



City of Saint John

**TENDER No. 2023-085104T**

**Thermal Interconnect –  
Market Square and Aquatic Centre**

Issue Date: August 22, 2023



**City of Saint John**

# Contract Specifications

**TENDER NO.**

**2023-085104T**



City of Saint John

**CONTRACT SPECIFICATIONS**

**FOR**

**TENDER NO.**

**2023-085104T**

**AUGUST 2023**



City of Saint John

## GENERAL SPECIFICATIONS

### TABLE OF CONTENTS

<u>Division</u>	<u>Title</u>	<u>Page</u>
1	Project Description .....	1-1
2	Instruction to Tenderers and Tendering Procedures .....	2-1
3	Particular Specifications.....	3-1
4	Form of Tender.....	4-1
5	Form of Agreement .....	5-1
6	General Administration of Contract .....	6-1
7	Construction of Municipal Services .....	7-1
8	<i>Not Allocated</i>	
9	<i>Not Allocated</i>	
10	Water Systems .....	10-1
11	Sewer Systems .....	11-1
12	Manholes, Catch Basins and Valve Chambers .....	12-1
13	Excavation, Trenching and Backfill Requirements .....	13-1
14	<i>Not Allocated</i>	
15	<i>Not Allocated</i>	
16	Electrical Systems .....	16-1
17	Traffic Signals and Signs .....	17-1
18	Expanded Asphalt Stabilization .....	18-1
19	Crack Sealing Asphalt Pavements .....	19-1
20	Random Riprap .....	20-1
21	Restoration .....	21-1
22	Culverts.....	22-1
23	Portland Cement Concrete .....	23-1
24	Roadway Construction.....	24-1



## GENERAL SPECIFICATIONS

### TABLE OF CONTENTS

<u>Division</u>	<u>Title</u>	<u>Page</u>
25	Chain Link Fencing .....	25-1
26	Landscaping .....	26-1
27	Asphalt Concrete.....	27-1
28	Chip Seal .....	28-1
29	Gabions .....	29-1
30	Clay Brick Pavers.....	30-1
31	Guide Rail and Guide Posts .....	31-1

Sample Forms

Standard Drawings



City of Saint John

## **CONTRACT SPECIFICATIONS**

### **DIVISION 1**

### **PROJECT DESCRIPTION**

MONTH 2022



City of Saint John

## TABLE OF CONTENTS

### **DIVISION 1 – PROJECT DESCRIPTION**

<b><u>Section</u></b>	<b><u>Page</u></b>
1.1 General Description .....	1-1
1.2 Contract Documents .....	1-1
1.3 Authorized Enquiries Contact .....	1-1

## **PROJECT DESCRIPTION**

### **1.1 GENERAL DESCRIPTION**

The work consists generally of the installation of 2-300mm diameter PVC DR35 Thermal Casing pipes between the Canada Games Aquatic Centre and Market Square, crossing St. Patrick Street in Saint John.

### **1.2 CONTRACT DOCUMENTS**

a) General Specifications, City of Saint John, New Brunswick, with all applicable Divisions as listed in the Table of Contents of the Contract Specifications.

b) Contract Specifications,  
Tender No.: 2023-085104T

Contract: Thermal Interconnect – Market Square and Aquatic Centre  
City of Saint John, New Brunswick

c) List of Drawings

00	Cover Sheet/Key Plan
01	St. Patrick Street Crossing Plan & Section
02	St. Patric Street Crossing Details

### **1.3 AUTHORIZED ENQUIRIES CONTACT**

All inquiries during the procurement phase of this project shall be referred to:  
Chris Roberts, SCMP, CPPB  
City of Saint John  
175 Rothesay Avenue, Saint John, NB  
supplychainmanagement@saintjohn.ca





City of Saint John

## **CONTRACT SPECIFICATIONS**

### **DIVISION 2**

## **INSTRUCTIONS TO TENDERERS AND TENDERING PROCEDURES**

AUGUST 2023



City of Saint John

## TABLE OF CONTENTS

### **DIVISION 2 – INSTRUCTIONS TO TENDERERS AND TENDERING PROCEDURES**

<u>Section</u>	<u>Page</u>
2.1 Trade Treaties and Tendering Policy.....	2-1
2.1.01 Internal Trade Agreements .....	2-1
2.1.02 Tendering Policy .....	2-1
2.2 Material Disclosures.....	2-1
2.2.01 General .....	2-1
2.2.02 Permits Required for Project.....	2-1
2.2.03 Deemed Examination and Acceptance.....	2-1
2.2.04 Availability of Services .....	2-1
2.2.05 Tax .....	2-2
2.2.06 Performance Guarantees Required Prior to Contract Execution.....	2-2
2.2.07 Insurance .....	2-2
2.2.08 WorkSafeNB Certificate and Business Corporations Act Certificate .....	2-3
2.2.09 New Brunswick Construction Safety Association .....	2-3
2.2.10 Timetable for Completion of the Work .....	2-3
2.3 Schedule for the Tender Process .....	2-4
2.4 Tender Documents.....	2-4
2.4.01 Tender Documents to be Obtained in Prescribed Manner .....	2-4
2.5 Communications After Issuance of Tender.....	2-5
2.5.01 Tenderers to Review Tender Documents .....	2-5
2.5.02 Email Communications .....	2-6
2.5.03 Addenda: Responses to Enquiries and Amendments or Clarifications to Tender Documents.....	2-6
2.6 Submission of Tender .....	2-7
2.6.01 Location of Tender Box for Submission of Tender .....	2-7
2.6.02 Tenders Must be Submitted Only in the Prescribed Manner.....	2-7
2.6.03 Contingency Allowance.....	2-8
2.6.04 Tenders Must be Placed in the Tender Box Before Tender Closing .....	2-8
2.6.05 Amending or Withdrawing Tender Prior to Tender Closing .....	2-8
2.6.06 Tenderers Shall Bear Costs of Preparing and Submitting a Tender .....	2-8



City of Saint John

**TABLE OF CONTENTS**

**DIVISION 2 – INSTRUCTIONS TO TENDERERS AND TENDERING PROCEDURES**

<b><u>Section</u></b>	<b><u>Page</u></b>
2.6.07 Tenders in English .....	2-9
2.6.08 Tender Acceptance Period .....	2-9
2.6.09 Tender Documents Incorporated Into Tender.....	2-9
2.7 Amendment or Withdrawal of Tender Post Tender Closing .....	2-9
2.7.01 No Amendment Post Tender Closing .....	2-9
2.7.02 Withdrawal Requests .....	2-9
2.8 Tender Evaluation Process.....	2-10
2.8.01 Delivery of Tender Box to Tender Opening Room.....	2-10
2.8.02 Tender Opening Process .....	2-10
2.8.03 Stage 1: Evaluation of Mandatory Requirements .....	2-10
2.8.04 Stage 2: Evaluation of Tender Price .....	2-11
2.8.05 Selection of the Successful Tenderer .....	2-11
2.9 Notice of Selection and Execution of Contract .....	2-11
2.9.01 Selection of Tenderer.....	2-11
2.9.02 Over-Budget Bids.....	2-12
2.9.03 Failure to Enter Into the Contract.....	2-12
2.10 Confidential Information and Media Communications .....	2-12
2.10.01 Tenderers Confidential Commercial Information .....	2-12
2.10.02 Tenderers Not to Communicate with Media and Public .....	2-12
2.11 Reserved Rights.....	2-13
2.12 Limitation of Liability and Waiver .....	2-15
2.13 Invoices .....	2-15
<b>APPENDIX A: Tendering Policy for Construction Contracts.....</b>	<b>2-16</b>

## **INSTRUCTIONS TO TENDERERS AND TENDERING PROCEDURES**

### **2.1 TRADE TREATIES AND TENDERING POLICY**

#### **2.1.01 Internal Trade Agreements**

Tenderers should note that the within procurement is subject to trade agreements including the Canadian Free Trade Agreement and the Atlantic Procurement Agreement and the Agreement on Opening Public Procurement for Quebec and NB.

#### **2.1.02 Tendering Policy**

Tenderers should note that the within Procurement shall conform with The City of Saint John “Tendering Policy for Construction Contracts” which is attached hereto as Appendix “A”.

