

City of Saint John

TENDER

Tender # 2023-082801T STATION STREET PEDWAY GLAZING REPLACEMENT

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

“Tender # 2023-082801T STATION STREET PEDWAY GLAZING REPLACEMENT”

will be received until 2:30:00 pm, Tuesday, July 18th, 2023 for the supply of all materials, labor and equipment necessary to complete the glazing replacement project located at the Station Street Pedway, in accordance with the enclosed specifications, drawings, terms and conditions.

In light of the current Covid-19 pandemic, there will be no public opening. Tenders will be opened by the Tender Opening Committee, in the first-floor boardroom, 175 Rothesay Avenue, Municipal Operations Complex, immediately following the tender closing time. **Registered bidders may attend remotely via Teams invitation.**

The lowest or any tender not necessarily accepted.

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

Issued: Wednesday, June 28th, 2023

T E N D E R
Tender # 2023-082801T
STATION STREET PEDWAY GLAZING REPLACEMENT

SCOPE OF WORK:

The City of Saint John is soliciting tenders from qualified bidders to supply all materials, labor and equipment necessary to complete the glazing replacement project located at the Station Street Pedway, as per the specifications, drawings, terms and conditions outlined in this document.

A pre-bid site visit will be held on Wednesday, July 5th, 2023 at 1:00:00PM. We will meet at the top of the pedway. All bidders are strongly urged to attend.

SPECIFICATIONS:

See Appendix A for specifications and drawings.

TERMS AND CONDITIONS

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:

- Atlantic Trade and Procurement Partnership
- Agreement on the Opening of Public Procurement for NB and Québec
- Canadian Free Trade Agreement
- New Brunswick Procurement Act and Regulation 2014-93
- City of Saint John of Saint John Policy for the Procurement of Goods, Services, and Construction

Submission Instructions

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

“2023-082801T
STATION STREET PEDWAY GLAZING REPLACEMENT”

will be received until 2:30:00 pm, Tuesday, July 18th, 2023 for the work contemplated in this document and in accordance with the enclosed specifications, drawings, terms and conditions.

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.

Authorized Enquiries Contact

Monic MacVicar, CCLP, CPPB
Supply Chain Management
City of Saint John
Email: 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.

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 bid.

Taxes

The bid price shall be all taxes extra. The City of Saint John shall be invoiced for and pay all applicable taxes related to this bid.

Schedule for the Bid Process

Issue Date	Wednesday, June 28 th , 2023
Pre-Bid Site Visit	Wednesday, July 5th, 2023 at 1:00:00 pm ADT
Deadline for Enquiries	Friday, July 7 th , 2023 at 4:00:00 pm, ADT
Deadline for Issuing Addenda	Tuesday, July 11 th , 2023 at 4:00:00 pm, ADT
Submission Deadline	Tuesday, July 18 th , 2023 at 2:30:00 pm, ADT
Date of Award	TBD

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

Advisory Notice(s)

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

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) under the Menu option, City Hall header, then "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 prior to the closing date. Failure to comply with the instructions on an advisory may result in rejection of the bid.

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 bidding. Therefore, it is important that the City have assurances that bidders have in-fact received the notification(s).

Bidders are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under the Menu option, City Hall header, then "Tender and Proposals".

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

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

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; and
- the bid submission is in English;

Payment

Payment shall be based on Net 45 Days from date of invoice or receipt of goods/services, 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 (accounts payable@saintjohn.ca). Vendors are to ensure invoices are not sent both ways.

Pricing

The tender prices shall include all installation wages, fringe benefits, insurance, transportation, delivery, duty, working tools, equipment costs, and any other charges incurred in order to provide required materials and/or services.

Holdback

A Hold back of 10% of all monies due to the contractor will be retained by the City until 60 days after the substantial completion date of the work, approved by the project manager, and receipt of a statutory declaration.

Substitutes

Substitute products will not be considered (where applicable).

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.

Fax Tenders

Tenders received by fax WILL NOT be accepted.

Late Bids

Bids received after the time and date as shown in this document shall not be considered.

Cancellation 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.

Basis for Award

A 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 agreement to one Vendor.

No guarantee

The City makes no guarantee as to the volume of the Deliverables.

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.

Due Diligence

In the event that a health and safety offence is committed, the onus falls on the employer to prove that it exercised due diligence (i.e. did everything it reasonably could) in order 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 workplace.

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 bid deposits that may be in place.

Insurance

The successful contractor shall provide evidence of the following insurance coverage:

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 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;

Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law. This coverage is to remain in effect for the entire time frame of the contract.

WorksafeNB Certificate and Business Corporations Act Certificate

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.

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.

Tenderers from Nova Scotia may submit the appropriate Business Corporations Act Certificate from the Province of Nova Scotia.

Reserved Rights

The City reserves the right to:

- a) Reject an unbalanced bid submission. For the purpose of this section, an unbalanced bid submission is a bid submission 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 other bids submitted in response to this bid solicitation 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 bid award, at any time for any reason;
 - c) Require bidders to provide additional information after the submission deadline to support or clarify their bid submission;
 - d) Not accept any or all bids;
 - e) Not accept a bid submission from a bidder 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 bid submissions without any obligation, compensation or reimbursement to any bidder or any of its team members;
 - g) Withdraw this bid solicitation and cancel or suspend the bid process;
 - h) Extend, from time to time, any date, any time period or deadline provided in this bid solicitation (including, without limitation, the submission deadline), upon written notice to all bidders;
 - i) Assess and reject a bid submission on the basis of:
 - (i) information provided by references;
 - (ii) the bidder's past performance on previous contracts;
 - (iii) the information provided by a bidder pursuant to the City exercising its clarification rights under this bid process;
 - (iv) the bidder's experience with performing the type and scope of work specified;
 - (v) other relevant information that arises during this procurement process;
 - j) Waive formalities and accept bids which substantially comply with the requirements of this bid solicitation;
 - k) Verify with any bidder or with a third party any information set out in a bid submission;
 - l) Disqualify any bidder whose bid submission contains misrepresentations or any other inaccurate or misleading information;
 - m) Disqualify any bidder who has engaged in conduct prohibited by the bid solicitation;
 - n) Make changes, including substantial changes, to the bid solicitation provided that those changes are issued by way of addenda in the manner set out in this bid document;
 - o) Select any bidder other than the bidder whose bid submission reflects the lowest cost to the City;

- p) Cancel this procurement process at any stage, for any reason;
- q) Cancel this procurement process at any stage and issue a new bid solicitation for the same or similar deliverables;
- r) Accept any bid submission in whole or in part;
- s) Waive minor non-compliance with the mandatory requirements of the bid solicitation and accept the bid submission; or
- t) Accept a bid submission 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 bidder.
 - (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 (where applicable).
 - (iii) failure to include the contingency allowance in the total bid price (where applicable). If the contingency allowance was not included in the addition, the bid 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 bidder or any third party resulting from the City exercising any of its express or implied rights under this bid solicitation.

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

Limitation of Liability and Waiver

Each bidder, by submitting a bid, 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 procurement process including but not limited to costs of preparation of the bid submission, loss of profits, loss of opportunity or for any other Claim; and
- b) The bidder waives any Claim for any compensation of any kind whatsoever, including Claims for cost of preparation of the bid submission, loss of profit or loss of opportunity by reason of the City's decision to not accept the bid submitted by the bidder, to award a Contract to any other bidder or to cancel this procurement process, and the bidder shall be deemed to have agreed to waive such right or Claim.

Validity Period

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

Minor Irregularities

The City of Saint John reserves the right to waive minor non-compliances in accordance with Section 120 of the Province of New Brunswick's Regulation 2014-93 under the Procurement Act.

APPENDIX A – SPECIFICATIONS

**TENDER No. 2023-082801T
STATION STREET PEDWAY GLAZING REPLACEMENT**



SAINT JOHN



**STATION STREET PEDWAY
GLAZING REPLACEMENT
CITY OF SAINT JOHN**

Project No. 23-820

Tender Documents
Specification & Schedules

2023 June

ARCHITECT:

MURDOCK & BOYD ARCHITECTS INC.
50 KING STREET, SUITE 200
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2023.06.20

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ARCHITECTURAL

A101 Plans , Elevations & Details

PART 1 - GENERAL

1.1 References

- .1 National Building Code of Canada (NBC) 2015 including all amendments up to tender closing date.
- .2 New Brunswick Building Code Regulations.
- .3 Occupational Health and Safety Act Revised Statutes of New Brunswick.
- .4 Construction Safety and Industrial Safety regulations made pursuant to the Occupational Health and Safety Act, S.N.B., 1983.
- .5 Fall Protection and Scaffolding Regulations made pursuant to the Occupational Health and Safety Act, S.N.B., 1983.
- .6 National Fire Code of Canada.
- .7 The provisions of all Sections of Division 1 shall apply to each Section of this Project Manual.

1.2 Reference Standards

- .1 Meet or exceed requirements of:
 - .1 contract documents,
 - .2 specified standards, codes and referenced documents.
- .2 Where edition date is not specified, consider that references to manufacturer's and published codes, standards and specifications are made to the latest edition approved by the issuing organization, current at the date of this Specification.
- .3 Reference standards and specifications are quoted in this Specification to establish minimum standards.
- .4 Should the Contract Documents conflict with specified reference standards or specifications the General Conditions of the Contract shall govern.
- .5 Where reference is made to manufacturer's directions, instructions or specifications they shall include full information on storing, handling, preparing, mixing, installing, erecting, applying or other matters concerning the materials pertinent to their use and their relationship to materials with which they are incorporated and written to suit this specific project.
- .6 Have a copy of each code, standard and specification, and manufacturer's directions, instructions and specifications, to which reference is made in this Project manual, always available at construction site.
- .7 Standards, specifications, associations, and regulatory bodies are generally referred to throughout the Project manual by their abbreviated designations. These are:

AISI - American Iron and Steel Institute
ASTM - American Society for Testing of Materials
AWI - Architectural Woodwork Institute
AWMAC- Architectural Woodwork Manufacturer's Association of Canada
CGSB - Canadian General Standards Board
CISC - Canadian Institute of Steel Construction
CPMA - Canadian Paint Manufacturer's Association
CSA - Canadian Standards Association
IAO - Insurer's Advisory Organization
NBC - National Building Code

1.3 Project Manual

- .1 See Section 01 70 00.

1.4 Description of Work

- .1 Replace Glazing units and face caps as outlined in the drawing.

1.5 Codes

- .1 Perform work in accordance with National Building Code of Canada (NBC) and any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply. The latest edition of all Codes shall apply upon enactment.

1.6 Documents Required

- .1 Maintain at job site, one copy each of following:
 - .1 Contract drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Reviewed shop drawings.
 - .5 Change orders.
 - .6 Other modifications to Contract.
 - .7 Field test reports.

1.7 Work Schedule

- .1 The Work should be substantially performed by October 27, 2023.
- .2 **Provide schedule of work included to achieve required schedule and anticipated progress stages to final completion of the work.**
- .3 Interim reviews of work progress based on work schedule will be conducted as decided by Consultant and schedule updated by Contractor in conjunction with and to approval of Owner and Consultant.

