



CITY OF IQALUIT
LIFT STATION NO.1 UPGRADE

**CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS**

Prepared for:

**CITY OF IQALUIT
P.O. BOX 460
IQALUIT, NUNAVUT
X0A 0H0**

Prepared by:

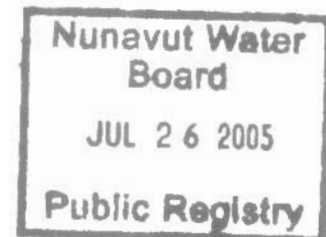
**EARTH TECH (CANADA) INC.
17203 – 103 Avenue
Edmonton, Alberta
T5S 1J4**

**JUNE 2005
Project No. 84454**

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**CITY OF IQALUIT
LIFT STATION NO.1 UPGRADE
IQALUIT, NUNAVUT**

Sealed Tenders for:

City of Iqaluit
Lift Station No.1 Upgrade

Will be received by:

City of Iqaluit

Until:

2:00 pm local time, July 11, 2005

At:

City Hall
City of Iqaluit
P.O. Box 460
Iqaluit, NU
X0A 0H0
Attention: Mr. Brad Sokach, P.Eng.
Director of Engineering & Planning

Tenders will **not** be accepted in the Engineering Office

The City of Iqaluit is accepting sealed Tenders for the upgrade of Lift Station No.1. The Work, which is to be performed for Lump Sum remuneration, generally consists of modifications and improvements to the existing lift station including:

- Removal and salvage/disposal of existing piping, electrical, mechanical and process components, redundant equipment and all other items to install new components
- Demolition and replacement of current superstructure
- Supply and installation of pumps, removable grinder channel, grinder and hoist.
- Installation of City Owned generator
- Boilers, HVAC and piping upgrades
- Associated Mechanical, Electrical and Instrumentation/control work
- Associated structural and architectural work
- Transportation to Site and installation of above

Tender Documents may be obtained on or after 1:30 PM June 20, 2005 from:

Department of Engineering
City of Iqaluit
P.O. Box 460, Building 961
Iqaluit, NU
Phone: 867-975-8500
Fax : 867-975-8505

OR

Earth Tech Canada Inc.
17203 – 103 Avenue
Edmonton, Alberta
Phone : 780-488-6800
Fax: 780-488-2121

Monday through Friday between the hours of 8:30 am to noon and 1:30 pm to 4:30 pm upon deposit of a refundable certified cheque or money order in the amount of \$100.00 per set, payable to City of Iqaluit

Tender Documents will be available for viewing at:

The Edmonton Construction Association Office, Edmonton, Alberta.

Northwest Territories Construction Association Office, Yellowknife, NWT

General Contractors bidding this work are recommended to attend a Pre-Bid Meeting to be held on Tuesday, June 28, 2005 at 9:00 am at Lift Station No.1 in Iqaluit

Tenders shall be accompanied by a Bid Bond in the amount of ten (10) percent of the Total Sum submitted, plus "Consent of Surety". In addition, the successful Contractor shall be required to provide a Performance Bond in the amount of fifty (50) percent of the Contract Price and a Labour and Material Payment Bond in the amount of fifty (50) percent of the Contract Price.

The lowest or any tender will not necessarily be accepted.

Enquiries can be faxed to:

