



COUNTY OF ST. PAUL NO. 19

TENDER SUBMISSIONS

FOR THE

MALLAIG AND ASHMONT FIRE HALLS

JANUARY 2013

FIRE HALLS FOR THE COUNTY OF ST. PAUL NO. 19

FIRE HALL AT MALLAIG, Alberta FIRE HALL AT ASHMONT, Alberta

Bid Closing Date: 2:00 p.m. Local Time - JANUARY 24, 2013

Site Visit: Recommended (see Item 18 - Instruction to Bidders)

Owner :

County of St. Paul No. 19
5015 – 49 Avenue
St. Paul, AB T0A 3A4
Phone: 780-645-3301
Fax: 780-645-3104

Consultants:

Architectural

Albert Graphics
Box 6847
Bonnyville, AB T9N 2H3
Phone: 780-826-6975

Marc Bois Architect
11B St. Vital Avenue
St. Albert, AB T8N 1K4
Phone: 780-920-2171

Structural

Reinhart Engineering Services Ltd.
Box 7128
Bonnyville, AB T9N 2H5
Phone: 780-826-3842

Mechanical & Electrical

TWS Engineering Ltd.
9918 - 75 Avenue
Edmonton, AB T6E 1J2
Phone: 780-468-5477

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- E7 ELECTRICAL SPECIFICATIONS

1. SUMMARY:

- .1 The intent of this Tender call is to solicit and receive formal offers to perform the following work and construct the following project.

FIRE HALLS FOR THE COUNTY OF ST. PAUL, AS DESCRIBED IN THE LIST OF DRAWINGS located at:

**One (1) FIRE HALL located at Mallaig, Alberta: Lot 2 Block 1 Plan 112 5214 and
One (1) FIRE HALL located at Ashmont, Alberta: Lot B Plan 668HW**

- .2 The Owner is: **THE COUNTY OF ST. PAUL NO. 19**
5015 - 49 Avenue
St. Paul, Alberta T0A 3A4
- .3 Perform the work in time stated by the Contractor in the CCDC-10 1994 Bid Documents.

2. TENDER SUBMISSION:

- .1 **Tenders will be received on behalf of the owner up to 2:00 p.m. local time on:**
Date: January 24, 2013
Tenders Received By: The County of St., Paul No. 19
Address: 5015 - 49 Avenue
St. Paul, Alberta T0A 3A4
Telephone number: 780-645-3301
- .2 Submit Tenders on forms and in addressed sealed envelopes.
- .3 Oral, telephoned, telegram, or electronically transmitted Tenders will not be accepted nor considered.
- .4 Paragraph 2.1 states the time up to which Tenders will be received. The owner may, by public notice or by addendum, extend the time for the receiving of Tenders.

3. INVITATION TO BID: Not used

4. BASIS OF TENDERING - STIPIULATED PRICE:

- .1 Tenders shall be based on a Stipulated Price Arrangement.

5. DEFINITIONS:

- .1 Contract Documents: Defined in CCDC2, 1994 Edition
- .2 Bid Documents: Defined in Contract Documents supplemented with Instructions to Bidders,
Bid Form, Bid Securities, and Bid Supplementary Forms defined herein.
- .3 Bid Offer, or Bidding: Act of submitting an offer under seal.
- .4 Bid Price: Monetary sum identified by Bid Form.

6. TENDER FORM:

- .1 Fill-in all blanks in Tender Form and sign in accordance with the following requirements:
 - .1 Limited Company: Full name of company and name(s) and status of authorized signing officer(s) shall be printed or typed in space provided. Authorized signing officer(s) shall sign, Signing shall be done in the presence of a witness who shall also sign, or in the absence of a witness, the corporate seal shall be affixed.
 - .2 Partnership: Firm name and name(s) of the person(s) signing shall be printed or typed in the space provided. One or more of the partners shall sign in the presence of a witness who shall also sign.
 - .3 Sole Proprietorship: Business name and name of sole proprietor shall be printed or typed in space provided. The sole proprietor shall sign in the presence of a witness who shall also sign.
- .2 Complete Tender Form in its entirety. Any items omitted or illegible, any alterations to the text, or any conditions added on or submitted with the Tender Form, may cause the Tender to be declared invalid and rejected
- .3 Enclose Tender Form in pre-addressed envelope. Indicate name of Bidder on envelope. Seal envelope and deliver to address specified in 2.1.

