

The City of Saint John

## **Request for Proposals**

**2022- 544001P**

**Public Space at Market Slip & Harbour Passage Extension – Glazed Structures**

**Saint John, New Brunswick**

Request for Proposals No.: 2022-544001P –  
Public Space at Market Slip & Harbour Passage Extension – Glazed Structures

Issued: Tuesday, February 22<sup>nd</sup>, 2022

Submission Deadline: **Thursday, March 10<sup>th</sup>, 2022, 4:00:00 p.m., ADT**

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## **PART 1 – INTRODUCTION**

### **1.1 Invitation to Proponents**

- (1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for the supply of glazed structures and quote for assembly and installation as further described in Part 2 – The Deliverables (the “Deliverables”).

### **1.2 RFP Contact Person**

- (1) For the purposes of this procurement process, the “City Contact” shall be:

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

### **1.3 Type of Contract for Deliverables**

- (1) The City will issue a Purchase Order to the successful proponent for the fabrication and delivery of the equipment as detailed in this request for proposal.
- (2) The City will issue a Formal Agreement as per Appendix E to the successful proponent for the scope of services detailed in this request for proposal.

### **1.4 No Guarantee of Volume of Work or Exclusivity of Contract**

- (1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

### **1.5 Canadian Free Trade Agreement (CFTA)**

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

**[End of Part 1]**

## PART 2 – THE DELIVERABLES

### 2.1 Description of Deliverables

- (1) This RFP is an invitation to submit offers for the provision of glazed structures, as further described in Appendix D – RFP Particulars.

### 2.2 Definitions

- 2.2.1 "**Consultant**" means Glenn Group Ltd. or such other consultant as the City may appoint to be its representative.
- 2.2.2 "**Contractor**" means the person or persons, firm or company, whose bid for the installation of the works will be accepted by the Owner pursuant to a General Contract.
- 2.2.3 "**General Contract**" means the Form of Agreement between the Owner and the Contractor and includes General Specifications, Special Provisions, General Administration of Contract, Contract Drawings and all interpretations or addenda issued by the Owner, or Consultant with permission of the Owner for Construction.
- 2.2.4 "**General Specifications**" means the General Specifications, City of Saint John, New Brunswick, with all applicable divisions.
- 2.2.5 "**Delivery Date**" means the date when all equipment has been delivered to the Site by the Supplier.
- 2.2.6 "**Equipment Manufacturer's Representative**" means a person employed by the Supplier, who is trained and is experienced in the proper installation, start-up, training and maintenance of the product or system to be supplied.
- 2.2.7 "**Owner**" and/or "**City**" means City of Saint John and includes the Owner's personal representatives or successors.
- 2.2.8 "**Purchaser**" is the party responsible for the payment of the equipment in conformance with the payment schedule on the Proposal Form. The Owner shall be the Purchaser of all pre-selected equipment. The Contractor shall be the Purchaser of the services for the assembly and installation of the equipment.
- 2.2.9 "**Purchase Order**" means the document prepared by the City and submitted to the Supplier for the purchase, delivery, and warranty of the equipment described herein and for the document prepared by the Contractor and submitted to the Supplier for the assembly, installation and installation warranty of the equipment described herein.
- 2.2.10 "**Request for Proposal (RFP)**" means the Advertisement, Information to Equipment Suppliers, Proposal Form, Special Provisions, Technical Specifications, Drawings and all interpretations or addenda issued by the City.
- 2.2.11 "**Site**" means the property on which the Glazed Structures are to be located at Market Square, Saint John, NB.

2.2.12 **"Supplier"** means the Equipment Supplier whose equipment has been selected by the City, referred to herein, who supplies, delivers and commissions the product and provides warranty to the City.

### **2.3      General Procedures**

(1) The procedure, in general, will be as follows:

- (a) City receives and assesses proposals for equipment. Request and receive additional information as necessary.
- (b) City selects equipment Supplier.
- (c) The City issues a Purchase Order to the Supplier for the fabrication and delivery of the equipment.
- (d) The Supplier and Consultant exchange information and advance the design.
- (e) The Supplier provides shop drawings to the City who submits them to the Consultant for review and approval.
- (f) The Supplier arranges for the fabrication and delivery following shop drawing approval.
- (g) The Consultant completes the design and Contract documents and prepares Tenders for the General Contract.
- (h) City tenders and awards the General Contract in which the Contractor becomes responsible for the equipment assembly and installation by the Supplier in accordance with the General Contract.
- (i) Upon award of General Contract to Contractor, the Contractor issues Purchase Order to the Supplier for the assembly and installation of the equipment in accordance with the Specifications and Pricing Form.
- (j) The Contractor will ensure the assembly and installation of the equipment is carried out by the Supplier in accordance with the terms of the General Contract.

**[End of Part 2]**

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Timetable

- (1) The RFP timetable is tentative only and may be changed by the City at any time.

Issue Date of RFP	Tuesday, February 22 <sup>nd</sup> , 2022
Deadline for Questions	Tuesday, March 1 <sup>st</sup> , 2022 at 4:00:00PM Atlantic Time
Deadline for Issuing Addenda	Thursday, March 3 <sup>rd</sup> , 2022 at 4:00:00PM Atlantic Time
Submission Deadline	Thursday, March 10 <sup>th</sup> , 2022 at 4:00:00PM Atlantic Time
Rectification Period	3 Business Days
Evaluation	Complete within 2 weeks of closing
Anticipated Deadline for Selection of Highest Ranked Proponent	TBD – Recommendation for award to Common Council will be done sometime in April.

