



LETHBRIDGE COUNTY

INVITATIONAL TENDER
FOR
AIRPORT ABOVE GROUND FUEL STORAGE SYSTEM
CONTRACT NO. 15-AFT-003

Lethbridge County invites qualified Tenderers for the Airport Above Ground Fuel Storage System which will be comprised of the design, supply and installation of one 30,000 L Double Wall Steel Tank with skid (70/30 split) Above Ground Fuel Storage Tank and all associated piping, equipment, power / Communications, kiosk, grounding, all power and communications cables, connections, terminations, inspections, testing and commissioning. Prices are to include the design, manufacture, delivery, testing, inspections, and commissioning of the tank and all related systems (communications, electrical, mechanical)

The quotation for “**Schedule A**” to be submitted in a sealed envelope, **no later than 2:00 p.m., September 22nd, 2017, to the Lethbridge County Administration Office** at the following address:

Lethbridge County
#100, 905 - 4th Avenue South
Lethbridge, Alberta
T1J 4E4

Lethbridge County will normally award contracts to the lowest competent Bidder meeting the required specifications. However, the County retains the right to reject any or all Tenders and to take into consideration past performance of bidders on similar contracts, both in and out of Lethbridge County and such other factors the County considers relevant including timing of services to be paid.

NOTICE TO BIDDERS

For information regarding this project, you may contact:

Lethbridge County
Lawrence Canning, Airport Operations Manager
219 – 417 Stubb Ross Rd, Lethbridge, Alberta, T1K 7N3
Telephone: (403) 329-4474
Fax: (403) 329-8736

Table of Contents

GENERAL SPECIFICATIONS 1.0 1
GENERAL SPECIFICATIONS 2.0 7
SPECIAL PROVISIONS 9
REFERENCE DRAWINGS 11
SCHEDULE "A" 11

GENERAL SPECIFICATIONS 1.0

1.1 DEFINITIONS AND INTERPRETATION

In these specifications, unless the context requires a contrary meaning:

1.2 BIDDER

A “Bidder” shall mean any individual, partnership, or corporation submitting a tender for the work contemplated, acting directly or through a duly authorized representative.

1.3 CONTRACT

A “Contract” shall mean the written agreement covering the performance of the work and the furnishing of labour, equipment, and material in the construction of the work, and shall include without limiting the generality of foregoing, the Tender, Contract form, Contract bonds, Plans, Specifications, special provisions and all supplemental agreements required to complete the work.

1.4 CONTRACTOR

A “Contractor” shall mean the person agreeing to perform the work set out in the Contract.

1.5 COUNTY

A “County” shall mean Lethbridge County.

1.6 PROJECT MANAGER

A “Project Manager” shall mean the person holding the position or acting in the capacity of the Manager or the Director of Corporate Services and includes a person authorized by him to perform on his behalf, any of his functions under the contract.

1.7 MANAGER

A “Manager” shall mean the person holding the position of “County Manager” in Lethbridge County, or his authorized representative.

1.8 WORK

A “Work” shall mean all or any part of the work to be performed under the Contract, whether complete or incomplete, as originally set forth or as revised by the Manager, and any or all of the equipment, material and labour supplied by or for the Contractor.

1.9 IMPLIED PROVISIONS

In the Contract:

- a) Words importing male persons include female persons and corporations.
- b) Words in the singular include the plural and words in the plural include the singular.
- c) The applicable law shall be the law of the Province of Alberta.
- d) Time shall be of the essence; and
- e) Headings and subheadings are not substantive and are inserted for convenience of reference only.

1.10 BID SECURITY

Bids must be accompanied by a bid bond or a certified cheque in the amount of ten percent (10%) of the total Tender price.

1.11 SAFETY PREQUALIFICATION

Contracts will only be awarded to Bidders who, prior to the time fixed for receiving tenders, have achieved or have initiated the process to obtain accreditation/recognition in a Safety Certification Program which is relevant to their industry and which is recognized by **Alberta Labour Occupational Health and Safety (Certificate of Recognition)**.