7. LIST OF SUBCONTRACTORS AND COST BREAKDOWN:

- .1 Prepare and submit a list of Subcontractors and Cost Breakdown. Enter the names of Subcontractors and Sub-subcontractors and corresponding costs. Seal documents in envelope and submit along with Tender or within 24 hours of Tender closing.

8. PRODUCT LIST:

- .1 Submit names of products and product manufacturers for item of work identified.

9. TENDER MODIFICATIONS:

- .1 Tenders submitted in accordance with these Instructions To Bidders may be modified providing the modifications is received in the form specified below at the office indicated in 2.1 prior to the time and date fixed for receiving Tenders.
- .2 Modifications to Tenders will be accepted in the following forms only:
 - .1 Letter, signed by the same authorized representative who signed the Tender Form.
 - .2 Fax or email of a letter by the same authorized representative who signed the Tender Form and received at the address indicated in 2.1.

10. TENDER WITHDRAWAL AND ACCEPTANCE:

- .1 A Tender may be withdrawn at any time prior to the time and date fixed for receiving Tenders, but only on a request in writing, signed by the Bidder.
- .2 Withdrawn Tenders may be resubmitted in accordance with these Instructions to Bidders providing the resubmitted Tender is received at the office indicated in 2.1 prior to the time and date fixed for receiving tenders.
- .3 A Tender may not be withdrawn at or after the time and date fixed for receiving Tenders and shall be open to acceptance by the owner, (1) until some other person has entered into a Contract with the owner for performance of the work, or (2) until 45 days after the time and date fixed for receiving Tenders, whichever occurs first.
- .4 The 45 day period referred to above shall commence at 12 o'clock midnight of the day fixed for receiving Tenders and shall terminate at 12 o'clock midnight of the 45th day thereafter. If the 45th day falls on a statutory holiday, such day or days shall be omitted from the computation.
- .5 The lowest or any Tender will not necessarily be accepted and the Owner reserves the right to reject any and all Tenders.

11. NOTIFICATION OF INTENT NOT TO SUBMIT TENDER:

- .1 Prospective Bidders who have received Tender Documents from the office indicated in 2.1 but do not intend to submit a Tender, shall notify the office indicated in 2.1 accordingly, no later than 24 hours prior to the time and date fixed for receiving Tenders.

12. OWNERS RIGHTS AND PRIVILEGES:

- .1 Policy

The County of St. Paul No. 19 wishes to obtain the Tender which the County, in its unfettered discretion, deems to be the most suitable and most advantageous to the County. Notwithstanding anything else contained within the Tender documents, the Municipality reserves the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which:

- a. is incomplete, obscure, irregular or unrealistic;
- b. is non-compliant or conditional;
- c. has erasures or corrections;
- d. omits a price on any one or more items in the Tender;
- e. fails to complete the information required in the Tender, or
- f. is accompanied by an insufficient certified cheque, or irrevocable letter of credit or by a Bid Bond in an unsatisfactory form, may at the Municipality's sole and unfettered discretion be rejected or accepted.

Further, without limiting the foregoing, a Tender may be rejected or accepted on the basis of the following:

- a. the Municipality's unfettered assessment as to the tenderer's past work performance for the Municipality or for anyone else.
- b. tenderer's previous or current business or professional relationship with the Municipality,
- c. tenderer's financial capabilities,
- d. tenderer's ability to perform the work,
- e. tenderer's ability to complete the work on schedule or without delay or interference,
- f. tenderer's equipment.
- g. tenderer's sub-contractors.
- h. the character, integrity, reputation, judgment and experience of the tenderer.
- i. tenderer's ability to provide maintenance or warranty work, and its history or reputation regarding the same,
- j. tenderer's propensity for litigation or other forms of dispute,
- k. or a tenderer's history related to resolving disputes.

In no circumstances shall the Municipality be required to disclose to the Tenderers, the Municipality's reasoning or explanation behind its decision to either award a Tender or to reject all Tenders.