1.8 Material & Equipment

- .1 Products specified by manufacturer's name, brand name or catalogue reference shall be the basis of the bid and shall be supplied for the Work without exception in any detail, subject to allowable substitutions as specified.
- .2 Where several proprietary products are specified, any one of the several will be acceptable.
- .3 For products specified by reference standards, the onus shall be on the supplier to establish that such products meet reference standard requirements. The Consultant may require affidavits from the supplier, as specified in Article 3 of this Section or inspection and testing at the expense of the supplier, or both, to prove compliance. Products exceeding minimum requirements established by reference standards will be accepted for the Work if such products are compatible with and harmless to Work with which they are incorporated.

1.9 Progressive Cleaning

- .1 Maintain the Work in tidy condition, free from accumulation of waste products and debris.
- .2 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .3 Remove waste material and debris from the site and deposit in waste container at the end of each working day.
- .4 Clean exterior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

1.10 Cost Breakdown

- .1 Before submitting first progress claim submit breakdown of Contract price in detail for approval by Consultant. After approval by Consultant cost breakdown will be used as basis for progress payment.

1.11 Contractor's Use of Site

- .1 Use of site limited to the following:
 - .1 Public access to all commercial and all fire exit doorways, is to be maintained at all times.
 - .2 Materials may be stored in an area as approved by the Owner.
 - .3 Parking is not available on site.
- .2 Contractor to make arrangements for connections for electricity, if demand exceeds safe use of Owners power, and telephone as required for temporary use during construction. Location to approval of Owner. Maintain all temporary facilities. See also Section 01510 - Temporary Utilities.
- .3 Do not unreasonably encumber site with materials or equipment.
- .4 Maintain public sidewalks and roads clear of construction materials and debris, as per authorities having jurisdiction.
- .5 Move stored products or equipment which interfere with the operations of the Owner.

1.12 Project Meetings

- .1 See Section 013110 Project Coordination.

1.13 Submittals

- .1 See 01 33 00 Submittals

1.14 Quality Control

- .1 The Owner and the Consultant shall have access to the Work at all times.
- .2 Give timely notice for review if Work is designated for special tests or particular installation.

1.15 Setting Out of Work

- .1 Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
- .2 Provide devices needed to lay out and construct work.

1.16 Cutting and Patching

- .1 Cut and patch as required to make work fit.
- .2 Make cuts with clean, true, smooth edges.
- .3 Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work as close as possible, to approval of Consultant.
 - .1 Make good materials, and prepare surfaces and refinish all finished surfaces damaged, marred, replaced, or otherwise remedied in the existing building.

1.17 Alterations, Additions or Repairs

- .1 Execute work with least possible interference or disturbance to occupants, public and normal use of premises. Arrange with Owner to facilitate execution of work.
- .2 Provide temporary barriers, warning signs in locations where renovation and alteration work is adjacent to areas used by the public or tenants.
- .3 Where security has been reduced by work of Contract, provide temporary means to maintain security.

1.18 Additional Drawings

- .1 The Consultant may furnish additional drawings for clarification. These additional drawings have same meaning and intent as if they were included with plans referred to in Contract documents.

1.19 Regulatory Agencies, Safety, Fire Prevention and Protection

- .10 Safety Document Submission:
 - .1 Prior to commencement of Work and delivery of material on-site, submit to the Consultant, in writing, documentation detailing the methods and procedures to be implemented ensuring adherence to the acts, regulations, codes and policies specified in this paragraph.
 - .2 The Safety document submission must include information detailing the methods and procedures to:
 - .1 ensure the health and safety of persons at or near the Work
 - .2 ensure the measures and procedures of the regulatory agencies specified are carried out.
 - .3 To ensure every employee, self-employed person and employer performing Work under this contract complies with the regulatory agencies specified.
 - .3 Prior to commencement of Work and delivery of material on-site, submit to the Owner, in writing, documentation that the employees working on this project have met training requirements as legislated by the New Brunswick Occupational Health and Safety Act and its Regulations.

END OF SECTION

PART 1 - GENERAL

1.1 Description of Work

- .1 Existing glazing to be remove and replaced with new units as indicated.

1.2 Sequencing of Work

- .1 The rationale is to limit the downtime, that the public circulation through this area, to the least amount of time possible.
- .2 A construction schedule to be approved by a city representative and the consultant prior to the work commencing.
- .3 At the end of each day no window units to be left open.
- .4 Station Street traffic will need to be redirected. There are 4 lanes only two can be closed at any given time. The other two lanes became two-way traffic. Proper signage barricades and pylons to be provided.

END OF SECTION

PART 1 - GENERAL

1.1 Cooperation

- .1 Individual contractors for the work of each trade shall carry out and complete their work with every reasonable cooperation with the Owners and the Contractors of all other trades working in the building or on the premises.
- .2 All trade work must keep pace with the general contract work and any trade causing delays and additional expense shall be responsible for such charges.

1.2 Allocation of Responsibility

- .1 Unless otherwise instructed, it shall be the responsibility of the General Contractor to coordinate work of all trades. The responsibility for determining which subcontractor or supplier shall supply labour, material, equipment, services, allowances, protection to complete the work, specified under the various sections, rests solely with the General Contractor.

END OF SECTION

PART 1 - GENERAL

1.1 Requirements Included

- .1 Scheduled preconstruction and progress meetings.

1.2 Related Requirements

- .1 Project Coordination: Section 01 31 10

1.3 Administrative

- .1 Schedule and administer project meetings throughout the progress of the work.
- .2 Prepare agenda for meetings.
- .3 Distribute written notice of each meeting four days in advance of meeting date to the Architect and Owner.
- .4 Preside at meetings.
- .5 Record the minutes. Include significant proceedings and decisions. Identify 'action by' parties.
- .6 Reproduce and distribute copies of minutes within three days after each meeting and transmit to meeting participants, and affected parties not in attendance.
- .7 Representatives of contractor, subcontractor and suppliers shall attend these meetings and shall be qualified and authorized to act on behalf of the party each represents.

1.4 Preconstruction Meetings

- .1 Within 15 days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.
- .2 Representatives of the Owner, Architect, Contractor, major Subcontractors, field inspectors and supervisors shall be in attendance.
- .3 Establish time and location of meeting and notify parties concerned minimum 5 days before meeting.
- .4 Agenda to include the following:
 - .1 Appointment of official representative of participants in the work.
 - .2 Schedule of work, progress scheduling (Section 01 31 10).
 - .3 Schedule of submission of shop drawings, samples, colour chips, (Section 01 03 00).
 - .4 Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences (Section 01 52 10).
 - .5 Delivery schedule of specified equipment (Section 01 31 10).
 - .6 Site security (Section 01 52 10).
 - .7 Contemplated Change Orders, Change Orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements (CCCA).
 - .8 Owner provided products.
 - .9 Record Drawings (Section 01 70 00).
 - .10 Maintenance Manuals (Section 01 70 00).
 - .11 Take over procedures, acceptance, warranties (Section 01 70 00).
 - .12 Monthly progress claims, administrative procedures, photographs, holdbacks (CCCA).
 - .13 Appointment of inspection and testing agencies or firms (Section 01 45 00).
 - .14 Insurances, transcript of policies (CCCA).

1.5 Progress Meetings

- .1 During course of work and two weeks prior to project completion, schedule progress meetings bi-weekly.
- .2 Contractor, major subcontractors involved in work, Architect, and Owner's representative are to be in attendance.
- .3 Notify parties minimum 5 days prior to meetings.
- .4 Record minutes of meetings and circulate to attending parties and affected parties not in attendance within three days of meeting.
- .5 Agenda to include the following:
 - .1 Review and approval of minutes of previous meeting.
 - .2 Review of work progress since previous meeting.
 - .3 Field observations, problems, conflicts.
 - .4 Problems which impede construction schedule
 - .5 Review of off site fabrication delivery schedules.
 - .6 Corrective measures and procedures to regain projected schedule.
 - .7 Revision to construction schedule.
 - .8 Progress, schedule, during succeeding work period.
 - .9 Review submittal schedules, expedite as required.
 - .10 Maintenance quality standards.
 - .11 Pending changes or substitutions.
 - .12 Review proposed changes for effect on construction schedule and on completion date.

END OF SECTION

PART 1 - GENERAL

1.1 Requirements Included

- .1 Schedule, form content.
- .2 Staged/phased construction.
- .3 Schedule revisions.

1.2 Schedules Required

- .1 Submit the following schedules:
 - .1 Construction progress schedule.
 - .2 Submit schedule for shop drawings and product data.
 - .3 Submittal schedule for samples.
 - .4 Product delivery schedule.

1.3 Format

- .1 Prepare schedule in the form of a horizontal bar chart.
- .2 Provide a separate bar for each trade or operation.
- .3 Provide horizontal time scale identifying the first work day of each week.
- .4 Format for listings: the chronological order of the start of each item of work.
- .5 Identification of listings: by specification subjects.

1.4 Construction Progress Schedule

- .1 Include the complete sequence of construction activities.
- .2 Include the dates for the commencement and completion of each major elements of construction.
- .3 Show projected percentage of completion for each item as if the first day of each month.
- .4 Indicate progress of each activity to date of submission of schedule.
- .5 Show changes occurring since previous submission of schedule:
 - .1 Major changes in scope.
 - .2 Activities modified since previous submission.
 - .3 Revised projections of progress and completion.
 - .4 Other identifiable changes.
- .6 Provide a narrative report to define:
 - .1 Problem areas, anticipated delays, and the impact on the schedule.
 - .2 Corrective action recommended and its effect.
 - .3 The effect of changes on schedules of other prime contractors.

1.5 Submittals Schedule

- .1 Include schedule for submitting shop drawings, product data, samples.
- .2 Indicate dates for submitting, review time, resubmission time, float time, last date for meeting fabrication schedule.
- .3 Include dates when delivery will be required for the Owners= furnished products.
- .4 Include dates when reviewed submittals will be required from the Architect.

1.6 Staged/Phased Construction

- .1 Prepare and submit sub-schedules for each separate stage of work specified in Section 01 32 00.
- .2 Provide sub-schedules to define critical portions of prime concern to master schedule.
- .3 Describe start and stop times, float time, affected other work.

END OF SECTION

PART 1 - GENERAL

1.1 Requirements Included

- .1 Shop drawings and product data.
- .2 Samples.
- .3 Operating and maintenance manuals.
- .4 Record drawings.
- .5 Certificates and transcripts.

1.2 Related Requirements

- .1 Submission of schedules: Section 01 32 00
- .2 Submission of manufacturer's instructions: Section 01 33 00
- .3 Submission of contract closeout documents: Section 01 70 00

1.3 Administrative

- .1 Submit to Architect submittals listed for review. Submit with reasonable promptness and in an orderly sequence so as to not cause delay in the work. Failure to submit in ample time is not considered sufficient reason for an extension of contract time and no claim for extension by reason of such default will be allowed.
- .2 Work affected by the submittals shall not proceed until review is complete.
- .3 Review submittals prior to submission to the Architect. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the work and the contract documents. Submittals not stamped, signed, dated and identified as to the specific project will be returned without being examined and shall be considered rejected. Submittals not complete as required by each section of the work that are returned stamped "revise and resubmit", may warrant costs credited against the contract for additional review services by Consultants.
- .4 Verify field measurements and affected adjacent work are coordinated, prior to making submission.
- .5 Contractor's responsibility for errors and omissions in submission is not relieved by Architect's review of submittals.
- .6 Contractor's responsibility for deviations in submission from requirements of contract documents is not relieved by Architect's review.
- .7 Keep one reviewed copy of each submission on site.