Bidders will submit a copy of their current Certificate of Recognition. Lethbridge County will verify the Bidder's compliance with this requirement through the Alberta Construction Safety Association.

It is the bidder's responsibility to ensure his registration in the program is properly documented with the Alberta Construction Safety Association.

For the purpose of this contract, the contractor shall be designated the Prime Contractor as defined under **Section A of the Special Provisions**.

1.12 QUOTATIONS

The quotation must be submitted on the forms provided and must include the name and address of the bidder. The quotation will be rejected if the form is altered, or contains conditional or alternative bids, incomplete bids or other irregularities.

The right to reject any or all quotations is reserved by the Project Manager, Lethbridge County will normally award contracts to the lowest competent Bidder meeting the required specifications. However, the County retains the right to reject any or all Tenders and to take into consideration past performance of bidders on similar contracts, both in and out of Lethbridge County and such other factors the County considers relevant including timing of services to be paid.

Only one quotation from a bidder will be considered. Reasonable grounds for believing that any bidder is interested in more than one quotation may cause the rejection of all quotations in which the bidder is involved. Any or all quotations will be rejected if there is reason to believe that collusion exists among the bidders, and none of the participants in such collusion will be considered in future requests for quotations.

1.13 QUANTITIES

The quantities given are approximate only, and are used to compare bids. Final payment will be made only for the actual quantities of work performed in accordance with the Agreement as determined by measurements made by the Project Manager. For budgeting purposes, the County reserves the right to modify the contract quantities.

1.14 EXAMINATION OF WORK

It is agreed that submission of a quotation will be conclusive evidence that the bidder has examined the Plans, Conditions and Special Provisions and has investigated every condition affecting the work. In the event of discrepancies, the Hierarchy of Documents will be in order of Special Provisions, Plans and General Conditions.

1.15 DEFAULT

A successful bidder who:

- (i) Fails to begin the Work under the Contract within the time specified; or;
- (ii) In the opinion of the Project Manager performs the Work unsuitably; or;
- (iii) Discontinues the prosecution of the Work; or;
- (iv) Fails to promptly pay his creditors for labour, services, equipment, supplies and materials used or reasonably required for use in the Work; or;
- (v) Fails to promptly repair any defect or failure discovered in the Work within the warranty period;

Shall be deemed to be in default of the Contract.

All costs incurred by the County as a result of the default, including the cost of completing the Work and repairing any defect or failure, will be deducted from any money due or which may become due to the Contractor. If the costs incurred by the County exceed the sum which would have been payable under the Contract, then the Contractor, and Surety, shall be liable and shall pay to the County the amount of the excess up to the specified amount of the security.

1.16 INSURANCE AND HOLD HARMLESS

The successful bidder shall, at his own expense and without limiting his liabilities herein, insure his operations under a contract of either Comprehensive or Commercial General Liability for work performed on an Airport, with an Insurer licensed in Alberta, in an amount not less than \$1,000,000 inclusive per occurrence, (annual general aggregate, if any, not less than \$2,000,000) insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, products and completed operations liability, and employees as additional insured's.

The successful bidder shall maintain automobile liability on all vehicles owned, operated or licensed in the name of the successful bidder in an amount not less than \$1,000,000. **The successful bidder shall name Lethbridge County as additionally insured on their insurance policies.**

The successful bidder shall provide the Project Manager with an acceptable **Certificate of Insurance** as evidence of all required insurance.

The successful bidder shall indemnify and hold harmless the County, its employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the successful bidder, his employees or agents, in the performance by the successful bidder of this Agreement.

Such indemnification shall survive termination of this Agreement.

The County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the successful bidder, his employees or agents in the performance of this Agreement.

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work. The Contractor shall give all necessary notices, pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

1.17 WORKERS' COMPENSATION

The successful bidder will, at his own expense, provide and maintain Workers' Compensation coverage for himself and all his employees during the term of this Agreement. The successful bidder must provide proof satisfactory to the Project Manager of **Workers' Compensation** coverage prior to commencement of Work.