### 3.2 Submission Instructions

#### (A) **Proposals Should Be Submitted at Prescribed Location**

- (1) Proposals should be submitted at:

The City of Saint John  
Supply Chain Management, 1<sup>st</sup> Floor  
175 Rothesay Avenue  
Saint John, New Brunswick, E2J 2B4 (the “**Prescribed Location**”)

Attention: Monic MacVicar, CCLP, CPPB

#### (B) **Proposals Should Be Submitted in Prescribed Manner**

- (1) Proponents should submit one (1) signed original and three (3) bound copies of the technical proposal and supporting information, one (1) signed original copy and three (3) bound copies of the financial proposal and supporting information, and one (1) electronic copy of each proposal on a flash drive.
- (2) The technical proposal should be sealed in an envelope, clearly indicating the proponent’s name and address and marked: **“Technical Proposal: 2022- 544001P - Public Space at Market Slip & Harbour Passage Extension – Glazed Structures”**.
- (3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent’s name and address and marked: **“Financial Proposal: 2022- 544001P - Public Space at Market Slip & Harbour Passage Extension – Glazed Structures”**.
- (4) Proposals sent by fax or email will be rejected.

**(C) Proposals Should Be Submitted on Time**

- (1) Proposals shall be submitted at the Prescribed Location on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.
- (2) Immediately following the Submission Deadline, proposals will be publicly opened in the office of the City Contact, at the Prescribed Location. Only the names and addresses of the proponents will be made public.

**(D) Amendment of Proposals**

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package to the Prescribed Location. The sealed package shall be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

**(E) Withdrawal of Proposals**

- (1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

**3.3 Stages of Proposal Evaluation**

- (1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:
  - (a) Stage I – Mandatory Requirements and Rectification
  - (b) Stage II – Evaluation of Rated Criteria and Pricing
  - (c) Stage III – Selection and Final Negotiation

**(A) Stage I – Mandatory Requirements and Rectification**

**Submission and Rectification Period**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

## **Mandatory Submission Forms**

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

### **Submission Form (Appendix A)**

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

### **Pricing Form (Appendix B)**

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

### **Reference Form (Appendix C)**

Each proponent must complete the Reference Form and include it with its technical proposal.

## **Other Mandatory Requirements**

Each proposal must:

- (a) Be in English.
- (b) Be for the entire scope of work as described in Appendix D – Section A - The Deliverables. Incomplete proposals or proposals for only part of the Deliverables described in Appendix D shall be disqualified.

### **(B) Stage II – Evaluation of Rated Criteria and Pricing**

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria. The City intends to shortlist to up to Three (3) proponents, however, should the City deem it to be in its best interest, it may expand this number accordingly.

### **(C) Stage III – Selection and Final Negotiation**

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the City.

**[End of Part 3]**



## **PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **4.1 General Information and Instructions**

#### **(A) Proponents to Follow Instructions**

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

#### **(B) Information in RFP Only an Estimate**

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **(C) Proponents Shall Bear Their Own Costs**

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

### **4.2 Communication after Issuance of RFP**

#### **(A) Proponents to Review RFP**

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
  - (a) Shall report any errors, omissions or ambiguities; and
  - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.

- (2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

**(B) All New Information to Proponents by Way of Addenda**

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents 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". In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

**(C) Post-Deadline Addenda and Extension of Submission Deadline**

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

**(D) Verify, Clarify and Supplement**

- (1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

**(E) No Incorporation by Reference**

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

**(F) Proposal to Be Retained by the City**

- (1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

**4.3 Debriefing**

**(A) Debriefing – Following Award**

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after notification of award.

- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

#### **4.4 Prohibited Conduct**

##### **(A) Proponent Not to Communicate with Media**

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

##### **(B) No Lobbying**

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

##### **(C) Illegal or Unethical Conduct**

- (1) Proponents shall not engage in any illegal business practices, including but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or maybe seen to compromise the competitive process provided for in this RFP.

##### **(D) Past Performance or Inappropriate Conduct**

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
  - (a) All the conducts as described in Part 4 – Section 4.4;
  - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or
  - (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

#### **4.5 Confidential Information**

##### **(A) Confidential Information of City**

- (1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) Is the sole property of the City and must be treated as confidential;
- (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
- (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
- (d) Shall be returned by the proponents to the City immediately upon the request of the City.

**(B) Confidential Information of Proponent**

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

**4.6 Procurement Process Non-Binding**

**(A) No Contract A and No Claims**

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
  - (a) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

**(B) No Contract until Execution of Written Contract**

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

**(C) Non-Binding Price Estimates**

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including

withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

**(D) Disqualification for Misrepresentation**

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

**(E) Cancellation**

- (1) The City may cancel or amend the RFP process without liability at any time.

**4.7 Governing Law and Interpretation**

**(A) Governing Law**

- (1) The terms and conditions in this Part 4:
  - (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
  - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
  - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.
  - (d) This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:
    - i. Atlantic Trade and Procurement Partnership
    - ii. Canadian Free Trade Agreement
    - iii. City of Saint John Policy for the Procurement of Goods, Services and Construction
    - iv. New Brunswick Procurement Act and Regulation 2014-93
  - (e) Reserved Rights  
The City reserves the right to:
    - a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal 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 Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a proposal is unbalanced.
    - b) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
    - c) Require proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their proposals.
    - d) Not accept any or all proposals.

- e) Not accept a proposal from a proponent who is involved in litigation, arbitration or any other similar proceeding against the City.
- f) Reject any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members.
- g) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all proponents.
- i) Assess and reject a proposal on the basis of
  - i. Information provided by references;
  - ii. The proponent's past performance on previous contracts;
  - iii. Information provided by a proponent pursuant to the City exercising its clarification rights under the Proposal Solicitation process;
  - iv. The proponent's experience with performing the type and scope of work specified including the proponent's experience;
  - v. Other relevant information that arises during a Proposal Solicitation process.
- j) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
- k) Verify with any proponent or with a third party any information set out in a proposal.
- l) Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.
- n) Make changes including substantial changes to the proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- o) Select any proponent other than the proponent whose proposal reflects the lowest cost to the City.
- p) Cancel a Proposal Solicitation process at any stage.
- q) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- r) Accept any proposal in whole or in part.

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 proponent or any third party resulting from the City exercising any of its express or implied rights under a Proposal Solicitation.