1.4 Shop Drawings and Product Data

- .1 The term shop drawings means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the contractor to illustrate details of a portion of the work. Provide information in the same measure as drawings and specifications.

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- .2 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of the Section under which the adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
 - .3 Adjustments made on shop drawings by the Architect are not intended to change the contract price. If adjustments affect the value of work, state such in writing to the Architect prior to proceeding with the work.
 - .4 Make changes in shop drawings as the Architect may require, consistent with contract documents. When resubmitting, notify the Architect in writing of any revisions other than those requested.
 - .5 Submit one transparency and six (6) prints of shop drawings for each requirement requested in specification sections and as the Architect may reasonably require.
 - .6 Submit six (6) copies of product data sheets or brochures for requirements requested in specification sections and as the Architect may reasonably request where shop drawings will not be prepared due to standardized manufacture of product.
 - .7 If upon review by the Architect, no error or omissions are discovered or if only minor corrections are made, the transparency will be returned and fabrication and installation of work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through the same procedure indicated above, shall be performed before fabrication and installation work may proceed.

1.5 Samples

- .1 Submit for review samples in duplicate as requested in respective specification sections. Label samples as to origin and intended use in the work.
- .2 Deliver samples prepaid to Architect's business address.
- .3 Notify the Architect in writing, at the time of submission of deviations in samples from requirements of contract documents.
- .4 Adjustments made on samples by the Architect are not intended to change the contract price. If adjustments affect the value of work, state such in writing to the Architect prior to proceeding with the work.
- .5 Make changes in samples which the Architect may require, consistent with contract documents.

1.6 Operation and Maintenance Manuals

- .1 Two weeks prior to substantial performance of the work, submit to the Architect, 1 hard copy of operation and maintenance manuals and one electronic copy.
- .2 Manuals to contain operational information on equipment, cleaning and lubrication schedules, filters, overhaul and adjustment schedules and similar maintenance information. Instructions in this manual shall be in simple language so as to guide the Owner in the proper operation and maintenance of building components.
- .3 Bind contents in a three ring, hard covered, plastic jacketed binder. Organize contents into applicable categories of work, parallel to specification sections.

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- .4 In addition to information specified, include the following:
 - .1 Title sheet, labelled "Operation and Maintenance Instructions", containing project name and date.
 - .2 List of names, addresses and phone numbers of subcontractors and suppliers who can effect repair or maintenance on equipment.
 - .3 List of contents.
 - .4 Final shop drawings and product data of equipment.
 - .5 Record drawings of mechanical and electrical installation.
 - .6 Full description of building systems and operation.

1.7 Record Drawings

- .1 Architect will provide two (2) sets of white prints for record drawing purposes.
- .2 Maintain project record drawings and record accurately significant deviations from contract documents caused by site conditions and changes ordered by Architect.
- .3 Mark changes in red.
- .4 The intent is to amend the contract documents where changes have occurred to produce a record set of "As-Builts" documents. Record any and all changes that have been constructed significantly differently from that indicated on all contract documents. Record information such as:
 - .1 Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvement.
 - .2 Field changes of dimension and detail.
 - .3 Changes made by Change Order or Field Order.
- .5 At completion of project and prior to interim inspection, neatly transfer notations to one clean set of prints. Each drawing shall be marked "As-Built", stamped, dated and signed by Contractor. Architect's stamps shall not appear. Deliver this clean, fully annotated set of prints to Architect for review and transmission to Owner at Interim Inspection.
- .6 Should the Owner, at his own expense, have reproducible copies prepared with all changes recorded on them, the Owner requires the Contractor to sign, stamp and date the reproducible set.

1.8 Certificates and Transcripts

- .1 Immediately after award of contract, submit Workers' Compensation Board status, transcription of insurances and specified bonding.

END OF SECTION

PART 1 - GENERAL

1.1 Related Sections

- .1 Instructions to Bidders: Section 00010.

1.2 References

- .1 New Brunswick Occupational Health and Safety Act (1983).
- .2 Canadian Hazardous Products Act.

1.3 Submittals

- .1 Make submittals in accordance with Section 01 33 00 - Submittals.
- .2 When requested by the Architect/Engineer, provide copies of the following:
 - .1 Site-specific hazard assessment.
 - .2 Contractor's safety policy.
- .3 Provide name of person designated as Health and Safety Supervisor.
- .4 Provide copies of accident and incident reports.
- .5 Submit valid copy of Contractor's WHSCC coverage prior to commencement of Work.
- .6 Submit copies of reports or directions issued by Federal, Provincial and Municipal health and safety inspectors.
- .7 Provide Material Safety Data Sheets (MSDS) for controlled products specified by the regulations made under the Hazardous Materials Act.

1.4 Compliance Requirements

- .1 Comply with NB Occupational Health and Safety (OHS) Act and its Regulations.

1.5 Authority Having Jurisdiction

- .1 The OHS Act is enforced by the Workplace Health, Safety and Compensation Commission (WHSCC) of New Brunswick.

1.6 Safety Requirements

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial and local statutes, regulations, and ordinances.

1.7 Environmental Requirements

- .1 Comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding the use, handling, storage and disposal of hazardous materials, and regarding the labelling and provision of MSDS data sheets.

1.8 Health and Safety Supervisor

- .1 Designate an employee who, in addition to their regular duties, will act as Health and Safety Supervisor, and be;
 - .1 Responsible for implementing, enforcing and monitoring health and safety provisions.

1.9 Posting of Documents

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of New Brunswick.

1.10 Correction of Non-Compliance

- .1 Immediately address health and safety non-compliance issues identified by WHSCC, Architect/Engineer, Federal, Provincial and Municipal health and safety inspectors.
- .2 Provide Architect/Engineer with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Architect/Engineer may stop Work if non-compliance of health and safety regulations is not corrected.

1.11 Powder Actuated Devices

- .1 Use powder actuated devices only after receipt of written permission from Architect/Engineer.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 Requirements Included

- .1 Inspection and testing, administrative and enforcement requirements.

1.2 Related Requirements

- .1 Submission of samples to confirm product quality: Section 01 33 00
- .2 Material and workmanship quality, reference standards: Section 01 60 10

1.3 Inspection

- .1 The Architect shall have access to the work. If parts of the work are in preparation at locations other than the place of the work, access shall be given to such work whenever it is in progress.
- .2 Give timely notice requesting inspection if work is designated for special tests, inspections or approvals by Architect instructions, or the law of the place of the work.
- .3 If the contractor covers or permits to be covered work that has been designated for special tests, inspections or approvals before such is made, uncover such work, have the inspections or tests satisfactorily completed and make good such work.
- .4 The Architect may order any part of the work to be examined if such work is suspected to be not in accordance with the contract documents. If, upon examination such work is found not in accordance with the contract documents, the Owner will pay the cost of examination and replacement.

1.5 Access to Work

- .1 Allow inspection/testing agencies access to the work, offsite manufacturing and fabrication plants.
- .2 Cooperate to provide reasonable facilities for such access.

1.6 Procedures

- .1 Notify appropriate agency and Architect in advance of the requirement for tests, in order that attendance arrangements can be made.
- .2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in the work.
- .3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

1.7 Rejected Work

- .1 Remove defective work, whether the result of poor workmanship, use of defective products or damage and whether incorporated in the work or not, which has been rejected by the Architect as failing to conform to the contract documents. Replace or re-execute in accordance with the contract documents.
- .2 Make good other Contractor's work damaged by such removals or replacements promptly.

- .3 If in the opinion of the Architect it is not expedient to correct defective work or work not performed in accordance with the contract documents, the Owner may deduct from the contract price the difference in value between the work performed and that called for by the contract documents, the amount of which shall be determined by the Architect.

1.8 Reports

- .1 Submit 4 copies of inspection and testing reports promptly to the Architect.
- .2 Provide copies to subcontractor or work being inspected/tested.

1.9 Mock-up

- .1 Prepare mock-up for work specifically requested in the specifications. Include for work of all sections required to provide mock-ups.
- .2 Construct in all locations as specified in specific section.
- .3 Prepare mock-up for Consultant review with reasonable promptness and in an orderly sequence, so as not to cause any delay in the work.
- .4 Failure to prepare mock-up in ample time is not considered sufficient reason for an extension of contract time and no claim for extension by reason of such default will be allowed.
- .5 If requested, the Consultant will assist in preparing a schedule fixing the dates for preparation.

1.10 Mill Tests

- .1 Submit mill test certificates as required of the specification sections.

END OF SECTION

PART 1 - GENERAL

1.1 General Description

- .1 Work Included:
 - .1 Provide all temporary facilities and controls as required for the work including but not limited to: field offices and sheds, temporary utilities, security, temporary barriers, temporary access, temporary safety measures, construction aids, temporary controls.
- .2 Related Work Specified Elsewhere:
 - .1 Ladders, planks, stagings, hoists and similar items normally furnished by the individual trades for their work (except such items shall comply with pertinent safety regulations specified herein).
 - .2 Installation and hookups of permanent utilities.
- .3 Installation, Maintenance and Removal:
 - .1 Perform temporary installations as specified and in accordance with applicable codes and safety regulations.
 - .2 Make temporary connections to existing utility systems with minimum disruption of existing services. Provide alternate service where necessary.
 - .3 Maintain temporary facilities and controls in substantial and safe condition throughout the progress of the work.
 - .4 Maintain temporary facilities and controls as long as necessary for the safe and proper completion of the work. Remove such items as progress of the work permits or as directed by the Architect.

1.3 Temporary Utilities

- .1 Temporary Sanitary Facilities:
 - .1 Provide temporary, clean and suitable sanitary facilities.

1.4 Security

- .1 Generally:
 - .1 During the entire construction period, comply with the requirements of the conditions specified under this Section for Security, Safety and Fire regulations as well as the requirements pertaining thereto, specified throughout the contract documents.
 - .2 Whenever a conflict occurs between the requirements of this Section and the remainder of the Contract Documents, the more stringent requirements or regulation shall govern.
 - .3 The Owner's "Non-Smoking" regulations shall be adhered to by the contractor and his personnel (ie: No Smoking in Building).
- .2 Safety Hats:
 - .1 Do not allow workmen or visitors on the site without wearing a safety hat, safety eye protection or proper footwear. Maintain on the site a minimum of six (6) approved, clean safety hats for the use of visitors.
- .3 Fire Extinguishers:
 - .1 Furnish and maintain temporary fire extinguishers during the work as required for adequate fire safety and to meet applicable codes and regulations.
- .4 Storage and Rubbish Removal:
 - .1 Remove rubbish daily from the premises between the hours of 17:00 and 07:30 the following day.
 - .2 Remove immediately flammable materials used in packing, empty paint containers and other flammable material.
 - .3 Do not store paints, varnishes and volatile oils in or adjacent to the building.
- .5 Overloading:

.1 Do not overload the structure, furnish and install temporary shoring as required.