Glenn Prosko, P.Eng.
Earth Tech Canada Inc.
Fax: 780-488-2121

CITY OF IQALUIT
TENDER DOCUMENTS
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INSTRUCTIONS TO TENDERERS

IT.1 Tender Call

- 1.1 Sealed Tenders fully executed, dated and endorsed will be received by the City Administrator, City Hall, City of Iqaluit, Nunavut (the "Closing Location") up to the Phase 1 tender closing time of 2:00 p.m. local time on the 11th day of July, 2005 (the "Closing Time"). Refer to IT.24.
- 1.2 The intent of this Invitation to Tender is to obtain a formal offer to construct and complete upgrades to the existing Lift Station No. 1. These include, but are not limited to the following:
- 1.2.1 Removal and salvage/disposal of existing piping, electrical, mechanical and process components, redundant equipment and all other items to install new components.
 - 1.2.2 Demolition and replacement of current superstructure.
 - 1.2.3 Supply and installation of pumps, removable grinder channel, grinder and hoist.
 - 1.2.4 Installation of City Owned 100kW generator.
 - 1.2.5 Installation of water storage tank and pressure system complete with sink and small hot water tank, and other associated amenities.
 - 1.2.6 Boilers, HVAC and piping upgrades
 - 1.2.7 Associated Mechanical, Electrical and Instrumentation/control work.
 - 1.2.8 Associated structural and architectural work.
 - 1.2.9 Associated civil and site works.
 - 1.2.10 Transportation to Site and Installation of above.
- herein referred to as the "Work", located at Lift Station No. 1, Iqaluit, Nunavut.
- 1.3 Tenderers shall submit one original of the Tender on the forms provided, signed and sealed, together with the required security deposit or bid bond and consent of surety in an opaque envelope, clearly identified with the word "Tender", the Project name and number and the Tenderer's name on the outside.
- 1.4 Failure by the Tenderer to comply with these Instructions to Tenderers may result in the Tender submitted being disqualified. Disqualification shall be at the sole discretion of the City.
- 1.5 Tender Documents may be obtained at the following places:
- the City: City of Iqaluit, Department of Engineering, Iqaluit, Nunavut
- the Engineer: Earth Tech (Canada) Inc., 17203 – 103 Avenue, Edmonton, Alberta
- 1.6 One set of Tender Documents will be available for each Tenderer. A deposit of one hundred dollars (\$100.00) in the form of cash or a certified cheque in favour of the City is required for each set of Contract Documents. Deposits will be refunded if Tender Documents are returned complete, undamaged, unmarked and re-usable within thirty (30) days of the Closing Time.
- 1.7 The submission of a Tender constitutes the agreement of the Tenderer that all the terms and conditions of the Tender Documents are accepted by the Tenderer and incorporated in its Tender.

INSTRUCTIONS TO TENDERERS

- 1.8 Tenders will be opened in public after the time for receipt of Tenders and otherwise in accordance with IT.24.7.
- 1.9 Tender Documents may be viewed at the Edmonton Construction Association, Edmonton, Alberta and the NWT Construction Association, Yellowknife, NWT.
- 1.10 Upon submission of Tenders to, and receipt of Tenders by, the City, the City shall own all right, title and interest in and to the submitted Tenders and a Tenderer shall not be entitled to demand return of any such Tender.
- 1.11 If an arithmetical error is identified by the Engineer in the submitted Tender between any individual price and the price extension (e.g., Unit Price x Quantity of Units), the individual price shall govern. The price extension and the total Tender amount will be corrected accordingly.

IT.2 Receipt of Tenders

- 2.1 Tenders must be received at the Closing Location by the City on or before the exact time and date fixed as the Closing Time.
- 2.2 It is the responsibility of the Tenderer to ensure that its Tender is received at the Closing Location before the Closing Time and the Tenderer assumes the entire risk of failure of the City to receive any tender at the Closing Location before the Closing Time.
- 2.3 Any Tenders received after the Closing Time shall be rejected and returned unopened to the Tenderer. If only one Tender is received and that Tender is received late, the Tender may be accepted at the sole discretion of the City.
- 2.4 Tenders shall be opened as soon as practicable after the Closing Time.
- 2.5 Tenders received by facsimile, except with respect to amendments as permitted elsewhere in these Instructions to Tenderers, or by other electronic transmission, will not be accepted and if received shall be disqualified.

IT.3 Amendments to Tenders

- 3.1 Amendments to a Tender by letter other written means delivered to the Closing Location or delivered by facsimile are acceptable provided that the amendment:
- (i) is received in total on or before the Closing Time;
 - (ii) contains the Project name and number, name and address of the Tenderer and is signed by the same party or parties who signed the Tender; and
 - (iii) the amendment indicates only the applicable changes to the Tender in such a manner that the total Tender prices are not revealed.
- 3.2 Amendments to tenders delivered by facsimile shall be transmitted to the following facsimile number:
- City: (867) 979-5922
- 3.3 All amendments submitted by facsimile should be confirmed by delivery of the original within seven days after the Closing Time, subject to adverse weather or transportation problems.
- 3.4 Amendments shall not be transmitted by electronic means, other than by facsimile as indicated above.

