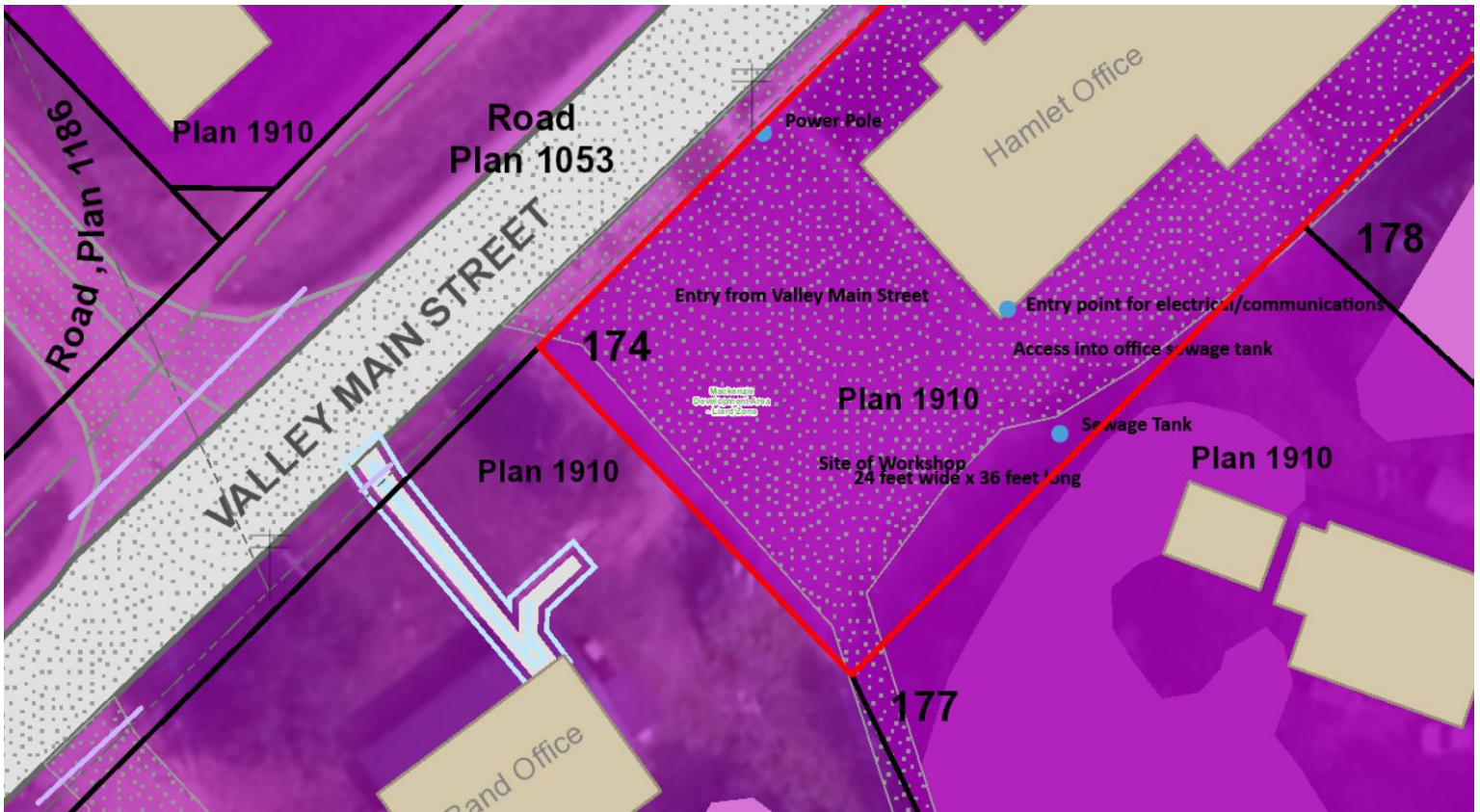


REQUEST FOR PROPOSALS

The Hamlet of Fort Liard is requesting Proposals from qualified Proponents for the design and construction of a free-standing Maintenance Workshop building.

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**Request for Design Build Proposals
Fort Liard Maintenance Workshop**

**SECTION I
GENERAL INFORMATION**

1. **Submissions MUST be received at the Hamlet of Fort Liard, before 3:00 p.m. local time on AUGUST 3, 2021**

2. Subject to Section 5 submissions must arrive in a sealed envelope, addressed to the attention of the **Senior Administrative Officer**, and marked clearly in the bottom left-hand corner:

“Do not open – Proposal for Maintenance Workshop.”