.6 Welding Watch:

.1 Notify the Owner and pay all costs for the Owner to provide a "welding watch" during all welding operations.

1.5 Barriers/Safety Measures

.1 Furnish and maintain temporary legal fencing, hoardings, sheeting, shoring, barricades, lights and warning signs as required for safety during the work.

.2 Comply with the requirements of the N.B. Industrial Safety Code, the NBC and all local bylaws and regulations.

.3 Provide temporary railings, and shaft protection to protect openings through slabs.

.4 Provide dust proof partitions as indicated on drawings.

1.6 Construction Aids

.1 Furnish and maintain temporary scaffolding, hoists, stairs, ladders, runways, derricks, chutes, etc. as required for the proper and safe execution of the work.

.2 Comply with the N.B. Industrial Safety Code, the NBC and all local bylaws and regulations for all such apparatus and equipment.

1.7 Access and Parking

.1 Parking Areas: Parking can be within closed off street lanes. See section 01 03 00

END OF SECTION

PART 1 - GENERAL

1.1 Work Included

- .1 Reference standards.
- .2 Product quality, availability, storage, handling, protection, transportation.
- .3 Manufacturer's instructions.
- .4 Workmanship, coordination and fastenings.
- .5 Existing facilities.
- .6 Whenever products are named in the specification, only products named in the specification or in issued addenda will be acceptable for use on this project.

1.2 Related Sections

- .1 Quality Control: Section 01 45 00

1.3 Reference Standards

- .1 Within the text of the specifications, reference may be made to the following standards:

ANSI	- American National Standards Institute
ASTM	- American Society of Testing & Materials
CGSB	- Canadian General Standards Board
CLA	- Canadian Lumberman's Association
CSA	- Canadian Standards Association
NAAMM	- National Association of Architectural Metal Manufacturers
NBC	- National Building Code
ULC	- Underwriters' Laboratories of Canada
- .2 Conform to these standards, in whole or in part as specifically requested in the specifications.
- .3 If there are questions as to whether any product or system is in conformance with applicable standards, the Architect reserves the right to have such products or systems tested to prove or disprove conformance.
- .4 The cost for such testing will be borne by the Owner in the event of conformance with Contract Documents or by the Contractor in the event of non-conformance.
- .5 Conform to latest date of issue of referenced standards in effect on date of submission of bids, except where a specific date or issue is specifically noted.

1.4 Quality

- .1 Products, materials, equipment and articles (referred to as products throughout the Specification) incorporated in the work shall be new, not damaged or defective, and of the best quality (compatible with specification) for the purpose intended. If requested, furnish evidence as to type, source and quality of products provided.
- .2 Defective products, whenever identified prior to the completion of work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is a precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
- .3 Should any dispute arise as to the quality or fitness of products, the decision rests with the Architect based upon the requirements of the Contract Documents.

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- .4 Unless otherwise indicated in the Specification, maintain uniformity of manufacture for any particular or like item throughout the Contract.
 - .5 Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.

1.5 Availability

- .1 Immediately upon signing contract, review product delivery requirements and anticipate foreseeable supply delays for any items. If delays in supply of products are foreseeable, notify the Architect of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of work.
- .2 In the event of failure to notify the Architect at commencement of work and should it subsequently appear that work may be delayed for such reason, the Architect reserves the right to substitute more readily available products of similar character, at no increase in contract price.

1.6 Storage, Handling and Protection

- .1 Handle and store products in a manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- .2 Store packaged or bundled products in original and undamaged condition with manufacturer's seals and labels intact. Do not remove from packaging or bundling until required in the work.
- .3 Store products subject to damage from weather in weatherproof enclosures.
- .4 Store cementitious products clear of earth or concrete floors, and away from walls.
- .5 Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.
- .6 Store sheet materials, lumber and other weather sensitive materials on flat, solid supports and keep clear of ground. Slope to shed moisture.
- .7 Store and mix paints in a heated and ventilated room. Remove oily rags and other combustible debris from site daily. Take every precaution necessary to prevent spontaneous combustion.
- .8 Remove and replace damaged products at own expense and to the satisfaction of the Architect.

1.7 Transportation

- .1 Pay costs of transportation of products required in the performance of work.
- .2 Transportation cost of products supplied by the Owner will be paid for by the Owner. Unload, handle and store such products.

1.8 Manufacturer's Instructions

- .1 Unless otherwise indicated in the Specification, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- .2 Notify the Architect, in writing, of conflicts between the specification and manufacturer's instructions, so that the Architect may establish the course of action.

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- .3 Improper installation or erection of products, due to failure in complying with these requirements, authorizes the Architect to require removal and reinstallation at no increase in Contract Price.

1.9 Workmanship

- .1 Workmanship shall be the best quality, executed by workers experienced and skilled in the respective duties for which they are employed. Immediately notify the Architect if required work is such as to make it impractical to produce required results.
- .2 Do not employ any unfit person or anyone unskilled in their required duties. The Architect reserves the right to require the dismissal from the site, workers deemed incompetent, careless, insubordinate or otherwise objectionable.
- .3 Decisions as to the quality or fitness of workmanship in cases of dispute rest with the Architect, whose decision is final.

1.10 Coordination

- .1 Ensure cooperation of workers in laying out work. Maintain efficient and continuous supervision.
- .2 Be responsible for coordination and placement of openings, and accessories.

1.11 Remedial Work

- .1 Perform all cutting and remedial work required to make all parts of this work come together.
- .2 Should work performed outside this contract necessitate cutting and/or remedial work to this work, the cost of such work will be the subject of a Change Order issued by the Architect.
- .3 Perform cutting and remedial work using specialists familiar with the materials affected. Perform in a manner neither to damage nor to endanger any portion of work and carry out no cutting or remedial work to the work of other trades.

1.12 Fastenings

- .1 Provide metal fastenings and accessories in same texture, colour and finish as adjacent materials, unless indicated otherwise.
- .2 Prevent electrolytic action between dissimilar metals and materials.
- .3 Use noncorrosive hot dip galvanized steel fasteners and anchors for securing exterior work, unless stainless steel or other material is specifically requested in the affected specification Section.
- .4 Space anchors within their load limit or shear capacity and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs are not acceptable.
- .5 Keep exposed fastenings to a minimum, space evenly and install neatly.
- .6 Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.

1.13 Protection or Work in Progress

- .1 Adequately protect work completed or in progress. Work damaged or defaced due to failure in providing such protection is to be removed and replaced, or repaired, as directed by the Architect, at no increase in contract

price.

- .2 Prevent overloading of any part of the building. Do not cut, drill or sleeve any load bearing structural member, unless specifically indicated, without written approval of Architect.

END OF SECTION

PART 1 - GENERAL

1.1 Requirements Included

- .1 Final cleaning.
- .2 Systems demonstration.
- .3 Document submission.
- .4 Project commissioning.
- .5 Inspection and takeover procedures.

1.2 Related Requirements

- .1 Submission of record drawings: Section 01 33 00
- .2 Operating/Maintenance Manuals: Section 01 33 00
- .3 Progressive site cleaning: Section 01 45 00
- .4 General Conditions of the Contract: Fiscal provisions, legal submittals, and other administrative requirements.

1.3 Final Cleaning

- .1 When the work is substantially performed, remove surplus products, tools, construction machinery and equipment not required for the performance of the remaining work.
- .2 Remove waste products and debris other than that caused by the Owner, other contractors or their employees, and leave the work clean and suitable for occupancy by the Owner.
- .3 When the work is totally performed, remove surplus products, tools, construction machinery and equipment. Remove waste products and debris other than that caused by the Owner.
- .4 Remove waste materials and debris from the site at regularly scheduled times or dispose of as directed by the Architect. Do not burn waste materials on site.
- .5 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .6 Leave the work broom clean before the inspection process commences.
- .7 Clean and polish glass. Replace broken, scratched or disfigured glass.
- .8 Remove stains, spots, marks and dirt from, walls, and floors.
- .9 Vacuum clean and dust building interiors, behind grilles, louvres and screens.
- .10 Clean floor finishes, as recommended by the manufacturer, no waxing.
- .11 Inspect finishes, fitments and equipment and ensure specified workmanship and operation.

1.4 Documents

- .1 Collect reviewed submittals (Section 01 33 00) and assemble documents executed by subcontractors, suppliers and manufacturers.
- .2 Submit material prior to final application for payment. For equipment put into use with Owner's permission during construction, submit within 10 days after start up. For items of work delayed materially beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
- .3 Provide warranties and bonds fully executed and notarized.
- .4 Execute transition of Performance and Labour and Materials Payment Bond to warranty period requirements.
- .5 Submit a final statement of accounting giving total adjusted contract sum, previous payments, and monies remaining due.
- .6 Architect will issue a final change order reflecting approved adjustments to contract sum not previously made.

1.5 Project Commissioning

- .1 Expedite and complete deficiencies and defects identified by the Architect.
- .2 Review maintenance manual contents (operating, maintenance instructions, record "as-built" drawings, spare parts, materials) for completeness.
- .3 Review change orders, holdbacks and other contract price adjustments.
- .4 Submit required documentation such as Statutory Declarations, Workers' Compensation Certificates, Warranties, Certificates of Approval or acceptance from regulating bodies.
- .5 Review inspection and testing reports to verify conformance to the intent of the documents and that changes, repairs or replacements have been completed.
- .7 Meet with Architect, to coordinate completion, testing approvals.
- .8 Arrange and coordinate instruction of Owner's staff in care, maintenance and operation of building systems and finishes by suppliers or subcontractors.
- .9 When partial occupancy of uncompleted project is required by the Owner, coordinate Owner's uses, requirements, access, with contractor's requirements to complete project.
- .10 Coordinate Owner's moving in of staff, furnishings, equipment with building accessibility, traffic, and contractor's and subcontractor cleaning up and completion activities all to suit Owner's work schedule and not disrupt Owner's activities.
- .11 Provide ongoing review, inspection and attendance to building call back, maintenance and repair problems during the warranty periods.

1.6 Inspection/Takeover Procedures

- .1 If the project has been completed in accordance with the terms of the Contract and there are no outstanding deficiencies, a Final Inspection shall be held and a Final Certificate of Performance shall be issued to the Owner by the Architect.