The Municipality reserves the right after closing time to seek clarification or to ask for additional information from one or more Tenderers and reserves the right to negotiate after closing time with the Tenderer that the Municipality deems has provided the most advantageous Tender. In no event will the Municipality be required to seek clarification or to ask for additional information from all Tenderers or to offer any modified terms to other than the most advantageous Tenderer prior to entering into a Contract with the successful Tenderer. The Municipality shall incur no liability to any other Tenderers as a result of such discussion, negotiation or modification.

In addition to the foregoing, each Tenderer, by submitting a Tender, agrees that it will not claim damages in any court proceeding or other dispute resolution forum in respect of any aspect of the tender process, including but not limited to representations made or purported to be made at any time before, during or after the tender process, or anything arising during the contract negotiation phase, in excess of an amount equivalent to the reasonable costs incurred by the Tenderer in preparing its Tender, and each Tenderer, by submitting a Tender, specifically waives any claim for loss of profits if no agreement is entered into with the Tenderer.

- 1.1 Discrepancies between words and figures will be resolved in favour of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favour of the correct sum.

13. TENDER OPENING:

- .1 Tenders will be opened in public at the time and place fixed for receiving tenders. The amount of each tender will then and there be made known.

14. BIDDER'S QUALIFICATIONS:

- .1 The owner may, during tender period or other tender submission, require any Bidder to demonstrate qualifications by submitting:
 - .1 Written evidence of Bidder's qualifications to do business in the Province of Alberta in accordance with the laws of the Province of Alberta, or a covenant to obtain such qualifications prior to contract award.
 - .2 Written evidence of qualifications to perform the work, in the form of a completed Canadian Standard Form of Contractors Qualification Statement, CCA Document No. 11 and such other data as the owner may require.
 - .3 Written evidence of satisfactory past safety performance and competency of workers.

15. AVAILABILITY OF TENDER DOCUMENTS:

- .1 Tender Documents are available to prime Bidders at Albert Graphics, Phone 780- 826-6975.

16. RETURN OF TENDER DOCUMENTS:

- .1 Hard copy Tender Documents shall be returned to the address specified in item 2.1.

17. FEDERAL GOODS AND SERVICES TAX EXCLUDED:

- .1 Bidders shall NOT include in their Tender prices, any amount for the Federal Goods and Services Tax.

18. SITE VISIT:

- .1 Bidders shall visit site and become fully conversant with conditions which will be met in performing work of the Contract.
- .2 Claims for extra payment and extensions to Contract Time will not be considered in respect to conditions which could have been ascertained by an inspection of the site prior to close of Tenders.
- .3 To arrange for access to and inspection of site and of existing premises, contact the Name and address as noted in item 2.1.

19. SECURITY:

- .1 Every Tender will contain Bid Security as follows: The Tender Security shall be a Bid Bond in the amount not less than 10% of the Tender and irrevocably valid for a period of forty five (45) days from the date of tender closing and issued in favour of the owner as stated in item 2.1 by a surety company licensed to do business in the Province of Alberta.
- .2 'Bid Bond' shall be on the Canadian Construction Association (CCA) Standard Form.
- .3 Bid Bonds shall be properly executed by both the Bidder and Surety.

- .2 Consent of Security:**
 - .1 Every bidder will submit with Tender and Bid Bond, a 'Consent of Surety,' stating that the Surety, providing the Bid Bond is willing to supply the Performance and Labour and Materials Payment Bonds required.

 - .2 Every bidder will include the cost of Bonds in the Tender Price.

- .3 Contract of Security:**
 - .1 Upon a bidder being awarded the Tender by the Owner, the bidder shall be required to enter into a Contract with the Owner and provide securities for the performance of the Contract. Such securities shall be in the form of a Performance Bond for an amount equal to 50% of the Contract Price, and a Labour and Materials Payment Bond in the amount of 50% of the Contract Price.

- .4 Acceptance and Forfeiture:**
 - .1 If the bidder whose Tender is accepted by the Owner, does not enter into a Contract with the Owner within 15 days after he is notified of being the successful Bidder and/or is unable to provide the bonds for the contract as required by the Articles stipulated herein, the amount of the Bid Bond shall be forfeited to the Owner.