INSTRUCTIONS TO TENDERERS

- 3.5 Tenderers assume all risk of delivery of amendments by facsimile. Without limiting the foregoing, the City shall not be held liable for any claim, demand or other action should a facsimile transmission be interrupted, not received in its entirety, received after the Closing Time, received by another facsimile unit other than stated herein, or for any other reason over which the City does not have control.

IT.4 Security Deposit

- 4.1 Every Tender shall be accompanied by a security deposit as follows:
- 4.1.1 Bid bond in an amount not less than 10% of the total Tender amount; or
 - 4.1.2 Certified cheque payable to City of Iqaluit in an amount not less than 10% of the total Tender amount.
- 4.2 Bid bonds shall be in the name of the City of Iqaluit as obligee and signed and sealed by the Tenderer and by a surety licensed to conduct business as a surety in Nunavut.
- 4.3 Bid bonds shall be Bid Bond Form CCDC Document No. 220, latest edition, effective until sixty (60) days after the Closing Time.
- 4.4 Security deposits will be returned after delivery to the City of the required performance bond and labour and material payment bond by the successful Tenderer.
- 4.5 If the Contract is not awarded, all security deposits will be returned with reasonable promptness after such decision is made by the City.

IT.5 Consent of Surety

- 5.1 Tenderers must submit with the Tender and bid bond, a "Consent of Surety", stating that the surety is willing to supply the performance bond and labour and material payment bond as specified.
- 5.2 A "Consent of Surety" form is attached as Appendix "A" to the Tender Form.

IT.6 Performance Assurance

- 6.1 The accepted Tenderer shall provide security (by way of bonds or a security deposit) as stated in the General Conditions.
- 6.2 The cost of all security shall be included in the Tender prices.

IT.7 Duration of Offer

- 7.1 Tenders shall remain open for acceptance and shall be irrevocable for a period of sixty (60) days after the Closing Time, irrespective of the acceptance of any Tender.

IT.8 Tender Ineligibility

- 8.1 Tenders that are unsigned, submitted electronically, improperly executed, incomplete, conditional, illegible, obscure or contain arithmetical errors, additions not called for, reservations, qualifications, erasures, alterations, or irregularities of any kind, or which are otherwise not completed or submitted in strict compliance with the Instructions to Tenderers, may be rejected by the City.
- 8.2 Notwithstanding anything to the contrary herein, the City may in its sole discretion elect to retain any such Tender for consideration and may waive any or all of the foregoing, on such terms or conditions as the City may consider appropriate, even if any of the foregoing would otherwise render the Tender null and void

INSTRUCTIONS TO TENDERERS

and the Tender may be considered in the same manner as Tenders that fully conform to the requirements of the Tender Documents without qualification.