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- .2 When the work is substantially complete but there are still outstanding deficiencies, the Owner may accept the building on the basis of a Certificate of Substantial Performance.
 - .3 Where the work is taken over on an Certificate of Substantial Performance, the following shall take place:
 - .1 When the Architect determines that the work is close to substantial completion, a review is carried out by the Contractor to list deficiencies to be repaired or reinstated prior to arranging a Review to determine Substantial Performance. At this inspection, the Contractor shall submit to the Architect "As-Built" record drawings for review and presentation to the Owner at Review for Substantial Performance.
 - .2 A date for the Substantial Performance Review shall be agreed upon to permit the Owner to check the work and to add deficiencies which may have been overlooked in previous reviews.
 - .3 Change Orders, which are part of the Contract, must be completed by this date. Any outstanding Change Orders shall be processed at this time.
 - .4 When the Contractor has completed the items reviewed from the first inspection and considers the work substantially completed, the Contractor shall in consultation with the Architect, establish a mutually agreed date and time for the Review for Substantial Performance.
 - .5 Ten days prior to the Review for Substantial Performance, the Contractor will notify, in writing, the following: Architect, Owner, Sub-Contractors to the project, that the contract is complete and ready for the Review for Substantial Performance. These parties, or their representative, must be present at this review.
 - .6 During the review, the Architect will prepare a deficiency list.
 - .7 Immediately after the review the Architect, Owner's representatives and the Contractor will determine the amount of money to be held back against repair or restitution of these deficiencies. A completion date shall also be established.
 - .8 If there are too many deficiencies, as determined by the Architect, the Owner's representative may reject this review and request a second review at a later date. The cost associated with arranging for a second review will be borne by the Contractor.
 - .9 Following the review, the Architect shall forward to the Owner confirmation of the inspection, a copy of the Certificate of Substantial Performance with list of deficiencies showing the amount of money held back for each deficiency. Copies shall be sent to the Contractor and Owner.
 - .10 After listed deficiencies are reported as repaired or reinstated, the Architect, Contractor and the Owner shall carry out a further review to confirm total completion. A Final Certificate of Completion will then be issued to the Owner.
 - .4 One year following the award of Substantial Performance, a review will be held to confirm the repair or restitution of deficiencies and defects and performance of warrantied items or systems. The Architect will advise the Owner by letter, thirty days in advance of year end, of the time and date for the review. On completion of this review the Architect will report his findings to the Owner with copies to the Contractor.

END OF SECTION

PART 1 - GENERAL

1.1 Submittals

- .1 Provide duplicate notarized copies of warranties called for in the applicable specifications Sections.
- .2 Refer to individual sections of the specifications for specific requirements of the warranties.
- .3 Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- .4 Provide a Table of Contents and assemble for inclusion in the Operation and Maintenance Manual specified in Section 01 70 00.
- .5 Submit warranties immediately after the issuance of the Certificate of Substantial Performance, to facilitate release of holdback monies.
- .6 For items of work delayed beyond the date of Substantial Performance, provide an updated submittal within ten (10) days after acceptance, listing the date of acceptance as the start of the warranty period.
- .7 If the validity of an extended warranty is related to proper maintenance and servicing of equipment, etc., provide full details in maintenance manuals.

1.2 Maintenance Service

1. Furnish service and maintenance of components indicated in specification sections for the specified time period commencing on the date of Substantial Performance.
2. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
3. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
4. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without the Owner's prior written consent.

END OF SECTION

PART 1 - GENERAL

1.1 Section Includes

- .1 Removal of existing construction to permit the construction of the new work. Extent of removals shall encompass everything required to facilitate the creation/construction of what is indicated and intended, as the new work.
- .2 Perform all removal of existing materials and assemblies and make good as indicated on the drawings and specified herein. Making good means restoration to the extent that the new work will be complete and finished in all respects.
- .4 Demolition notes on the drawings are provided to assist in establishing items to be removed to ensure the new work fits. The new work governs and demolition drawing notes and specifications are to be read in conjunction with the new work requirements.

1.2 Related Sections

- .1 Division 1: All Sections

1.3 Codes and Standards

- .1 Carry out demolition work in accordance with Canadian Construction Safety Code (latest edition), provincial and local codes, regulations and requirements of insurance carriers providing coverage for this work.
- .2 Comply with CSA S350-M1980 Code of Practice for Safety in Demolition of Structures.
- .3 Do welding in accordance with CSA W59-1984 unless specified otherwise.

1.4 Protection

- .1 Prevent movement, settlement or damage of adjacent construction. Make good damage and be liable for damage or injury caused by demolition.
- .2 Provide necessary shoring to protect construction adequately during the demolition process.
- .3 Take precautions to support structures and if safety of new or existing construction appears to be endangered, cease operations and notify Architect.
- .4 Provide protection from falling debris. Prevent debris from blocking services, exits, etc.
- .5 Provide protection to interior finishes.
- .6 Provide dust/noise and security protection. Refer to Division 1 requirements.
- .7 Protect existing items designated to remain, to be reinstalled and as noted for salvage.

1.5 Recording of Existing Conditions

- .1 Prior to demolition, take photographs and make notes to indicate existing conditions, to become familiar with the scope of demolition work.
- .2 Obtain signature of Owner's Representative on notes and photographs and submit two sets of copies to Architect/Engineer.

1.6 Restrictions on Dust, Noise

- .1 Comply with requirements of Division 1 to enable continuous occupancy of the facility.

1.7 On-Site Storage of Removal Items

- .1 Store, where directed by Owner, items designated for re-use in the renovation work or for use by the Owner otherwise.

1.8 Fees

- .1 Pay all required fees, including dumping fees. Store, where directed by Owner, items designated for re-use in the renovation work or for use by the Owner otherwise.

PART 2 - PRODUCTS

2.1 Materials

- .1 Unless otherwise specifically approved, use only new, solid lumber, utility grade or better plywood, to construct temporary barricades.
- .2 Materials for Falsework: to CSA S269.1-1975.
- .3 Materials for Scaffolding: to CSA S269.2-M1987.
- .4 Welding Materials: to CSA W59-1984.

PART 3 - EXECUTION

3.1 Preparation

- .1 Prior to beginning work, inspect all areas of the work and identify objects designated to be turned over to the Owner or to be re-used in renovation work.
- .2 Locate services which may be affected by demolition work and provide required protection. Disconnect services as required by the work using qualified tradesman.
- .3 Cooperate with the Owner, provide for continuous occupancy of existing building as specified under Division 1.
- .4 Comply with Dept. of Health regulations.

3.2 Demolition Work

- .1 Demolish and/or remove parts, assemblies and items of existing building as indicated and required, to permit and accommodate the construction and renovation work, and to complete the work of this Contract.
- .2 Remove and protect those items identified for reinstallation in the finished assembly or to be handed to the Owner for use otherwise.
- .3 Provide containers for the collection of demolished materials which will be discarded.
- .4 Remove existing equipment, finished construction, services and obstacles where required for refinishing or making good of existing surfaces to remain exposed and replace as work progresses.

-
- .5 At end of each day's work, leave work in safe condition so that no part or material is in danger of falling or of causing other hazard. Protect interiors from external elements at all times. Windows installed no openings.
 - .6 Demolish to minimize dusting. Provide dust barrier partitions, the purpose of which is to not permit the passage of any dust.
 - .7 Carefully remove and lower heavy objects.
 - .8 Do not disturb adjacent items and surfaces designated to remain in place, unless required to complete new work.

3.3 Disposal

- .1 Selling or burning of materials on site is not permitted.
- .2 Dispose of all demolished materials not designated for salvage or re-use in the work, off of property. Comply with authorities having jurisdiction.
- .3 Remove all debris from site; leave site in a neat, orderly condition. Tarp all containers.
- .4 Turn items over to the Owner where indicated at site. Comply with Architect/Engineers direction.
- .5 Remove items from building in designated area only or as directed by Architect/Engineer. Provide disposal chutes and dumpsters with suitable tarp coverings only where indicated and/or where approved by Architect/Engineer.

3.4 Miscellaneous Removals and Re-Installation

- .1 Remove all miscellaneous items noted and as required to carry out the work of this and other sections. Take precautions to prevent damage to items being re-installed. Remove fastenings. Patch fastener holes prior to the installation of new finishes.
- .2 Provide required fastenings. Reinstall unless noted otherwise. Use existing fastener holes where practicable. Drill new holes where required; do not use impact type tools. Reinstall items square, plumb and aligned true to building lines.

3.5 Removal of Existing Interior Finishes

- .1 Remove existing finishes to extent indicated, and as required by the work. Patch surfaces which will be exposed in finished work and make good.

3.6 General Patching and Making Good

- .1 Carry out patching and making good of assemblies and finish surfaces to remain in the completed work. Include all openings and damage caused by demolition work of all trades.
- .2 Blend patching with existing surfaces. Patching shall be better quality workmanship than adjacent surfaces being blended to.
- .3 Patch and restore openings and damage to finish surfaces which will remain exposed in the completed work.

3.7 Reinstallation of Removed Items

- .1 Reinstall existing items as indicated except where specified to be reinstalled under other sections.
- .2 Protect items for reinstallation. Restore finish where damaged. Re-adjust operating parts for correct operation. Modify as required to suit new work.

END OF SECTION

PART 1 - GENERAL

1.1 Section Includes

- .1 Remove and provide new glazing unit as indicated on drawing.
- .2 Remove and install new all face caps.

1.2 Related Work

- .2 Section 02 06 00 Selective Demolition

1.3 Reference Standards

- .1 IGMAC (Insulated Glass Manufacturers Association of Canada) - Quality Standard Specification.
- .2 GANA - Glazing Manual and Glazing Sealing Systems Manual.
- .3 CAN/CGSB 12.1-M90 - Tempered or Laminated Safety Glass.
- .4 CAN/CGSB 12.8-97 - Insulating Glass Units.
- .5 CAN/CGSB 12.11-M90 - Wired Safety Glass.

1.4 System Description

- .1 Glass and glazing materials of this section shall provide continuity of building enclosure air barrier and vapour retarder.
- .2 Size glass to withstand dead loads and positive and negative live loads acting normal to plane of glass.
- .3 Limit glass deflection to flexure limit of glass with full recovery of glazing materials, whichever is less.

1.5 Submittals

- .1 Submit in accordance with Section 01 33 00.
- .2 Glazing Schedule: Submit glazing schedule indicating installed locations of materials supplied by this Section for review by Architect at least 4 weeks prior to ordering materials of this Section but not before approval of submitted samples.
- .3 Product Data on Glass Types Specified: Provide structural, physical and environmental characteristics, size limitations, and special handling or installation requirements.
- .4 Samples: Submit two samples of each specified glazing type 300 x 300 mm in size, illustrating unit coloration and design. Mark each sample with glass type designation as specified by this Section.

1.6 Quality Assurance

- .1 Perform Work in accordance with GANA Glazing Manual and IGMAC for glazing installation methods.

- .2 Select glazing compounds and sealants in accordance with glass manufacturer's instructions.

PART 2 - PRODUCTS

2.1 Glass Materials

- .1 Glazing Units:
 - .2 GL1: Insulating Glass Unit, 25mm total thickness, for Exterior Windows.
 - .1 Outer Pane: Standard green tint tempered glass, 6 mm thick
 - .2 Interpane Space: 13 mm, argon gas filled, low conductivity spacers.
 - .3 Inner Pane: Clear tempered glass with hard coat low E, 6 mm thick.
 - .4 Acceptable Product: Prelco or approved equal.

2.2 Glazing Compounds

2.2.1 Materials

- .1 Extruded Aluminum: ASTM B221/B221M.
- .2 Sheet Aluminum: ASTM B209/B209M.
- .3 Fasteners: Stainless steel.

2.2.3 Curtain Wall Components

- .1 Existing Mullion Profile and Size: 64 mm face width x nominal 140 mm back section, unless greater depth required by design. Clear anodized finish.
- .2 Format: Outside glazed pressure plate format
 - .1 Pressure plate snap cap format: 20 mm cap depth; clear anodized finish.