The Hamlet will not be held responsible for any proposal which is not properly identified on the outside of the envelope as herein indicated.

3. Submission received after the exact closing time and date will be rejected and returned to the proponent unopened.

4. To be considered, one copy of the proposal and one electronic copy must be submitted.

5. Proposals transmitted by facsimile or e-mail will be accepted under the following conditions:

a) the proposal must be received before the submission deadline at facsimile number **(867) 770-4004** or e-mail address sao@fortliard.com

b) the Hamlet will not accept liability for any claim, demand or other actions for any reason should a facsimile or email transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other facsimile unit or email address other than stated herein, or for any other reason;

c) the Hamlet cannot guarantee the confidentiality of information contained in the proposal; and

d) the proponent must submit an original proposal to the address stated herein immediately following transmission of the facsimile or the e-mail.

6. Amendments to a proposal will be accepted by facsimile or e-mail subject to the following:

a) The amendment is received before the submission deadline at facsimile number or e-mail address noted above

b) the Hamlet will not accept liability for any claim, demand or other actions for any reason should a facsimile or e-mail transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other facsimile unit or e-mail address other than that stated herein, or for any other reasons; and

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- c) the Hamlet cannot guarantee the confidentiality of information contained in the amendment.
7. All general and technical questions and enquiries regarding this request for proposals should be directed to John McKee, Senior Administrative Officer by phone at (867) 770-4104 or by e-mail at sao@fortliard.com (Verbal responses to any inquiry are not binding on either party.)
 8. It is a condition of the proposal documents received that each proposal is irrevocable and continues open to acceptance for a period of up to **60 days** after the closing date and time and may be accepted at any time within that period whether or not a proposal has been previously accepted.
 9. All submissions shall contain a Letter of Transmittal signed by a principal of the proponent.
 10. The proponent, by submitting a proposal, agrees that it will not claim damages more than an amount equivalent to the reasonable costs incurred by the proponent in preparing its proposal for matters relating to the agreement or in respects of the competitive process, and the proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with proponent.
 11. The Hamlet will issue a Contract to the successful Proponent. The Hamlet's contract terms and conditions are provided as part of the Request for Proposals.
 12. All addenda (revisions/ clarification, etc. to this request for proposals) will be issued in writing and sent all proponents that have received the documents prior to the closing date and time.
 13. The Hamlet has the right to cancel this Request at any time and to reissue it for any reason without incurring any liability, and no proponent will have any claim against the Hamlet consequently.
 14. The Hamlet shall not be liable for any costs of preparation or presentation of proposals.
 15. The Hamlet will not accept any conditions or reservations, customary or otherwise, subject to which the proponent may purport to sell, or to deliver services other than those stated in this request for proposals.
 16. As this is a Request for Proposals, there will not be any public opening, however proposals shall be opened as soon as practicable after the closing time.
 17. Proposals and accompanying documentation submitted by the proponent are the property of the Hamlet and will not be returned.
 18. Submissions will be evaluated according to the practice outlined in the Request for Proposals and evaluations will be treated in strict confidence.
 19. An evaluation committee shall review each submission. The committee shall rate each submission based on the criteria set out in Section IV of this RFP.

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20. The Hamlet reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
21. Each rating is confidential, pursuant to provisions found in the Access to Information Act, and only the total rating for each proposal shall be released. However, if there are significant differences, the Hamlet may discuss a proponent's ranking, referencing the average of the category in question.
22. The Hamlet reserves the right to short-list proponents. Proponents who are short-listed may be requested to make a formal presentation. Such presentations shall be made at the sole cost of the proponent.
23. The Hamlet reserves the right to reject proposals based on the proponent's past performance, financial capabilities and completion or delivery schedule.
24. As this is a Request for Proposals, the Hamlet is not bound to accept the proposal that provides for the lowest cost or price to the Hamlet, nor any proposal of those submitted.
25. If a contract is to be awarded because of this Request for Proposals, it shall be made to a proponent that is responsive and responsible and whose proposal will give the greatest value based on quality, service, and costs.
26. The Hamlet may accept any proposal or alternative proposal, in whole or in part, which is deemed to be most favorable in the interests of the Hamlet.
27. The Hamlet may, at its sole discretion, elect not to accept any proposal submitted and may proceed to acquire the requirements in such other manner as it so chooses.
28. The Hamlet may, but shall not be obliged to, waive any defect, irregularity, mistake, insufficiency, or non-compliance in any proposal, if, in the opinion of the Hamlet acting reasonably, such defect, irregularity, mistake, insufficiency or non-compliance is minor or otherwise not material to the proposal.
29. The Hamlet reserves the right to negotiate with one or more proponents and ultimately enter a contract upon the same or different terms and conditions as contemplated by the request for proposals.
30. Proposals submitted shall be final and may not be altered by subsequent offering, discussions, or commitments without the consent of the Hamlet. Further description, clarifications, filling in the gaps or expanding upon a proposal may be requested by the Hamlet.
31. Bids which are qualified or based upon conditions placed by the Proponent may be eliminated from the competition as part of the Administrative Review process. The Hamlet may, in its absolute discretion, deem a conditional or qualified bid to be non-responsive and refuse to consider it.