IT.9 Review and Acceptance of Tender

- 9.1 Upon receipt of the Tenders, the City in its discretion may elect to conduct a post tender meeting with one or more Tenderers to discuss in detail their respective Tender submission and such other items as the City may consider appropriate or necessary.
- 9.2 Before award of the Contract, the Tenderer may be required to provide specific information with respect to its legal and or financial status.
- 9.3 THE LOWEST OR ANY TENDER WILL NOT NECESSARILY BE ACCEPTED.
- 9.4 Notwithstanding any custom of the trade to the contrary, the City reserves the right to reject the lowest Tender, even if the lowest Tender is a compliant Tender, accept any Tender or part thereof, negotiate any aspect of any Tender, advertise for new Tenders, negotiate a contract as the City deems to be most advantageous to the City's interest without incurring any liability, and to award a contract to whomever the City in its sole and absolute discretion deems appropriate and solely in the best interest of the City and no Tenderer will have any claim against the City as a consequence. Unless required otherwise by the NNI Policy, the City shall not, at any time, be required to disclose any information to the Tenderers regarding the City's consideration and evaluation of Tenders.
- 9.5 Following acceptance by the City, a written Notice of Award will be issued to the successful Tenderer. If the Tenderer fails for any reason to execute and return the Articles of Agreement within seven (7) working days of receipt for signature of the Articles of Agreement from the City, or fails to provide the performance bond and labour and material bond or other security deposit stipulated in GC 11 or to satisfy such other terms and conditions specified hereunder within any period specified, or such extension of time as may be granted by the City, then the City reserves the right to terminate the Tenderer's right to complete the Contract and to award the Contract to whomever the City considers appropriate. The bid bond shall forthwith become payable.
- 9.6 The City shall not be obligated in any manner to the successful Tenderer whatsoever until the Contract has been awarded and the Contract has been duly executed by the parties.
- 9.7 If the City receives no Tenders satisfactory to the City in its sole discretion, the City reserves the right in its sole discretion to negotiate a contract for the whole or any part of the Work with any one or more persons whatsoever, including any one or more of the Tenderers, or to postpone or cancel this Tender and then issue a new tender, or to cancel or postpone some or all of the Work.
- 9.8 The City shall not, under any circumstances, be responsible for any costs, expenses, loss, damage or liabilities, whether direct, indirect, consequential or economic in nature, incurred by a Tenderer as a result of, in connection with or incidental to:
- 9.8.1 a Tenderer tendering for the Work, or
 - 9.8.2 the acceptance or rejection of any Tender, or
 - 9.8.3 the exercise by the City of its rights under IT.9.5.
- 9.9 By participation in the tendering process, the Tenderer on its own behalf and on behalf of all firms, corporations and individuals comprising the Tenderer, agrees that none of the City or its directors, officers, employees, agents and other representatives shall be liable to any Tenderer, or any firm, corporation or individual comprising the Tenderer, including in contract, tort, statutory duty, duty of fairness, duty of care, law, equity or otherwise, for any claims, direct or indirect, whether for costs, expenses, losses or damages,

INSTRUCTIONS TO TENDERERS

or loss of anticipated profits, or for any matter whatsoever, incurred in preparing and submitting a Tender, or negotiations of a Contract, or in any way arising in connection with the Tender Documents. The Tenderer further agrees on its own behalf and on behalf of all firms, corporations and individuals comprising the Tenderer, that the award of the Contract is in the sole discretion of the City and in no event shall the Tenderer or any firms, corporations or individuals comprising the Tenderer seek injunctive or other relief to prevent or delay the award of the Contract or the performance of any Work or services in relation thereto.

IT.10 Commencement and Completion of Work

- 10.1 The Tenderer, in submitting the Tender, agrees that the Tenderer can complete the Work by the date for completion stated in the Tender Form.

IT.11 Omissions/Discrepancies/Interpretations

- 11.1 Tenderers finding discrepancies or omissions in the drawings or specifications, or having doubt as to the meaning or intent thereof, shall at once notify the Engineer who will, if necessary, send written instructions or explanations to all Tenderers.
- 11.2 Oral interpretations made to any Tenderer shall not effect a modification of any provision of the Tender Documents.
- 11.3 Questions arising during the Tender period should be directed to:

Earth Tech (Canada) Inc.
17203 – 103 Avenue
Edmonton, Alberta T5S 1J4

Fax: (780) 488-2121
Telephone: (780) 488-6800

Attention: Mr. Glenn Prosko, P. Eng.

- 11.4 The City reserves the right in its sole discretion at any time and from time to time, and for whatever reason to, by Addendum, modify, amend or otherwise change the Tender Documents. Any such Addendum shall be issued in writing and shall be expressly identified as an Addendum to these Tender Documents. All such changes shall become part of the Tender Documents and their effects shall be reflected in the Tender prices. The City also reserves the right in its sole discretion to cancel this Tender at any time.

IT.12 Alternatives

- 12.1 Where selected products are stipulated in the Tender Documents the Tender shall be based on the use of only these selected products.
- 12.2 Proposals for alternative products may be considered if submitted as an attachment to the Tender.
- 12.3 Submissions shall provide sufficient information to enable the Engineer to determine the acceptability of such products.
- 12.4 Provide complete information on required revisions to other work and products to accommodate each alternative product, and the amount of addition or reduction from Tender prices, including required revisions, for each alternative product.
- 12.5 Unless a proposal for an alternative product is submitted in this manner and later accepted, provide the product specified.