- .5 Tenders Unaccompanied with Tender Security:**
 - .1 Tenders not accompanied by Tender Security **may** be declared informal and **may** be rejected.

- .6 Bid Form Requirements:**

An original copy of CCDC 10-1994 must be used for the execution of this bid. Bidders are reminded that they take full responsibility for copyright infringements if they submit their Bids on photo-copied bid forms. Bidders will:

 - .1 State in the Bid Form, the time required to complete the work. The completion date in the Agreement shall be this completion time added to the commencement date.
 - .2 The Owner requires that work under this Contract be completed as quickly as possible and consideration will be given to completion time when reviewing the submitted bids.

20. APPLICABLE LIEN LEGISLATION:

- .1 The Builder's Lien Act of Alberta applies to this project.
- .2 Claims procedures shall be in accordance with the Builder's Lien Act.

21. PRODUCT OPTIONS AND SUBSTITUTIONS:

.1 Substitutions:

- .1 Where products are specified by a proprietary specification, and substitutions are permitted. Bidders may base their tenders on a named product or manufacturer or on unnamed substitutions, subject to the requirements specified.
- .2 During the tender period, it is the sole responsibility of each Bidder to determine whether a substitution meets the requirements specified.
- .3 Owner will not consider requests for approval of substitutions from Bidders during the Tender period.
- .4 Substitutions will be evaluated and approved or rejected by the Owner after Contract award.

.2 Product Acceptability:

- .1 Notwithstanding requirements to the contrary, Owner shall have the right, after Tender submission and before Contract award, to require any Bidder to submit proof that a product (or products) proposed for use complies with requirements of Tender Documents. Such proof shall be in the form of product data as specified.
- .2 Should Owner determine that a proposed product does not meet requirements of Tender Documents, Bidder in question shall propose a product which, in the Owner's opinion, does meet requirements of Tender Documents, otherwise such Bidder's tender will be declared informal and may be rejected.

22. AGREEMENT:

- .1 The successful Bidder will be required to enter into a formal Agreement with the Owner for performance of the work.

23. DIVISION OF THE WORK:

- .1 Work specified in the Specifications is divided into Divisions and Sections for Reference purposes only. Division of Work among Contractor, Subcontractors, Sub-subcontractors and Suppliers is the Bidder's responsibility. The Owner assumes no responsibility to act as an arbiter to establish subcontract, sub-subcontract, and supplier limits between divisions or sections of work.

24. INTERPRETATION AND MODIFICATION OF TENDER DOCUMENTS:

- .1 Submit questions about the meaning and intent of the Tender Documents to the Owner, at the office identified, interpretations and modifications considered necessary by the Owner in response to questions will be issued by the owner in writing in the form of Addendum.
- .2 Addenda may also be issued by the Owner to modify the Bid Documents as deemed necessary by the Owner.
- .3 Submit questions as early as possible in the Tender period. Owner may not respond to questions received too close to the date of Tender closing to permit issuance of an Addendum.
- .4 Replies to questions, interpretations and modifications made in a manner other than by written Addendum shall not be binding and shall be without legal effect.

25. ADDENDA:

- .1 Addenda issued by the Owner during the Tender period shall be incorporated into the Tender and shall become part of the Tender and Contract Documents.
- .2 Each Bidder shall ascertain prior to Tender submission that it has received all Addenda issued.

26. INQUIRIES:

- .1 Direct inquiries during bidding period to:
ALBERT GRAPHICS – Phone 780-826-6975

END OF SECTION





1. DEFINITIONS:

- .1 Regulatory requirements means laws, ordinances, rules, regulations, orders, codes, and other legally enforceable requirements in effect at the place of work and applicable to the performance of the work.

2. GENERAL:

- .1 Except as otherwise indicated in Contract Documents, Contractor shall:
 - .1 Comply with regulatory requirements and
 - .2 Pay all fees associated therewith which are in force and lawfully payable at date of Tender closing.
- .2 The Owner shall obtain permanent easements and rights of servitude which may be required for performance of the work.

