



## **T E N D E R**

**2020 - 083001T**

**Building Demolition – 149 Broad Street, Saint John, NB PID#00000604**

Sealed tenders, hand delivered or couriered, addressed to Monic MacVicar, CCLP, CPPB Supply Chain Management, 1<sup>st</sup> Floor – 175 Rothesay Avenue, Saint John, N.B., E2J 2B4 and marked on the envelope:

### **"TENDER 2020-083001T - Building Demolition – 149 Broad Street, Saint John, NB PID#00000604"**

will be received until 2:30 p.m., Tuesday, November 17<sup>th</sup>, 2020 for the demolition of 149 Broad Street as per the specifications, terms and conditions as specified.

In light of the current Covid-19 pandemic, there will be no public opening. Tender results will be posted to the City's website following the opening.

The lowest or any tender not necessarily accepted.

**Monic MacVicar, CCLP, CPPB  
Procurement Specialist, Supply Chain Management**

*Issued November 6<sup>th</sup>, 2020*

## T E N D E R

### TENDER 2020-083001T - Building Demolition – 149 Broad Street, Saint John, NB PID#00000604

#### SCOPE:

Provide all labour, materials, equipment, accessories, etc. as required for the demolition and removal of the building and discarded items located at 149 Broad Street (PID#00000604) per specifications, terms and conditions.

#### SPECIFICATIONS:

1. Contractor is responsible for the complete demolition and removal of the building including all walls, roof assemblies, floors, wiring, piping, windows, bricks, foundation and any other debris and materials found on the property, etc.
2. Contractor is to have all work completed, the site cleaned up to the satisfaction of the Building Inspector or her representative and the removal of all Contractor's equipment within 30 days of award of the contract.
3. Area is to be graded such that it is reasonably level with the adjacent grade flanking the property. Any significant depression must be filled to grade. Razed area must be graded such that surface water run-off does not impact the adjacent properties. The top 12 inches of required fill shall be clean fill.
4. The Contractor will return when temperatures allow for placement of topsoil and hydro seeding. The City will provide direction as to when the Contractor may return to place topsoil and hydro seed. This is to be completed no later than May 30th, 2021 as per the Building By-Law.
5. For the purpose of the quotation, the price for both the placement of topsoil and hydro seeding will also be listed as a separate, broken-out item. However, it will be the overall price, including returning to place topsoil, hydro seed and abandon services (Item 1), which will be considered when selecting a successful bidder. **The broken out amount for placing topsoil and hydro seeding (Item 2) will not be paid until after placement of topsoil and hydro seeding is complete. Please note that if, for any reason, the Contractor is not required to return to place topsoil and hydro seed, the City will not pay for the associated costs (Item 2).**
6. Any oil tank on site must be removed and disposed of, as per all requirements of Department of Environment, and any other applicable legislation.
7. **The Contractor must not bury any demolition debris in the property.** All materials removed from site are to be disposed of as per the Building Inspector and Department of Environment and Local Government requirements. Dump slips are to be provided to the Growth & Community Services Department. Debris and material disposal must be in accordance with the attached document and as per requirements of the Department of Environment of the Province of New Brunswick.
8. During the demolition of the building if at any point, contamination of the building materials or site is noted, the demolition work is to stop and the Department of Environment of the Province of New Brunswick is to be contacted and the continuation of demolition will not proceed until approval of the Department of Environment has been received.