**Request for Design Build Proposals
Fort Liard Maintenance Workshop**

**SECTION II
TERMS OF REFERENCE**

1.0 PROJECT IDENTIFICATION

The Hamlet has identified the need for a **Maintenance Shop**, 865 square feet, to provide safe adequate space for hamlet facility maintenance staff, heated shop space and the storage of tools and equipment.

2.0 PROJECT OBJECTIVES

To design and construct a municipal maintenance workshop building adjacent to the community office as identified.

The building must meet all current municipal, provincial and federal laws and regulations and their referenced standards as well as the performance standards of professional associations including, but no limited to:

- National Building Code of Canada
- National Fire Code
- NWT Association of Professional Engineers, Geologists and Geophysicists

3.0 BACKGROUND

The municipal maintenance staff now work out of the municipal services garage. There is no specific area for there tools and equipment and the storage of materials. Quite often this results in unsafe working conditions.

The original intent was to retrofit one bay in the municipal services garage for a maintenance shop. Plans for the retrofit and to meet code requirements modifications are far more extensive and expensive than originally anticipated.

The hamlet will now construct a separate maintenance shop.

4.0 PROJECT SCHEDULE

Proponent should base their fee and schedule on the following assumptions:

5.0

| Milestones | Target Date |
|---------------------|--------------------|
| Proposal Submission | August 3, 2021 |
| Contract Award | August 9, 2021 |
| Design Finalized | August 27, 2021 |
| Construction Start | September 1, 2021 |
| Final Completion | October 31, 2021 |

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5.0 PROJECT PERSONNEL

The Hamlet will appoint a Project Manager for this project.

6.0 HAMLET RESOURCES

The budget for this project will be managed by the Hamlet of Fort Liard.

7.0 SITE INFORMATION

The Hamlet has identified a site adjacent to the Community Office for the new Workshop.
Lot 174 LTO 1910 – Hamlet of Fort Liard, NT.

Proponents may assume that there are no restrictions to the use of the site other than the existing utilities and roads, and that the land is zoned for the intended use.

8.0 SCOPE OF WORK

The work includes the **design** and **construction** of the building and associated site improvements, as well as site inspection, **post construction** and associated administrative and coordination services.

8.1 Design

The contractor is to provide design services to complete construction documents for the site and building:

Site Design

The site will be designed in coordination with the existing office building so that there is suitable access to water, sewage, and fuel oil deliveries.

The main access to the workshop shall be directly from Vally Main Street.

Electrical and communication services will be provided underground from the community office approximately seventy-five (75 feet).

Wastewater drainage to be tied into an existing sewage tank from previous building approximately seventy feet (70 feet).

Building Design

The structure will be wood frame, slab on grade. Exterior design will be compatible with the other municipal buildings. The design objective would be to achieve a minimum capital cost consistent with lowest life cycle cost and provide ongoing economical service.

The layout will provide for an office coffee area, washroom, mechanical room, and shop area.

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The mechanical room shall provide convenient access to mechanical and electrical components. In the interest of maintenance equipment will be compatible with existing systems and incorporate technology for local resources. Installations will be designed to facilitate quick repairs. An energy efficient oil furnace will provide heat.

Lighting will be adequate for visual tasks to be performed and incorporate energy efficient fixtures. Flood lights at the building access will provide for safety and security. Emergency lights will be required for safety. There will be connections for an emergency generator. Light tubes to provide passive lighting.