1.18 SUBCONTRACTS AND ASSIGNMENTS

The successful bidder shall not subcontract or assign any portion of the work without the prior written consent of the Project Manager.

1.19 PAYMENT

The County will make monthly progress payments to the Contractor based on invoices submitted by the successful bidder. The successful bidder may submit his invoices for work completed up to and including the 15th day of each month or at the completion of the work.

Invoices shall include the following:

- Contract number and description
- Location and description of work performed
- Letter of clearance from the Workers' Compensation Board pursuant to section 1.2.3 of the Worker's Compensation Act
- Invoice must be under the same name the successful bidder submitted his quotation under.

1.20 UTILITY INSTALLATIONS

The successful bidder shall assume full responsibility for safeguarding all existing and relocated utility installations during the progress of the Work.

The successful bidder shall be responsible to ensure that all utility installations are located and clearly marked on the ground before commencing his construction operations. The successful bidder shall be responsible for contacting all affected utility owners or operators and shall provide at least 48 hours' notice in advance of commencing his construction operations to determine the existence and location of all utility installations and will be the Prime Contractor for the work.

1.21 SAFETY

The successful bidder shall familiarize himself, his staff with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required.

The Contractor acknowledges its responsibility either as a contractor, an employer, or worker as defined in the Occupational Health and Safety Act, and that it will, as a condition of this agreement, comply with Occupational Health and Safety Act and the regulations thereof.

1.22 SUSPENSION OF WORK

The Project Manager shall have the authority to suspend the Work, in whole or in part, for such period as he may deem necessary, due to conditions that he considers unfavorable for the prosecution

of the Work or due to the failure of the Contractor to comply with any provision of the Contract. Upon receipt of the notice to suspend work, the Contractor shall immediately suspend those operations as are specified. No such suspension shall vitiate or void the Contract, or any part thereof, or any security or obligation for the performance thereof, or relieve the Contractor of any other responsibility under the terms of the Contract including the preservation and care of the site and Material. The Contractor shall not have nor make any claim or demand, nor bring any action or suit or petition against Lethbridge County or their officers, servants or agents for any damage which the Contractor may sustain by reason of any suspension.

1.23 EXTRA WORK

Extra work shall include work not specified in the Contract or of a class not included in the Contract tender. Extra work ordered by the Project Manager in writing shall be done by the Contractor. Extra work will not be paid for unless the Contractor receives a written order for it from the Project Manager. Authorized extra work will be paid for as stated in the unit prices in the Contract. If, in the opinion of the Project Manager there is no applicable contract unit price, then all labour equipment and material must be approved by the Project Manager prior to any work being done, and paid for at an agreed unit price amount between the Contractor and Lethbridge County.

1.24 WARRANTY

The warranty period for this project shall be for one (1) year, commencing on the day the Construction Completion Certificate is issued by the County. Before the warranty period expires, County personnel will conduct a final inspection and if any deficiencies are noted, the County will notify the contractor. Any deficiencies noted by the County must be corrected to the satisfaction of the Director of Corporate Services before the Final Acceptance Certificate is issued and final payment to the contractor is released.

1.25 ACCOMMODATION OF AIRPORT OPERATIONS

1.25.1 General

- a) The Contractor shall abide by all conditions set forth by the Lethbridge Airport to ensure minimal disruptions to Airport Operations.
Equipment and stockpiled materials shall be restricted to areas of construction as designated by the Lethbridge Airport.
- b) The Contractor shall provide the Airport Operations Manager with key staff members contact numbers and the names and phone numbers for persons that can be reached at **all times** during construction.

GENERAL SPECIFICATIONS 2.0

The description of work covers the Removal of the existing Underground Fuel Tanks as well as the supply and installation of an Above Ground Fuel Storage System and all applicable hardware for the installation and any other items applicable and must be in accordance with the following:

2.1 GENERAL

This specification applies to Fuel Tank contracts that require the Contractor to supply and install Above Ground Fuel Storage System materials.