### **2.2 MATERIAL DISCLOSURES**

#### **2.2.01 General**

The City makes the following material disclosures with respect to this Request for Tender. While the City has used considerable efforts to ensure the accurate representation of all information in this Request for Tender, including these material disclosures, such information is supplied solely as a guideline for Tenderers. The City does not warrant or guarantee the accuracy of such information, nor is such information necessarily comprehensive or exhaustive. Nothing in this Request for Tender is intended to relieve Tenderers of the obligation to form their own opinions and reach their own conclusions with respect to the matters addressed in this Request for Tender.

#### **2.2.02 Permits Required for Project**

Except as stated otherwise in the Tender Document, any and all permits and approvals required by the Authorities having jurisdiction, and arrangements for all inspections of the Work by these Authorities shall be obtained and paid for by the Contractor. The cost of such approvals, permits and inspection shall be included in the Tender Price.

#### **2.2.03 Deemed Examination and Acceptance**

Tenderers should note that by submission of a Tender they will be deemed to have examined and accepted the Specifications and Drawings, visited the site, and informed themselves as to existing conditions and limitations.

#### **2.2.04 Availability of Services**

The Tenderer shall ascertain from the relevant Authorities the availability of services, including, but not limited to, electricity, sewer, water, telephone, natural gas and transportation to the project and shall ascertain what prior notice each Authority will require for the installation of the service to the project.

## **2.2 MATERIAL DISCLOSURES (Cont'd)**

### **2.2.05 Tax**

- a) Tenderers are advised to make special note of all applicable tax procedures.
- b) The City is required to pay the Harmonized Sales Tax (HST).
- c) The total tendered amount shall include the appropriate taxes on all labour, material and equipment to be incorporated into the Work.
- d) Tenderers shall submit their Tenders on the basis that the total amount of the Tender shall include all taxes for which the City is liable.
- e) Any increase or decrease in costs to the Tenderer due to the changes in such taxes and duties, after the date of the Tender Closing, shall increase or decrease the value of the Contract accordingly.

### **2.2.06 Performance Guarantees Required Prior to Contract Execution**

Within five (5) Working Days following the City's notice of selection, the selected Tenderer shall provide the City with the required Performance Guarantees being a Performance Bond and a Labour and Material Payment Bond, each at fifty percent (50%) of the Tender Price covering the faithful performance of the full Contract. The bonds shall be in favour of *The City of Saint John* and show *The City of Saint John* as obligee; Unless specified elsewhere within the tender documents, the Performance Bond and the Labour and Material Payment Bond shall be in the form prescribed by regulation pursuant to the *Construction Remedies Act*. The Performance Bond and the Labour and Material Payment Bond shall be issued and be compliant with the requirements of the *Construction Remedies Act* whether the value of the Contract is less than the amount of prescribed pursuant to section 83(1) and 83(2) and 84(1) of the *Construction Remedies Act*.

### **2.2.07 Insurance**

Tenders should refer to Division 6 (section 6.8) for details regarding insurance requirements.

## 2.2 **MATERIAL DISCLOSURES (Cont'd)**

### 2.2.08 **WorkSafeNB Certificate and Business Corporations Act Certificate**

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

### 2.2.09 **New Brunswick Construction Safety Association**

If the total Tender Price for the work, inclusive of HST, is two hundred and fifty thousand dollars (\$250,000.00) or more, Tenderers shall supply a Letter of Good Standing under the Certificate of Recognition Program from the New Brunswick Construction Safety Association. Out-of-Province Tenderers shall supply an equivalent from the Tenderer's Province of origin acceptable to the Engineer.

### 2.2.10 **Timetable for Completion of the Work**

The Substantial Completion of the Work is October 15, 2023.

**2.3 SCHEDULE FOR THE TENDER PROCESS**

Issue Date of Request for Tender	Tuesday, August 22, 2023
Deadline for Enquiries	Tuesday, August 29, 2023, 4:00:00 pm, ADT
Deadline for Issuing Addenda	Wednesday, August 30, 2023, 4:00:00 pm, ADT
Tender Closing	Tuesday, September 5, 2023, 2:30:00 pm, ADT

The Schedule for the Tender Process is tentative only and may be changed by the City in its sole discretion at any time prior to Tender Closing.

**2.4 TENDER DOCUMENTS**

**2.4.01 Tender Documents to be Obtained in Prescribed Manner**

Tender Documents shall be obtained from the City of Saint John’s website under “Tenders and Proposals”.

**2.5 COMMUNICATIONS AFTER ISSUANCE OF TENDER**

**2.5.01 Tenderers to Review Tender Documents**

Tenderers shall promptly examine all Tender Documents and:

- a) shall report any errors, omissions or ambiguities; and
- b) may direct enquiries or seek additional information

in writing by email before the Deadline for Enquiries to the Authorized Enquiries Contact or the Designated Alternate Contact (in the event of absence) as set out below. No such communications are to be directed to anyone other than the Authorized Enquiries Contact or the Designated Alternate Contact.

<p><b><u>Authorized Enquiries Contact</u></b></p> <p>Chris Roberts, SCMP, CPPB          Procurement Manager          City of Saint John          Email:          supplychainmanagement@saintjohn.ca</p>	<p><b><u>Designated Alternate Contact</u></b></p> <p>Monic MacVicar, CCLP, CPPB          Procurement Specialist          City of Saint John          Email:          supplychainmanagement@saintjohn.ca</p>
---	---

It is the Tenderer’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 Tenderer concerning this Tender or its process.



The City intends to confirm receipt of a Tenderer's communication by way of an email in reply. If a Tenderer has not received a reply, the Tenderer 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.



## **2.5 COMMUNICATIONS AFTER ISSUANCE OF TENDER (Cont'd)**

### **2.5.02 Email Communication**

The following provisions shall apply to any communications with the Authorized Enquiry Contact or the Designated Alternate Contact by email where such email communication or delivery is permitted by the terms of this Tender:

- a) The City does not assume any risk or responsibility or liability whatsoever to any Tenderer:
  - (i) for ensuring that any email system being operated for the City is in good working order, able to receive transmissions, or is not engaged in receiving other transmissions such that a Tenderer's transmission cannot be received;
  - (ii) if a permitted email communication or delivery is not received by the City, or is received in less than its entirety, within any time limit specified by this Tender; and
  - (iii) for any error that may occur in the submission of communications or enquiries.
- b) All permitted communications submitted by a Tenderer by email to the Authorized Enquiries Contact or the Designated Alternate Contact shall be deemed to have been received on the dates and times indicated on the Authorized Enquiry Contact's or the Designated Alternate Contact's email system

### **2.5.03 Addenda: Responses to Enquiries and Amendments or Clarifications to Tender Documents**

The City may, in its sole and absolute discretion, through the Authorized Enquiry Contact or the Designated Alternate Contact, respond to enquiries and/or amend the Tender Documents before Tender Closing.

Written Addenda are the only means of responding to enquiries or amending the Tender Documents. Only the Authorized Enquiry Contact or the Designated Alternate Contact, and no other employee or agent of the City, is authorized to respond to enquiries and amend the Tender Documents by issuing an Addendum.

Responses to enquiries, changes, clarifications or corrections prepared and circulated by the City form part of the Tender Documents and will be issued as Addenda. Responses will be made in writing and distributed by email to all Tenderers who are registered on the City's official bidders list in accordance with the procedure outlined in section 2.4.01 b) above, as of the date the response is prepared by the City. Each Addendum will contain a signature page(s) which each Tenderer is required to sign and include with its Tender submission. While the City will make reasonable efforts to deliver each Addendum to all Tenderers, it makes no guarantee of timely delivery of any Addendum to any Tenderer.

**2.5.03 Addenda: Responses to Enquiries and Amendments or Clarifications to Tender Documents (Cont'd)**

The City will not identify the source of the question in the response. If a Tenderer requests that an enquiry be treated as confidential, the City, in its sole discretion, will either treat the enquiry or any reply as confidential or inform the Tenderer that it will not respond to the enquiry unless the Tenderer withdraws in writing its request that the enquiry be treated as confidential.

Orally communicated information shall not be binding upon the City. Information offered from sources other than the Authorized Enquiry Contact or the Designated Alternate Contact with regard to the content, intent or interpretation of this Tender is not official, may be inaccurate and should not be relied on in any way, by any Tenderer, for any purpose.