Ventilation systems must be suitable to handle office/washroom area fresh air supply and ventilation. A separate dust control ventilation system will be required for the shop area.

Optional

The Hamlet will consider the construction of a six-inch thick 20-foot x 24-foot pad directly in front of the shop.

SPECIFIC DESIGN REQUIREMENTS

- ✓ Building size 24 feet wide x 36 feet long.
- ✓ Concrete six-inch reinforced slab floor will have oil resistant finish.
- ✓ Interior walls – 10 feet high, drywall with four foot high, ½ plywood protection in the shop area.
- ✓ Washroom will accommodate a toilet and steel laundry sink.
- ✓ Coffee area counter should allow for 18 in dishwasher, 18 in minifridge, and over stove microwave.
- ✓ Steel insulated man door on north and front of building [north man door should provide for exit only]
- ✓ Steel insulated overhead door on front of building – 16 feet wide x 7 feet high.
- ✓ Exterior double wall oil tank.
- ✓ Demand electric hot water heater.
- ✓ Interior electrical to be surface mounted.
- ✓ Sufficient electrical outlets to meet code plus two receptacles on individual breakers in shop area.
- ✓ Two exterior receptacles.
- ✓ 250-gallon water storage tank with full indicator light and overflow.

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SECTION III RESPONSE GUIDELINES

1. CONTENTS OF PROPOSALS

The following information should be provided in each proposal. As this information will be used to evaluate each responsive proposal submitted, Proponents are encouraged to use the same headings to present their offer.

2. TEAM

Describe the team in terms of responsibilities, decision-making, and the role each member of the team will play. In particular:

- Names, qualifications, and locations of key personnel who will be responsible for the design of the facility.
- Names, qualifications, and locations of key personnel responsible for managing and supervising the construction project.
- Resumes for key members of the project team.

3. METHODOLOGY

Proponents should demonstrate their understanding of the work involved and provide:

- A description of the design process to be followed.
- An explanation of their approach to completing the work to the satisfaction of the owner.

4. PRELIMINARY DESIGN

Proponents must provide with their proposal at minimum:

Site Plan showing:

- Location and dimension of proposed building site.
- Location of water, sewer, and electrical service entrances.

Building Design and Floor Plan showing:

- Dimensions (height, length, width)
- Exterior finishing materials.
- Layout showing all interior dimensions.
- Proposed foundations and structural framing.
- Locations of doors and light tubes.
- Location of electrical outlets and light fixtures.

All plans must be drawn to scale and printed on 11 x 17 sheets.

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Building Description

In addition to drawings, a written description of the building must be provided to completely describe how the proposal will meet the objectives of the Hamlet. A statement must be included to identify design features which will reduce energy consumption or life cycle costs. The results of the energy evaluation using the Office of Energy Efficiency pre-screening tool is to be provided.

5. PROPONENT'S PAST REVELANT EXPERIENCE

Proponents should describe similar services they have provided in the past five (5) years and identify the location and dates of the work performed.

At least 2 references including names, telephone and e-mail contact information are to be included.

Not that this section focuses on the Firm's experience whereas the Team section focuses on team members individual experience.

6. PROJECT SCHEDULE

Provide a schedule showing milestone for design and construction work including, but not limited to:

- design submissions
- review periods
- Construction start date.
- inspections
- anticipated date of completion

7. PROJECT COSTS

The proposal must propose a fixed price for the total cost of the project including all design and construction services.

The proposal must propose a separate fixed price for the total cost of the optional pad identified in section 8.1.

The proposal should identify the breakdown of fees and disbursements at the minimum for each of the following portions of the work:

- Design.
- Project administration.
- Mobilization and demobilization of equipment and material.
- Material, labor, and sub-contract amounts for each division of construction work.
- Permits and fees.

The proposal must also include a monthly estimated cash flow for the duration of the project.

Prices must be stated in actual dollars and cents expressed in Canadian funds and prices should not include GST.

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8. LOCATION OF FIRMS

Proponents must state the location of the design team, the construction company, and all subcontractors.

9. ALTERNATIVES PROPOSED BY PROPONENTS

Alternatives to the requirements outlined in this Terms of Reference may be submitted by proponents. Alternatives must state the specific project requirement, details of the proposed alternate, and the justification for the proposed alternate, which may include an impact on capital cost, life-cycle cost, project delivery schedule, or appropriateness for the intended use. The proposal must indicate the change to the base cost should the owner accept the alternative.