9. Contractor to cap off sewer and water services at the property line. Please note that any abandonment of services must be inspected by City staff. Contractor will return to abandon sewer and water services at the main when temperatures allow repaving as per the General Specifications. Natural gas lines to be capped as per specifications by gas provider.
10. When abandoning at the main, the water services are to be removed and a straight section of pipe is to be installed at the main (i.e. tee and gate removed). Shutdown of the water main will need to be organized in advance with Saint John Water at a time that is the least disruptive to the area. The sanitary service is to be removed at the main and a straight section of pipe installed with approved couplings. Please note that any abandonment of services must be inspected by City staff. Contractor is to obtain a Street Excavation Permit from the City of Saint John Infrastructure Development Department prior to commencing work to abandon services at the main.
11. For the purpose of the quotation, the price associated with returning to abandon the services at the main will be listed as a separate, broken-out item. However, it will be the overall price, including returning to place topsoil, hydro seed and abandon services (Item 1), which will be considered when selecting a successful bidder. **The broken out amount for returning to abandon services at the main (Item 3) will not be paid until after abandonment at the main is complete. Please note that if, for any reason, the contractor is not required to return to abandon services at the main, the City will not pay for the associated costs (Item 3).**
12. Contractor must abandon any water well on the subject property if applicable. Contractor must adhere to all requirements and regulations as set out by the Province of New Brunswick for decommissioning of water wells.
13. Contractor is to obtain a Demolition Permit from the City of Saint John Growth and Community Services Department prior to commencing work on the site and comply with all conditions, codes, and by-laws.
14. If during the demolition process asbestos is suspected or found in the building, the contractor is to follow WorkSafe NB procedures and any associated costs will be addressed as an extra in consultation with the City. Please refer to A Code for Working with Material Containing Asbestos in New Brunswick referenced in New Brunswick Regulation 92-106 under the Occupational Health and Safety Act (O.C. 92-647).
15. **Photos from a March 2020 internal inspection have been included as an attachment. All bidders are strongly urged to view the photos attached in Appendix A to better understand the interior conditions of the Building.**
16. **A pre-bid site visit will be held on Tuesday, November 10th, 2020 at 10:30AM. All bidders are strongly urged to attend.**

**TERMS AND CONDITIONS:****1. SUBMISSION INSTRUCTIONS**

Sealed tenders, hand delivered or couriered, addressed to Monic MacVicar, CCLP, CPPB, Supply Chain Management, 1<sup>st</sup> Floor – 175 Rothesay Avenue, Saint John, N.B., E2J 2B4 and marked on the envelope:

**"TENDER 2020-083001T -  
BUILDING DEMOLITION – 149 BROAD STREET, SAINT JOHN, NB PID#00000604"**

will be received until 2:30 p.m., November 17<sup>th</sup>, 2020 for the demolition of 149 Broad Street as per specifications and terms and conditions.

Email bids will also be accepted and should be sent to [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca).

**2. TENDER TO BE SUBMITTED ON PRESCRIBED FORM**

Bidders are to submit their tender on the prescribed form contained in this document. Failure to submit on this form may result in the disqualification of the tender.

**3. ENQUIRIES**

Bidders shall promptly examine the bid documents and report any errors, omissions or ambiguities and may direct enquiries or seek additional information in writing by email before the deadline for enquiries to the Authorized Enquiries Contact as set out below. No such communications are to be directed to anyone other than the Authorized Enquiries Contact.

**4. AUTHORIZED ENQUIRIES CONTACT**

Monic MacVicar, CCLP, CPPB  
Supply Chain Management  
City of Saint John  
Email: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)

It is the Bidder's responsibility to seek clarification from the City on any matter it considers unclear. The City shall not be responsible for any misunderstanding on the part of the Bidder concerning this bid document or its process.

The City intends to confirm receipt of a bidder's communication by way of an email or facsimile in reply. If a bidder has not received a reply, the bidder may wish to resend its communication as the lack of reply may have resulted from a technical problem. The City is under no obligation to respond to enquiries or provide additional information but may do so at its sole discretion.

Responses to inquiries may be distributed to all bidders on the invitation list as having received the bid documents as of the date the response is prepared. The source of the question will not be identified in the response. Verbal information shall not be binding upon the City. Inquiries received after the deadline for enquiries will not receive a response.

All inquiries regarding this Tender shall be submitted in writing, before 4:00p.m., local time, on Tuesday, November 10<sup>th</sup>, 2020.



**5. ADDENDA**

Periodically, the City of Saint John is required to issue notification of changes or corrections to a bid document by way of addenda. Normally these notifications will have direct bearing on the cost of a project and will influence the way you bid. Therefore, it is important that the City have assurances that you in-fact received the notification.

Bidders are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)) under the menu option "Tender and Proposals".

Bidders are required to sign and include the all addenda with their bid submission.

Failure to include a copy of all signed addenda with the bid submission, may result in rejection of your bid regardless whether the changes noted in the addendum are included in the bid submission or not.

**6. ADVISORY NOTICE**

Periodically, the City of Saint John is required to issue clarification notices to a bid document in the form of an Advisory Notice. Normally these notifications will not have direct bearing on the cost of a project and will not influence the way you bid.

Bidders are responsible for obtaining all advisory notice(s) issued by the City. Advisory Notice(s) may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)) under the menu option "Tender and Proposals".

Bidders are instructed to sign the Advisory Notice and return it either by fax to (506) 658-4742 or email to [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca) prior to the closing date.

Failure to comply with the instructions on an advisory may result in rejection of your bid.

**7. GOVERNING LAW, TRADE TREATIES AND POLICIES**

This procurement will be in accordance with the laws of the province of New Brunswick and the federal laws of Canada.

This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:

- New Brunswick Procurement Act and Regulation 2014-93
- City of Saint John Policy for the Procurement of Goods, Services and Construction

**8. VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of the owner either before or after execution of the contract shall effect or modify any of the terms or obligations contained in any of the documents comprising the said contract.

**9. SCHEDULE FOR THE BID PROCESS**

Issue Date	<b>Friday, November 6<sup>th</sup>, 2020</b>
Deadline for Enquiries	<b>Tuesday, November 10<sup>th</sup>, 2020 at 4:00PM Atlantic Time</b>
Deadline for Issuing Addenda	<b>Tuesday, November 10<sup>th</sup>, 2020</b>
Submission Deadline	<b>Tuesday, November 17<sup>th</sup>, 2020 at 2:30PM Atlantic Time</b>
Date of Award (if applicable)	<b>TBD</b>

The Schedule for the bid process is tentative only and may be changed by the City in its sole discretion.

**10. PAYMENT**

Payment shall be based on Net 45 Days from date of invoice or receipt of goods, whichever is later. Invoices can either be mailed to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1, or by email to the Accounts Payable department (accountspayable@saintjohn.ca). Bidders are to ensure invoices are not sent both ways.

**11. AWARD**

The city does not limit itself to accepting the lowest, or any tender submitted, but reserves the right to award the tender in any manner deemed to be in the City's best interest. It is the City of Saint John's intention to award this tender to one Bidder.

Award will be determined by the lowest compliant responsible bidder based on the Total Including: Topsoil & Hydro Seeding.

**12. LATE BIDS**

Bids received after the time and date as shown on the tender shall not be considered.

**13. TAXES**

The City of Saint John is not exempt from the 15% harmonized sales tax. Prices are to be all taxes extra. The City of Saint John shall be invoiced for and pay all applicable taxes related to this bid.

**14. MANDATORY REQUIREMENTS**

Each submission will be evaluated to ensure that it complies with the mandatory requirements and may be rejected if it does not comply. The evaluation of mandatory requirements will confirm that:

- the submission was received prior to the applicable Submission Deadline;
- the bid submission is signed;
- the bid submission is legible;
- the bid submission does not contain a substantive qualification or conditions that are contrary to the terms of the bid document;
- the bid submission does not contain a change in price that was not initialled by the person who signed the submission;
- the bid submission is in English;

**15. CANCELATION CLAUSE**

In the event that the successful bidder does not comply with the specifications and terms and conditions of this tender, at any time throughout the duration of the contract, the City of Saint John reserves the right to cancel the contract in its entirety. The City also reserves the right to cancel this contract at any time prior to work commencing due to unforeseen circumstances

**16. VALIDITY PERIOD**

The bid submission constitutes an offer which shall remain open and irrevocable until 90 days after the submission deadline.

**17. CLARIFICATION OF BIDS**

The City of Saint John reserves the right in its sole discretion to clarify any bid after close of bidding without becoming obligated to clarify any other bid.

**18. INDEMNIFICATION**

The contractor agrees to indemnify and save harmless the City of Saint John from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which may occur through the performance of this contract.

**19. ACCEPTANCE, REVOCATION AND REJECTION OF TENDERS**

The bidder agrees that his tender is a firm offer to supply the goods and/or services specified herein at the quoted price, and in accordance with the terms and conditions herein contained. The bidder may revoke his tender at any time prior to the time fixed for tender opening by delivering, or causing to be delivered, written notice of revocation to the designated official at the City of Saint John. Revocation will take effect from the time the notice is actually received. A notice of revocation will not be accepted after the time fixed for tender opening.

The bid shall not be restricted by a statement added to the Tender Form, or by a covering letter, or by alterations to the tender form as supplied, unless otherwise provided herein and further, a tender form that has been altered in any way may be deemed to be a non-confirming bid and, therefore, rejected. Bidders shall be allowed to attach descriptive literature, whose sole purpose is to amplify the bid.

**20. PERMITS AND REGULATIONS**

All contractors shall obtain and pay for any and all permits required by the authorities having jurisdiction, and arrange for all inspections of the work by these authorities.

**21. DUE DILIGENCE**

If a health and safety offence has been committed, the onus falls on the employer to prove that it exercised due diligence i.e. Did everything it reasonably could – to avoid the offence.

When hiring contractors, the City of Saint John is responsible for ensuring compliance with Health and Safety Legislation and must make sure that the appropriate accident prevention systems are implemented in the work place.

Therefore, if any contractor is found to be working in an unsafe manner, or outside of current legislation, he will be made to stop work immediately.

Any losses which may arise as a result of this work stoppage are the responsibility of the contractor.

Failure to comply with current legislation on the part of the contractor, may lead to cancellation of this contract and any tender deposits that may be in place.

## **22. WORKSAFENB CERTIFICATE AND BUSINESS CORPORATIONS ACT CERTIFICATE**

- a) New Brunswick Tenderers shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB and a *Business Corporations Act* Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.
- b) Out-of-province Tenderers shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB or a letter or certificate issued under the equivalent applicable legislation in the province of origin of the Tenderer confirming extension of coverage from said legislation to the Province of New Brunswick for the term of the Contract. Subject to paragraph c), out-of-province Tenderers shall also provide a *Business Corporations Act* Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.
- c) Tenderers from Nova Scotia may submit the appropriate *Business Corporations Act* Certificate from the Province of Nova Scotia.

## **23. INSURANCE**

The successful contractor shall provide evidence of the following insurance coverage to remain in effect for the duration of this work:

General liability with minimum limits of two million dollars, (\$2,000,000.00). The policy shall include:

- Operations of the contractor in connection with this tender;
- Products and completed operations coverage;
- Contractual liability with respect to this tender;
- The City of Saint John added as an additional named insured;
- a cross liability clause;
- non-owned automobile

Thirty (30) days' notice of cancellation of this policy "will" be given to the City of Saint John, by the insurers.

## **24. REQUIREMENTS FOR FINAL INSPECTION**

All items must be completed prior to final inspection. No exceptions will be made and final payment will be delayed until all items are complete.

**25. GUARANTEE**

The contractor shall guarantee all material and equipment installed by him, or incurred under this contract, for a period of one year, after date of acceptance by the owner.

**26. OWNER ACCESSIBILITY:**

This contractor shall schedule his work so as to cause the least amount of disruption to the daily routine of the nearby residents.

This contractor shall ensure that all debris is completely cleaned up, at the end of each working day.

**27. DEFICIENCIES**

For a period of one (1) year from the date of acceptance of any work, the contractor shall, at his expense, remedy all deficiencies performed or provided under this contract.

**28. RESERVED RIGHTS**

The City reserves the right to:

- a) Reject an unbalanced Tender. For the purpose of this section, an unbalanced tender is a tender containing a unit price which deviates substantially from, or does not fairly represent reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use tenders submitted in response to this Request for Tender or for other like or similar work as a guideline in determining if a bid is unbalanced.
- b) Amend or modify the scope of the Work, and/or cancel or suspend the Tender award, at any time for any reason;
- c) Require Tenderers to provide additional information after the Tender Closing to support or clarify their Tender;
- d) Not accept any or all Tenders;
- e) Not accept a Tender from a Tenderer who is itself, or whose principals, owners or directors are also principals, owners or directors of another entity which is, involved in litigation, arbitration or any other similar proceeding against the City;
- f) Reject any or all Tenders without any obligation, compensation or reimbursement to any Tenderer or any of its team members;
- g) Withdraw this Request for Tender and cancel or suspend the Tendering Process;
- h) Extend, from time to time, any date, any time period or deadline provided in this Tender (including, without limitation, the Tender Closing), upon written notice to all Tenderers;
- i) Assess and reject a Tender on the basis of:
  - (i) information provided by references;
  - (ii) the Tenderer's past performance on previous contracts;
  - (iii) the information provided by a Tenderer pursuant to the City exercising its

clarification rights under this Tendering Process;

- (iv) the Tenderer's experience with performing the type and scope of work specified;
- (v) other relevant information that arises during this Tendering Process;
- j) Waive formalities and accept Tenders which substantially comply with the requirements of this Request for Tender;
- k) Verify with any Tenderer or with a third party any information set out in a Tender;
- l) Disqualify any Tenderer whose Tender contains misrepresentations or any other inaccurate or misleading information;
- m) Disqualify any Tenderer who has engaged in conduct prohibited by the Tender Documents;
- n) Make changes, including substantial changes, to the Tender Documents provided that those changes are issued by way of addenda in the manner set out in these Instructions to Tenderers;
- o) Select any Tenderer other than the Tenderer whose Tender reflects the lowest cost to the City;
- p) Cancel this Tendering Process at any stage, for any reason;
- q) Cancel this Tendering Process at any stage and issue a new Request for Tender for the same or similar deliverables;
- r) Accept any Tender in whole or in part;
- s) Waive minor non-compliance with the mandatory requirements of the Tender Documents and accept the Tender; or
- t) Accept a Tender which contains the following errors:
  - (i) error in mathematics – whether this involves the extension of a unit price or an error in addition, the mistake will be corrected and the correct total will be used for evaluation purposes and will be binding on the Tenderer.
  - (ii) conflict between the written and numerical bid prices. In all cases, the total bid price will be corrected to reflect the written bid price, whether lump sum or unit price.
  - (iii) failure to include the contingency allowance in the total Tender Price. If the contingency allowance was not included in the addition, the Tender Price shall be corrected to reflect its inclusion.

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Tenderer or any third party resulting from the City exercising any of its express or implied rights under this Request for Tender.

By submitting a Tender, the Tenderer authorizes the collection by the City of the information set out at paragraph i) in the manner contemplated in that subparagraph.

**29. LIMITATION OF LIABILITY AND WAIVER**

Each Tenderer, by submitting a Tender, agrees that:

- a) Neither the City nor any of its employees, agents, advisors or representatives will be liable, under any circumstances, for any Claim arising out of this Tendering Process including but not limited to costs of preparation of the Tender, loss of profits, loss of opportunity or for any other Claim; and
- b) The Tenderer waives any Claim for any compensation of any kind whatsoever, including Claims for cost of preparation of the Tender, loss of profit or loss of opportunity by reason of the City's decision to not accept the Tender submitted by the Tenderer, to award a Contract to any other Tenderer or to cancel this Tendering Process, and the Tenderer shall be deemed to have agreed to waive such right or Claim.

**FORM OF TENDER**

**RE: *Demolition of the building at 149 Broad Street, Saint John, NB***  
***PID# 00000604***

The undersigned bidder has carefully examined the specifications and scope of work, and also visited the premises to become familiar with the conditions, character and extent of work.

The undersigned bidder has determined the quality and quantity of labour, materials and equipment required, and has the capability to comply with the terms and conditions herein described.

The undersigned bidder hereby agrees that in the event of acceptance of this RFQ, work shall start within **10 working days from the award of the contract** and be completed within **30 working days** from the award of the contract.

The undersigned bidder further agrees to provide all necessary equipment, tools, labour and materials which are necessary to complete the work in accordance with the contract and agrees to accept, therefore, in payment in full, in accordance with the specifications, and terms and conditions, the sum of:

Item 1: Total Including: Topsoil & Hydro Seeding and Abandonment of Water Services at the Main

\$ \_\_\_\_\_

**(all taxes extra)**

Item 2: Breakout Price for Topsoil & Hydro Seeding

\$ \_\_\_\_\_

**(all taxes extra)**

Item 3: Breakout Price for Abandonment of Water Services at the Main

\$ \_\_\_\_\_

**(all taxes extra)**

TERMS: NET 45 DAYS	
COMPANY:	SIGNATURE: _____  NAME: _____ (PRINT)
DATE:	TEL.#
H.S.T. #:	FAX #



# **APPENDIX A - PHOTOS**















03 04 2020





03 04 2020





03 04 2020









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