(f) Limitation Of Liability And Waiver

In every Proposal Solicitation, the City shall draft the documents such that each proponent, by submitting a proposal, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Proposal Solicitation process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or any other claim.
- b) The proponent waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the proposal, loss of profit or loss of

opportunity by reason of the City's decision to not accept the proposal submitted by the proponent, to award a contract to any other proponent or to cancel the Proposal Solicitation process, and the proponent shall be deemed to have agreed to waive such right or claim.

**[End of Part 4]**

## APPENDIX A – SUBMISSION FORM

### (A) Proponent Information

Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

### (B) Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed a Supply Agreement.

### (C) Ability to Provide Deliverables

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the prices set out in the Pricing Form.

### (D) Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Form	
Reference Form	



**Notice to proponents:** There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

**(E) Non-Binding Price Estimates**

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

**(F) Addenda**

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers, or, if no addenda were issued, by writing the word "None", on the following line:\_\_\_\_\_. Proponents who fail to complete this section will be deemed to have received all posted addenda.

**(G) No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**(H) Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## APPENDIX B – PRICING FORM

### (A) Pricing Form

- (1) Complete the following table to provide pricing for the supply and for the assembly & installation of Glazed Structures for Proposal 2022- 544001P - Public Space at Market Slip & Harbour Passage Extension – Glazed Structures, **and exclusive of HST/GST**.

Item	Quantity	Description	Price
1	1	Glazed Structures Supply + Delivery	
2	1	Glazed Structures Assembly & Installation	
Glazed Structures Delivery date: October 1 <sup>st</sup> 2022. Assembly & installation to commence following October 1, 2022 delivery date and be completed by December 15, 2022.			

The tendered prices for supply of all materials to include pick-up, transportation, delivery, shop drawings, duty, fuel surcharge and any other charges incurred in order to provide required materials and/or services.

A Purchase Order will be issued by the City for the supply and delivery of the Glazed Structures. A purchase order will be issued by the Contractor for the assembly and installation of the Glazed Structures.

## APPENDIX C – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last two years.

### Reference #1

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #2

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #3

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

## **APPENDIX D – RFP PARTICULARS**

### **(A) The Deliverables**

#### **(1) 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](mailto:accountspayable@saintjohn.ca)). Vendors are to ensure invoices are not sent both ways.

#### **(2) FREIGHT AND DELIVERY**

Please quote your net price on each of the commodity(s) F.O.B. delivered to City of Saint John.

The proposed prices for all materials and/or services are to include pick-up, transportation, delivery, duty, fuel surcharge and any other charges incurred in order to provide the required materials and/or services.

#### **(3) SPECIFICATION SHEETS AND WARRANTY**

Specification sheets along with warranty information and any limiting conditions must be submitted with the proposal.

#### **(4) TERMINATION OF THE CONTRACT**

The City reserves the right to terminate the contract at any time during the course of this agreement. In such an event, payment will be made only for the product received up to the time of termination.

#### **(5) BASIS FOR AWARD**

The City does not bind itself to accept the lowest or any proposal submitted but reserves the right to accept any proposal deemed to be in its best interest.

#### **(6) NO GUARANTEE**

The City makes no guarantee as to the value or volume of the Deliverables. The quantities stated herein reflect the anticipated requirements of the City; however, the City reserves the right to purchase more or less than the total quantity stated.

## (B) Evaluation Criteria

- (1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

STAGE II OF EVALUATION PROCESS	SCORING (POINTS)
<b>Quality and Completeness:</b> <ul style="list-style-type: none"><li>• Has the proponent addressed all of the needs identified?</li><li>• Is the proposal presented in an organized and professional manner? Have SPEC Sheets and WARRANTY information been submitted.</li></ul>	10
<b>Specifications and Quality:</b> <ul style="list-style-type: none"><li>• Meet/exceed Specifications outlined (Spec Sheets).</li><li>• Warranty Information provided.</li><li>• Meets delivery date.</li></ul>	30
<b>Demonstrated Delivery and Past Experience:</b> <ul style="list-style-type: none"><li>• Equipment suppliers history of supplying systems similar to those specified</li><li>• Similarity of reference projects to this project</li><li>• Information received from references</li></ul>	30
<b>Cost:</b> <ul style="list-style-type: none"><li>• Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals.</li><li>• The financial proposal shall include:<ul style="list-style-type: none"><li>○ Pricing Form</li></ul></li></ul>	30
<b>TOTAL POINTS FOR STAGE II</b>	<b>100</b>

## **(C) Submission Requirements**

(1) Proponents should include the following information in respect of each of the rated criteria:

(a) Quality and completeness – 10 Points

- i. Has the proponent addressed all of the needs identified and is the proposal presented in an organized and professional manner, have specification sheets and warranty information been provided?

(b) Specifications and Quality – 30 Points

- i. Meet/exceed specifications outlined (specifications sheets);
- ii. Warranty information;
- iii. Meets delivery date.

(c) Demonstrated delivery and past experience – 30 Points

- i. Equipment suppliers history of supplying systems similar to those specified;
- ii. Similarity of reference projects to this project;
- iii. Information received from references.

(d) Cost (Financial Proposal) – 30 Points

- i. Completed Pricing Form as provided in Appendix B;
- ii. Proposed cost for the Deliverables, as described in Appendix D – RFP Particulars;

## **(D) Technical Specifications**

The General Contract will include the General Specifications as well as the Technical Specifications for the Glazed Structures. The Supplier should review the General Specifications which can be accessed on the City's website [www.saintjohn.ca](http://www.saintjohn.ca) under the menu option Tender and Proposals. The Supplier shall review the General Specifications document in conjunction with the attached Glazed Structures section 13 34 13 specification as these documents will form the Contract Agreement between the City and the Contractor.