10. MANDATORY REQUIREMENTS

The following are mandatory requirements for all proposals. Proposals that do not clearly demonstrate compliance with these requirements will result in disqualification of the proponent's proposal and removal of the proposal from further considerations during the evaluation process.

- Must include a preliminary design.
- Must be received by the closing time and date; and
- Must clearly state proposed fees and expenses.
- Must provide proof of ability to provide bonding and insurance as required by the Contract Documents.
- Cost information for any Alternatives Proposed by the Proponent
- Cost of the additional pad.

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**SECTION IV
EVALUATION OF PROPOSALS**

Proposals shall be evaluated and rated by an evaluation committee, using the following criteria and rating format:

| ITEM | RATING CRITERIA | ASSIGNED WEIGHT (A) | UNIT POINTS AWARDED (B) | TOTAL POINTS (A) + (B) =(C) |
|--------------|--|---------------------|-------------------------|-----------------------------|
| 1 | Team – Personnel to be assigned to or made available to the contract | 25 | | |
| 2 | Methodology or Approach | 15 | | |
| 3 | Preliminary Design | 10 | | |
| 4 | Past Relevant Experience of Proponent | 10 | | |
| 5 | Location of firm (s) | 5 | | |
| 6 | Project Delivery Schedule | 10 | | |
| 7 | Capital Cost | 25 | | |
| TOTAL | | 100 | | |

Each rating criteria will be rated and given unit points where:

| | |
|-------------|-----------|
| 1-3 points | Poor |
| 4-6 points | Fair |
| 7-8 points | Good |
| 9-10 points | Excellent |

Each criterion’s rating is then multiplied by the pre-assigned weight as shown above to yield a total for that element. Summation of the individual totals yields a total score, which represents the overall degree of satisfaction for the respective submission.

This procedure is repeated for each of the responsive proposals.

The highest total score will determine the proposal that potentially provides the best value to the Hamlet.

Detailed ratings and comments will be confidential however, once the contract has been executed, a proponent can ask for their own detailed rating and comments and the names and total rating of the other proponents.

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**SECTION V
PRO FORMA CONTRACT**

THIS AGREEMENT dated the _____ day of _____, 20____
BETWEEN:

THE HAMLET OF FORT LIARD

(Hereinafter called the "Hamlet")

AND:

[*Contractor*]

(Hereinafter called the "Contractor")

WHEREAS:

- A. The Hamlet needs the services of a Contractor; and,
- B. The Hamlet and the Contractor have reached agreement with respect to the terms and conditions under which the Contractor will supply such services to the Hamlet.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises, mutual terms, covenants, and conditions herein, the parties hereto agree as follows:

DEFINITIONS

In this Agreement:

- a) "Business Day" means any day other than a Saturday, Sunday, or statutory holiday in the Northwest Territories.
- b) "Hamlet Contracts" means those contracts for services between the Hamlet and a third party under which the Hamlet has subcontracted all or part of its obligations thereunder to the Contractor to perform.
- c) "Hamlet Property" means the Works Product and all information, records, or materials, regardless of form, gotten or produced under this Agreement by the Contractor, or provided by the Hamlet for use by the Contractor.

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- d) "Fees" means the fees and expenses to be paid by the Hamlet to the Contractor as set forth in Schedule "B" hereto.
- e) "Force Majeure" means any act of God, major storms, civil disturbance and any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be considered not to be a Force Majeure.
- f) "Mayor" means the mayor of the Hamlet of Fort Liard.
- g) "Performance Requirements" means those certain requirements and performance levels set forth within Schedule "C" attached to this Agreement.
- h) "Senior Administrative Officer" means the senior administrative officer of the Hamlet of Fort Liard.
- i) "Services" means the activities associated with services as more particularly identified in Schedule "A" hereto.
- j) "Work Product" means ant and all materials, reports, documentations, and other items made, prepared, or produced for the Hamlet by or on behalf of the Contractor or any of its employees and contractors as part of the provision of the Services (whether then provided or delivered to the Hamlet or not), including related materials, regardless or media or format.