2.2 REFERENCES

ASTM – American Society for Testing Materials International

CSA – Canadian Standards Association

2.3 MATERIALS

The Contractor shall choose the Fuel Storage materials to be supplied from the specification in the special provisions or specification amendments. The Contractor shall be responsible for ensuring that the quality of the Fuel Tank material meets the requirements specified. All Fuel Storage materials shall be new, unless otherwise specified in the contract documents.

The Contractor shall advise the County of any change in Fuel Storage materials.

The Contractor shall provide the County with the following information prior to commencing the Work:

- Names and mailing addresses of the suppliers and manufacturers;
- Materials to be supplied;
- Written confirmation from the manufacturer that the materials to be supplied meet all specified requirements.

The Contractor shall verify that all materials delivered and used in the Work are the type ordered.

2.3.1 Above Ground Fuel System Construction

One 30,000 L double wall tank with skid (70/30 split) with bottom fill

Two ¾ HP STP Pumps, Fillrite meter, Hoses & Nozzles

Ten cement barriers (inland blocks) and placement

Soil Samples and Closure Report

Excavation

Fill Material
Tank Destruction and Disposal
Asphalt Patch (based on approx 1000 sq ft)
Removal of one 5000L Gas and one 25000L Diesel Tanks

2.3.2 Miscellaneous Fittings and Hardware

Miscellaneous steel fittings and hardware for use with the Above Ground Fuel Storage System shall be of commercial grade or better quality.

2.3.3 Concrete

Concrete mixes and materials shall be in accordance with CSA A23.1/A23.2 Portland Cement with a minimum compressive strength of 25 MPa at 28 days.

2.3.4 Dust Control

If required, as deemed necessary by the Project Manager or Airport Manager, dust control shall be achieved through the application of water within the project limits during periods of construction or as indicated by the Project Manager or Airport Manager. There will be no separate payment for this item and shall be considered incidental to the work. Only water will be considered an acceptable form of dust control.

2.4 INSTALLATION

2.5 TOUCH UP AND CLEANING

The contractor shall leave the work area clean and tidy at the end of each day. Final clean up upon completion shall include all surplus material, rubbish, tools and equipment.

SPECIAL PROVISIONS
AIRPORT ABOVE GROUND FUEL STORAGE SYSTEM
CONTRACT NO. 15-AFT-003

A. PRIME CONTRACTOR

For the purposes of this Contract, the **Contractor** shall assume the responsibility of Prime Contractor as defined in:

Section 3(1) of the Occupational Health and Safety Act

Revised Statutes of Alberta 2000, Chapter 0-2 with amendments in force as of December 4, 2002 not including unproclaimed amendments.

As Prime Contractor, the Contractor shall:

- a) Ensure that the Health and Safety Regulations are complied with at the work site;
- b) develop and implement a system to ensure compliance;
- c) monitor to ensure system is achieving desired results; and
- d) fulfill responsibilities as the prime contractor

The County will comply with the Contractors safety requirements.

Safety Meetings

Prior to commencement of the Work, a pre-construction meeting will be conducted on site with the County. The Contractor shall ensure that the project supervisor or a designated safety representative is present.

While the Work is in progress, the Contractor must conduct safety meetings prior to the commencement of Work on each major work phase or weekly or whichever occurs first. The Project Manager from the County shall be invited to attend. Records of the safety meeting minutes will be provided to the County as soon as possible after the meetings.

Worksite Hazards

The Contractor has the responsibility to identify the worksite hazards and shall develop operational occupational safety policies, procedures and plans which are specific to the Work to ensure the safety of every individual at the construction site. When requested by the Project Manager, the Contractor shall provide copies of these safety policies, procedures and plans prior to the commencement of the Work.