2.3 Glazing Accessories

- .1 Channels, Framing and Retainers: Aluminum extrusions to capture glazing for partitions and smoke baffles. Profiles and sizes shown. Clear anodized finish unless noted otherwise.
- .2 Setting Blocks: Neoprene, EPDM or Silicone, 80 to 90 Shore A durometer hardness.
- .3 Spacer Shims: Neoprene, Silicone, 50 to 60 - Shore A durometer hardness.
- .4 Glazing Tape: Preformed butyl compound with integral resilient tube spacing device.
- .5 Glazing Splines: Resilient silicone extruded shape.

PART 3 - EXECUTION

3.1 Examination

- .1 Verify that openings for glazing are correctly sized, within tolerance and clean.

3.2 Preparation

- .1 Clean contact surfaces with solvent and wipe dry.
- .2 Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- .3 Prime surfaces scheduled to receive sealant.

3.3 Glazing Methods

- .1 Verify that selected sealants and glazing tapes are compatible.
- .2 Perform glazing as required by frame manufacturer to achieve specified performance criteria.
- .3 Completed exterior glazed assemblies to provide full perimeter air and vapour seal to the glazed frames and be pressure equalized.

3.4 Confirmation of Glazing Placement

- .1 Provide permanent id on glazing unit to indicate glazing type.
- .2 Provide certification that different glazing types have been installed in appropriate locations.