3. CONTRACT DOCUMENTS:

- .1 Contractor shall not be responsible for verifying that Contract Documents comply with regulatory requirements. If Contract Documents are at variance therewith, or changes which require modifications to Contract Documents are made to regulatory requirements, by authorities having jurisdiction, subsequent to date of Tender closing. Contractor shall notify Owner in writing, requesting direction. Immediately such variance or change becomes known to him.
Owner may make changes required to Contract Documents, and any resulting change in Contract Price or Contract Time will be made in accordance with the General Conditions of Contract.
- .2 If Contractor fails to notify Owner in writing and obtain Owner's direction as required in paragraph 3.1 and performs work knowing it to be contrary to regulatory requirements, Contractor shall be responsible for and shall correct violations thereof and shall bear costs, expenses and damages attributable to his failure to comply with provisions of such regulatory requirements.

4. ALBERTA BUILDING CODE:

- .1 Conform to and perform work in accordance with the Alberta Building Code except as otherwise indicated in Contract Documents.

5. PERMITS:

.1 Development Permits:

Owner shall apply for, pay for and obtain development permits if required.

.2 Building Permits: (Permit required for each building)

.1 Contractor shall apply for, obtain and pay for building permits and other permits required for the Work and its various parts.

.2 Contractor shall display the building permit and such permits in a conspicuous location at the work site.

.3 Occupancy Permits: (Permit required for each building)

.1 Occupancy permits (including partial occupancy permits) where required by authority having jurisdiction shall be obtained and paid for by Contractor.

.2 If partial occupancy is required by Contract Documents, Contractor shall comply with requirements of authority having jurisdiction when issuance of partial occupancy permit is necessary.

.3 Where Contract Document deficiencies are required to be corrected in order to obtain occupancy permits, (including partial occupancy permit) the Owner will issue appropriate instructions to correct the work.

.4 Turn occupancy permits over to Owner.

6. NOTICES, LICENSES AND CERTIFICATES:

.1 Contractor shall give required notices which relate to the Work, to the preservation of public health and to construction safety.

.2 Contractor shall obtain and pay for licenses, certificates and approvals required by authorities having jurisdiction and the Contract Documents.

END OF SECTION

1. FROM (Bidder):

(Name)

(Address)

TO: COUNTY OF ST. PAUL NO. 19
5015 - 49 Avenue
St. Paul, Alberta T0A 3A4

PROJECT: FIRE HALL FOR MALLAIG ALBERTA - Lot 2 Block 1 Plan 112 5214
AND
FIRE HALL FOR ASHMONT ALBERTA - Lot B Plan 668HW

- 2. We, the undersigned, having examined and read the Tender Documents for the above noted projects, and having visited the sites and examined all conditions affecting the Work, do hereby tender and agree to carry out the work in Accordance with the Tender Documents, for the stipulated price of:**

_____ Dollars
(Total Price in Words for Both Projects)

(\$ _____)
(Total In Figures)