**2.6 SUBMISSION OF TENDER**

**2.6.01 Location of Tender Box for the Submission of Tender**

City of Saint John  
175 Rothesay Avenue, 1<sup>st</sup> Floor  
Saint John, New Brunswick

**2.6.02 Tenders Must be Submitted Only in the Prescribed Manner**

- a) Tenders must be submitted in the prescribed *Form of Tender* together with the prescribed *Schedule of Quantities and Unit Prices*. The *Form of Tender* and the *Schedule of Quantities and Unit Prices* shall be filled out in ink or typewritten and bear the signature in longhand.
- b) Tenderers must submit one completely filled out original *Form of Tender* signed by an authorized representative and should include the following information written on the outside of the sealed envelope:
  - (i) Tender No.: 2023-085104T
  - (ii) Title of Work: Thermal Interconnect – Market Square and Aquatic Centre
  - (iii) The full legal name and return address of the Tenderer; and
  - (iv) Tender Closing date and time.
- c) Each Tender shall be accompanied by a Tender (Bid) Bond or certified cheque in the amount of ten percent (10%) of the Tender Price.
- d) Each Tender must be sealed and be addressed to the attention of the Purchasing Agent, City of Saint John, 1<sup>st</sup> Floor, 175 Rothesay Avenue, Saint John, New Brunswick E2J 2B4.
- e) All Tenders shall include a surety consent letter or agreement to bond as per the requirements in the Form of Tender.

## **2.6 SUBMISSION OF TENDER (Cont'd)**

### **2.6.03 Contingency Allowance**

The Tender Price shall include the contingency allowance as specified in the *Schedule of Quantities and Unit Prices*, to cover additional costs that may occur during the execution of the Contract attributed to approved additional work not originally contemplated. No part of this allowance shall be expended without the written direction of the Engineer, and any part not so expended shall be deducted from the contingency allowance.

### **2.6.04 Tenders Must be Placed in the Tender Box Before Tender Closing**

It is the responsibility of each Tenderer to ensure that its Tender is placed in the Tender Box before Tender Closing. Tenders submitted by fax or by any other electronic transmission will not be considered.

Tenders submitted after Tender Closing will be deemed late, Disqualified and returned to the Tenderer unopened. For the purpose of calculating time, the City clock at the location of the Tender Box shall govern.

The City is not responsible for any Tender that has not been placed in the Tender Box by the Tenderer. The City assumes no responsibility for improperly addressed or delivered Tenders, Tenders that are left outside of the Tender Box, or sent by electronic transmission.

### **2.6.05 Amending or Withdrawing Tender Prior to Tender Closing**

At any time prior to Tender Closing, a Tenderer may amend or withdraw a submitted Tender by placing an amending letter signed by the person who signed the Tender in a sealed envelope in the Tender Box before the Tender Closing.

The amending letter should clearly specify that the Tenderer intends to withdraw its Tender or, in the case of an amendment, clearly indicate the part of the Tender that the amending letter is intending to replace. In the case of a unit price contract, the amending letter shall show the revision to the Tender Price. In the case of a lump sum contract, the amending letter shall state the amount to be added or subtracted from the Tender Price.

The sealed envelope should clearly state the full legal name of the Tenderer, as well as the Tender No., Title of Work, and Tender Closing date and time as stated in section 2.6.02 b).

Amending letters that are left outside of the Tender Box, or sent by mail, by facsimile, electronically, or by other means will not be considered.

### **2.6.06 Tenderers Shall Bear the Costs of Preparing and Submitting a Tender**

Under no circumstances will the City be responsible for a Tenderer's costs of preparing or submitting a Tender.

## **2.6 SUBMISSION OF TENDER (Cont'd)**

### **2.6.07 Tenders in English**

All Tenders are to be in English only. Any Tenders that are not entirely in the English language may be disqualified.

### **2.6.08 Tender Acceptance Period**

Tenders submitted before Tender Closing shall remain open to acceptance in the form submitted by the Tenderer for a period of sixty (60) calendar days after Tender Closing. Failure of the Tenderer to keep the Tender open for sixty (60) calendar days will result in the enforcement of the Tender (Bid) Bond or the cashing of the certified cheque submitted in lieu of the Tender (Bid) Bond pursuant to section 2.6.02 c).

### **2.6.09 Tender Documents Incorporated Into Tender**

By submission of a Tender, a Tenderer is deemed to have accepted and incorporated all the instructions and terms and conditions contained in the Tender Documents into its Tender. Submission of a Tender shall also confirm that the Tenderer is satisfied as to the correctness and sufficiency of the Tender, the Tender Price and the prices entered in the *Schedule of Quantities and Unit Prices*.

## **2.7 AMENDMENT OR WITHDRAWAL OF TENDER POST TENDER CLOSING**

### **2.7.01 No Amendment Post Tender Closing**

No Tenderer is permitted to amend or withdraw its Tender after Tender Closing. A Tenderer who discovers an error in the Tender after Tender Closing may leave the Tender as is or request permission from Common Council to withdraw its Tender. A request to withdraw a Tender after Tender Closing must be delivered, along with the reasons for the request, to the City Clerk for consideration by Common Council within twenty-four (24) hours of Tender Closing.

### **2.7.02 Withdrawal Requests**

Common Council, in its sole discretion, will decide whether or not to grant the withdrawal request based on the information supplied by the Tenderer and a recommendation from City staff. Where Common Council, in its sole discretion, decides to not allow the withdrawal, Common Council may require the Tenderer to perform the Contract or forfeit the Tender (Bid) Bond or the certified cheque submitted in lieu thereof pursuant to section 2.6.02 c).

## 2.8 TENDER EVALUATION PROCESS

### 2.8.01 Delivery of Tender Box to Tender Opening Room

Immediately following Tender Closing, the Purchasing Agent shall deliver the Tender Box to the tender opening room where it will be opened by the Tender Opening Committee. **Tenderers who are on the official bidders list shall receive a Microsoft Teams invitation to view the opening online.**

### 2.8.02 Tender Opening Process

All Tenders shall be removed from Tender Box, opened, evaluated pursuant to Section 2.8.03, then read and recorded by the Tender Opening Committee in public at the Tender Opening Location. The Tender Opening Committee shall open each Tender individually. Tenders submitted by Tenderers who are not registered on the City's official bidders list according to the procedure outlined in section 2.4.01 b) will not be evaluated. The Tender Opening Committee will conduct the evaluation of the Tenders in two stages.

### 2.8.03 Stage 1: Evaluation of Mandatory Requirements

Stage 1 will consist of a review to determine which Tenders comply with all of the mandatory requirements. Tenders which do not comply with all of the mandatory requirements set out below, shall be Disqualified and not evaluated further.

Tenders shall be deemed as not complying with the mandatory requirements where:

- a) The Tender is not in a sealed envelope which bears on its face the full legal name and address of the Tenderer, the Tender number, Title of Work and Tender Closing date and time.
- b) The Tender is illegible or its pricing terms or conditions cannot be understood by the Tendering Opening Committee.
- c) Where it is a Tender for more than one item and where it is required that all items be bid, there is a failure to bid an item or it does not contain a unit price or extended total of all items to be bid.
- d) The Tender contains a bid on an item not included in the *Schedule of Quantities and Unit Prices*.
- e) The Tender does not contain the total tender price, the unit prices or the fixed price written in words or does not have the words "dollars" and, where applicable, "cents" set out in the written total tender price, unit prices or fixed price on the *Schedule of Quantities and Unit Prices*.
- f) The Tender is not accompanied by the required Tender (Bid) Bond or certified cheque pursuant to section 2.6.02 c).
- g) The Tender does not include a fully completed prescribed Form of Tender, signed by an authorized agent, which bears the Tenderer's corporate seal, pursuant to section 2.6.02 a) and Division 4.

### **2.8.03 Stage 1: Evaluation of Mandatory Requirements (Cont'd)**

- h) The Tender does not include all required documents specified in the Form of Tender, does not comply with the provisions of the Tender Documents, or does not include the signature page(s) of all addenda issued to the Tenderers signed by the Tenderer.
- i) The Form of Tender contains a change in price that is not initialed by the person signing the Form of Tender.
- j) The Tender contains an unsolicited alternative or a qualification to the terms of the Tender Documents.
- k) Where a Tenderer submits more than one Tender in response to the Request for Tender, all such Tenders shall be Disqualified.

Tenders which are Disqualified by the Tender Opening Committee will be returned to the Tenderer at the address contained in the Tender or in person if the Tenderer is present at the Tender Opening. Tender Prices of Disqualified Tenders will not be announced at the Tender Opening.

### **2.8.04 Stage 2: Evaluation of Tender Price**

Stage 2 will consist of a recording of the Tender Prices by the Tender Opening Committee.

### **2.8.05 Selection of the Successful Tenderer**

At the conclusion of Stage 1 and Stage 2 of the evaluation process and, subject to the approval of selection by Common Council and the reserved rights of the City, the selected Tenderer will enter into the Contract, as set out in the Tender Documents.

## **2.9 NOTICE OF SELECTION AND EXECUTION OF CONTRACT**

### **2.9.01 Selection of Tenderer**

Notice of selection by the City to the selected Tenderer will be in writing. Within five (5) Working Days following the City's notice of selection, the Tenderer shall provide to the City:

- a) those items listed at section 6.8.04 ("Insurance Policies and Certificates");
- b) an executed Form of Agreement (Division 5); and
- c) the required Performance Guarantees pursuant to section 2.2.06

This provision is solely to the benefit of the City and may be waived by the City at its sole discretion.

## **2.9 NOTICE OF SELECTION AND EXECUTION OF CONTRACT (Cont'd)**

### **2.9.02 Over-Budget Bids**

If the Tender Price of the lowest compliant Tender exceeds the City's project budget or the Engineer's estimate for the Project, the City may proceed with negotiations with the lowest compliant Tenderer. Said negotiations shall be conducted within a prescribed timeframe to identify changes in scope and/or quantities of work, in exchange for a corresponding bid price reduction. Where the City and lowest compliant Tenderer establish acceptable changes and a corresponding bid price reduction, those changes shall be documented as post-bid addendum.

Any such negotiations or resulting recommendations shall be conditional and subject to the approval of Common Council and, in accordance with the Limitation of Liability and Waiver set out in section 2.12 below, there shall be no liability resulting from any failure to award a contract.

Where acceptable changes and a corresponding bid price reduction cannot be successfully negotiated with the lowest compliant Tenderer, the City may proceed with a new tender call at a later date.

### **2.9.03 Failure to Enter Into the Contract**

In addition to all of the City's other remedies, such as the enforcement of the Tender (Bid) Bond, if a selected Tenderer fails to execute the Contract, or satisfy any of the applicable conditions set out above at section 2.9.01 within five (5) Working Days of the notice of selection, the City may, in its sole and absolute discretion and without incurring any liability rescind the selection of the Tenderer and proceed with the selection of the next lowest compliant Tenderer.

## **2.10 CONFIDENTIAL INFORMATION AND MEDIA COMMUNICATIONS**

### **2.10.01 Tenderer's Confidential Commercial Information**

The City is committed to an open and transparent Tendering Process while understanding the Tenderers' need for protection of confidential commercial information. To assist the City in meeting this commitment, Tenderers will cooperate and extend all reasonable accommodation to this endeavour.

### **2.10.02 Tenderer Not to Communicate With Media and Public**

To ensure that all public information generated about the Work is fair and accurate, and will not inadvertently or otherwise influence the outcome of the Tendering Process, all public information generated in relation to the Work, including communications with the media and the public, must be coordinated with, and is subject to the prior approval of, the City.

### **2.10.02 Tenderer Not to Communicate With Media and Public (Cont'd)**

Tenderers will notify the City of requests for information or interviews from the media.

Tenderers will ensure that all of the Tenderers' Subcontractors and others associated with the Tenderer comply with the foregoing requirements.

## **2.11 RESERVED RIGHTS**

The City reserves the right to:

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



## 2.11 **RESERVED RIGHTS (Cont'd)**

- j) Waive formalities and accept Tenders which substantially comply with the requirements of this Request for Tender;
- k) Verify with any Tenderer or with a third party any information set out in a Tender;
- l) Disqualify any Tenderer whose Tender contains misrepresentations or any other inaccurate or misleading information;
- m) Disqualify any Tenderer who has engaged in conduct prohibited by the Tender Documents;
- n) Disqualify any Tenderer who is guilty of an offence listed in Schedule C of the New Brunswick Regulation 2014-93 under the Procurement Act;
- o) Disqualify any Tenderer for documented significant or persistent deficiencies in fulfilling or performing a substantive requirement or obligation under a prior contract or contracts. The disqualification for past performance shall be conducted in accordance with sections 64 thru 81 of the New Brunswick Regulation 2014-93 under the Procurement Act;
- p) Make changes, including substantial changes, to the Tender Documents provided that those changes are issued by way of addenda in the manner set out in these Instructions to Tenderers;
- q) Select any Tenderer other than the Tenderer whose Tender reflects the lowest cost to the City;
- r) Cancel this Tendering Process at any stage, for any reason;
- s) Cancel this Tendering Process at any stage and issue a new Request for Tender for the same or similar deliverables;
- t) Accept any Tender in whole or in part; or
- u) Accept a Tender which contains the following errors:
  - (i) error in mathematics – whether this involves the extension of a unit price or an error in addition, the mistake will be corrected and the correct total will be used for evaluation purposes and will be binding on the Tenderer.
  - (ii) conflict between the written and numerical bid prices. In all cases, the total bid price will be corrected to reflect the written bid price, whether lump sum or unit price.
  - (iii) failure to include the contingency allowance in the total Tender Price. If the contingency allowance was not included in the addition, the Tender Price shall be corrected to reflect its inclusion.

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

**2.11 RESERVED RIGHTS (Cont'd)**

By submitting a Tender, the Tenderer authorizes the collection by the City of the information set out at paragraph 2.11 i) in the manner contemplated in that subparagraph.

**2.12 LIMITATION OF LIABILITY AND WAIVER**

Each Tenderer, by submitting a Tender, agrees that:

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

**2.13 INVOICES**

- a) In light of the requirements of Section 169 of the *Excise Tax Act*, R.S.C. 1985,c. E-15, and amendments thereto, the selected Tenderer shall provide to the City properly documented invoices with all requests for payments. This includes a government issued business number and the amount of tax included on the invoice.
- b) Failure to provide properly documented invoices may result in delays in processing payments or outright rejection of the payment request.



City of Saint John

## **APPENDIX 'A'**

### **TENDERING POLICY FOR CONSTRUCTION CONTRACTS**



## City of Saint John

### TENDERING POLICY FOR CONSTRUCTION CONTRACTS

#### PREAMBLE

Whereas the City of Saint John seeks to duly represent the public interest in the management of its public tendering process for construction contracts;

And whereas taxpayers/ratepayers have the right to expect the benefits of free and open competition, that is, the best goods and services at the lowest possible prices;

And whereas municipal tendering should duly respect the place of other stakeholders, including vendors and contractors, in the process;

And whereas the values of integrity, effectiveness, due process and efficiency must be inherent in the process;

Common Council establishes this tendering policy for construction contracts.

#### POLICY AND APPLICABLE STATUTES

Persons and/or companies that submit tenders for construction contracts are deemed to have understood and agreed to the requirements of this policy and all applicable tender documentation, as well as all applicable Municipal by-laws and Federal or Provincial statutes. Applicable federal and provincial statutes include, but are not limited to: the *Canada Competition Act*; the *New Brunswick Procurement Act*; *Construction Remedies Act*; *Local Governance Act* and the amendments thereto.

## **APPLICATION OF POLICY**

The City of Saint John seeks to optimize fair, open and independent competition for municipal construction work and to afford interested and qualified contractors the opportunity to seek the business.

This policy has been established for construction contracts valued in excess of \$100,000 (before HST). The procedures detailed herein shall apply to all publicly advertised tender calls issued on behalf of the City of Saint John for construction contracts, but do not apply to publicly advertised tenders for the supply of goods and/or services or to invited bids or calls for proposal.

The following divisions of tender specifications for construction contracts form part of this policy: *Instruction to Tenderers and Tendering Procedures* (Division 2); *Form of Tender* (Division 4); and *Form of Agreement* (Division 5).

## **PUBLIC NOTICE OF TENDER/TENDER ADVERTISEMENT**

A public notice of tender shall be issued for all construction contracts valued in excess of one hundred thousand dollars (\$100,000). The notice shall state the contract number, a brief description, the date and the time for the closing of tenders, the location of the locked box for receipt of tenders, and the date, time and location of the tender opening.

## **TENDER DOCUMENTATION**

The following documentation shall be provided to those persons or companies who wish to submit a tender, at an appropriate cost as determined by the Chief City Engineer:

1. Division 1: *Project Description* – as determined by the Chief City Engineer or a designate;
2. Division 2: *Instruction to Tenderers and Tendering Procedures* – forming part of this policy;
3. Division 3: *Particular Specifications* - as determined by the Chief City Engineer or a designate;
4. Division 4: *Form of Tender* - forming part of this policy, and including a Certificate of Independent Tender Determination;
5. Division 5: *Form of Agreement* - forming part of this policy;
6. A notice that Division 6: *General Administration of Contract* and Division 7: *Construction of Municipal Services* of the General Specifications apply to all contracts, and that it is the responsibility of the tenderer to familiarize itself with the provisions in Divisions 6 and 7, as well as those of any other division in the General Specifications determined by the Chief City Engineer or a designate to be applicable to the contract; and
7. Applicable contract drawings, as determined by the Chief City Engineer or a designate.



---

## **TENDER PROCESSING**

Tenders shall be received and processed in accordance with the provisions set out in Division 2: *Instruction to Tenderers and Tendering Procedures*.

## **TENDER OPENING COMMITTEE**

A tender opening committee is hereby established, consisting of a chairman and two members, as follows:

*Chair:*                    *Purchasing Agent or a designate*

*Member:*                *Chief City Engineer or a designate*

*Member:*                A member of staff designated by the City Manager

The committee shall proceed in accordance with the provisions set out in Division 2.

## **TENDER REJECTION AND AWARD OF CONTRACT**

The City of Saint John reserves the right to reject any or all tenders, or to accept a tender other than the lowest tender and to accept the tender deemed to be in its best interests, based on evaluation of relevant criteria, including quality, service and price.

Common Council shall make the decision as to whether or not a contract shall be awarded and to whom it will be awarded.

## **GENERAL SPECIFICATIONS**

The Chief City Engineer may, from time to time, revise the technical provisions of the General Specifications to reflect changes in technology, methods or construction industry practices.



City of Saint John

## **CONTRACT SPECIFICATIONS**

### **DIVISION 3**

## **PARTICULAR SPECIFICATIONS**

AUGUST 2023



City of Saint John

**TABLE OF CONTENTS**

**DIVISION 3 – PARTICULAR SPECIFICATIONS**

<b><u>Section</u></b>	<b><u>Page</u></b>
3.1 Additional Specifications for this Project .....	3-1
3.1.01 Work Description .....	3-1
3.1.02 Project Meetings .....	3-1
3.1.03 Project Schedule .....	3-2
3.1.04 Traffic Direction and Controls .....	3-2
3.1.05 Utilities.....	3-3
3.1.06 Protection of Existing Services/Structures .....	3-3
3.1.07 Items to be Supplied by the Contractor .....	3-3
3.1.08 Shop Drawings and Submittals .....	3-3
3.1.09 Safety .....	3-4
3.1.10 Casing Pipe.....	3-4
3.1.11 Asphalt Concrete .....	3-5
3.1.12 Rock Excavation .....	3-5
3.1.13 Protection of Existing Trees .....	3-5
3.1.14 Miscellaneous Restoration.....	3-5
3.1.15 COVID 19 Pandemic: Considerations for Construction Contracts .....	3-5
3.1.16 Posting of Certificate of Substantial Performance (Form 7) .....	3-6
3.1.17 Payment Certifier .....	3-6
3.1.18 Changes in the Work .....	3-6



## **PARTICULAR SPECIFICATIONS**

This division shall be read in conjunction with and take precedence where they may prove at variance with the City of Saint John, General Specifications.

### **3.1 ADDITIONAL SPECIFICATIONS FOR THIS PROJECT**

#### **3.1.01 Work Description**

The work consists generally of the installation of 2-300mm diameter PVC DR35 Thermal Casing pipes between the Canada Games Aquatic Centre and Market Square, crossing St. Patrick Street in Saint John.

More specifically, the project includes the supply and installation of approximately:

- 66 lineal meters of 300mm diameter PVC DR35 casing pipe.
- Coring 4 – 300mm openings in concrete walls for pipes, installing pipes through openings and sealing with link seal to make openings watertight.
- 24 lineal meters of concrete curb and gutter.
- 6 lineal meters of concrete barrier curb.
- 6 square meters of cobble stone to be salvaged and re-used to reinstate median.
- 54 square meters of brick paver sidewalk.
- All restoration and miscellaneous items as shown on the drawings and as specified.

This project is to be completed in accordance with the 2022 City of Saint John General Specifications.

#### **3.1.02 Project Meetings**

A pre-construction meeting will be arranged by the Engineer to discuss with the Contractor the schedule of work, scope of work, work coordination, specific construction procedures, traffic control, and other related issues.

There will be a weekly meeting with the Contractor, consultant and the City of Saint John. The location and timing of these meetings will be discussed at the pre-construction meeting. The purpose of these meetings is to coordinate the work with the various stakeholders and to monitor progress.

### 3.1.03 **Project Schedule**

The Contractor shall submit a proposed schedule for the work in accordance with Division 6.13 Schedule of Work of the City of Saint John General Specifications.

St. Patrick Street is a major route for access to/from the City Centre and so the majority of the work must be planned and performed over 2 weekends (between 10pm on Friday and 5am on Monday) to minimize traffic disruptions.

A complete shutdown of all four (4) lanes will be required over a full weekend to allow for pipe installation and backfilling across all four lanes of the street. The Contractor is expected to work additional hours on the weekend shutdown as required to maintain the street closure schedule at no additional cost to the Contract.

Single lane closures can be undertaken by the Contractor to prepare the work site in advance of paving. A second weekend shut down will be required to complete repaving of the street.

The construction sequence will be discussed in detail at the pre-construction meeting.

The Substantial Completion of the work is 30 calendar days from the start of construction but no later than October 15, 2023.

### 3.1.04 **Traffic Direction and Controls**

Traffic Direction and Controls shall be in accordance with Division 7.20 Traffic Direction and Controls of the City of Saint John General Specification. Detours and street closures shall not be undertaken by the Contractor without prior approval by the Engineer and the City of Saint John. Local traffic shall be maintained. Any approved detour routes shall be clearly marked throughout the construction period. These signs shall be supplied, installed and maintained by the Contractor, incidental to the work.

Traffic Controls and scheduling will require coordination with Market Slip project contractor to ensure that no delays or disruptions occur on either construction site.

Accessible pedestrian traffic must be maintained throughout the construction period. The Contractor is responsible for co-ordination of safe passage of pedestrians around the construction site.

All pedestrian and traffic controls shall be considered incidental to the work.

The Contractor will be required to place proper signage in accordance with the City of Saint John Work Zone Safety manual and the General Specifications. The Contractor shall be responsible for providing and maintaining local traffic and access to businesses in the work zone. For the duration of the construction activity, the Contractor is responsible for covering or removing signs that are not pertinent to the current construction activities.

The Contractor shall erect a temporary security fence or barricades around all work areas to separate construction traffic and workers from the public as well as to

protect the public from the hazards of open trenches. It is the Contractor's responsibility to ensure that all applicable codes and standards are met.

#### 3.1.05 **Utilities**

The Contractor is responsible for coordinating with the utilities to locate their infrastructure prior to the start of the Work and if necessary, for the "daylighting" any lines to verify their location. Any "daylighting" as well as repairs required due to the contract work will be considered incidental to the Work.

Protection of utility systems and poles, including but not limited to supporting poles and daylighting of underground lines, shall not be measured for separate payment but shall be considered incidental to the Work.

Underground utilities shall be supported as required and, in a manner acceptable to the relevant utility. This shall be considered incidental to the Work.

No claim will be entertained for any damage or any slowdown of work due to the aforementioned utilities. Further, the Contractor will be fully responsible for the costs of repairs required to any of these utilities, including incidental damages resulting from the Work.

#### 3.1.06 **Protection of Existing Services/Structures**

In the event of damage to the water mains, sewers or service laterals, the Contractor shall make such repairs or replacements or rebuild such affected parts of the work as the Engineer may deem necessary, at the Contractor's expense, if the underground infrastructure is properly marked (within 1.0 meter horizontally).

The Contractor shall protect existing buildings and foundations as required to prevent damage to these structures during construction. Any damage caused by the Contractor to these structures shall be repaired at the Contractor's expense.

The Contractor must keep the site clean and graded smooth as work progresses, to the complete satisfaction of the Engineer.

#### 3.1.07 **Items to be supplied by the Contractor**

The Contractor shall supply everything necessary to complete the Work shown on the Drawings and detailed in these Specifications. This includes minor details, work, materials, equipment, labour or services not specifically mentioned on the drawings or in the specifications but obviously necessary for the proper completion of the Work.

#### 3.1.08 **Shop Drawings and Submittals**

Shop drawing submissions will be required as a minimum for the following for review by the Engineer:

- Pipe, couplings, and pipe penetration seals,
- All granular materials including bedding, backfill, sub-base and base to be used in the works.
- Asphalt mix design and QC plan.
- Any additional items where specified in these Specifications; and,

- Any other materials for which the Engineer requests shop drawings.

Shop drawings shall be in accordance with Division 7.3 of the City of Saint John General Specifications.

In addition to the shop drawings requirements of Division 7.3 of the City of Saint John General Specifications, the Contractor is to submit the following:

An electronic copy of the shop drawings bearing a digital signature to show proof of review of the Contractor.

Prior to delivery of any material to the job site, and sufficiently in advance of requirements to allow the Consultant time for review, submit for review detailed, dimensioned drawings or cuts, showing construction, size, arrangement, operating clearances, performance characteristics and capacity. Each piece of material or equipment proposed shall be a standard catalogue product of an established manufacturer and of quality, finish, and durability to that specified.

Samples, drawings, specifications, catalogues, submitted for review, shall be properly labeled indicating specified service for which material or equipment is to be used, section and article number of specifications governing, Contractor's name and name of job.

Catalogues, pamphlets, or other documents submitted to describe items on which review is being requested, shall be specific and identification in catalogue, pamphlet, etc. of item submitted shall be clearly made in ink. Data of a general nature will not be accepted. Shop drawings with engineering content must bear the stamp and signature of the engineer responsible for their preparation. This engineer must be licensed or registered in New Brunswick.

Failure of the Contractor to submit shop drawings in ample time for review shall not entitle them to any extension of contract time, and no claim for extension by reason of such default will be allowed.

### **Measurement for Payment**

The costs associated with shop drawing preparation will not be paid for separately and will be considered incidental to the Work.

#### **3.1.09 Safety**

Before starting the work, the Contractor will inform WorkSafeNB of their intentions to start construction. All work will be done in compliance with the Occupational Safety Act, Regulations 91-191 and 88-221.

All work will be performed in a safe and efficient manner to the complete satisfaction of both the Engineer and the Safety Inspector.

#### **3.1.10 Casing Pipe**

The Contractor is to provide the necessary equipment, labour and materials to install the new casing pipes including coring concrete as required to align the piping to the proposed locations. The Contractor is to verify all dimensions and information prior to construction.

This piping shall be installed, bedded and backfilled as shown on the drawings to the requirements of the City of Saint John General Specifications for storm piping. All pipe perforations through concrete walls shall be sealed with Link-Seal or approved equal for a watertight seal.

#### 3.1.11 **Asphalt Concrete**

The asphalt concrete reinstatement will be as follows:

- 100mm of lower course asphalt mix Superpave 19 (0.3 to < 3 million ESALs) and 40mm of upper course asphalt mix Superpave 9.5 (0.3 to < 3 million ESALs).

Bituminous tack coat will be required on all milled surfaces and between the lower and upper asphalt courses as the application rate as specified in the City of Saint John General Specifications.

A transverse key joint shall be cold milled where the new asphalt terminates against existing pavement. This shall be in accordance with Division 27.5.19 and City of Saint John Standard Drawing S045-307.

Temporary asphalt ramps are to be installed at the transition of the new and existing asphalt in accordance with Division 27.5.19 Milling of Existing Asphalt Concrete of the City of Saint John General Specifications.

#### 3.1.12 **Rock Excavation**

No rock blasting shall be permitted. The Contractor shall select an appropriately sized rock breaker for the Work to minimize disruption.

#### 3.1.13 **Protection of Existing Trees**

The Contractor must exercise care and caution when working around existing City or private trees. All work must be carried out in accordance with Division 7.27.

The Contractor shall remove the small tree and grate near the pipe alignment on the south side of St. Patrick Street and replace with brick pavers to match existing sidewalk.

#### 3.1.14 **Miscellaneous Restoration**

Where the Contractor's operations have required or caused the removal of, or damage to, retaining walls, landscaping or other items, the Contractor shall be responsible to restore the work site to its original condition. Removed items may be re-installed if they are undamaged. Damaged items will be replaced at the Contractor's expense.

#### 3.1.15 **COVID 19 Pandemic: Considerations for Construction Contracts**

In addition to the requirements of Division 7.11 (Notification of Official Agencies), the Contractor shall be responsible for carrying out the Works in strict accordance with

all Federal, Provincial and Municipal Laws, Acts, Regulations, by-laws, codes, etc., including any orders, policies, directives, standards and guidelines issued by any governmental authority, governing all or any part of the work under this Contract.

As of March 21, 2022, Common Council of the City of Saint John rescinded the City's existing COVID-19 Vaccine or Test Policy statement. If at any time during the duration of this contract, a policy governing COVID-19 is put into effect by the City of Saint John, the Contractor and its sub-contractors shall be responsible for fully complying with the requirements. All costs associated with meeting any requirements as it relates to COVID-19 are the responsibility of the Contractor and should be included in their bid.

**3.1.16 Posting of Certificate of Substantial Performance (Form 7)**

A copy of the Certificate of Substantial Performance for the Contract will be posted on the City of Saint John website (under *Community Dashboard*) within seven (7) days of a copy being given to the Contractor. If the Contractor does not want the Certificate of Substantial Performance to be posted on the City's website, the Contractor must notify the Payment Certifier in writing at the time Substantial Completion is requested. By way of this clause, the City of Saint John is advising the Contractor that it is the responsibility of the Contractor to give all lienholders in respect of the improvement (Work) the website address and any other information required to view the posted certificate, as is compulsory by the *Construction Remedies Act*.

**3.1.17 Payment Certifier**

The payment certifier shall be the engineer listed as the Authorized Enquiries Contact in the table in Section 2.5.01. The alternate payment certifier shall be the engineer or technologist listed as the Designated Alternate Contact in Section 2.5.01.

**3.1.18 Changes in the Work**

For this project any references to the New Brunswick Crown Construction Contracts Act (Machine Rental Regulation) in Division 6.17 shall be replaced with the New Brunswick Department of Transportation and Infrastructure: 2023 Machine Rental Rate Policy – Appendix A.



City of Saint John

## **CONTRACT SPECIFICATIONS**

### **DIVISION 4**

### **FORM OF TENDER**

**AUGUST 2023**



City of Saint John

## TABLE OF CONTENTS

### **DIVISION 4 – FORM OF TENDER**

<u>Section</u>	<u>Page</u>
4.1 Tender Identification .....	4-1
4.2 Tenderer's Responsibilities and Agreement .....	4-1
4.3 Bonding and Insurance Commitments .....	4-3
4.3.01 Tender (Bid) Bond or Certified Cheque .....	4-3
4.3.02 Performance Guarantees.....	4-3
4.3.03 Insurance .....	4-4
4.4 Statements .....	4-4
4.4.01 Reference Regarding Tenderer's Financial Status .....	4-4
4.4.02 Particulars of Tenderer's Recent Contracts .....	4-4
4.4.03 Particulars of Current Construction Work by Tenderer.....	4-7
4.4.04 Tenderer's Senior Supervisory Staff.....	4-7
4.4.05 Tenderer's Plant .....	4-8
4.4.06 Tenderer's Other Resources.....	4-8
4.4.07 Sub-Contractors and Suppliers.....	4-9
4.5 Schedule of Quantities and Unit Prices.....	4-9
4.6 Certificate of Independent Tender Determination.....	4-9
 <b>APPENDIX 4A:</b> SCHEDULE OF QUANTITIES AND UNIT PRICES (Schedule format shall be as specified by the Engineer).....	 4-12
 <b>ATTACHMENT:</b> TENDERER'S CHECKLIST .....	 4-13
(Provided for information only)	



#### **4.1 TENDER IDENTIFICATION**

**Tender No:** 2023-085104T

**Title of Work:** Thermal Interconnect – Market Square and Aquatic Centre

#### **4.2 TENDERER'S RESPONSIBILITIES AND AGREEMENT**

**TO THE CITY OF SAINT JOHN, NEW BRUNSWICK:**

The undersigned hereby agrees that failure to complete all required parts of the Form of Tender shall be subject to the reserved rights of the City and shall be grounds for rejection of the Tender in accordance with Section 2.11.

The undersigned Tenderer has carefully examined the site of the Work described herein, has become familiar with local conditions and the character and extent of the Work, has carefully examined every part of the proposed Contract, and thoroughly understands its stipulations, requirements and provisions and has carefully examined all of the following documents which together comprise the Tender Documents:

1. Project Description (Division 1)
2. Instructions to Tenderers and Tendering Procedures (Division 2)
3. The Particular Specifications (Division 3)
4. The Form of Tender (Division 4)
5. The Form of Agreement (Division 5)
6. The General Specifications (Divisions 6 through 31)
7. The Plans and Drawings
8. Addenda Issued

together, the "Tender Documents".

The undersigned Tenderer has determined the quality and quantity of materials required, has investigated the location and determined the source of supply of materials required, has investigated labour conditions, and has arranged for the continuous execution of the Work herein described.

The undersigned Tenderer hereby agrees to be bound by the award of the contract, and if awarded the Contract, to sign the Form of Agreement (Division 5) within five (5) working days following the City's Notice of Selection.

In the event the City accepts its Tender, the undersigned Tenderer hereby agrees to Substantially Complete the Work no later than October 15, 2023.

The undersigned Tenderer agrees that they have received all Addenda and the Tender Price includes the provisions set out in the Addenda.



**4.2 TENDERER’S RESPONSIBILITIES AND AGREEMENT (Cont’d)**

The undersigned Tenderer further agrees to provide all necessary permits, approvals, labour, material, plant, equipment, tools, incidentals, products, water, light, heat, power, transportation, facilities, services and other means of the specified requirements which are necessary to complete the work in accordance with the contract and agrees to accept, therefore, in payment in full, the unit prices stated herein in the *Schedule of Quantities and Unit Prices*, plus applicable taxes, for the actual quantities performed in accordance with the drawings and specifications, for the total sum of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in Canadian Funds, which price includes HST (the “Tender Price”).

By submitting a Tender, the Tenderer absolutely waives any right, cause of action or claim for any compensation of any kind whatsoever as a result of participating in this Request for Tender Call or by reason of the City’s failure to accept the Tender submitted by the Tenderer, and the Tenderer shall be deemed to have agreed to waive such right, cause of action or claim.

*Place of Signing:* Signed, sealed and delivered at \_\_\_\_\_

*Date of Signing:* This \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

*Name and Title:* By \_\_\_\_\_

*Legal Name of Tenderer:* \_\_\_\_\_ *PLACE*

*Signature of Tenderer or Authorized Agent:* \_\_\_\_\_ *SEAL*

*Signature of Witness:* \_\_\_\_\_ *HERE*

*Address of Tenderer:* \_\_\_\_\_  
\_\_\_\_\_

### 4.3 **BONDING AND INSURANCE COMMITMENTS**

Failure of the Tenderer to complete Sections 4.3.01, 4.3.02 and 4.3.03 may be grounds for rejection of the Tender.

#### 4.3.01 **Tender (Bid) Bond or Certified Cheque**

A certified cheque or Tender (Bid) Bond accompanies this Tender, as indicated below:

##### (a) **Certified Cheque**

Provided is a certified cheque payable to The City of Saint John in the amount of \_\_\_\_\_

**Signature of Tenderer or Authorized Agent:** \_\_\_\_\_

##### (b) **Tender (Bid) Bond**

Provided is a Tender (Bid) Bond payable to The City of Saint John in the amount of \_\_\_\_\_

The Tender (Bid) Bond has been negotiated for, procured from and the premium paid to a New Brunswick agent of an insurance company licensed to do business in New Brunswick.

**Signature of Tenderer or Authorized Agent:** \_\_\_\_\_

#### 4.3.02 **Performance Guarantees**

One of the following acceptable forms of Performance Guarantees will accompany the Contract, as indicated below:

##### **Performance Bond and the Labour and Material Payment Bond**

The Performance Bond and the Labour and Material Payment Bond, each at fifty percent (50%) of the Tender Price covering the faithful performance of the full Contract, will be issued by an insurer licensed under the *Insurance Act* to transact guarantee insurance or surety insurance.

The Performance Bond and the Labour and Material Payment Bond shall be in the form prescribed by the regulations under the *Construction Remedies Act*. Where permitted pursuant to the *Construction Remedies Act* and where specifically allowed and called for in the Tender Documents as being permitted, the City may allow alternate forms of security.

A surety consent letter or Agreement to Bond must accompany the Tender submission.

**Signature of Tenderer or Authorized Agent:** \_\_\_\_\_

**4.3.03 Insurance**

The undersigned Tenderer has reviewed the insurance requirements in the Contract. The following provision for contract insurances will be utilized, as indicated below:

The insurance required in the contract will be negotiated for, procured from and the premium paid to an insurance company licensed to do business in the Province of New Brunswick.

**Signature of Tenderer or Authorized Agent:** \_\_\_\_\_

**4.4 STATEMENTS**

A Tender which does not include completed statements at Sections 4.4.01 to 4.4.07 hereunder and the duly completed Schedule of Quantities and Unit Prices at Appendix 4A may be Disqualified.

**4.4.01 Reference Regarding Tenderer’s Financial Status**

*Name of Reference:* \_\_\_\_\_

*Address of Reference:* \_\_\_\_\_

\_\_\_\_\_

**4.4.02 Particulars of Tenderer’s Recent Contracts**

The Tenderer shall provide hereunder particulars of at least three (3), and if possible, five (5) contracts which the Tenderer has successfully carried to completion within the last three (3) years, or is now carrying to completion.

Tenderers shall be actually engaged in performing the type and standard of work specified, and the projects referenced below shall be work of a similar character to the Work now being tendered and shall be of comparable or greater size.

Tenderers who have not performed work for The City of Saint John within the last three (3) years shall submit additional information with the Form of Tender that would demonstrate the Tenderer’s ability to perform the type and standard of work specified and the Tenderer’s financial, technical and project management reliability.



**4.4.02 Particulars of Tenderer’s Recent Contracts (Cont’d)**

**Contract 1:** Brief description of contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner, contact name and telephone number: \_\_\_\_\_  
\_\_\_\_\_

Contractor's supervisor: \_\_\_\_\_  
\_\_\_\_\_

Year completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_

**Contract 2:** Brief description of contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner, contact name and telephone number: \_\_\_\_\_  
\_\_\_\_\_

Contractor's supervisor: \_\_\_\_\_  
\_\_\_\_\_

Year completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_

**Contract 3:** Brief description of contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner, contact name and telephone number: \_\_\_\_\_  
\_\_\_\_\_

Contractor's supervisor: \_\_\_\_\_  
\_\_\_\_\_

Year completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_



**4.4.02 Particulars of Tenderer's Recent Contracts (Cont'd)**

**Contract 4:** Brief description of contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner, contact name and telephone number: \_\_\_\_\_  
\_\_\_\_\_

Contractor's supervisor: \_\_\_\_\_  
\_\_\_\_\_

Year completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_

**Contract 5:** Brief description of contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner, contact name and telephone number: \_\_\_\_\_  
\_\_\_\_\_

Contractor's supervisor: \_\_\_\_\_  
\_\_\_\_\_

Year completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_

**Contract 6:** Brief description of contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner, contact name and telephone number: \_\_\_\_\_  
\_\_\_\_\_

Contractor's supervisor: \_\_\_\_\_  
\_\_\_\_\_

Year completed: \_\_\_\_\_ Contract Value: \_\_\_\_\_

**4.4.03 Particulars of Current Construction Work by Tenderer**

If none of the projects described in 4.4.02 were in progress in Canada during the twelve (12) months immediately preceding this Tender, the Tenderer shall provide below particulars of a contract which the Tenderer satisfactorily carried out in Canada during that period.

Brief description of contract: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Owner, contact name  
 and telephone number: \_\_\_\_\_  
 \_\_\_\_\_

Date of commencement: \_\_\_\_\_

Date of (anticipated) completion: \_\_\_\_\_

Contract value: \_\_\_\_\_

Contractor's supervisor: \_\_\_\_\_

**4.4.04 Tenderer's Senior Supervisory Staff**

The Tenderer shall identify their senior supervisory staff in the spaces below.

Tenderers who have not performed work for the City within the last three (3) years shall submit with their Form of Tender a completed resume for each staff member listed hereunder outlining their experience, education, designations/certificates and continued training/education.)

<u>Name</u>	<u>Position</u>	<u>Qualifications</u>	<u># Years Experience</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



**4.4.05 Tenderer’s Plant**

The Tenderer shall list below the construction plant (type of machinery, equipment, trucks, etc.) the Tenderer proposes to use, other plant under the Tenderers control, and the plant the Tenderer proposes to hire, to complete the work within the time allowed.

<u>Type</u>	<u>Make</u>	<u>Model # &amp; Year</u>	<u>Gas/ Diesel</u>	<u>Net Engine Horsepower</u>	<u>Bucket Size Excavator GVW</u>

**4.4.06 Tenderer’s Other Resources**

The Tenderer shall list below the batch plant, gravel pits or quarries, and the like that the Tenderer proposes to use to complete the work within the time allowed.

---



---



---



---



---



---



---



---



**4.4.07 Sub-Contractors and Suppliers**

Tenderers shall state the name and address of each proposed sub-contractor or supplier.

The listing of more than one sub-contractor or supplier for any one sub-trade or failure to submit a complete list of sub-contractors and suppliers may be grounds for rejection of the Tender. After the City has provided the selected Tenderer with written notification of the City's acceptance of its Tender, the selected Tenderer shall not substitute other sub-contractors or suppliers in place of those named below without the written approval of the Engineer.

<b><u>Sub-Trade or Supplier</u></b>	<b><u>Name of Sub-Contractor/Supplier</u></b>	<b><u>Address</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**4.5 SCHEDULE OF QUANTITIES AND UNIT PRICES**

The tenderer shall complete and attach as Appendix 4A the required *Schedule of Quantities and Unit Prices* for the Work tendered, in the format specified by the Engineer.

**4.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Tender to The City of Saint John for:

**Tender No.:** \_\_\_\_\_

**Title of Work:** \_\_\_\_\_

\_\_\_\_\_

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ that:

(Corporate Name of Tenderer)

#### 4.6 **CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (Cont'd)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign, the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - (a) may submit a Tender in response to this Request for Tender;
  - (b) could potentially submit a Tender in response to this Request for Tender, based on their qualifications, abilities or experience;
6. The Tenderer discloses that (check one of the following only, as applicable):
  - the Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor; or
  - the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this Request for Tender, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements.
7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) methods, factors or formulas used to calculate prices;
  - (c) the intention or decision to submit, or not to submit, a Tender; or
  - (d) the submission of a Tender which does not meet the specifications of the Request for Tender;except as specifically disclosed pursuant to paragraph (6)(b) above;

**4.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (Cont'd)**

8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this Request for Tender relates, except as specifically authorized by The City of Saint John or as specifically disclosed pursuant to paragraph (6)(b) above;
  
9. The terms of the accompanying Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender Opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

*Name of Tenderer or Authorized Agent:* \_\_\_\_\_

*Signature of Tenderer or Authorized Agent:* \_\_\_\_\_

*Position Title:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Address of Tenderer:* \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT: TENDERER'S CHECKLIST**

(The onus is entirely on the Tenderer to understand all the requirements of the tendering process and the Tender Documents. This checklist is provided for information only and is not required to be submitted with the Form of Tender.)

**BEFORE SUBMITTING YOUR TENDER, CHECK THE FOLLOWING POINTS:**

- Has your Tender been signed and witnessed?
- Have you sealed the *Form of Tender* with your corporate seal?
- Have you enclosed your Tender (Bid) Bond or certified cheque?
- Have you enclosed the surety consent letter?
- Have you completed all sections of the *Form of Tender*?
- Have you completed all schedules and prices in the *Form of Tender*?
- Have you written each unit price or lump sum price out in words, including the words "dollars" and "cents"?
- Have you included signed copies of all addenda signature pages?
- Have you listed your Subcontractors and suppliers?
- Have you listed your experience in similar work?
- Have you listed your senior staff?
- Have you listed the Tenderer's plant?
- Have you attached required appendices and required supplemental information?
- Are the documents complete?
- Is everything legible?

**PLEASE MAKE SURE THAT YOU:**

- (a) Place the Tender in an envelope;
- (b) Seal the envelope;
- (c) Put the Tender number, title of Work and closing date and time on the sealed envelope;
- (d) Put the full legal name and return address of the Tenderer on the envelope; and
- (e) Deposit the envelope in the Tender Box located at 175 Rothesay Avenue, 1<sup>st</sup> Floor, Saint John, N.B.



City of Saint John

## **CONTRACT SPECIFICATIONS**

### **DIVISION 5**

### **FORM OF AGREEMENT**

AUGUST 2023



City of Saint John

## TABLE OF CONTENTS

### **DIVISION 5 – FORM OF AGREEMENT**

<u>Section</u>	<u>Page</u>
5.1 Agreement Between Owner and Contractor.....	5-1
5.2 Contract Documents .....	5-2
5.3 Addenda .....	5-2
5.4 Contract Price.....	5-2
5.5 Payment .....	5-3
5.6 Agreement Documents .....	5-3
5.7 Execution of Agreement .....	5-4
5.8 Affidavit of Corporate Execution .....	5-5
5.9 Checklist for Insurance Requirements .....	5-6



**5.1 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:** \_\_\_\_\_

**Title:** \_\_\_\_\_

- (b) The Contractor shall do and fulfill everything indicated by this Agreement; and
- (c) The Contractor shall Substantially Complete the Work no later than \_\_\_\_\_ .

## **5.2 CONTRACT DOCUMENTS**

### **5.2.01 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.

### **5.2.02 Contract Specifications**

Contract specifications for

**Contract No:** \_\_\_\_\_

**Title:** \_\_\_\_\_

City of Saint John, New Brunswick,

### **5.2.03 Drawings**

## **5.3 ADDENDA**

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

## **5.4 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.



**5.5 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.

**5.6 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.



**5.7 EXECUTION OF AGREEMENT**

In Witness Whereof the parties hereto have executed this Agreement.

) SIGNED, SEALED AND DELIVERED  
 )  
 ) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 )  
 ) by \_\_\_\_\_  
 ) (Contractor)  
 )  
 ) \_\_\_\_\_  
 ) (Witness) (Signature)  
 )  
 ) \_\_\_\_\_  
 ) (Name and Title) (Name and Title)  
 )  
 ) \_\_\_\_\_  
 ) (Signature)  
 )  
 ) \_\_\_\_\_  
 ) (Name and Title)  
 )  
 )  
 ) *PLACE SEAL HERE*

)  
 )  
 ) SIGNED, SEALED AND DELIVERED  
 )  
 ) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 )  
 ) by THE CITY OF SAINT JOHN.  
 )  
 )  
 ) \_\_\_\_\_  
 ) MAYOR  
 )  
 ) \_\_\_\_\_  
 ) COMMON CLERK  
 )  
 )  
 )  
 ) *PLACE SEAL HERE*



**5.8 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).

## 5.9 **CHECKLIST FOR INSURANCE REQUIREMENTS**

The insurance coverage required by the City is set out in General Administration of Contract, Division 6, of the General Specifications. An Insurance Certificate is to be deposited with the City.

The certificate of insurance should contain at least the following information:

- Be addressed to the City of Saint John.
- Be signed by an authorized representative on behalf of the insurance company.
- Contain a Wrap-up (Project Specific) Liability policy with inclusive limits of at least five million dollars (\$5,000,000.00).
- Show that the City of Saint John, the Contractor and Sub-Contractors, the Engineer and the Architect, are added as Additional Insured with respect to the operations of the Contractor.
- Confirm coverage for bodily injury and property damage and set forth the amount.
- Confirm that there is coverage for Contractual Liability with respect to this Contract.
- Confirm that the policy contains a cross liability clause.
- Confirm that there is Contingent Employer's Liability Coverage.
- Confirm that there is coverage for Broad Form Property Damage.
- Confirm that there is Completed Operations coverage with respect to this contract and that such coverage shall continue to be in force for the duration of the guarantee period (maintenance period) which is a period of twelve (12) months from the date of issuance of the Certificate of Final Completion.
- Confirm that there is coverage for Non-Owned Automobiles or licensed vehicles.
- Confirm that there is coverage for Owned Automobiles or licensed vehicles.
- Confirm that the indicated policies will not be cancelled, substantially amended, or allowed to lapse without the City first being given a thirty (30) day written notice.