INSTRUCTIONS TO TENDERERS

12.6 Prior approval to submit a proposal for an alternative product with the Tender is not required.

IT.13 Goods and Services Tax

13.1 The City will pay the Goods and Services Tax (GST) which will be included in the Tender price.

13.2 The successful Tenderer may invoice for Goods and Services Tax (GST)

IT.14 Metric Products

14.1 All Tender Documents are in the metric system, and unless noted otherwise, metric products shall be used.

IT.15 Site Examination

15.1 A visit to the Site has been arranged for all Tenderers as follows:

	June 28, 2005
Date:	9:00 AM
Place:	Lift Station No.1
	Iqaluit, Nunavut

15.2 Claims for additional costs will not be entertained with respect to conditions which would reasonably have been ascertained by an inspection of the Site prior to the Closing Time.

IT.16 Tender Signing

16.1 The Tender must be executed under seal by the Tenderer.

16.2 If the Tenderer is an individual or a partnership, the Tender shall be executed by the individual or a partner in the presence of a witness and the signatory must show the capacity in which he or she signs (e.g., "Partner" or "Proprietor").

16.3 If the Tenderer is a corporation, the Tender shall be executed under the seal of the company, affixed in the presence of the authorized officers or two directors.

16.4 If the Tenderer is a joint venture, each party to the joint venture shall execute the Tender under seal in the manner appropriate to such party.

IT.17 Appendices to Tender Form

17.1 Tenderers shall complete all Appendices attached to the Tender Form and, subject to IT.24, submit these with the Tender.

IT.18 Working Hours

18.1 Work inside the existing facilities shall be carried out between the hours of: 7:00 AM and 7:00 PM unless other arrangements are made between the City and the Contractor.

IT.19 Special Inclusions

19.1 For special inclusions, refer to Division 1.

INSTRUCTIONS TO TENDERERS

IT.20 Company Registration

- 20.1 The successful Tenderer will be required to be registered as a business in the City of Iqaluit prior to work commencing.

IT.21 Contractor's Capability

- 21.1 The City considers the capability of a Tenderer to assure quality and timely completion of the Work to be of utmost importance. Accordingly, if a Tenderer intends to engage a subcontractor for a significant or critical portion of the Work, such subcontractor shall be designated in the Tender. As part of its evaluation of Tenders prior to award of the Contract, the City will take into consideration a subcontractor's past performance on City projects, both as to quality and schedule. At any time up to five (5) clear calendar days before the Closing Date, a Tenderer may request in writing from the City as to whether a particular proposed subcontractor has a favourable or unfavourable performance record with the City.

IT.22 Rockwork

- 22.1 To the extent an Invitation to Tender call requests Unit Prices for rock excavation and removal, the Tenderers shall quote a separate lump sum price for the mobilization, demobilization and fixed costs for each project section where rock excavation and removal may be required. During the evaluation of Tenders, the City may request a detailed breakdown of the estimated cost of such lump sum prices and each Tenderer shall submit such breakdown in writing two (2) clear calendar days from the date of the City's request. The City may, at its sole discretion, take into consideration as part of its Tender evaluation, the reasonableness of a Tenderer's lump sum price for mobilization, demobilization and fixed costs.

IT.23 Provisional Items

- 23.1 Once a Tenderer has been chosen by the City for the Project, it shall be open to the City to accept, reject or negotiate the Tenderer's bid for any provisional item contained in the Tender. Should the City choose to reject the successful Tenderer's bid for such provisional work, it shall be open to the City to call for new Tenders for this work and the successful Tenderer for the Project may submit a Tender if he so chooses.