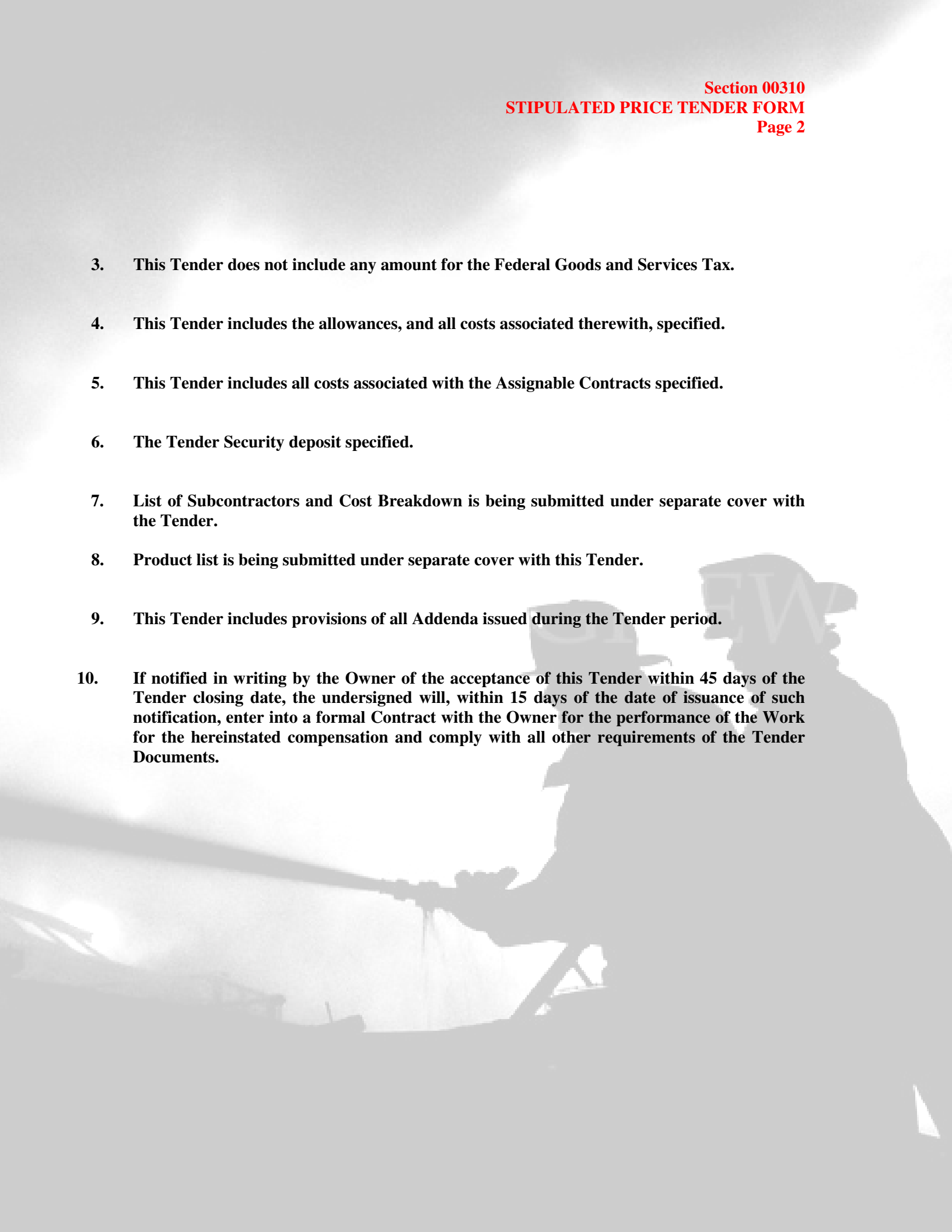
FIRE HALL BREAKDOWN:

MALLAIG FIRE HALL (\$ _____)
(Total In Figures)

ASHMONT FIRE HALL (\$ _____)
(Total In Figures)

2.5 Tenders will include the information set out in the Stipulated Price Tender Form.

(continued)

3. **This Tender does not include any amount for the Federal Goods and Services Tax.**
 4. **This Tender includes the allowances, and all costs associated therewith, specified.**
 5. **This Tender includes all costs associated with the Assignable Contracts specified.**
 6. **The Tender Security deposit specified.**
 7. **List of Subcontractors and Cost Breakdown is being submitted under separate cover with the Tender.**
 8. **Product list is being submitted under separate cover with this Tender.**
 9. **This Tender includes provisions of all Addenda issued during the Tender period.**
 10. **If notified in writing by the Owner of the acceptance of this Tender within 45 days of the Tender closing date, the undersigned will, within 15 days of the date of issuance of such notification, enter into a formal Contract with the Owner for the performance of the Work for the hereinstated compensation and comply with all other requirements of the Tender Documents.**
- 

11. Executed this _____ day of _____ 2012

**NAME AND ADDRESS
OF BIDDER:** _____
(Type or Print) _____

**SIGNATURE OF AUTHORIZED
REPRESENTATIVE:**

**NAME AND STATUS OF PERSON
SIGNING BESIDE: (Type or print)**

WITNESS'S SIGNATURE OR CORPORATE SEAL:

It is understood that, with respect to the Tender Form, should any item be omitted or illegible, should any alteration be made to the text, or should any condition be added on or submitted with the Tender Form, the tender may be declared invalid and rejected by the owner.