**Part 1      General****1.1      SCOPE**

- .1 Market Square is a heritage property. Figure 1 Market Square façade on page 11 shows the building façade. Technical drawings in Appendix D illustrate the proposed glazed structure configurations. All measures shall be taken to protect the façade from damage during assembly and erection of the proposed glazed structures. It will be the responsibility of the glazed structure supplier, installer and the General Contractor to measure the façade and its features to minimize impact and to achieve a tight seal between façade and structure.
- .2 The supplier shall supply and erect 7 glazed structures to match the definition of the structures as listed below and as illustrated. The glazed structures will be placed along the face of the market square building and will serve as a 4-season dining experience. The structures follow the existing building profile and are placed in front of the pre-existing building wall breaks as illustrated on the elevation drawing. The structures shall be placed approximately 300mm away from the face of the building supported on independent foundations. The foundations are to be constructed by the Contractor under the General Contract. It is assumed all 4 corners of the independent structures will meet at the same elevation. The foundation and ground preparation work will be completed by the Contractor under the General Contract. 2 structures will include 2 doors (1) located on the side and 1 located on the front elevation. 5 structures will only feature forward facing doors. The structures will be 8974mm apart center on center, so a maximum overall width o/s to o/s of 9.125m by 6.000m center to center long. The roof will be a monoscope roof the highest elevation will be 3.657m high in the back nearest the building facade and 3.048m in the front achieving a 2 to 12 slope.
- .3 The existing building has stepped floor elevations which will require grade change between some of the glazed structures. Some structures have a 500mm difference from adjacent structures. Foundation design is stepped to accommodate this elevation change.
- .4 The composition of the front elevation of the structures is to be determined by the Supplier. The Supplier shall include a front elevation indicating the location of doors and openings. The Supplier is to understand the site fully, to ascertain vendor door locations and emergency exits. The doors accompanying emergency exits shall be placed in a direct path from existing interior door to proposed glazed structure exit door. The emergency exit door will also be used as the main entrance to the vendor.
- .5 The desire of the user group is to have as much of the structure open as possible to capitalize on clement weather. The use of folding glass walls is preferred.
- .6 Where patio's meet, the Supplier will include a "c" channel 38x38x38mm attached to the interior superstructure, so future wall panels can be installed (by others).
- .7 At either end of the structure, the glazed structure installer will provide a thermal break to enclose the 300mm opening between the glazed structure and the existing building. It is suggested that glazing may be the most aesthetically pleasing option, however the Supplier is to note their solution as part of this bid submission.

- .8 At the roof of the structure, the glazed structure must connect with copper flashing to the existing building. The flashing should be installed under the existing limestone sill where existing flashing exists. It is assumed the face of the building will not need to be significantly altered to make this connection; however, it is the responsibility of the Supplier to provide recommended connection details for review by the Consultant.
- .9 The roof shall have a mechanically driven opening system.
- .10 All drawings attached are approximate. The glazed structure Supplier will complete a rigorous on-site investigation field proofing all measurements, installation details and connection details so that a complete engineered shop drawing can be reviewed and approved by the Consultant.

## **1.2 REFERENCE STANDARDS**

- .1 ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2010.
- .2 ASTM B209M – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2010.
- .3 ASTM B221 – Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes, 2013.
- .4 ASTM B221M – Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes, (Metric), 2013.
- .5 ASTM E108 – Standard Test Methods for Fire Tests of Roof Coverings

## **1.3 SUBMITTALS**

- .1 Manufacturer's Data: Include manufacturer's specifications, published warranty or guarantee, and maintenance instructions.
- .2 Shop Drawings: Submit complete shop drawings for fabrication and erection of the Glazed Structure including plans, elevations, and all details of typical sections and connections. Shop drawings shall show all details of the enclosure, the curtain wall, metal air/vapor barrier, methods of joining, thickness and finish of materials, methods of anchorages, types of sealants, and glazing details.
- .3 Executed Warranty by Supplier for supply of materials and equipment. Warranty for the erection, assembly and installation shall be provided under the General Contract.
- .4 Submit two samples not less than 12" x 12" of roof glazing.

## **1.4 QUALITY ASSURANCE**

- .1 Manufacturer: Provide glazed structure, including installation by a single firm, which has successfully specialized in production of this type of work for not less than 10 years.



- .2 Designer Qualifications – Design systems under direct supervision of a professional structural engineer experienced in design work of the type specified in this section and licensed in the Province of New Brunswick.
- .3 Standard of quality is based on products of the company listed below. Provide Glazed Structure, Metal Framed Operable and Fixed Skylights, or approved equivalent, by a manufacturer whose products comply with requirements established in the Contract Documents:

OpenAire, Inc.  
2360-B Cornwall Road  
Oakville, Ontario L6J 7T9

## **1.5 SPECIFIED WARRANTY**

- .1 Submit fully executed Warranty with submittal package.
- .2 Submit manufacturer's standard 5 year warranty against defects in material and labour of the work in this section; that the work will be water and weather tight, structurally sound and free from distortion and deformation under load; glazing splines and sealant will be free from distortion from sunlight, weather and oxidation and will be free from permanent deformation under load. The Warranty is to include any labour associated with the repair or replacement of any defective piece.
- .3 Glass: Provide 5-year warranty against:
  - .1 Defects in insulating glass units.
  - .2 Material obstruction of vision as a result of dust or film formation on the internal glass surfaces by any cause, under normal conditions, other than extrinsic glass breakage.
  - .3 Seal failure.
- .4 Finish: Manufacturer's standard finish warranty.

## **1.6 DESIGN**

- .1 Thermal:
  - .1 Thermally break frame members. Provide thermal breaks between exterior and interior structural components to diminish the possibility of condensation forming on the interior metal surfaces.
- .2 Water and Moisture:
  - .1 Comply with design and performance requirements specified in the building codes and as specified below and design and engineer the work accordingly. In designing and engineering the work, the following principles shall be followed:
    - .1 Make provisions to drain the exterior face of assembly any water entering at joints and any condensation occurring within the framing.
    - .2 At design conditions no water penetration to the interior side of the assembly shall occur.
    - .3 Design, fabricate and install the assembly to be watertight to the interior subject to the interior and exterior design conditions in combination with movements occurring due to loads imposed.