SCHEDULES

Schedules

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

Schedule "A"
Schedule "B"
Schedule "C"

OBLICATIONS

1. The Contractor shall:

- a) perform the Services faithfully, in a reasonable manner, exercising best efforts, and in accordance with and subject to the terms and conditions contained in this Agreement, including without restriction, the Performance Requirements.
- b) perform the Services in compliance with the Hamlet Contracts.
- c) where applicable, provide qualified additional staff to provide the Services.
- d) be bound by and observe all applicable federal, provincial, and municipal legislation and related regulations, as amended from time to time, and the Contractor shall cause all its employees and approved subcontractors to be so bound.
- e) obtain and maintain at its sole expense all necessary permits, licenses, consents, and approvals required by all authorities having authority incidental to the performance of the Contractor's obligations under this Agreement.

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- f) pay all fees and all other costs incidental to the performance of the Contractor's obligations under this Agreement (subject always to the payment of the Fees as contemplated herein).
- g) provide such written and verbal reports as required by the Hamlet on the progress of the Services. The Contractor will make available such information, including data and documents, as the Hamlet may require from time to time to allow the Hamlet to evaluate the quality and progress of the Services; and
- h) upon request from the Hamlet, provide evidence of all compliance with all requirements of the Worker's Compensation Act; including completion of a complete a COVUD-19 and Workplace: General Precautions and Risk Assessment [WSSC], to and including the dates of such requests, such evidence to include the Contractor and any all subcontractors.

SUBCONTRACTORS

1. The Contractor shall not engage or keep any agent, subcontractor or any other third party for purposes of providing the Services hereunder, in whole or in part, without first:
 - a) causing such agent, subcontractor or any third party to be bound by all covenants and obligations of the Contractor under this Agreement as such relate to those of the Services being provided by such persons respectively; and
 - b) obtaining the prior written consent of the Hamlet which consent may be arbitrarily withheld.
2. The use of any agents, subcontractors or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to provide the Services in accordance with the provisions of this Agreement.
3. The Contractor shall, in supplying the Services:
 - a) support the coordination of the activities and work of its own forces and any subcontractors.
 - b) assume overall responsibility for compliance with all applicable legislation in conducting the Services by itself and all its subcontractors; and
 - c) not change or terminate any of its subcontractors without obtaining the prior written consent of the Hamlet which consent may be arbitrarily withheld.
4. The Constructor shall ensure all subcontractors complete a COVUD-19 and Workplace: General Precautions and Risk Assessment [WSSC] plans and submit the completed document to the Hamlet if requested.
5. The Contractor shall forthwith remove from the performance of the Services any employee, agent or subcontractor who is unsatisfactory to the Hamlet, acting reasonable. Any costs or expenses associated with removal of any such employee, agent or subcontractor shall be the responsibility of the Contractor.

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PAYMENT OF FEES

1. The Hamlet will pay the Contractor the Fees following receipt of invoice and in accordance with the payment terms set forth in Schedule "B" hereto, plus any applicable GST thereon.

TAXES AND DEDUCTIONS

1. The Contractor shall be responsible to collect, remit, and pay all source deductions, Canada Pension contributions, employment insurance premiums, taxes and GST and all other required payments, contributions or deductions under all applicable laws and authorities including, but not limited to, any assessments levied pursuant to the Workers' Compensation Act (Northwest Territories which arise or may hereafter arise with respect to the performance of the obligations of the Contractor under this Agreement and the Hamlet shall have no liability for the same.

WARRENTIES AND REPRESENTATIONS

1. The Contractor hereby represents and warrants with and to the Hamlet, and acknowledge that the Hamlet is relying upon such representations and warranties, that:
 - a) the Contractor follows all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates, and authorizations necessary to continue its business and to conduct its obligations hereunder and there are not any proceedings whatsoever, actual or pending and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates, or authorizations; and
 - b) the Contractor is experienced in the performance of all aspects of the Service and can perform the Services in accordance with the terms, covenants and conditions contained in this Agreement including, without restriction, the Performance Requirements.

INSURANCE

1. The Contractor shall without limiting its obligations or liabilities hereto, obtain and maintain at its sole expense and pay for during the period of this contract the following insurance coverage. The amount and type of insurance specified during in no way reduces or limits the liability or responsibility of the Contractor hereunder.
2. Within 14 days after acceptance of the Contractors tender the Contractor shall, unless otherwise directed in writing by the Hamlet, deposit with the Hamlet an Insurer's Certificate of Insurance in a form acceptable to the Hamlet and if asked, the originals or certified true copies of all insurance contracts maintained by the Contractor pursuant to the insurance coverage requirements shown hereunder.
3. The provisions of the insurance coverage requirements held hereunder are not intended to cover all the Contractor risk under this contract. Any added risk management measures or more insurance coverage the Contractor may deem necessary to fulfill its obligations under this contract shall be at the Contractors own discretion and expense.