3.5 Testing

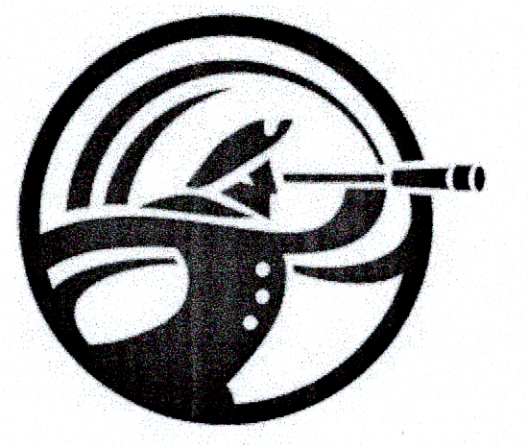
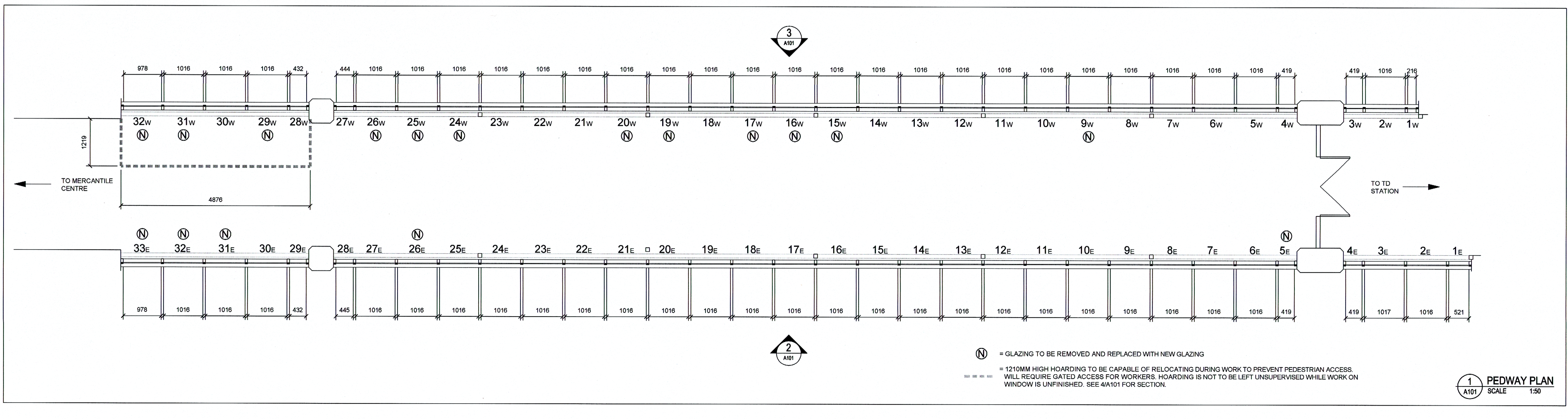
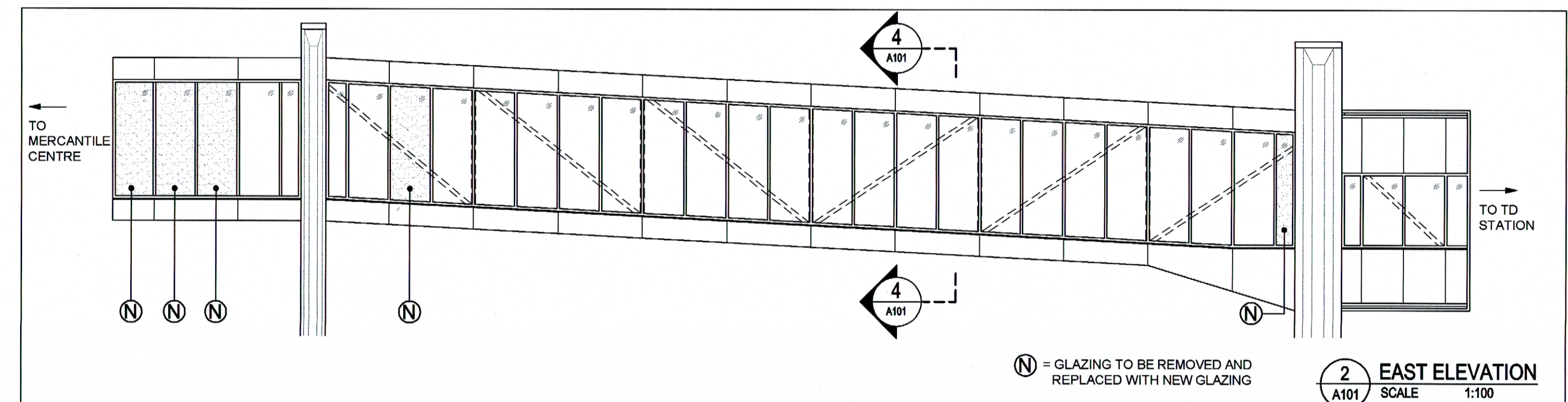
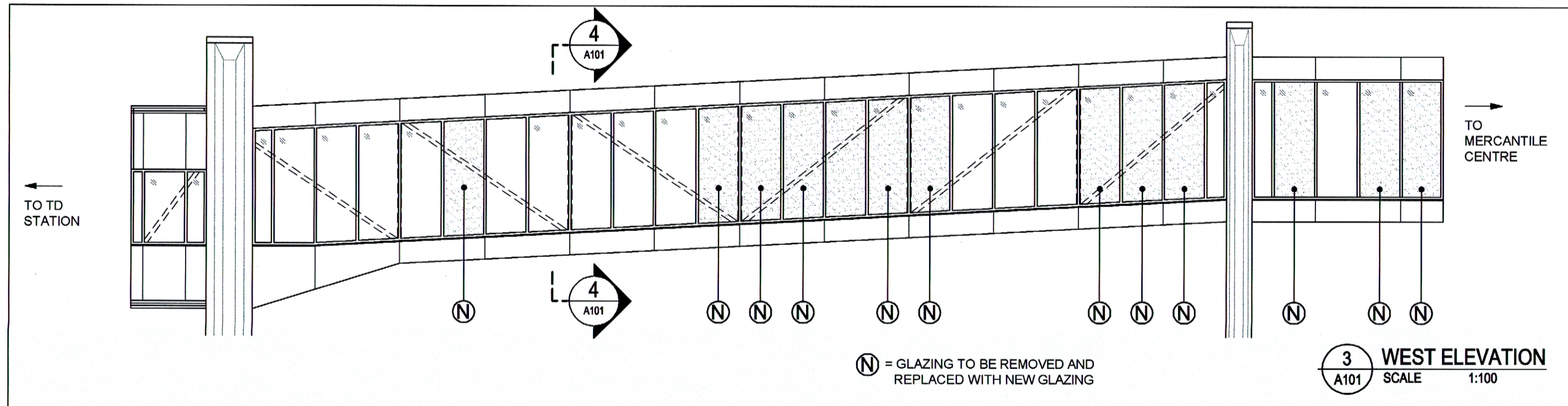
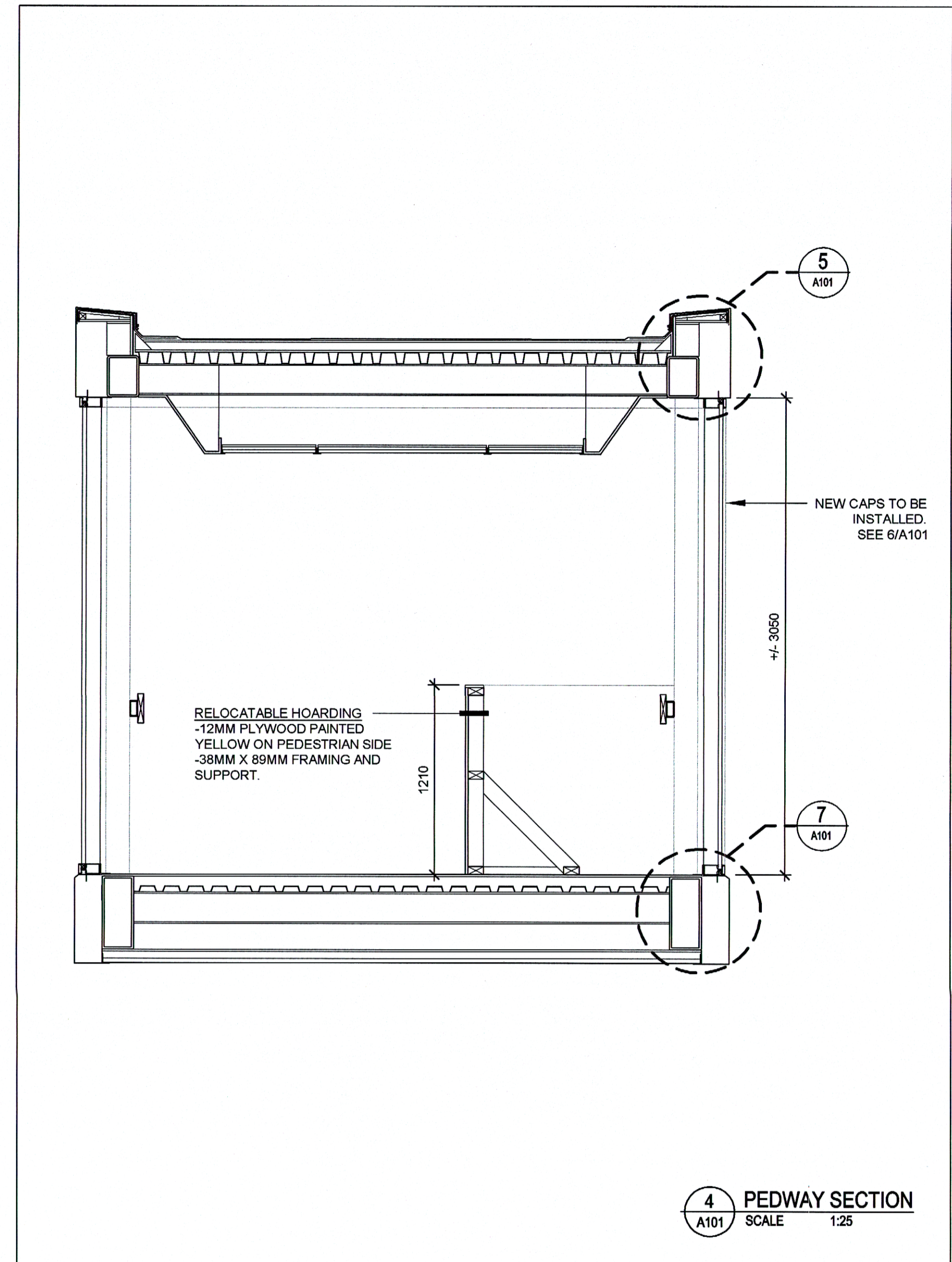
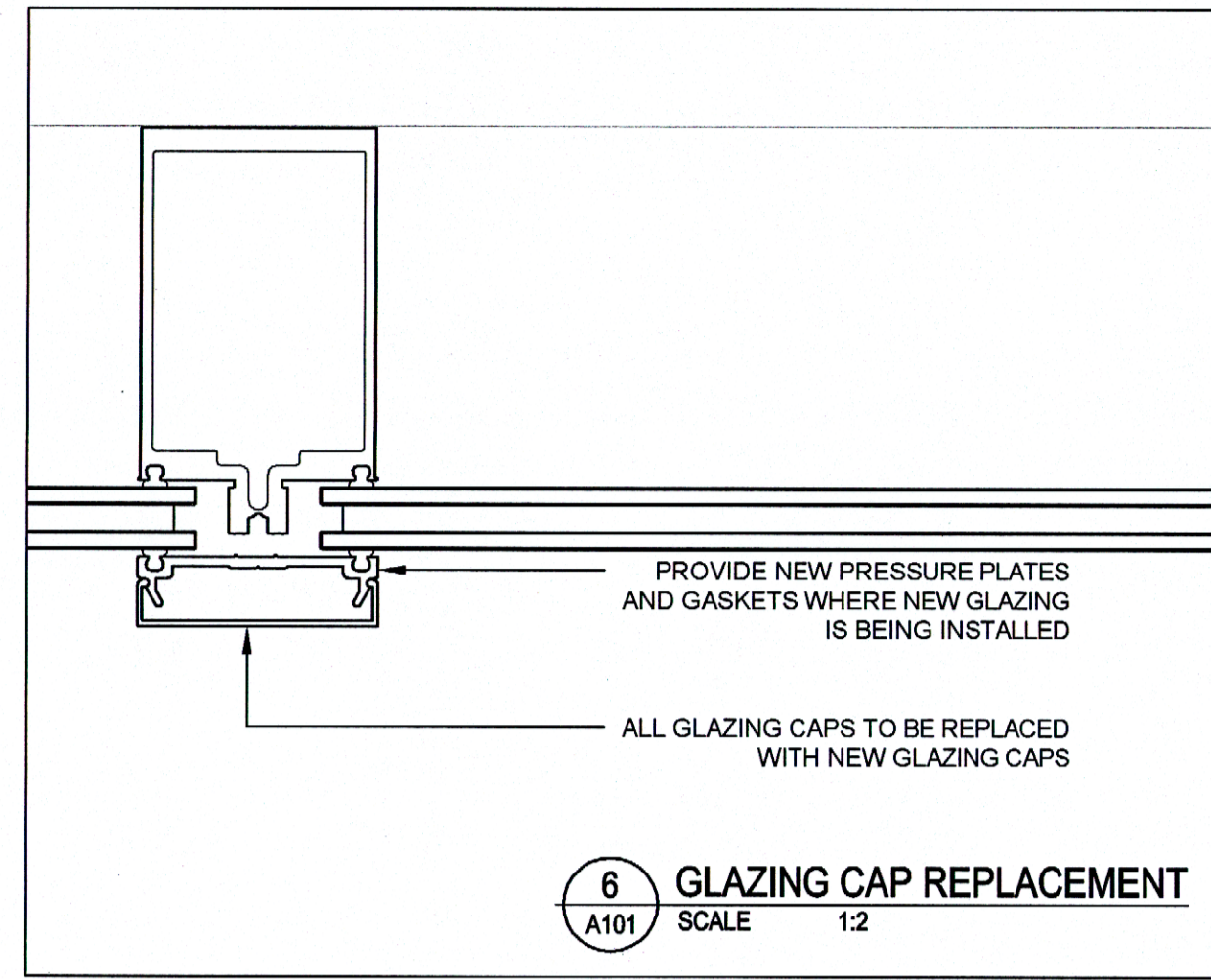
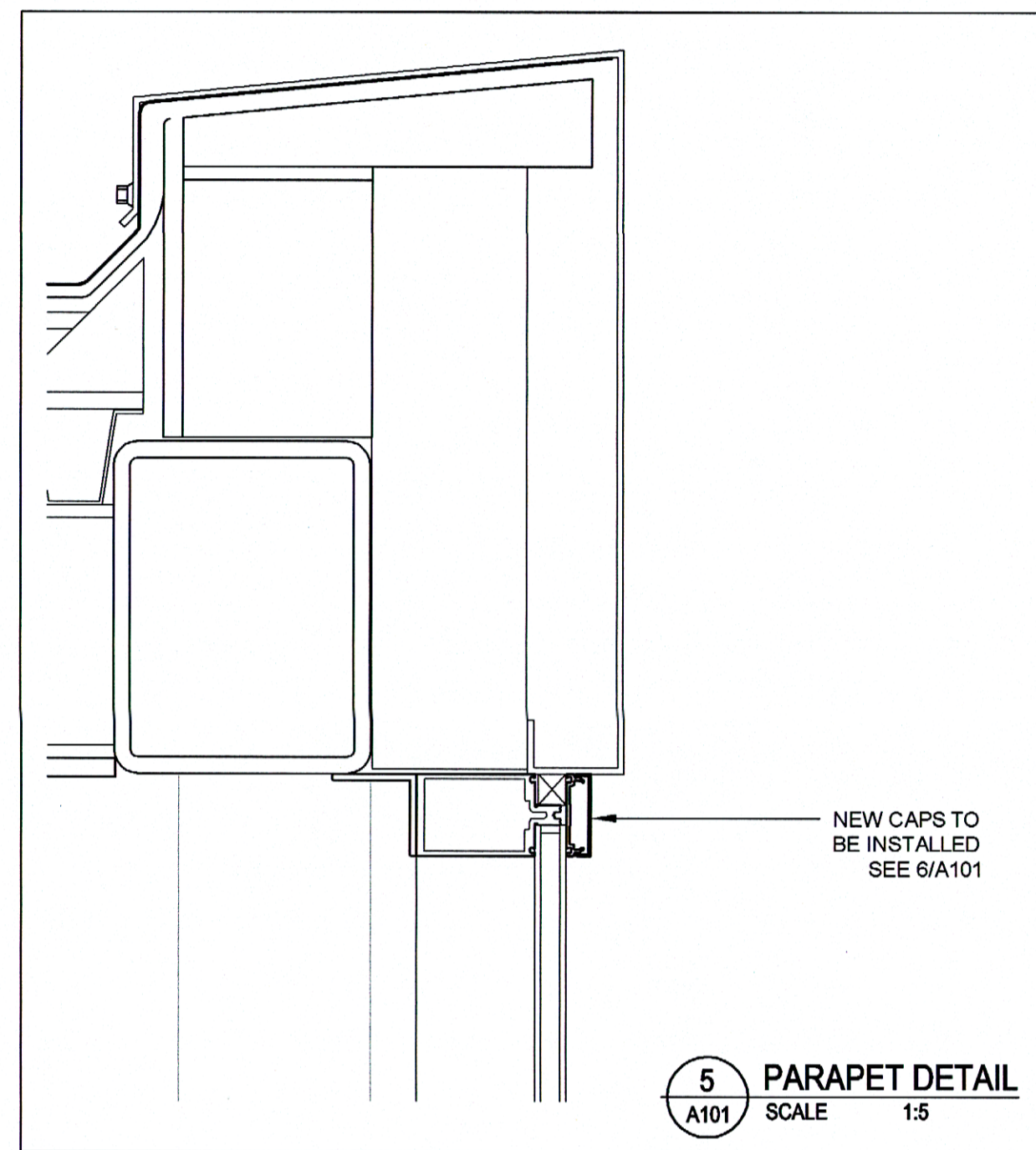
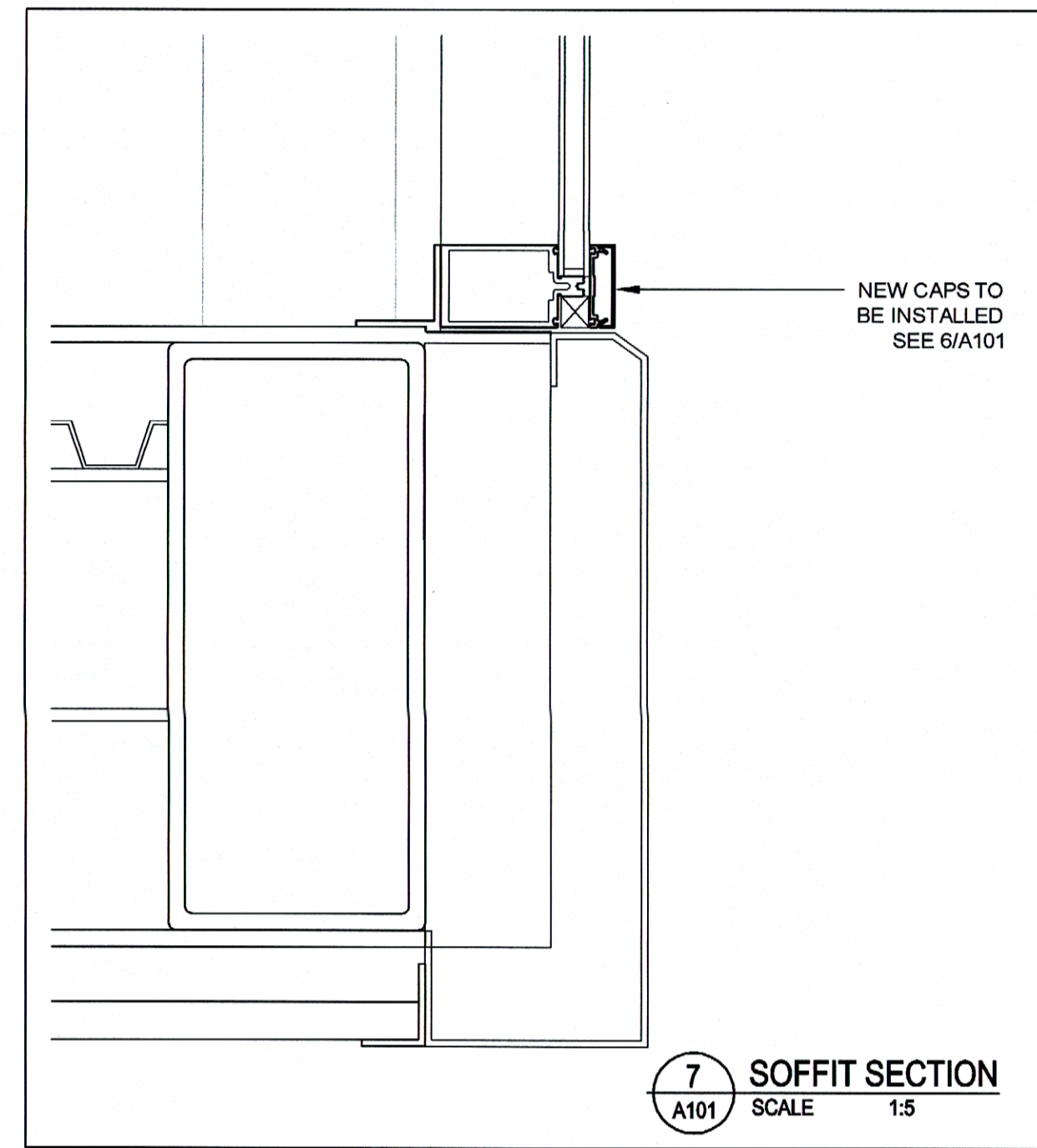
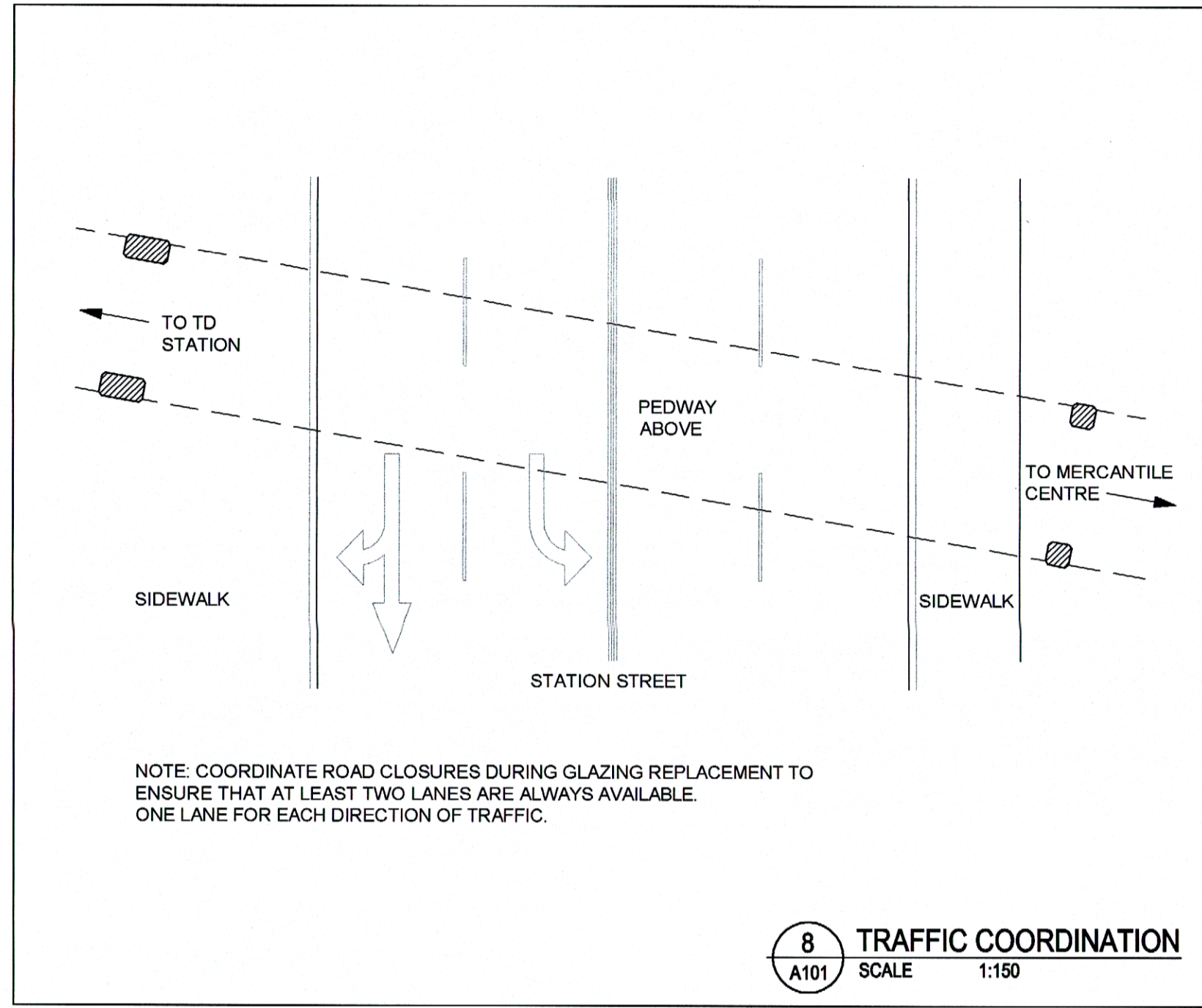
- .1 Testing and reporting will be carried out by an independent testing agency selected by the Architect.
- .2 Coordinate and assist testing agency, and allow access to the Work.

3.6 Cleaning

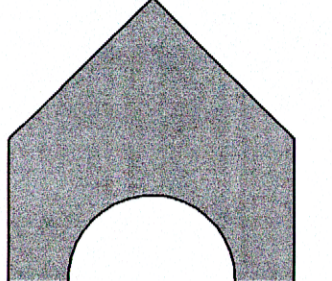
- .1 Remove glazing materials from finished surfaces.
- .2 Remove labels after work is completed.
- .3 Clean glass.

END OF SECTION

CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO CONSTRUCTING THE WORK. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. DO NOT SCALE DRAWINGS. CONSTRUCT THE WORK IN ACCORDANCE WITH NBC 2015. © MURDOCK & BOYD ARCHITECTS INC. 2022



SAINT JOHN



Murdock & Boyd
 ARCHITECTS

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 SAINT JOHN, NEW BRUNSWICK
 CANADA, E2L 1G4
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 www.architects.nb.ca

NOTES:

1. SITE CONFIRM ALL EXISTING CONDITIONS & DIMENSIONS.
2. ALL GLAZING CAPS TO BE REPLACED WITH NEW GLAZING CAPS.

Revisions / Révisions	No/No	Date
ISSUED FOR TENDER	1	2023.06.19

Consultant	Expert-consult

Project Title: **STATION STREET PEDWAY GLAZING REPLACEMENT**

Location: **STATION STREET SAINT JOHN, NEW BRUNSWICK**

Sheet Title: **PLANS, ELEVATIONS & DETAILS**

Date: 2023.06.19
 Scale: AS NOTED
 Drawn by: EAS
 Approved by: [Signature]
 Consultant reference number: [Signature]
 22001
 MURDOCK & BOYD ARCHITECTS INC.
 2023.06.20

Project No.	N° de projet	Sheet No.	N° de la feuille
23-820		A101	

APPENDIX B – FORM OF TENDER

**TENDER No. 2023-082801T
STATION STREET PEDWAY GLAZING REPLACEMENT**

FORM OF TENDER

2023-082801T

STATION STREET PEDWAY GLAZING REPLACEMENT

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 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 terms, conditions, specifications, and drawings, the sum of:

\$ _____
Total Cost (All Taxes Extra)

*Pricing is to be bid in Canadian Funds and FOB Saint John, NB prepaid. The tender pricing shall include all installation wages, fringe benefits, insurance, transportation, delivery, duty, working tools, equipment costs, and any other charges incurred in order to provide required materials and/or services.

COMPANY:	SIGNATURE: _____
E-MAIL:	NAME: _____ (print)
Date:	Tel # Fax #
H.S.T. Reg.#	Remarks:

APPENDIX C – FORM OF AGREEMENT

**TENDER No. 2023-082801T
STATION STREET PEDWAY GLAZING REPLACEMENT**

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made in triplicate between THE CITY OF SAINT JOHN herein (and in the Specifications) called the "Owner" or the "City"

AND

herein (and in the Specifications) called the "Contractor".

WITNESSETH: That the Owner and the Contractor agree as follows:

- (a) The Contractor shall provide all the materials and perform all the work shown on the drawings and described in the Contract Specifications titled:

Contract No: 2023-082801T

Title: STATION STREET PEDWAY GLAZING REPLACEMENT

- (b) The Contractor shall do and fulfill everything indicated by this Agreement; and
- (c) The Contractor shall Substantially Complete the Work no later than Friday, October 27th, 2023.

CONTRACT DOCUMENTS

General Specifications

General Specifications, City of Saint John, New Brunswick, with all applicable divisions, as updated and as listed in the Table of Contents of the Contract Specifications.

Contract Specifications

Contract specifications for

Contract No: 2023-082801T

Title: STATION STREET PEDWAY GLAZING REPLACEMENT

City of Saint John, New Brunswick,

Drawings

A101 PLANS, ELEVATIONS & DETAILS

ADDENDA

The Contractor agrees that he has received addenda ___ to ___ inclusive, and that the tender price includes the provisions set out in the addenda.

CONTRACT PRICE

The Owner shall pay to the Contractor, in lawful money of Canada for the performance of the Contract, the amounts determined for each of the items of work completed at the unit prices as listed in the Schedule of Quantities and Unit Prices, plus applicable taxes, submitted with the tender, which is to be attached with this Agreement, for the total tender price of:

If the Engineer orders in writing the performance of any work not covered by the drawings or included in the specifications that cannot be classified as coming under any of the contract units and for which a unit price can be agreed upon, then such additional work shall be paid for as described under the General Administration of Contract, Division 6.

PAYMENT

The Owner shall pay on account of thereof upon the Engineer's Certificate, as invoiced by the Contractor and approved by the Engineer, in the manner described in the Specifications.

AGREEMENT DOCUMENTS

The General Administration of Contract, Division 6 and the aforesaid Specifications and Drawings are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and it shall inure to the benefit of and be binding upon them and their successors, executors, administrators, and subject to the General Administration of Contract, their assigns.

AFFIDAVIT OF CORPORATE EXECUTION

CANADA

PROVINCE OF NEW BRUNSWICK

CITY OF SAINT JOHN

I, _____, of the _____
in the County of _____, and Province of New Brunswick

MAKE OATH AND SAY:

- (1) THAT I am the _____ of _____, and _____ is the _____ of the said Company, as such I am/we are duly authorized officer(s) of the said Company to execute the foregoing instrument.
- (2) THAT the signature _____ subscribed to the within instrument is my signature and in my own proper handwriting and that the signature _____ so subscribed is his signature made thereto by him in my presence.
- (3) THAT the Seal affixed to the said instrument purporting to be the Corporate Seal of the said _____ is the Corporate Seal of the said Company and was affixed to the said instrument by me and by order of the Board of Directors of the Company.

SWORN TO BEFORE ME at the _____)
)
of _____)
)
in the Province of _____)
)
this ____ day of _____ A.D., _____.)
)
_____) _____)
COMMISSIONER OF OATHS) CONTRACTOR
)

Note: The blank spaces are to be filled in with the name or names of the signing officer(s).