.3 Air:

- .1 Air leakage through the curtain wall shall not exceed 0.06 cfm per square foot of fixed wall area plus the permissible allowance specified for sliding doors and operating skylight panels within the test area when tested in accordance with ASTM E 283 at a static air pressure difference of 1.57 psf.

.4 Vapor Barrier:

- .1 The definition of the air/vapor barrier for the purpose of these specifications is "a continuous membrane including joints of membrane to adjacent construction which retards or prevents the rate of penetration of moisture laden air and the diffusion of water vapor through it".

.5 Rain Screen:

- .1 Base the design of the work of this section on the "rain screen" principle. Design and reinforce rigid air/vapor barriers to withstand acceptable deflection limitations, their own weight, the insulation weight and design loads.
- .2 All voids between the assembly components as well as between the components and the structure shall have:
- .1 Gaskets, baffles, overlaps and seals as required to provide a barrier "rain screen" to effectively prevent excessive rain water entry into any of the cavities but allow pressure equalization.
- .2 Non-permeable air seals as required to exclude the entry of interior building air into the skin cavities.
- .3 Such provisions in the form of openings between cavities and the building exterior of sufficient cross section to provide adequate pressure equalization. In addition, all openings shall be baffled against direct water entry.
- .4 Air seals placed to eliminate any contact between interior humid air and a cold surface or structural component to prevent condensation and ice build up on such surfaces during cold weather.

**1.7 DELIVERY, STORAGE AND HANDLING**

- .1 Deliver undamaged products to site in manufacturer's sealed containers and/or original bundles with tags and labels intact.
- .2 Store materials in protected, dry conditions off the ground and in areas so as to not interfere with the progress of the work.
- .3 Transport, store and handle in strict conformance with the manufacturer's written recommendations.
- .4 Make delivery to site according to agreed schedule of construction.

**Part 2 PRODUCTS****2.1 SUPERSTRUCTURE**

- .1 All framing members shall be designed to minimum elastic deflection limit of L/180 horizontally and vertically under design loading, based on the National Building Code. Permanent deformation of components due to applied loads is not permitted.
- .2 Design the enclosure, and curtain wall to withstand the deflection limit as stated above, its own weight, forces applied by the movement of the building structure and the maximum design loads due to the pressure and suction of wind, snow, ice and rain.
- .3 Design and construct the work to provide for expansion and contraction of components as will be caused by the ambient temperature range without causing buckling, failure of joint seals, undue stress on fasteners or other effects detrimental to appearance or performance.
- .4 Design aluminum structural components in accordance with applicable standards.
- .5 Use a safety factor of 2.5 for glass (probability of breakage 8 lights in 1000).
- .6 Structural Welding:
  - .1 All aluminum welding performed in accordance with CSA Standard W47.2M and AWS D1.2 standards.
  - .2 All welding shall be performed in an CWB/AWS certified shop with CWB/AWS certified welders.
  - .3 Welding performed in shop shall conform to approved written welding specs to CSA Standard W47.2M and shall be subject to quarterly audits by the CWB.
- .7 Structure shall have 4"x4" (100x100mm) hand holes on exterior superstructure for future electrical servicing.

**2.2 MATERIALS**

- .1 Aluminum: all aluminum shall be extruded members 6063-T5, 6063-T6 or 6061-T5 or T-6 complying with ASTM B221 (ASTM B221M).
- .2 Glazing Strips: neoprene or polyvinyl chloride and having a minimum tensile strength of 2000 psi and a minimum 70 +/-5 Durometer hardness.
- .3 Aluminum Flashings: Flashings shall be .05 in (1.2mm) minimum.
- .4 Bituminous paint: Complying with CGSB 1-GP-108M, and resistant to salt water environments.
- .5 Metal air/vapor barriers:
  - .1 Interfaces, joints and fastenings of sheet metal air/vapor barrier shall be made air-tight using primary tape seals and continuous sealant beads.
  - .2 Insulation for application to metal air/vapor barriers: Fibrous glass rigid board insulation 2" (50mm) thick min. AF220 manufactured by Fiberglass Canada Ltd. or other approved manufacturer. Secure insulation in place using recommended adhesive.

- .3 Insulation adhesive: Fire retardant, compatible with fibrous gall Bakelite 260-08 by Bakelite Thermosets Limited, 3M Insulation Adhesive #22 by 3M Canada Ltd.
- .6 Sealant between components of glazed curtain wall and adjacent construction:
  - .1 One component elastomeric sealant: Tremco Dymonic
- .7 Sealant at vapor barriers:
  - .1 One component elastomeric sealant: Tremco TRS 600
- .8 Filler strips for back-up of sealants: Chemically compatible rod stock of butyl or neoprene or white non-absorbent closed cell foam polyethylene of a diameter sized 25% greater than joint width before application.
- .9 Screws and Fasteners:
  - .1 Assembly screws: series 410-H stainless steel, cadmium plated. Tek screws.
  - .2 Exterior exposed screws: series 304 stainless steel screws finished to match color of framing.
  - .3 Structural bolts: series 410-H stainless steel.

## 2.3 GLAZING

- .1 Sloped Glazing:
  - .1 1 3/16" (30.2mm) sealed insulating glass consisting of:
    - .1 1/4" (6mm) clear tempered with a Low E coating
    - .2 1/2" (12mm) air space
    - .3 7/16" (11.1mm) clear laminated annealed with a .030 PVB interlayer
- .2 Vertical Glazing:
  - .1 1" sealed insulating glass units composed of:
    - .1 1/4" (6mm) clear annealed with air space
    - .2 1/4" (6mm) clear annealed
      - .1 Glass to be tempered where dictated by code.
      - .2 Minimum glass performance to be:
        - .1 Solar Heat Gain Coefficient = .39
        - .2 Shading Coefficient = .45
        - .3 U Value = .29
        - .4 Light Transmission = 70%
- .3 Spacers and setting blocks: 50 and 70 durometer A hardness +/-5 respectively, neoprene rubber. Glazing Gaskets: Extruded E P D M of durometer 60 (+/-5).