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4. The Contractor agrees to waive all rights of recourse against the Hamlet for damages to any of the Contractor's property or property of others for which the Contractor is responsible and the Contractor's Insurance have no right of subrogation against the Hamlet except those claims which are the result of the negligent acts or omissions of the Hamlet.

Commercial General Liability

5. Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and property damage including loss of use thereof. This insurance shall be maintained continuously from commencement of the work until not less than 12 months from the date of the Final Certificate of Completion.
6. This insurance policy shall include but is not limited to:
 - a) Premises, Property and Operations Liability
 - b) Products and Completed Operations Liability
 - c) Owners and Contractor's Protective Liability
 - d) Blanket Written Contractual Liability
 - e) Broad Form Property Damage Extension
 - f) Personal Injury Liability
 - g) Employees as Additional Insured
 - h) Cross Liability
 - i) Contingent Employers Liability
 - j) Non-owned Automobile Liability SPF # 6
7. The Policy must show the Hamlet Government as an added but only with respect to the operations of the names insured. The policy will also be endorsed to supply 30 days written notice of cancellation or deduction in the insurance coverage to the Hamlet Government.

Automobile Liability

8. Automobile liability insurance with respect to the Contractor's owned and leased, licensed vehicles used directly or indirectly in the performance of the work with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury death and property damage as per Standard Policy Form #1.
9. Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Northwest Territories.
10. Other insurance as the Hamlet may from time to time require.

INDEMNITY

1. The Contractor shall at all times and without limitations, indemnify and save harmless the Hamlet, its elected officials, employees, contractors, agents, insurers, representatives from all against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties,

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expenses, all manner of actions, causes of actions, claims, demands and proceedings, all of whatever nature and kind which any of the Hamlet, its elected officials, employees, contractors, agents, insurers and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrences, even, incident or matter caused by, and / or arising as a direct or indirect result of:

- a) the misconduct, negligent action, or negligent failure to act of the Contractor and / or any of those persons for whom the Contractor is responsible at law (including, without limitations, any of its employees or subcontractors); or
 - b) any breach, violation or non-performance of any representation warranty, obligation, covenant, condition, or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed, or performed, or
 - c) any damages to third parties caused by, resulting at any time from, arising out of or in consequences of, the misconduct, negligent action, or negligent failure to act, of the Contractor and / or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors).
2. The provisions of this Section are in addition to and shall not prejudice any other rights of the Hamlet at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

SUSPENSION AND TERMINATION

1. Notwithstanding anything contained within this Agreement, the Hamlet may at any time in writing instruct the Contractor to suspend the performance of part or all the Services for such time as the Hamlet sets out in its notice of suspension including, without restriction, due to the following:
 - a) the Hamlet having a concern respecting the on-going safety if the Contractor and its employees, agents, and subcontractors (if any), any property of the Hamlet, or the public at large (or any portion thereof); or
 - b) the Hamlet determining, acting that the specific project or task is unnecessary or that a change in instructions is necessary.
2. Such notice shall state the cause for the suspension. The Contractor shall during any period of suspension continue to perform its obligations to insure in accordance with the Agreement.
3. After receipt by the Contractor of the Hamlet's permission to resume the Services following any suspension of the Services, the Hamlet and the Contractor shall jointly examine the Services affected by the suspension and thereafter determine and agree upon, each acting the amendments necessary to the Term or any other performance deadlines contemplated within this Agreement.

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FORCE MAJEURE

1. If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefor and such failure shall be directly caused or materially contributed to by an event of Force Majeure, such failure shall deem not to be a breach of the obligations of such party, supplied however, in such event, such party shall:
 - a) at once notify the other party of the circumstances of the event of Force Majeure, the extent to which the performance of obligations under this Agreement are affected, and the actions taken by the said party to mitigate against the effects of the event of Force Majeure; and
 - b) use its best efforts to put itself in a position to conduct its obligations hereunder as soon as reasonably possible.
2. In no event shall the relief provided in respect of the occurrence of an event of Force Majeure exceed ninety (90) days.