The Project Manager may suspend work when there is a case of imminent danger or if the Contractor fails to comply with safety orders issued or fails to rectify previously identified hazards. The Project Manager's interpretation of the worksite hazard shall be considered final in all cases.

Accident Investigations

In the event of a serious injury and or incident as defined by Occupational Health and Safety regulations, involving employees of the Contractor, the Contractor and the Prime Contractor shall conduct an accident\incident investigation in accordance with **Section 18** of the Occupational Health and Safety Act.

B. COMMENCEMENT AND COMPLETION DATES

The successful bidder shall complete all work that is associated with this project by Nov **21st, 2017**.

C. REMOVE AND DISPOSE OF EXISTING UNDERGROUND FUEL TANK STORAGE SYSTEM

The contractor shall remove and dispose of the existing underground fuel storage system. The contractor shall ensure all materials are removed and disposed of at an appropriate location and shall assume ownership of materials.

- removal and disposal of concrete and asphalt
- removal and stockpile of overburden
- hydro vac remaining product and sludge removal
- safe environmental disposal of waste
- removal of 2 UST approx 5000L and 25000L and existing underground lines
- all environmental sampling
- lab analysis
- trucking of UST'S and assoc piping
- back fill material
- compaction and testing
- all additional assoc labor
- rental equipment
- safety fencing
- asphalt replacement aprox 1200 sq ft x 4 inches as related to tank location(seasonal availability)
- concrete replacement approx. 1000 sq ftx 8 inches as related to exist pump area
- completion of PTMAA submittals

D. SIGNAGE

REFERENCE DRAWINGS



SCHEDULE "A"
LETHBRIDGE COUNTY

**AIRPORT ABOVE GROUND FUEL STORAGE SYSTEM
CONTRACT NO. 15-AFT-003
FORM OF QUOTATION**

AIRPORT ABOVE GROUND FUEL STORAGE SYSTEM – 2017

SCHEDULE OF QUANTITIES

ITEM	DESCRIPTION	QUANTITY	2017 UNIT PRICE	TOTAL
1	30,000 L 70/30 split Above Ground Fuel Storage System, controls/monitoring equipment	1		
2	Install New Floodlight and pole and fixtures at Fueling Area			
3	Testing and Commissioning			
4	Remove and Dispose Existing Underground Fuel Tank			

SUB-TOTAL \$ _____

GOODS AND SERVICES TAX (5% OF SUB-TOTAL) \$ _____

TOTAL TENDERING PRICE
Airport Above Ground Fuel Storage System \$ _____

GOODS AND SERVICES TAX REGISTRATION NUMBER _____

PROPOSED COMPLETION DATE _____

Company Seal & Signature

OWNER AND CONTRACTOR AGREEMENT

This agreement made on the _____ day of _____ in the year 2017

By and between Lethbridge County Hereinafter called the "Owner"

and _____

Hereinafter called the "Contractor" witnesses that the parties agree as follows:

Article A-1 THE WORK

The Contractor shall:

- a) Perform the Work as described in the Tender Documents (Contract 15-AFT-003) prepared by Lethbridge County and
- b) Duly fulfill everything as indicated by this Agreement, and
- c) Attain Final Acceptance of the Work, as approved by the Director of Corporate Services of Lethbridge County, by the **21st day of November, 2017.**

Article A-2 PAYMENT

- a) The Owner shall remunerate the Contractor for the performance of the Contract, the amounts to be determined by actual measured quantities of work items contained in the Schedule of Contract Unit Prices as found in the Special Provisions of the Tender Document, and;
- b) Upon Final Acceptance of Work, as approved by the Director of Corporate Services of Lethbridge County, pay to the Contractor the monies then due.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officer's thereunto duly authorized. Lethbridge County reserves the right to modify the contract quantities and will make payment only on actual measured quantities.

SIGNED, SEALED AND DELIVERED

In the presence of:

OWNER

Lethbridge County

Signature

Print name and title

Witness

Print name and title

CONTRACTOR

Signature & Company Seal

Print name and title

Witness

Print name and title