## 2.4 DOORS

- .1 Doors to consist of multiple panels of thermally broken aluminum frames all folding to one side and ADA compliant sills. All aluminum materials under this section shall have a minimum thickness of 1/8" (3mm) unless otherwise specified or indicated. Door stiles and rails shall be

one (1) piece extruded aluminum sections reinforced and joined by means of concealed welding of machined aluminum corner reinforcements to the extruded sections.

- .2 Composition of doors, to be identified, include front elevation.
- .3 Doors to be accessible must include electronic opener and closer.
- .4 Doors to operate as emergency exits.
- .5 Doors width TBD.
- .6 Standard Hardware: hardware shall be as supplied by the door manufacturer.
- .7 Glazing:
  - .1 Doors to be glazed with 1" (25.4mm) insulating glass with the same performance values as specified for the surrounding vertical glass, with the units composed of:
    - .1 ¼" (6mm) clear tempered with a Low E coating
    - .2 ½" (12mm) air space
    - .3 ¼" (6mm) clear tempered
- .8 Finish:
  - .1 Bi-fold doors to be painted (single color) to match the enclosure.

## **2.5 DROP DOWN WINDOWS (OPTIONAL)**

- .1 The Supplier shall provide window and price options in their submission. The use of sliding glass walls is preferred.
- .2 Windows to consist of multiple panels of thermally broken aluminum frames with all aluminum materials under this section shall have a minimum thickness of 1/8" unless otherwise specified or indicated.
- .3 Operation:
  - .1 Windows are to be 7'-0" (2.13m) high consisting of two 3'-6" (1.07m) panels and be manually operated by means of a counterweight balancing system with the top panel dropping down in front of the bottom fixed panel.
- .4 Glazing:
  - .1 Windows to be glazed with 1" (25,7mm) insulating glass with the same performance values as specified for the surrounding vertical glass, with the units composed of:
    - .1 ¼" (6mm) clear tempered with a Low E coating
    - .2 ½" (12mm) air space
    - .3 ¼" (6mm) clear tempered
- .5 Finish:
  - .1 Windows to be painted (single color) to match the enclosure.

**2.6 SLIDING GLASS WALLS – BI-FOLDING WALL**

- .1 Walls to consist of multiple panels of thermally broken aluminum frames with all aluminum materials under this section shall have a minimum thickness of 1/8" (3mm) unless otherwise specified or indicated.
- .2 Operation:
  - .1 Panels are to be hinge connected in a track system allowing for the wall to be easily moved out of the tenants exterior patio space.
- .3 Glazing:
  - .1 Windows to be glazed with 1" (25.4mm) insulating glass with the same performance values as specified for the surrounding vertical glass, with the units composed of:
    - .1 1/4" (6mm) clear tempered with a Low E coating
    - .2 1/2" (12mm) air space
    - .3 1/4" (6mm) clear tempered
- .4 Finish:
  - .1 Windows to be painted (single color) to match the enclosure.

**2.7 MOTORIZED ROOF**

- .1 Opening roof panels retract up from the bottom and stack under the fixed glass at the top of the roof. The panels to consist of glazed panels within a thermally broken aluminum frame. The length of the opening panel up the slope is to be no less than 45% of the length of the supporting rafter.
- .2 Operation:
  - .1 Opening panels shall be motorized using a rack and pinion direct drive method. All electrical components shall operate on 24-volt maximum direct current.
  - .2 Provide one (1) motor for each operable panel with a micro-switch shut off system at the fully closed positions. A control unit, complete with transformer, shall be supplied with the motorized system.
  - .3 Motor shall be a 24VDC unit capable of providing 265 in. lbs. of torque on a continuous duty cycle and 800 in. lbs. of peak torque drawing no more than 2.5 amps. Motors shall operate at speeds of 10 rpm closing the panels at a rate of 8' (2.44m) per minute.

**2.8 FINISH**

- .1 Pre-treat aluminum and apply primer and finish coat under supervision of and in strict accordance with manufacturer's instructions. Colour and sheen shall be uniform with no variations detectable by the naked eye at a distance of 5'.
- .2 Colored coating for all aluminum exposed to the interior and exterior shall be baked on shall meet AAMA 2604.
- .3 Provide samples for colour selection by Consultant.

**Part 3 EXECUTION****3.1 INSPECTION**

- .1 Examine substrates and conditions under which products of this section are to be installed and verify that the work may properly commence. Do not proceed with the work until unsatisfactory conditions have been fully resolved.
- .2 Verify that specified items may be installed in accordance with the approved design.

**3.2 INSTALLATION**

- .1 The Contractor shall install a structural curb/foundation as shown on General Contract drawings which must be adequate to support the loads imposed by the enclosures. Fasteners by Contractor applied to structural aluminum framing systems for support of HVAC duct, sprinkler system, electrical conduit, etc. shall be 300 series stainless steel.
- .2 The Supplier shall erect the Glazed Structure systems in strict accordance with approved shop drawings as supplied by Supplier. Fastening and sealing shall be in strict accordance with manufacturer's shop drawings and installation instructions. All aluminum shall be cleaned before sealants are applied.
- .3 All staging, lifts and hoists required for the complete enclosure installation, shall be provided by, and set up by the enclosure Supplier.
- .4 Electrical services, lighting, heating, ventilating shall be as shown on the General Contract drawings and specified elsewhere.

**3.3 SITE CLEANING**

- .1 During progress of the work, place all discarded materials, rubbish, and debris resulting from the work in on-site dumpsters. Dumpsters, and removal from site, to be by the Contractor.
- .2 Final cleaning prior to turning the building over to Owner is by others.

**3.4 PROTECTION**

- .1 Protect work and materials of this Section prior to and during installation.
- .2 Protection of the Glazed Structure during subsequent construction activity is the responsibility of the contractors involved.
- .3 Protection of the surrounding roof and floor below to be by Contractor.

### **3.5 SCHEDULE**

- .1 Foundations and unit pavers will be installed, by the Contractor under the General Contract, in June and July of 2022. The glazed structures shall be installed in October – December 2022. The structures must be delivered by October 1<sup>st</sup> 2022. The assembly and installation of the glazed structures is to commence following October 1, 2022 delivery date and be completed by December 15, 2022. The Contractor will bare the cost of any snow clearing or winter heating as necessary to complete the work.

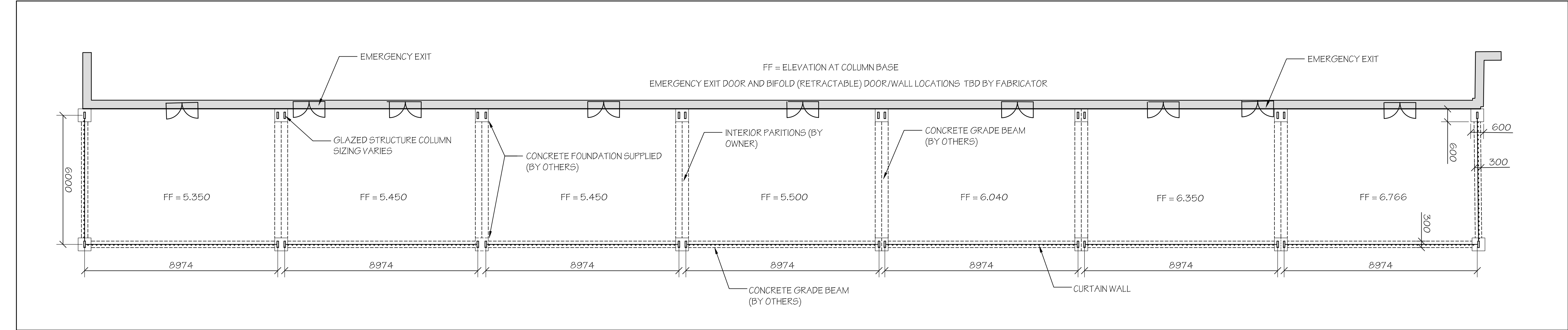
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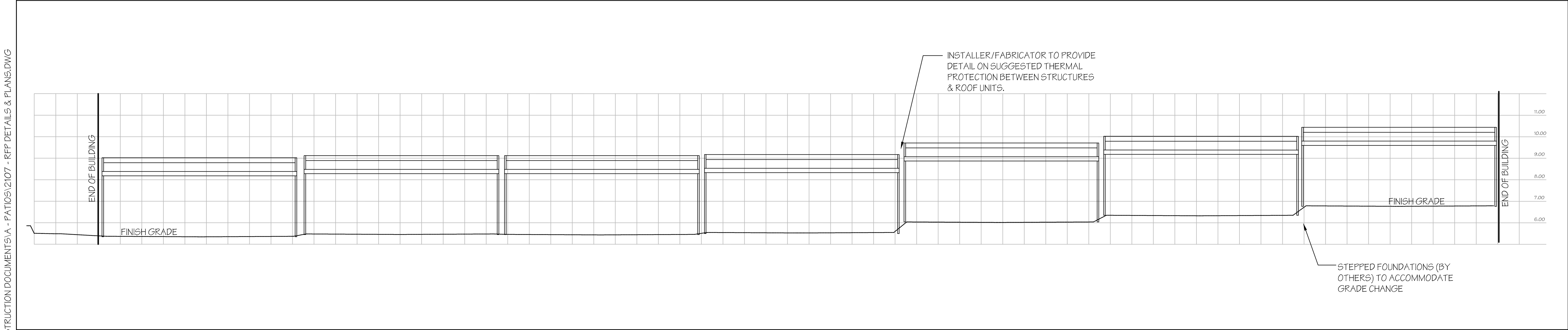
Figure 1



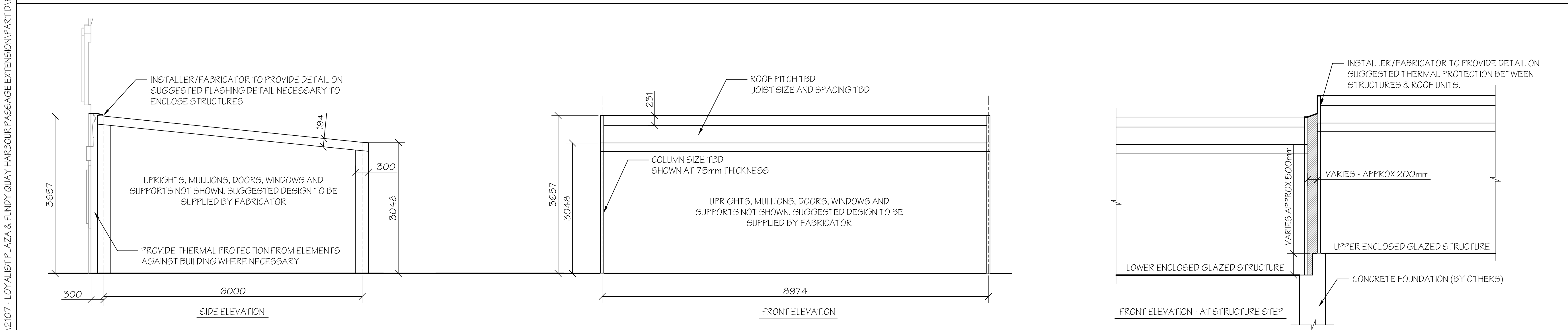
S:\PROJECTS\2021\2107 - LOYALIST PLAZA & FUNDY QUAY HARBOUR PASSAGE EXTENSION\PART D\PRODUCTION\CONSTRUCTION DOCUMENTS\A - REF DETAILS & PLANS.DWG



**1 PLAN VIEW**  
**G1 SCALE 1:100**



**2 ELEVATION**  
**G1 SCALE 1:100**



**3 SECTIONS**  
**G1 SCALE 1:50**



REVISIONS		
No.	DESCRIPTION	DATE
1	IFT	03.02.2022

#### LEGEND

DETAIL REFERENCE NODE		
1	DETAIL NUMBER	
L6	SHEET NUMBER	

#### NOTES

PRIME CONSULTANT	
<b>GLENN GROUP</b> LANDSCAPE ARCHITECTS & PARK PLANNERS	
PROJECT TITLE 2022-544001P - PUBLIC SPACE AT MARKET SLIP & HARBOUR PASSAGE EXTENSION - GLAZED STRUCTURES	
DRAWING NAME	
DATE PRINTED: 03.02.2022	DESIGNED BY: DKG
DRAWN BY: CT	CHECKED BY: DG,CT
CLIENT PROJECT No.: 2022 - 544001P	GG PROJECT NO: 2107
SCALE: AS SHOWN	DATE: 03.02.2022
SHEET NUMBER	

## APPENDIX E – FORMAL AGREEMENT

### AGREEMENT

This Agreement made in duplicate copies this XX day of XX, 2022.