GENERAL

Notices

1. Whether or not so stipulated herein, all notices, communication, requests, and statements (the "Notice") required or permitted hereunder shall be in writing.
2. Any Notice needed or allowed hereunder shall be sent to the intended recipient at its address as follows:

| | |
|------------------|--|
| If to the Hamlet | Senior Administrative Officer Hamlet of Fort Liard 174 Valley Main Street, Fort Liard, X0G 0A0 Telephone: 867-770-4104 Email: sao@fortliard.com |
|------------------|--|

If to the Contractor

3. Or to such other address as each party may from time to time direct in writing.
4. Notice shall be served by one of the following means:
 - a) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when delivered to such party.
 - b) if delivered to a corporate party, by delivering it to the address specified in above during normal business hours. Notice delivered in this manner shall be considered received when delivered.
 - c) by email to the party on whom it is to be served. Notice delivered in this manner shall be considered received on the earlier of:
 - d) it transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
 - e) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or

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- f) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless received.

Governing Law

5. This Agreement shall be constructed and governed by the laws of the Northwest Territories and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive authority of the Courts of the Northwest Territories.

Time of Essence

6. Time shall be of the essence of this Agreement.

Relationship between Parties

7. Nothing contained herein shall be deemed or constructed by the parties hereto nor by any third party, as creating the relationship or employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any of the parties hereto shall be deemed to create any relationship between the parties here to other than an independent service agreement between the parties hereto other than an independent service agreement between the two parties at arm's length.

No Authority

8. Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed, or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever. Without restricting any of the foregoing, unless otherwise specifically authorized and documented between the parties at no time shall the Contractor have authority to bind the Hamlet as its agent or otherwise, nor make representations or warranties for or on behalf of the Hamlet.

Agreement Entire Relationship

9. The Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representatives, warranties, agreements, or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

Further Assurances

10. Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurance as may be necessary or advisable from time to time to conduct the terms and conditions of this Agreement in accordance with their true intent.

Amendments

11. This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

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Waiver

In this section, "Event of Default" shall mean, with respects to the Contractor, if:

The Contactor neglects or does not see, perform, or comply with any of its obligations or covenants pursuant to this Agreement, and:

- i. such neglect or failure is not cured within 7 days after being needed in writing to do so by the other party, or
 - ii. if such neglect or failure is not capable of being cured within 7 days as previously mentioned but can be cured within a commercially reasonable period by a commercially reasonable effort by the Contractor, the Contractor has not commenced to cure such neglect or failure within the said 7-day period and has not continued to cure such neglect or failure effectively and diligently within such commercially reasonable period.
 - iii. an assignment of the Contractor's assets for the benefits of its creditors or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any authority.
 - iv. a petition in bankruptcy is filed and presented against the Contractor or a receiver, receiver and manager, custodian or similar agent is appointed or takes possession of any property or business of the Contractor.
 - v. the Contractor ceases or threatens to cease to continue its business.
 - vi. an execution, sequestrations, extent, or other process of any court becomes enforceable against the Contractor, or a distress or analogous process is levied upon the property of the Contractor; or
 - vii. any of the representations or warranties given hereunder are found to be incorrect or untrue and, as a result, have a material, adverse effect upon the provision of the Services.
12. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations, hereunder shall be deemed or constructed to be a consent or waiver to or of any other breach or default in the performances of obligations hereunder by such party hereunder. Failure on the part of either party to complain or any actor failure to act of the other party to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

Counterparts

13. The Agreement may be executed and delivered in any number of counterparts, by facemail copy, by electronic or digital signature or by other written acknowledge of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute the same instrument.

Statutory Reference

14. Any reference to a statue shall include and shall be deemed to be a reference to such statue and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to tome and any final judicial decisions interpreting the same, and to any statue or regulation that may be passed which has the

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effect of supplementing or superseding the statute to referred to or the regulations made pursuant thereto.

Unenforceability

15. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the rest of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held valid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

Survival

16. The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

Remedies Generally

17. Mention in tis Agreement of any remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

Singular, Plural and Gender

18. Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

Binding Effect

19. This Agreement shall ensure to the benefit of and be binding upon the successors and allowed assigns of each of the parties.

Entire Agreement

20. This contract forms the entire agreement between the parties and supersedes all previous agreements and arrangements, whether written or implied, relating to the services to be provided by the contractor. All such prior agreements, arrangements and understandings are terminated effective from the date of execution of this contract.

Assignment

21. The Contractor shall not assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received the written consent from the Hamlet, which consent may be arbitrary withheld.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers.