



A **tyco** International Ltd. Company

CITY OF IQALUIT
PLATEAU BOOSTER STATION

**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

July 2005
Project No. 83700

**CITY OF IQALUIT
PLATEAU BOOSTER STATION
IQALUIT, NUNAVUT**

Sealed Tenders for:

City of Iqaluit
Plateau Booster Station

Will be received by:

City of Iqaluit

Until:

2:00 pm local time, July 21, 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

INTERNAL	
PC	clp
MA	
FO	
LA	
BS	
ST	
TA1	
TA2	
RC	
ED	
CH	
BRD	
EXT.	

**Nunavut Water
Board**

JUL 26 2005

Public Registry

The City of Iqaluit is accepting sealed Tenders for the construction of the Plateau Booster Station. The Work which is to be performed for Lump Sum remuneration generally consists of:

- Pumphouse building complete with concrete floor, metal cladding and roofing, and 3 separate rooms
- Supply and installation of variable frequency drives, pumps, diesel driven ULC listed fire pump, recirculation pumps, shell & tube heat exchanger and standby generator
- Supply and installation of related equipment, pipes and pumps.
- Boilers, HVAC and piping.
- Associated Mechanical, Electrical and Instrumentation/control work
- Associated structural and architectural work
- Associated civil and site works
- Transportation to Site and installation of above.

Tender Documents may be obtained on or after 9:00 AM July 4, 2005 from:

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

OR

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

Fax: 867-975-8505

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.

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

TABLE OF CONTENTS

	No of Pages
INVITATION TO TENDER	2
TABLE OF CONTENTS	5
INSTRUCTIONS TO TENDERERS	10
TENDER FORM	28
Tender Form	
Appendix A - Consent of Surety	
Appendix B - Subcontractors	
Appendix C - Equipment	
Appendix D - Product Suppliers	
Appendix E - Labour and Equipment Rates	
Appendix F - Unit Prices	
Appendix G - Alternatives and Options	
Appendix G-1 - City Requested Alternatives	
Appendix G-2 - Tenderer Proposed Options	
Appendix H - Separate Prices	
Appendix I - Schedule of Prices	
Appendix J - Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy Forms)	
Appendix J-1 - General Contractors & Sub-Contractors Dollar Amount	
Appendix J-2 - Substantiation of Bid Adjustment	
Appendix K – Contractor's Obligation to Provide Inuit Content	
 NNI POLICY and NNI POLICY APPEALS PROCESS	 23
 ARTICLES OF AGREEMENT	 4
 GENERAL CONDITIONS	 47

TABLE OF CONTENTS

Section No.	Description
DIVISION 01	GENERAL REQUIREMENTS
01010	Summary of Work
01016	Work Sequence and Tie-ins
01020	Allowances
01040	Coordination
01050	Field Engineering
01060	Regulatory Requirements
01090	References
01100	Special Project Procedures
01200	Project Meetings
01300	Submittals
01310	Schedules, Progress Reports
01400	Quality Control
01500	Construction Facilities
01600	Material and Equipment
01670	Systems Demonstrations
01700	Contract Closeout
01720	Project Record Documents
01730	Operation and Maintenance Manuals
01735	Commissioning
01770	Take-Over Procedures
DIVISION 02	SITE WORK
02305	Earthwork General Requirements
02362	Steel Pipe Piles
DIVISION 03	CONCRETE
03100	Concrete Formwork
03200	Concrete Reinforcement
03250	Concrete Accessories
03300	Cast-in-Place Concrete
DIVISION 05	METALS
05120	Structural Steel

TABLE OF CONTENTS

Section No.	Description
DIVISION 06	WOODS AND PLASTICS
06100	Rough Carpentry
06200	Finish Carpentry
06405	Cabinets
DIVISION 07	THERMAL AND MOISTURE PROTECTION
07190	Air/Vapour Barriers
07212	Board Insulation
07465	Performed Metal Cladding/Siding
07610	Sheet Metal Roofing
07620	Sheet Metal Flashing and Trim
07840	Fire Stopping
07900	Joint Sealers
DIVISION 08	DOORS AND WINDOWS
08111	Steel Doors and Frames
08710	Door Hardware
DIVISION 09	FINISHES
09900	Painting
09905	Process Painting and Coating Systems
DIVISION 11	EQUIPMENT
11005	General Process Revisions
11020	Process Equipment Installation
11035	Process Motors Less than 150kW
11300	Process Pumps – General Requirements
11311	Vertical In-Line Pumps
11321	Sample Pump/Holding Tank Equipment
11361	Fire Pumping Equipment
11910	Identification
DIVISION 15	MECHANICAL
15010	General Mechanical Provisions
15015	Documentation
15020	Commissioning
15030	Testing
15050	Process Piping
15051	Process Pipe Joints and Equipment Connections

TABLE OF CONTENTS

Section No.	Description
15055	Detailed Process Piping Specification Sheets
15056	Process Pipeline Appurtenances
15058	Process Pipe Hangers and Supports
15059	Process Piping and Equipment Insulation
15075	Mechanical Identification
15080	Supports, Anchors and Seals
15100	Process Valves
15105	Detailed Process Valve Specification Sheets
15106	Pipe and Pipe Fittings
15110	Valves and Strainers
15116	Glycol Specialties
15130	Tanks
15140	Heat Exchangers
15170	Diesel Fuel System
15200	Piping Insulation
15210	Duct and Breeching Insulation
15300	Pumps
15410	Plumbing General
15420	Plumbing Fixtures and Trim
15510	Fire Extinguishers
15600	Cast Iron Boilers
15650	Terminal Heat Transfer Units
15750	Coils
15800	Fan Coil Units
15820	Fans
15830	Ductwork
15835	Duct Accessories
15860	Breeching and Chimneys
15865	Air Filters
15900	Controls
15999	List of Schedules

TABLE OF CONTENTS

Section No.	Description
DIVISION 16	ELECTRICAL
16010	Electrical General Requirements
16111	Conduits, Conduit Fastenings and Conduit Fittings
16122	Wires and Cables 0 – 1000V
16131	Slitters, Junction Boxes Pull Boxes and Cabinets
16132	Outlet Boxes, Conduit Boxes and Fittings
16141	Wiring Devices
16191	Fastenings and Supports
16401	Overhead Service
16421	Service Entrance Board
16440	Disconnect Switches Fused and Non-Fused Up To 600 V – Primary
16461	Dry Type Transformers Up To 600 V Primary
16471	Panelboards – Breaker Type
16480	Power Surge Protectors
16500	General Provisions For Interior Lighting
16519	Exit Lights
16536	Unit Equipment For Emergency Lighting
16592	Lighting Control Equipment - Photoelectric
16622	Power Generation – Diesel
16623	Diesel Generator Accessories
16627	Automatic Load Transfer Equipment
16721	Fire Alarm Systems
16724	Security System
16742	Incoming Telephone Service
16755	Data and Voice Systems
16811	Motor Starters to 600 V & Variable Frequency Drives
16820	Motor Control Centre
16950	Connections to Mechanical Equipment
16960	Starting of Electrical Equipment and System
16980	Testing, Adjusting and Balancing of Electrical Equipment and Systems
16990	Electrical Equipment and Systems Demonstration and Instruction

TABLE OF CONTENTS

Section No.	Description
DIVISION 17	INSTRUMENTATION AND CONTROLS
17010	Instrumentation and Control General Requirements
17015	Scope of Work
17110	Enclosures
17124	Instrumentation Cable
17130	Power Supplies
17211	Process Taps and Primary Elements
17212	Transmitters and Indicators
17274	Panel Instruments
17500	PLC Equipment
17550	Control Philosophy
17600	PLC I/O List
17700	Instrument Index
17701	Instrument Specification Sheets
17704	Instrument Standard Details

CITY OF IQALUIT

**TENDER DOCUMENTS
FOR
PLATEAU BOOSTER STATION
PROJECT NO. 83700**

TABLE OF CONTENTS

Page 1 of 1

	No. of Pages
INSTRUCTIONS TO TENDERERS	10
TENDER FORM	28
Tender Form	
Appendix A - Consent of Surety	
Appendix B - Subcontractors	
Appendix C - Equipment	
Appendix D - Product Suppliers	
Appendix E - Labour and Equipment Rates	
Appendix F - Unit Prices	
Appendix G - Alternatives and Options	
Appendix G-1 - City Requested Alternatives	
Appendix G-2 - Tenderer Proposed Options	
Appendix H - Separate Prices	
Appendix I - Schedule of Prices	
Appendix J - Nunavummi Nangminiqagtunik Ikajuuti (NNI Policy Forms)	
Appendix J-1 - General Contractors & Sub-Contractors Dollar Amount	
Appendix J-2 - Substantiation of Bid Adjustment	
Appendix K – Contractor's Obligation to Provide Inuit Content	
NNI POLICY and NNI POLICY APPEALS PROCESS	23
ARTICLES OF AGREEMENT	4
GENERAL CONDITIONS	47

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 21st 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 a new potable water booster station for the Upper Plateau Subdivision in Iqaluit, Nunavut. This generally includes, but is not limited to the following:
- 1.2.1 Pumphouse building complete with concrete floor, metal cladding and roofing, and 3 separate rooms.
 - 1.2.2 Supply and installation of variable frequency drives, one diesel drive ULC listed fire pump, recirculation pumps, shell & tube heat exchanger and standby generator.
 - 1.2.3 Supply and installation of all related equipment, piping, and pumps.
 - 1.2.4 Boilers, HVAC and piping.
 - 1.2.5 Associated Mechanical, Electrical and Instrumentation/control work.
 - 1.2.6 Associated structural and architectural work.
 - 1.2.7 Associated civil and site works.
 - 1.2.8 Transportation to Site and Installation of above.
- herein referred to as the "Work", located east of the intersection of Apex Road and Saputi Drive, 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.

INSTRUCTIONS TO TENDERERS

- 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.
- 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.

INSTRUCTIONS TO TENDERERS

- 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.
- 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.

INSTRUCTIONS TO TENDERERS

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 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.

INSTRUCTIONS TO TENDERERS

- 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, 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.

INSTRUCTIONS TO 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.

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.

INSTRUCTIONS TO TENDERERS

IT.15 Site Examination

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

Date: Not Used

Place: Not Used

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 Nangminiaqtunik 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.

INSTRUCTIONS TO TENDERERS

- 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".
- 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.

INSTRUCTIONS TO TENDERERS

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