BETWEEN:

**THE CITY OF SAINT JOHN**, having its City Hall at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the “City”

OF THE FIRST PART

and

XXX, a company, having offices located at XXX, in the City of XX and the Province of XX, hereinafter referred to as the “Supplier”

OF THE SECOND PART

WHEREAS the City issued Request for Proposal 2022-XXXXXXP for XXX (the “Request for Proposal”); and

AND WHEREAS the Supplier submitted a technical proposal and a financial proposal, both dated XX, 2022 in response to the Request for Proposal (collectively, the “Proposal”); and

AND WHEREAS the Request for Proposal and the Proposal are attached hereto as Schedules “A” and “B” respectively and form part hereof;

AND WHEREAS the Financial Proposal forms part of the Proposal, is attached hereto as Schedule “C”; and

AND WHEREAS the Common Council at its meeting held on XX, 2022 resolved that:

*“That as recommended by the City Manager ...”*

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in the Request for Proposal and the Proposal, the parties for themselves, their successors and permitted assigns respectively, mutually agree as follows:

1. The Supplier shall perform the services and carry out the terms and conditions set out in the Request for Proposal and the Proposal.
2. The City shall pay the Supplier, in return for the services performed, fees as outlined in the financial proposal part of the Proposal, plus HST.

### **Term**

3. The term of this Agreement is XX.

### **Termination**

4. The City may immediately terminate this Agreement upon giving notice to the Supplier where:
  - a. The Supplier makes an assignment for the benefit of its creditors, is declared bankrupt or commits an act of bankruptcy, becomes insolvent, makes a proposal or otherwise takes advantage of provisions for relief under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in any jurisdiction, or any other type of insolvency proceedings being commenced by or against the Supplier under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation;
  - b. The Supplier breaches any of the terms or conditions of the within Agreement;
  - c. In the City's reasonable opinion, the Supplier, prior to or after executing this Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the City;
  - d. The Supplier undergoes a change of control which, in the reasonable opinion of the City, adversely affects the Supplier's ability to satisfy some or all of its obligation under the within Agreement;
  - e. The Supplier subcontracts for the provision of part or all of the services without first obtaining the written approval of the City.

The above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

## **Performance**

5. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **Non-Performance**

6. The failure on the part of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

## **Indemnification**

7. The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively "Claims"), by whomever made, sustained, brought or prosecuted, for third party bodily injury (including death), personal injury and damage to real or tangible personal property, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, this Agreement. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement.

## **Remedies**

8. Upon default by either party under any terms of this Agreement, and at any time after the default, either party shall have all rights and remedies provided by law and by this Agreement.
9. No delay or omission by either party in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, either party may remedy any default by the other party in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the defaulting party. All rights and remedies of each party granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.

## **Mediation**

10. All disputes arising out or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, shall be mediated pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. Despite this Agreement to mediate, a party may apply to a court of competent jurisdiction or other competent authority for interim measures of protection at any time. The place of mediation shall be the City of Saint John and Province of New Brunswick.

## **Force Majeure**

11. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings under the terms of the Agreement when the delay or failure is due to fires, strikes, floods, acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot be reasonably foreseen or provided against.

## **No Assignment**

12. This Agreement is not assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

## **Time**

13. This Agreement shall not be enforced, or bind any of the parties, until executed by all the parties named in it.

## **Notices**

14. Any notice under this Agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid, mailed in a Canadian post office and prepaid courier, addressed, in the case of notice to the City of Saint John, to the Common Clerk, 15 Market Square, P. O. Box 1971, Saint John, New Brunswick, E2L 4L1 and in the case of notice to the Supplier to [Address], or to any other address as may be designated in writing by the parties, and the date of receipt of any notice by mailing shall be deemed conclusively to be 5 days after the mailing.

## **Amendments**

15. No change or modification of this Agreement shall be valid unless it is in writing and signed by each party.

### **Acknowledgment of Terms and of Entirety**

16. It is agreed that this written instrument embodies the entire agreement of the parties with regard to the matters dealt within it, and that no understandings or agreements, verbal or otherwise, exist between the parties except as expressly set out in this instrument.

### **Further Documents**

17. The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

### **Validity and Interpretation**

18. Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.
19. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

### **Governing Law**

20. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

### **Successors, Assigns**

21. This Agreement shall enure to the benefit of and be binding on the respective successors and permitted assigns of each of the parties.

### **Independent Legal Advice**

22. The parties each acknowledge having obtained their own independent legal advice with respect to the terms of this Agreement prior to its execution.

### **Acknowledgment of Receipt of Copy**

23. Each party acknowledges receipt of a true copy of this Agreement.

## Defined Terms

24. When used in this Agreement, the following word or expression has the following meaning:

**“Indemnified Parties”** means the City, its officers, directors, employees, agents or independent contractors.

**IN WITNESS WHEREOF** the parties have affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf on the day aforementioned.

**SIGNED, SEALED & DELIVERED**

In the presence of:

## THE CITY OF SAINT JOHN

per

Mayor

Assistant Common Clerk

**Common Council Resolution:**

XXXXXX

Per:

[Title]