IT.24 Inuit, Local and Nunavut Incentives

- 24.1 One of the priorities of the City is to ensure that materials, equipment, labour and other services of Local, Nunavut and Inuit businesses are used to the fullest extent practical on this project, therefore, the City has implemented the Nunavummi Nangminiqatunik Ikajuuti (NNI) Policy which shall apply to the Contract. Tenderers are required to comply with the requirements of the NNI Policy and to submit the required information within the deadlines stipulated. A copy of the current NNI Policy is included in these Tender Documents.
- 24.2 The Tenderer shall show intention to not only meet the minimum levels of Inuit Labour prescribed in the NNI Policy, but also to use the maximum amount of Local, Nunavut and/or Inuit labour, and subcontractors and suppliers available. Failure to do so indicated by a comparison to other Tenderers may result in disqualification by the City as a non-responsive Tender. A Tenderer that for previous contracts with similar prescribed Inuit Labour had failed to meet the minimum prescribed Inuit Labour MAY be deemed "not responsible" (as defined in the Government Contract Regulations) for this Tender.
- 24.3 For purposes of this Tender, "Local" shall be considered to be the community in which the Work is undertaken unless noted otherwise in these Tender Documents.
- 24.4 In order to comply with the requirements of this Tender and specifically those included in the "Instructions to Tenderers" IT.24, the Tenderer is required to complete the attached forms entitled Appendix "J-1" "General Contractors & Subcontractors Dollar Amount" and Appendix "J-2" "Substantiation of Bid Adjustment".

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24.5 For the Inuit Labour bonus or penalty, as set out in the NNI Policy, the benchmark shall be the minimum prescribed level for Inuit Labour identified on page 4 of Appendix K "Contractor's Obligations to Provide Inuit Content" of the Tender.

24.6 Joint Ventures: If the Tenderer is comprised of more than one party as in the case of a joint venture, (but not a partnership) for the purposes of the application of the NNI adjustments, each party to the joint venture will be treated as a separate Tenderer, and the value of their respective Nunavut, Inuit, and local content will be treated in the same manner as separate Tenderers.

24.7 This Tender will close in two phases as follows:

Phase I Tender Close: The Tenderer shall complete the Tender Form and all required appendices and, with the exception of Appendix J-2 shall submit them no later than the time identified for the Phase I closing of Tenders.

The Tenderer shall indicate on the Appendix "J-1" "General Contractors & Subcontractors Dollar Amount" the bid value and names of all major businesses which will be providing goods and services to the Tenderer in order to complete the Work. No further detail is required at the time of Phase I Tender closing.

At the time established for the Phase I Tender closing, the City shall receive Tenders and shall record the names of the Tenderers who have submitted Tenders. Those Tenders shall remain unopened and held in a secure place by the City for a period of 24 hours.

Phase II Tender Close: Within 24 hours following the Phase I Tender close, excluding holidays and weekends, the Tenderer shall submit to the City a detailed Appendix "J-2" "Substantiation of Bid Adjustments" showing the actual amounts of Local, Nunavut, Inuit and other content in respect to payroll, material, equipment, transportation, accommodation and other costs.

This detailed Appendix "J-2" "Substantiation of Bid Adjustments" shall be submitted in a sealed envelope or by facsimile with clear identification as to the name of the Tender and the Tenderer, and shall be received prior to the Phase II Tender close which shall be 24 hours, excluding holidays and weekends, after the Phase I Tender closing. Detailed Appendix "J-2" "Substantiation of Bid Adjustments" received late may be disqualified.

Tenders shall be opened after the Phase II closing.

NOTE 1: The Tenderer shall only receive a bid adjustment when a completed Appendix "J-1" "General Contractors & Subcontractors Dollar Amount" and Appendix "J-2" "Substantiation of Bid Adjustments" have been submitted in accordance with the above. Tenders submitted without such a submission shall receive no bid adjustment at all.

IT.25 Transportation of Materials

25.1 Transportation/shipping and handling of materials and all costs thereof are the responsibility of the Contractor unless otherwise noted. Modes of transporting materials shall be decided by the Contractor unless by marine transport in which case GC 14 shall apply.

IT.26 General

26.1 Unless a contrary intention appears, words and phrases defined in the Articles of Agreement or General Conditions shall have the same meaning when used in these Instructions to Tenderers.

END OF INSTRUCTIONS TO TENDERERS