections:

- Inspect belts, motors, piping connections, fittings, humidity set points, refrigerant charge, compressor gas fittings, flame adjustment, drum condition and operation.

6.0 Controls (mechanical and DDC) - To be performed at both Inspections:

- All controls and safety controls must be tested and recorded annually or after repairs or changes have been made. This includes low oil pressure, high discharge pressure, high discharge temperature, low suction pressure, high liquid level, refrigerant and emergency ventilation fan operation.

7.0 Valves - To be performed at both Inspections:

- Check the operation of all valves related to the refrigeration plant. Repair and replace as needed as per the B52 regulations.
- Safety Valves:
  - All safety relief valves must be tested or replaced as needed.
  - All safety relief valves must be certified for use with freon refrigeration systems.

8.0 Piping - To be performed at both Inspections

- Check all connections, fittings and welds.
- All welding is to be performed by a certified welder (available locally)
- Insulation:
  - Check insulation for cracks, missing pieces etc. Repair or replace as required.

9.0 Refrigerant - To be performed at both Inspections

- Verify the volume of refrigerant in the system.
- Verify the refrigerant meets the environmental regulations.
- Brine: - To be performed at both Inspections
  - Maintain correct levels of brine (calcium chloride)

Check:

- Conductivity
- pH

10.0 Control Centre Panel - To be performed at both Inspections:

- Inspect annually for damage to any connections, breakers, switches etc.
- All wiring to be performed by a certified electrician.
- Inspect for proper operation and functionality of all Indicator lights.

11.0 Plant room ventilation fans - To be performed at both Inspections

- Check all belts, motors, filters and dampers. Replace bets and/or filters from spare parts inventory, as needed.

12.0 Inventory - To be performed at both Inspections:

- The City maintains a spare parts inventory at each individual site. (seals, gaskets, ice temp controller, oil, belts for example). Inspect spare parts inventory for completeness and adequacy and provide recommendations as a part of the inspection visit report of those spare parts requiring replacement or replenishment.

13.0 Technical Support:

- Must be available for ten (10) hours troubleshooting by phone per year on an “as and when required” basis.
- Technical support will be generally associated with trouble-shooting of problems experienced by the City in the ongoing operation of any of the three refrigeration plants.
- Following the conclusion of call, document technical support through an email describing date, time, duration and nature of the call and the technical support or recommendations provided to Iqaluit staff. These emails will be the basis of confirming whether the contract provision has been met or exceeded.

14.0 Reporting:

- For each facility, and at the conclusion of each inspection, provide a brief written report indicating:
  - Work performed,
  - Parts replaced. Indicate whether new parts provided or existing spare parts used.
  - Recommendations for:
    - Equipment requiring immediate replacement or refurbishment. Provide a quotation to complete this work, including the time charges, materials costs and supplies.
    - Equipment approaching the end of service life or nearing major maintenance work. Recommendation to include an estimate of the cost to carry out the replacement including time charges, materials costs and supplies.
    - Fluids, gasses or consumables nearing exhaustion,
    - Spare parts requiring replenishment,
    - Safety issues requiring addressing,
    - Any other pertinent observations.
- Provide two (2) written reports to the City.

15.0 Additional Work:

- Any and all work considered to be beyond the terms and conditions of this Preventive Maintenance and Inspection contract must be submitted to the City in writing.
- Only work that is approved prior to work commencing will be compensated by the City.

## Appendix A

### General Terms and Conditions

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 Request for Proposal.
2. The City will not make any payments for the preparation of a response to this Request for Proposal. All costs incurred by a Proponent will be borne by the Proponent.
3. This is **not** an offer. The City of Iqaluit does not bind itself to accept the lowest price or any proposal submitted.
4. The City has the right to cancel this Request for Proposal at any time and to reissue it for any reason whatsoever, without incurring any liability and no Proponent will have any claim against the City as a result of the cancellation or reissuing of the Request for Proposal.
5. The City will not be responsible for any proposal that does not indicate the Request for Proposal reference, and the Proponent's name.
6. The City will not be responsible for any proposal that is delivered to any address other than that provided in Section 2.1 of this RFP.
7. 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.
8. If the City decides to award a contract based on a submission received in response to this Request for Proposal, the successful Proponent will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract. Proponents will not acquire any legal or equitable rights or privileges whatsoever until the contract is signed by both parties.
9. The contract will be in the form of the City's standard "City of Iqaluit Services Agreement" and it will contain the relevant provisions of this Request for Proposal, the accepted proposal as well as such other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any negotiations prior or subsequent thereto. The City reserves the right to negotiate modifications with any Proponent who has submitted a proposal.

A copy of the standard "City of Iqaluit Services Agreement" is included as Appendix A.

10. In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.
11. Any amendment made by the City to the Request for Proposal will be issued in writing and posted on the City of Iqaluit Webpage.
12. An evaluation committee will review each proposal. The City reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
13. 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.
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.
15. The proposal and accompanying documentation submitted by the Proponents are the property of the City and will not be returned.
16. All submitted quotations or tenders are valid and open for acceptance by the City for a period of ninety (90) days from the closing date and time.
17. The contractor must conform to all supplier responsibilities applicable under the Worksite Hazardous Materials Information System (W.H.M.I.S.) regulations, pursuant to the Safety Act (Nunavut) as amended.
18. The contractor shall maintain insurance of a type and in an amount satisfactory to the City confirmed by an exchange of letters, collateral to and forming part of this contract.
19. The contractor shall register with WSCC Nunavut prior starting work for the City of Iqaluit.

**Appendix B**

**Sample City of Iqaluit Service Agreement**

BETWEEN: THE CITY OF IQALUIT, as represented by the Department of Recreation (hereinafter referred to as the "CITY OF IQALUIT")

OF THE FIRST PART

AND: XXXXXXXXXXXX, XXXXXX, (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 dated \_\_\_\_\_ and titled XXXXXX.

AND WHEREAS the Consultant has agreed to provide such services to the CITY OF IQALUIT in its Response to the Request for Proposal which Response is 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 the provision of services for the construction of XXXX..... 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 XXX plus GST for the Provision of XXX Services for 200X based on the Proposal dated XXX, 200X and as attached in Appendix A hereto.

2. TERM

2.1. This Contract shall commence on the 1<sup>st</sup> of XXX, 200X and terminates on the 31<sup>st</sup> day of XXX, 200X, 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:

Amy Elgersma  
Director of Recreation  
City of Iqaluit  
P.O. Box 460  
Iqaluit, NU  
X0A 0H0  
Fax: 979-3712

Reference:

ii) If to the Consultant at:

XXXXX

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. ENTIRE AGREEMENT

1.3 This contract comprises the entire agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the services to be provided by the contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of execution of this contract.

#### 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.

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 CITY OF IQALUIT 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.
- 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 other Minister, officer, employee or agent of the CITY OF 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 activities 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 Contractor) for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the Consultant's control.
- 6.3 In the event that the Consultant is, in the opinion of the CITY OF IQALUIT, in default in respect of any obligation of the Consultant hereunder the CITY OF IQALUIT may do any act as it deems necessary to rectify such default and the CITY OF IQALUIT may deduct or set off the cost of such rectification against any payment due the Consultant may recover any and all costs associated with any such remediation, whether such costs are direct or indirect, from the Consultant, whether by deduction against funds which would otherwise be paid to the Consultant by the CITY OF IQALUIT, set off, or independent claim for compensation.
- 6.4 ASSIGNMENT: 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 Comptroller General of the CITY OF IQALUIT must be obtained, pursuant to S.69(4) of the

Financial Administration Act (Nunavut) as amended or reenacted in successor legislation during the term of this Contract.

- 6.5 The Consultant shall keep proper accounts and records of the services for a period of 3 years after the expiry of this agreement. At any time during the term of this contract or any extension set out herein, the Contractor, upon the request of the CITY OF IQALUIT shall produce such accounts and records.
  - 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 In the event that the provision of these services creates a conflict with any other party that the Consultant may represent, the CITY OF IQALUIT and the Board or Agency to which services are being rendered shall be advised of the conflict immediately.
  - 6.8 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 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 at their expense and at no additional cost to the City of Iqaluit, do everything by way of revision of the design to bring the cost estimate within the project budget.
- 6.9 Confidential Data
- a) 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, and any payment of funds to the Contractor shall be subject to and net of any penalty incurred pursuant to paragraph 7.4 herein.

## 8. FINANCIAL

- 8.1 It is a condition of this contract that payment hereunder is subject to Section 46 of the *Financial Administration Act (Nunavut)* as amended or reenacted in successor during the term of this Contract. Section 46 currently provides as follows:

*"It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."*

- 8.2 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.
- 8.3 The CITY OF IQALUIT may set off any payment due the (Consultant Contractor) against any monies owed by the Consultant to the CITY OF IQALUIT.
- 8.4 The City of Iqaluit will pay the Goods and Services Tax (GST).
- 8.5 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.
- 8.6 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

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 Subconsultant, 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 employee 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) Aircraft Liability insurance covering all aircraft, owned or non-owned, operated and/or licensed by the (Consultant Contractor) and used in operations for the performance of this contract with a bodily injury, death and property damage and passenger hazard limit of five million dollars (\$5,000,000.00) (inclusive).
- e) 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
- f) 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.
- g) Motor Truck Cargo insurance, against all risks of physical loss or damage in an amount not less than \$500,000, covering the property of the CITY OF IQALUIT while in the care and custody of the Consultant during any transit, warehousing and delivery services called for by the contract.

All policies shall provide that thirty days written notice be given to the CITY OF IQALUIT prior to any material changes or cancellations of any such policies.

The policies shall name the CITY OF IQALUIT and all Subconsultants as additional insureds only with respect to the terms of this contract (except on Workers' Compensation Insurance and Professional Liability) 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness