

City of Saint John

## TENDER

### **Tender # 2023-085107T CITY MARKET FIRE ESCAPE UPGRADES AND FIRE SHUTTERS**

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 # 2023-085107T CITY MARKET FIRE ESCAPE UPGRADES AND FIRE SHUTTERS”**

will be received until 2:30:00 pm, Tuesday, November 28<sup>th</sup>, 2023 for the supply of all materials, labor and equipment necessary to complete the City Market Fire Escape Upgrades and Fire Shutters project located at the City Market at 47 Charlotte Street, 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: Thursday, November 9<sup>th</sup>, 2023*

**T E N D E R**  
**Tender # 2023-085107T**  
**CITY MARKET FIRE ESCAPE UPGRADES AND FIRE SHUTTERS**

**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 City Market Fire Escape Upgrades and Fire Shutters project located at the City Market at 47 Charlotte Street, in accordance with the enclosed specifications, drawings, terms and conditions.

**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 (ATAPP)
- New Brunswick Procurement Act and Regulation 2014-93
- City 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:

**“2023-085107T**  
**CITY MARKET FIRE ESCAPE UPGRADES AND FIRE SHUTTERS”**

will be received until 2:30:00 pm, Tuesday, November 28<sup>th</sup>, 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](mailto:supplychainmanagement@saintjohn.ca)

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

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

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

### **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	Thursday, November 9 <sup>th</sup> , 2023
<b>Pre-Bid Site Visit</b>	<b>Tuesday, November 14<sup>th</sup>, 2023 at 10:00AM ADT</b>
Deadline for Enquiries	Friday, November 17 <sup>th</sup> , 2023 at 4:00:00 pm, ADT
Deadline for Issuing Addenda	Monday, November 20 <sup>th</sup> , 2023 at 4:00:00 pm, ADT
Submission Deadline	Tuesday, November 28 <sup>th</sup> , 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](http://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](mailto: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](http://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 ([accountspayable@saintjohn.ca](mailto:accountspayable@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.

### **Cancelation Clause**

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

### **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. 2023-085107T  
CITY MARKET FIRE ESCAPE UPGRADES AND FIRE SHUTTERS**



**CITY MARKET BUILDING:  
FIRE ESCAPE STAIR UPGRADE & ADDITION OF FIRE SHUTTERS IN WINDOWS**

47 Charlotte Street  
Saint John, NB E2L 2H8

**PREPARED FOR**  
City of Saint John – Jason Barton

**RIMKUS MATTER NUMBER**  
100214228 – IRC No. 24787-NB23-017SP

Issue For Tender  
September 15, 2023

rimkus.com  
800.580.3228

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New Glasgow, Nova Scotia, B2H 2B3

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## **PART 1 - GENERAL**

### **1.1 DESCRIPTION**

- .1 General Contractor to provide all labour, plant, equipment, and materials necessary to perform to completion Work as described in these Contract Documents for:
  - .1 Saint John at City Market located at **47 Charlotte St., Saint John, NB, E2L 2H8.**
- .2 Contract Documents to be reviewed in their entirety with all sections, including Division 1-General Requirements, to be considered interrelated and form part of this section.

### **1.2 EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND WORKSITE**

- .1 Carefully examine and study, as indicated in Instructions to Bidders, all Bid Requirements together with existing site conditions and any other necessary data or conditions that may affect performance of Work in order to determine full extent of Work.

### **1.3 OWNER OCCUPANCY**

- .1 Owner will occupy premises during entire construction period for execution of normal operations.
- .2 Cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

### **1.4 CONTRACTOR USE OF PREMISES**

- .1 Contractor to limit use of premises for Work, day-use material storage, and access.
- .2 Coordinate use of premises under direction of Owner and Consultant.
- .3 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.

### **1.5 GENERAL SITE REQUIREMENTS**

- .1 Temporary Barriers, enclosures and signage will be highly enforced given use of property.
- .2 Contractor to ensure safety and proper execution of public routing; ensuring access to fire exits and routes if and when they are affected as part of Work.
- .3 Obtain Construction/Building Permit and sidewalk/roadway occupation permits as required by local municipality.
- .4 Determine nature and extent of all site services above and below grade prior to commencement of Work.
- .5 Coordination of trades will be responsibility of Contractor to ensure work is completed as soon as possible. Provide winter protection and heating as required to perform Work if required and as specified.
- .6 No public access to Work area to be allowed. Ensure access to fire exits are maintained and hoarded through Work area. Pedestrian access along sidewalks must be maintained as per Owner's requirements. No areas of access to or around building are to be restricted without approval of Owner.

- .7 Install temporary protection at all locations of Work, as required to ensure safe, clean, orderly removal and disposal work, and to provide protection for all interior and exterior building components, vehicles, pedestrians and occupants.
- .8 Provide temporary support to existing structural and cladding components during performance of work if required.
- .9 Install temporary protection for all materials and building components, which have been exposed during demolition/removals as specified.
- .10 Dispose of all materials at landfill site authorized by authorities having jurisdiction.

## **1.6 SITE SPECIFIC REQUIREMENTS**

- .1 Temporary Utilities: The contractor shall supply all temporary power and water needs to facilitate the completion of work. Access to building owner power and water is strictly prohibited.
- .2 No Smoking Policy: Smoking and vaping is strictly prohibited at project site; anywhere on premises.

## **1.7 SCOPE OF WORK: MOBILIZATION / DEMOBILIZATION**

- .1 For Entire Project: Mobilization/demobilization of all tools, materials, and labour required to carry out the Scope of Work, and to provide all General Requirements as outlined in Section 01 00 00 of the specifications. Specifically, it is expected that the Contractor will: Go beyond the minimum to ensure the safety and proper execution of public routing; ensuring temporary access to fire exits if and when they are affected as part of the work.
  - .1 Coordinate all trades to ensure the work is completed as soon as possible.
  - .2 Perform all work according to all Ministry of Labour requirements.
  - .3 Obtain Development and Building Permits as required by the local municipality.
  - .4 Obtain all service and utility locates for private and public services.
  - .5 Coordination of trades will be the responsibility of the general contractor to ensure the work is completed as soon as possible. Provide winter protection and heat as required to perform the work if required and as specified.
  - .6 No public access to the work area is to be allowed. Ensure access to building entrances are maintained and hoarded through the work area. Pedestrian access along sidewalks must be maintained at all times. No areas of access to or around the building are to be restricted without the approval of the owner.
  - .7 Install temporary protection at all locations of work, as required to ensure safe, clean, orderly removal and disposal work and to provide proper protection for property, all building components, vehicles, pedestrians, and occupants.
  - .8 Provide temporary support to existing structural and cladding components during performance of work (if required)
  - .9 Dispose of all unused materials at landfill site authorized by authorities having jurisdiction.
  - .10 Accept that weather conditions are considered incidental to the Work and will not be considered additional to Bid Price.
  - .11 Perform daily and final clean-up of the work and all surrounding areas.

- .12 Reinststate the site to its original condition or better with the approval of the Owner prior to demobilization.

## **1.8 SCOPE OF WORK: UPGRADE OF FIRE ESCAPE STAIR ASSEMBLY & INSTALLATION OF FIRE SHUTTERS INSIDE BUILDING AT SELECT WINDOWS**

- .1 All work is to be performed to meet applicable national and provincial codes, municipal by-laws, requirements as shown in the attached drawings, and per good industry standards. Reference links are noted before for reference:
  - .1 National Building Code of Canada 2020  
<https://nrc-publications.canada.ca/eng/view/ft/?id=515340b5-f4e0-4798-be69-692e4ec423e8>
  - .2 New Brunswick Building Code Administration Act  
<https://laws.gnb.ca/en/document/cs/2020-C.8>
  - .3 City of Saint John: by-laws and building development/permitting requirements  
<https://saintjohn.ca>
- .2 At the existing exterior fire escape stair assembly, the Contractor shall:
  - .1 Remove loose paint and rust by sanding, low-velocity sand-blasting and other means as appropriate to provide a surface suitable for welding (where require) and re-painting.
  - .2 Inspect all structural welds to confirm stability, and repair deficient welds where required.
  - .3 Add steel bar, angle and/or grating to ensure landings, stair treads, guard assemblies and handrail assemblies meet applicable safety codes, acts, regulations, and bylaws, unless permitted otherwise by the Authorities Having Jurisdiction. Measurements and dimensions shall be as follows:
    - .1 In a stair run, the nosing (leading edge) of the upper tread and rear (back) edge of the lower tread shall be vertically in line or overlapped by no more than 25mm.
    - .2 In guardrail and handrail assemblies, no gap between pickets, guards or other security components shall be more than 100mm if the gap shall pose a tripping or falling risk.
  - .4 Repaint the entire fire escape assembly in rust-resistant paint, with colour to be confirmed by owner and consultant.
- .3 At existing windows noted on the drawings as requiring protection, install heat-actuated fire shutters on the interior face of the window assemblies. Fire shutters shall bear a minimum 45 minute fire resistance rating and shall be mounted tight to the finished wall surfaces on levels two, three and four. The contractor shall confirm exact sizes onsite prior to commencement of work and shall provide detailed shop drawings to the Owner and Consultant for review. Installation shall be completed in accordance with the manufacturer's instructions to ensure a compliant installation that will satisfy the Authorities having jurisdiction. Fire shutters shall be CSA/ULC approved and comply will relevant NFPA requirements. Manufacturer/supplier to be ROLLerUP, Candoor, All-Rite Doors, or approved equal. The Contractor shall provide all rough carpentry and finishing services including gypsum board repair, mudding, taping, sanding and repainting. The installation of the shutters shall be coordinated with the schedule of the Owner and may require

installation outside of standard Monday-to-Friday business hours. This scheduling and any overtime work pay shall be included in the bid price.

### 1.9 CLEAN-UP

- .1 Drag a magnetic bar across work area and grounds to ensure removal of metal debris.
- .2 Final cleaning:
  - .1 Remove temporary protection.
  - .2 Remove dust, dirt and foreign matter from surfaces.
  - .3 Broom clean paved exterior surfaces.
  - .4 Clean all debris generated as a result of this work.
  - .5 Remove full garbage bins immediately. Do not pile debris or garbage on project site.

### 1.10 WARRANTY

- .1 workmanship warranty:
  - .1 For all Work Completed: Provide Owner with Contractor's warranty for workmanship stated on contractor's letterhead and preapproved by consultant, signed, authorized, and executed. Warranty period to be for **minimum of two (2) years** from date of substantial completion.
  - .2 During Contractor's warranty term, any work related to ramp installation found to be defective or otherwise not in accordance with the contract documents, shall be promptly repaired by the Contractor at no additional cost to the Owner. Applicators warranty obligations to run directly to owner.
  - .3 Cost of all warranties to be included in Bid Price.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION (NOT USED)

**END OF SECTION – 01 11 00**



## **PART 1 - GENERAL**

### **1.1 APPLICABLE PUBLICATIONS**

- .1 All codes, standard specifications and by-laws referred to in this section shall be current editions including all revisions, addenda and supplements.
  - .1 ASTM A53/A53M-12, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

### **1.2 PROTECTION**

- .1 Deliver, store, handle and protect materials for normal shipping conditions.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- .1 Steel to ASTM A53/A53M standard weight, minimum 30% recycled content.
  - .1 As shown on drawings, formed to shapes and sizes as indicated.
    - .1 Pickets, with decorative heads.
    - .2 Bars and angles, sizes to be confirmed as sufficient for proposed structural application by a Red-Seal welder.
    - .3 Grating, size and profile to match existing
  - .2 Paint all metal, both existing and new, using exterior-grade industrial anti-rust paint primer and finish coats from a major manufacturer:
    - .1 Manufacturer: Rust-Oleum, Sherwin Williams, PPG, or approved equal.
    - .2 finish to be matte or satin
    - .3 colour from the standard range
- .2 Steel sections and plates: to CSA G40.20/ G40.21.
- .3 Welding materials: to CSA W59.
- .4 Welding electrodes: to CSA W48 Series.
- .5 Bolts and anchor bolts: to ASTM A307.

### **2.2 FABRICATION**

- .1 Fabricate work square, true, straight and accurate to required size, with joints closely fitted and properly secured.
- .2 Where possible, fit and shop assemble work, ready for erection.
- .3 Ensure exposed welds are continuous for length of each joint. File or grind exposed welds smooth and flush.
- .4 Fabricate in accordance with CAN/CSA-S157 and in accordance with approved shop drawings.
- .5 All fabrication to conform to the spacing, size and height requirements of applicable codes.

## **2.3 FINISHES**

- .1 Finish to be a primed and painted onsite in accordance with paint manufacturer's instructions.

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- .1 Struct

### **3.2 EXAMINATION**

- .1 Take site measurements to ensure that Work is fabricated to fit surrounding construction, around obstructions and projections in place, or as shown on drawings, and to suit service locations.
- .2 Before commencing Work, verify at the site that the locations of railing installation have been prepared as specified under the Work of other sections to meet the installation requirements of this section.
- .3 Defective Work resulting from application to unsatisfactory concrete conditions, improper fastening or lack of site measurement will be considered the responsibility of those performing the Work of this section.

### **3.3 ERECTION**

- .1 Erect work square, plumb, straight, and true, accurately fitted, with tight joints and intersections.
- .2 Touch-up field welds and burnt or scratched surfaces after completion of erection.
- .3 Do welding work in accordance with CSA W59 unless specified otherwise.
- .4 Provide suitable means of anchorage.
- .5 Make field connections with bolts to CSA S16 or Weld field connection.

### **3.4 JOINT SEALING AND PAINTING**

- .1 Paint in accordance with CAN/CSA-S157.

### **3.5 FINAL CLEANING**

- .1 Immediately upon completion of installations and welding, wipe clean all surfaces using a non-pilling rag. Do not use abrasive agents or harsh chemicals that will damage the material finishes. Provide adequate protection for all surfaces of completed installations to prevent damage during remainder of construction activities.

**END OF SECTION - 05 50 00**

## **PART 1 - GENERAL**

### **1.1 RELATED SECTIONS**

- .1 Section 01 11 00 – Summary of Work

### **REFERENCES**

- .2 Latest edition of all listed references to apply:
  - .1 American Lumber Standards Committee (ALSC): Softwood Lumber Standards.
  - .2 American Plywood Association (APA) Product Guide: Grades and Specifications.
  - .3 American Wood Preservers Assoc. (AWPA): Timber Products Pressure Treatment.
  - .4 Canadian Standards Association (CAN/CSA):
    - .1 CAN/CSA B111: Wire Nails, Spikes and Staples.
    - .2 CAN/CSA-G164M: Hot Dip Galvanizing of Irregularly Shaped Articles.
    - .3 CAN/CSA O121M: Douglas Fir Plywood.
    - .4 CAN/CSA-O141: Softwood Lumber.
    - .5 CAN/CSA O151M: Canadian Softwood Plywood.
    - .6 CAN/CSA-O325.0: Construction Sheathing.
  - .5 National Forest Products Association (NFPA): Grading Rules.
  - .6 National Lumber Grades Authority (NLGA): Stnd. Grading Rules, Canadian Lumber.

### **1.2 QUALITY ASSURANCE**

- .1 Lumber identification to be by grade stamp of an agency certified by Canadian Lumber Standards Accreditation Board or applicable CSA standards.
- .2 At all times during Work, Contractor will have on site a qualified project supervisor. It will be Supervisor's responsibility to ensure that Work is carried out in an efficient manner, according to Plans and Specifications.

### **1.3 DELIVERY, STORAGE, AND HANDLING**

- .1 Protect lumber and other products from dampness both during and after delivery at site.
- .2 Pile lumber in stacks in such manner as to provide air circulation around surfaces of each piece.
- .3 Stack products so as to prevent warping.
- .4 Do not have more material delivered to site than can be used within the workday.
- .5 All unused materials to be removed from the worksite at the end of each workday.

### **1.4 WASTE MANAGEMENT AND DISPOSAL**

- .1 Set aside damaged wood and dimensional lumber off-cuts for acceptable alternative uses (e.g. bracing, blocking, cripples, bridging, finger-joining, or ties). Store this separated reusable wood waste convenient to cutting station and area of work.
- .2 Separate and recycle waste materials in accordance with applicable local, provincial and national regulations. Include for tipping fees associated with landfills and recycling depots

- .3 Unused preservatives and fire-retardant materials are to be diverted from landfill through disposal at a special waste depot.
- .4 Do not burn scrap at project site.
- .5 Fold up metal banding, flatten, and place in designated area for recycling.

## **PART 2 - PRODUCTS**

### **2.1 LUMBER MATERIALS**

- .1 Materials to be best merchantable lumber, straight and sized and shaped to correct dimensions from nominal sizes noted on drawings. Lumber to be selected from well seasoned stock, free from loose resinous knots, shakes, waxed edges, splits, dry rot or other defects which would impair strength or durability.
- .2 Lumber in accordance with following standards:
  - .1 CAN/CSA-O141.
  - .2 NLGA Standard Grading Rules for Canadian Lumber.
- .3 Unless specified otherwise all framing members to be No.1/No.2 SPF.
- .4 All wood materials to be pressure treated in brown finish. Do not install products in green finish.
- .5 Moisture Content:
  - .1 At time of delivery and maintained at site.
  - .2 Boards and lumber 51mm (2") and less in thickness: 19% or less.
  - .3 Lumber over 51mm (2") thick: 25% or less.
- .6 Preservative Treatment:
  - .1 Preservative treatment by pressure method to ASTM D1760; except any process involving use of prohibited Chromated Copper Arsenate (CCA).

### **2.2 ACCESSORIES**

- .1 Lumber Framing Accessories
  - .1 Bent metal plate: 18ga or 22ga, galvanized metal sheet, formed as required.
  - .2 Anchorage to brick or masonry: fasteners specifically fabricated for installation in historic masonry products.
  - .3 Hangers and framing connectors:
    - .1 Hilti.
    - .2 Simpson Strong-Tie.
    - .3 Approved equal.
  - .4 Screws & Nails: to suit connection material, gauge and length to suit application.
  - .5 Accessory Finishes
    - .1 Galvanized: to CAN/CSA-G164.

- .2 Stainless steel type 304.
- .3 Ceramic or other factory-applied anti-corrosion coating.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- .1 Comply with safety regulations and applicable bylaws governing work included in this section. Provide and maintain necessary barriers, guards and rails.
- .2 Scope of work as indicated on drawings.

### **3.2 SITE APPLIED WOOD PRESERVATIVE OR ISOLATION TREATMENTS**

- .1 Treat ends of site cut surfaces of materials delivered to site with wood preservative or isolation coating to suit application.
- .2 Re-treat surfaces exposed by cutting, trimming or boring with liberal brush application of coating before installation.

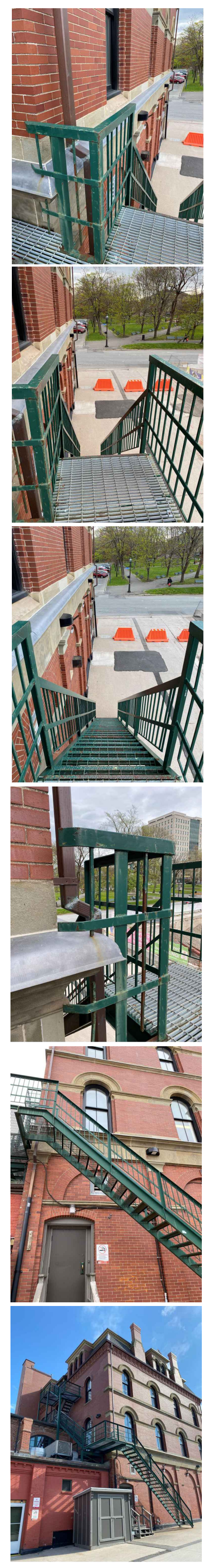
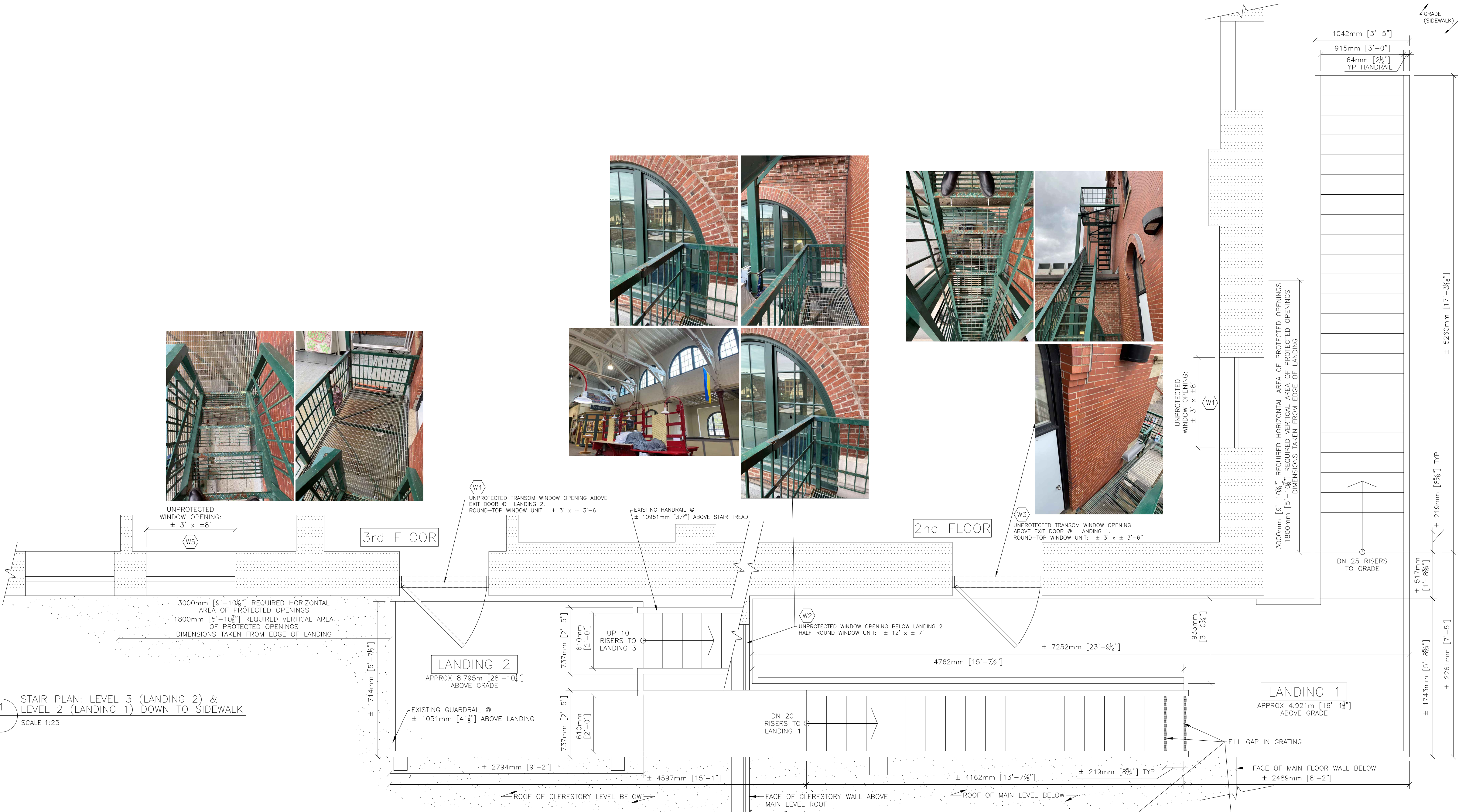
### **3.3 INSTALLATION**

- .1 Even if in product is in place as a temporary and/or hidden support:
  - .1 Install furring and blocking as required to space-out and support other work as required.
  - .2 Align and plumb faces of furring and blocking to tolerance of 1:600.
  - .3 Install wood wood supports as required and secure with adequate fasteners.

### **3.4 ERECTION**

- .1 Frame, anchor, fasten, tie and brace members to provide necessary strength and rigidity, using Simpson Strong-Tie products, or approved equal, to suit application.
- .2 Countersink fasteners where necessary to provide clearance for other work.

**END OF SECTION - 06 10 00**



**NOTES**

- CONSTRUCTION METHODS & MATERIALS SHALL CONFORM TO THE CURRENT EDITION OF THE NATIONAL BUILDING CODE OF CANADA, NB BUILDING AND PUBLIC SAFETY ACTS AND LOCAL BYLAWS.
- THE CONTRACTOR SHALL EXAMINE ALL DIMENSIONS WITH SITE CONDITIONS & REPORT ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
- PROVIDE TEMPORARY HORIZONTAL AND CROSS BRACINGS TO HOLD FRAMING MEMBERS PLUMB, LEVEL AND TRUE, AND IN SAFE CONDITION UNTIL PERMANENT ANCHORING IS INSTALLED.
- DO NOT CUT OR REMOVE ANY EXISTING FRAMING MEMBERS.
- ALL MATERIALS & PRODUCTS ARE TO BE GRADED AND APPROVED FOR EXTERIOR USE.
- THE CONTRACTOR SHALL FURNISH ELECTRONIC SHOP DRAWINGS TO THE CONSULTANT FOR ALL PRODUCTS PROPOSED FOR INSTALLATION.
- LOCATIONS OF ALL BURIED SERVICES TO BE MAAPPED BY CONTRACTOR BEFORE COMMENCING ANY EXCAVATION OR BELOW GRADE WORK.
- PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT OF NB AND AS OTHERWISE REQUIRED BY JURISDICTIONAL AUTHORITIES TO SAVE PERSONS AND PROPERTY FROM HARM.
- CONTRACTOR TO OBTAIN AND PAY FOR PERMITS REQUIRED.
- CONTRACTOR TO PAY CHARGES MADE BY PUBLIC BODIES FOR THE DUMPING OF WASTE IN MUNICIPAL DUMP SITES OR RECYCLING FACILITIES IN ACCORDANCE WITH APPLICABLE REGULATIONS.
- ENSURE THAT ADJACENT AREAS AND SERVICES, BOTH WITHIN AND OFF OF THE SITE, ARE PROTECTED FROM THE WORK. INSTALL PROTECTION CONSISTING OF FENCES, BARRICADES, AND SIGNS TO PROVIDE PHYSICAL PROTECTION.
- BARRICADE ALL ACCESS POINTS TO THE AREA OF WORK AND POST SIGNS TO WARN OF HAZARDS. DO NOT PERMIT ANYONE TO ENTER THE AREA OF WORK.
- KEEP SIDEWALKS AND STREETS FREE OF DUST AND DEBRIS FROM DEMOLITION WORK. CLEAN UP ACCUMULATIONS AS THEY OCCUR.
- ALL TRADES SHALL SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO COMMENCING PRODUCT FABRICATION OR PROCUREMENT.

THE NATIONAL BUILDING CODE OF CANADA 202 EDITION NOTES THE FOLLOWING:

3.4.3.1. Exit Width Based on Occupant Load

1) For the purpose of determining the aggregate width of exits, the occupant load of every room or floor area shall be determined in conformance with Subsection 3.1.17.

3.4.3.1. Exit Width

1) ... the minimum aggregate required width of exits serving floor areas intended for ... business and personal services occupancies, ... shall be determined by multiplying the occupant load of the area served by... 9.2 mm per person for ... stairs...

3.4.7.4. Protection of Fire Escapes

1) If a fire escape serves any storey above the second, openings located in a zone described in Sentence (2), including access doorways in the exterior walls of the building to which the fire escape is attached, shall be protected by closures conforming to Subsection 3.1.8.

2) The zone referred to in Sentence (1) extends from any balcony, platform or stairway of a fire escape to a distance

3) 3 m horizontally,

4) 10 m below, or

5) 1.8 m above.

3.4.7.6. Guards and Railings

1) The open sides of every platform, balcony and stairway forming part of a fire escape shall be protected by guards not less than 920 mm high measured vertically above the nosing of any tread or platform.

2) The top rail of a guard is permitted to serve as a handrail if it is free from obstructions which could break a handhold.

3) A wall handrail shall be installed if the fire escape is more than 550 mm wide.

4) Unless it can be shown that the size of openings that exceed this limit does not present a hazard, there shall be no opening that permits the passage of a sphere whose diameter is more than 100 mm through a guard for a fire escape.

5) Unless it can be shown that the location and size of an opening do not present a hazard, a guard for a fire escape shall be designed so that no member, attachment or opening located between 140 mm and 900 mm above a platform or the nosing of any tread will facilitate climbing.

3.4.7.1. Landings

1) Platforms for a fire escape shall be provided in conformance with the requirements for stair landings in Articles 3.4.6.3. and 3.4.6.4.

3.4.6.3. Maximum Vertical Rise of Stair Flights and Required Landings

1) No flight of stairs shall have a vertical rise of more than 3.7 m between floors or landings, except that a flight of stairs serving as an exit in a Group B, Division occupancy shall have a vertical rise not more than 2.4 m between floors or landings.

2) Except as provided in Sentence (3), a landing shall be provided

a) at the top and bottom of each flight of interior and exterior stairs,

b) at the top and bottom of every section of ramp,

c) where a doorway opens onto a stair or ramp,

d) where a ramp opens onto a stair,

e) where a stair opens onto a ramp.

3) A landing may be omitted at the bottom of an exterior stair or ramp, provided there is no gate, door or fixed obstruction within the lesser of

a) the width of the stair or ramp, or

b) 1 100 mm.

3.4.6.1. Dimensions of Landings

4) Except as provided in Sentence (2), a landing shall be at least as wide and as long as the width of the stairway in which it occurs.

5) In a straight stairway and in a stairway that turns less than 90°, the length of the landing need not be more than the lesser of

a) the required width of stair, or

b) 1 100 mm.

6) The length of a landing shall be measured perpendicular to the nosing of adjacent steps, at a distance equal to half the length required in Sentence (2), from the narrow edge of the landing.

7) Where a doorway or stairway empties onto a ramp through a side wall, there shall be a level area extending across the full width of the ramp, and for a distance of 300 mm on either side of the wall opening, except one side if it abuts on an end wall.

8) Where a doorway or stairway empties onto a ramp through an end wall, there shall be a level area extending across the full width of the ramp and along its length for not less than 900 mm.

NOTES:

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3.		
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PROJECT:

**CITY MARKET  
FIRE ESCAPE STAIR UPGRADES &  
INSTALLATION OF FIRE SHUTTERS**

CLIENT:

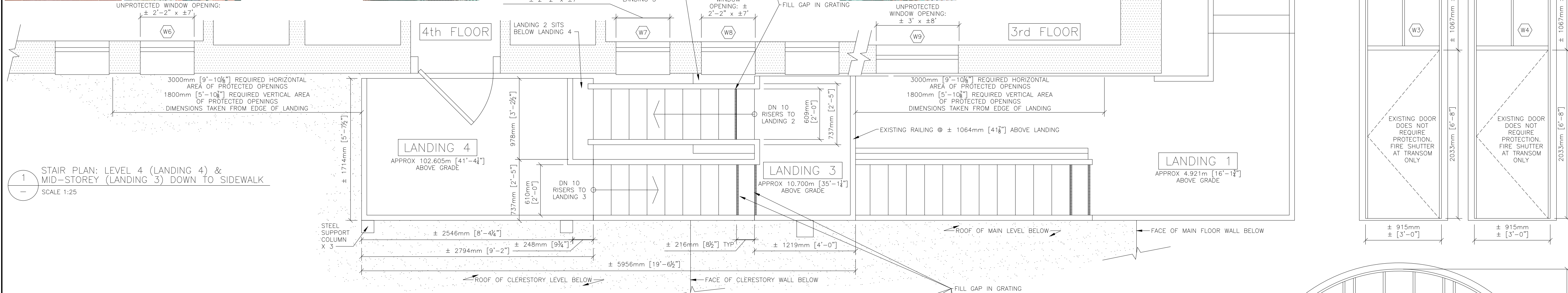
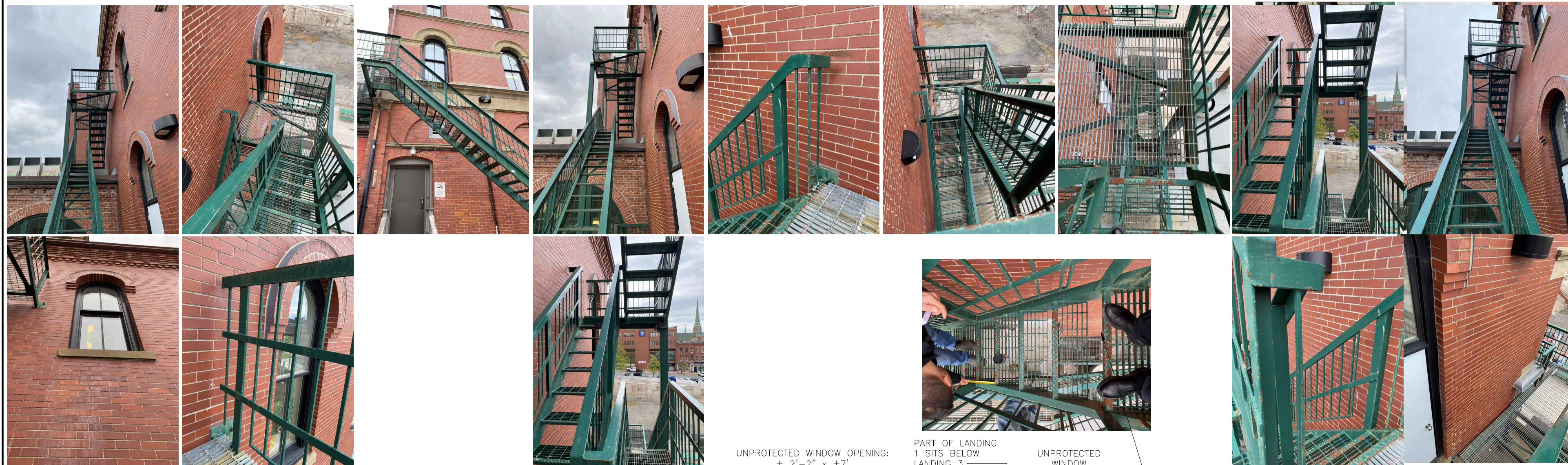
**CITY OF SAINT JOHN**

TITLE:

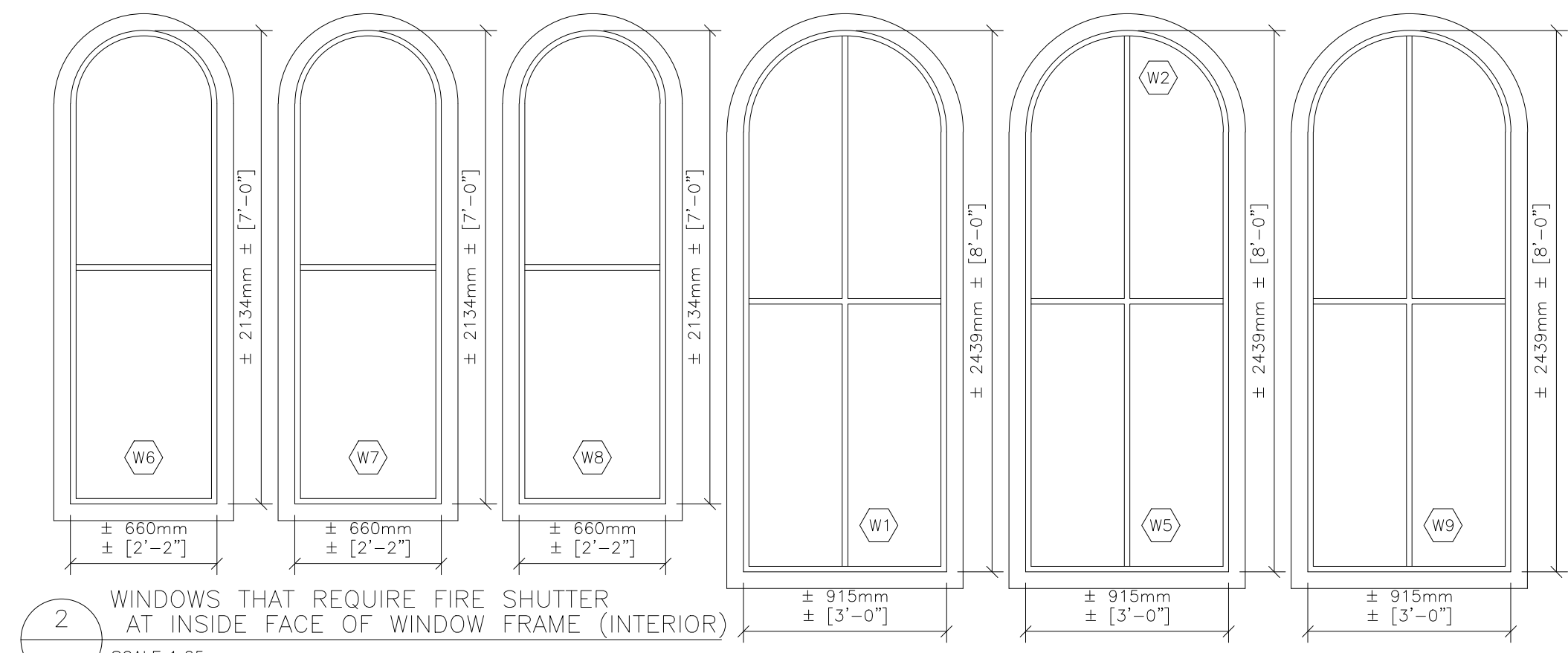
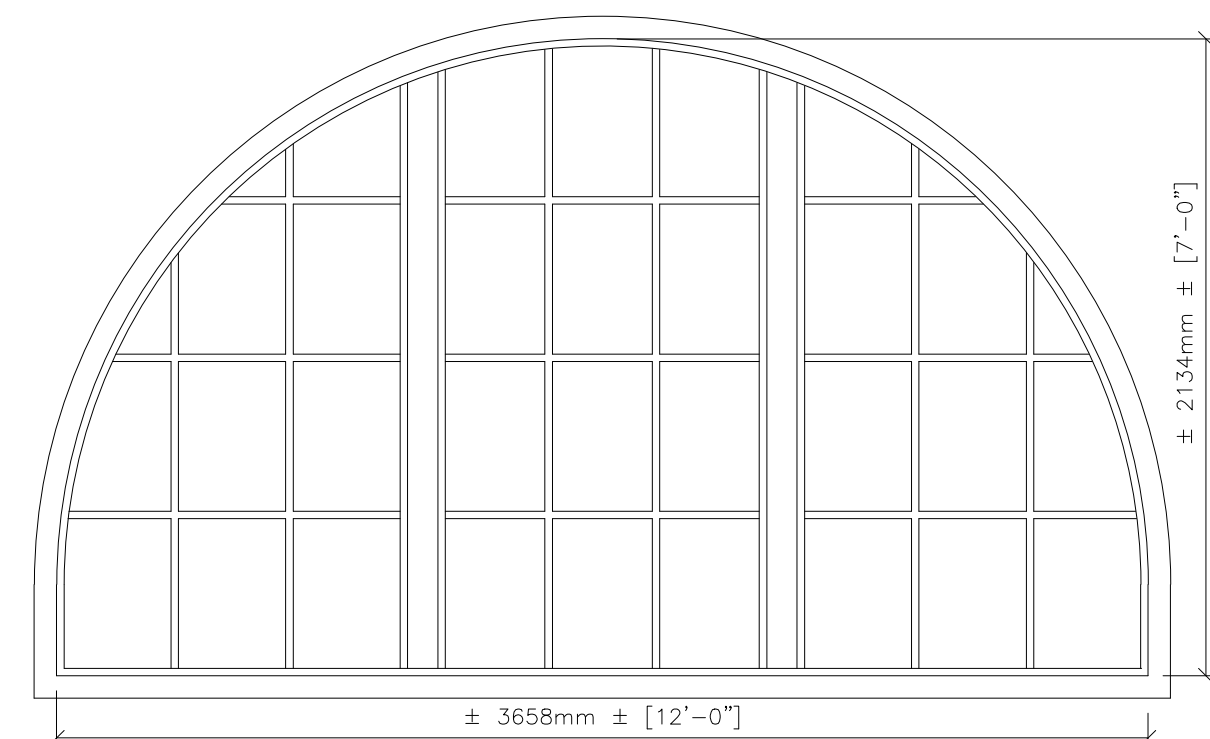
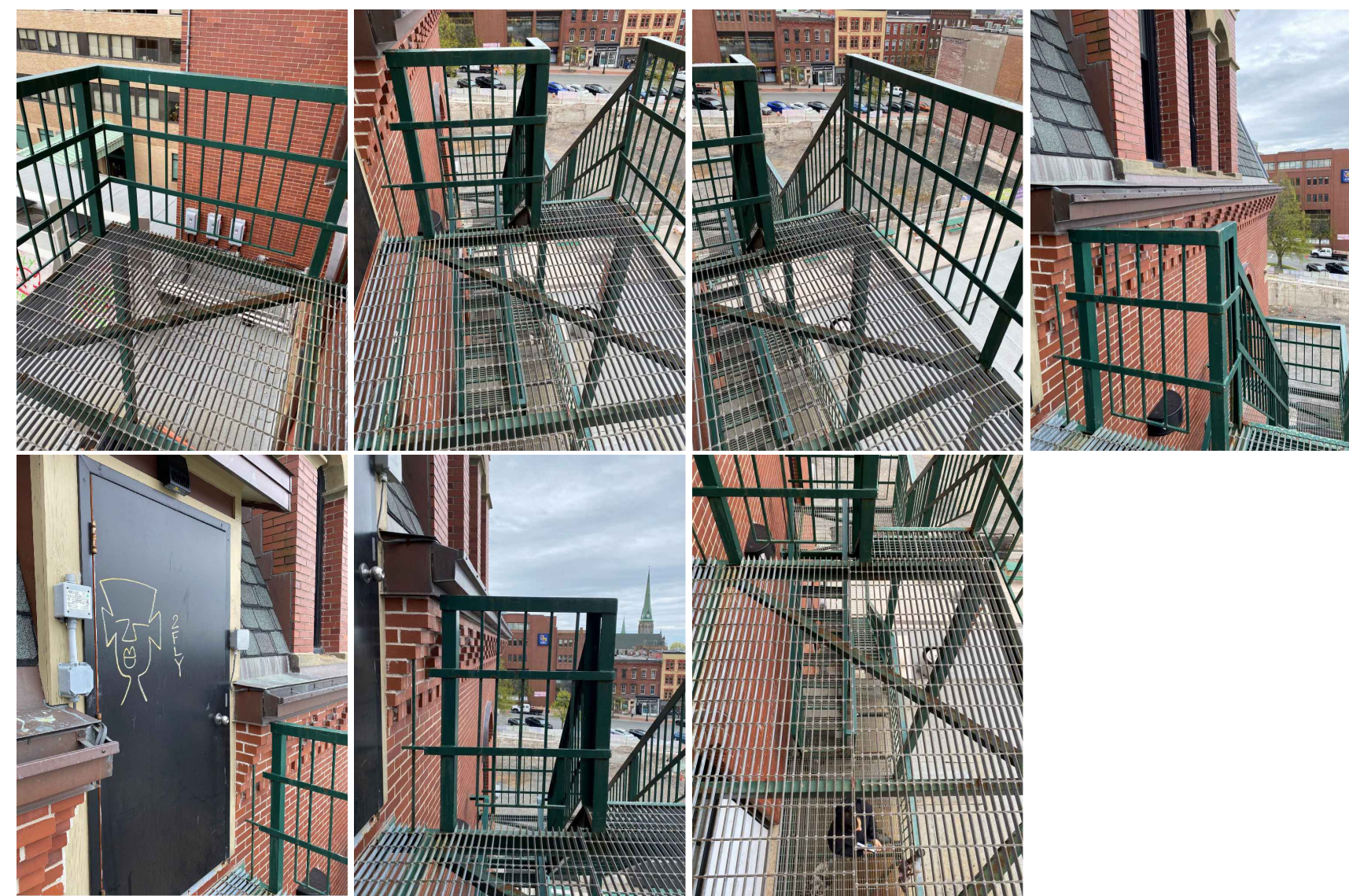
**GENERAL NOTES &  
FIRE ESCAPE STAIRS & SHUTTERS  
(LEVELS 1 THROUGH 3)**

FOR CLIENT'S SOLE USE PER GOVERNING CONTRACT AND LIMITED TO APPLICABLE PROJECT. NO MODIFICATIONS OR REPRODUCTIONS WITHOUT WRITTEN APPROVAL OF RIMKUS. CONTRACTOR SOLELY RESPONSIBLE FOR VERIFYING ALL DIMENSIONS.

PROJECT NO.:	100214228 NB23-017SP 24787
DATE (Y-M-D):	2023-05-12
SCALE:	AS NOTED
DESIGNED BY:	M.D.M.
DRAWN BY:	RIMKUS
CHECKED BY:	M.D.M.
DRAWING NO.:	<b>A1</b>
SHEET NO.:	1 OF 3



1 STAIR PLAN: LEVEL 4 (LANDING 4) & MID-STORY (LANDING 3) DOWN TO SIDEWALK  
SCALE 1:25



2 WINDOWS THAT REQUIRE FIRE SHUTTER AT INSIDE FACE OF WINDOW FRAME (INTERIOR)  
SCALE 1:25

NOTES:

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PROJECT:

**CITY MARKET  
FIRE ESCAPE STAIR UPGRADES &  
INSTALLATION OF FIRE SHUTTERS**

CLIENT:

**CITY OF SAINT JOHN**

TITLE:

**FIRE ESCAPE STAIRS & SHUTTERS:  
LEVEL 3 & LEVEL 2 DOWN TO  
SIDEWALK**

FOR CLIENT'S SOLE USE PER GOVERNING CONTRACT AND LIMITED TO APPLICABLE PROJECT. NO MODIFICATIONS OR REPRODUCTIONS WITHOUT WRITTEN APPROVAL OF RIMKUS. CONTRACTOR SOLELY RESPONSIBLE FOR VERIFYING ALL DIMENSIONS.

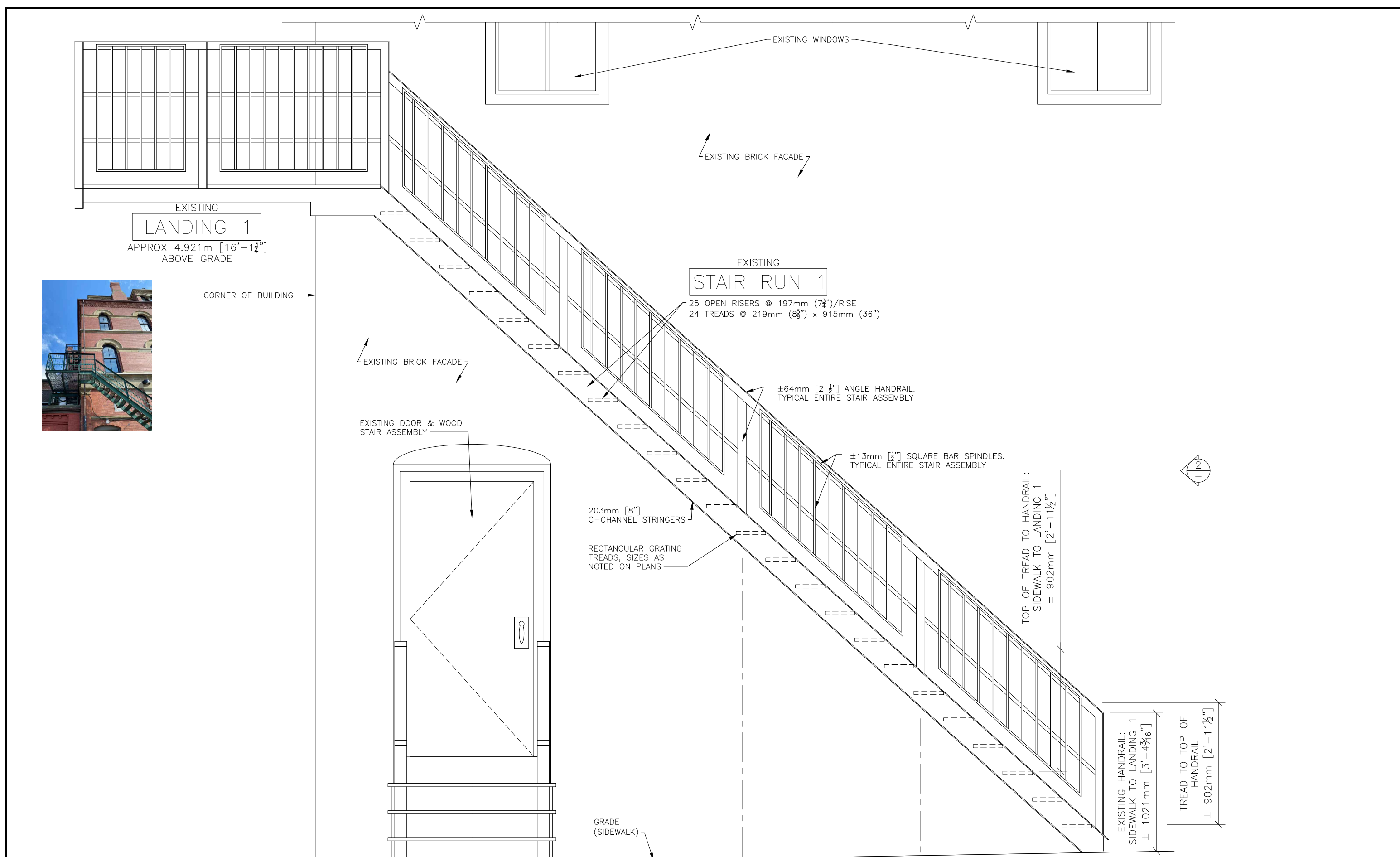
PROJECT NO.:	100214228 NB23-017SP 24787
DATE (Y-M-D):	2023-05-12
SCALE:	AS NOTED
DESIGNED BY:	M.D.M.
DRAWN BY:	RIMKUS
CHECKED BY:	M.D.M.

DRAWING NO.:

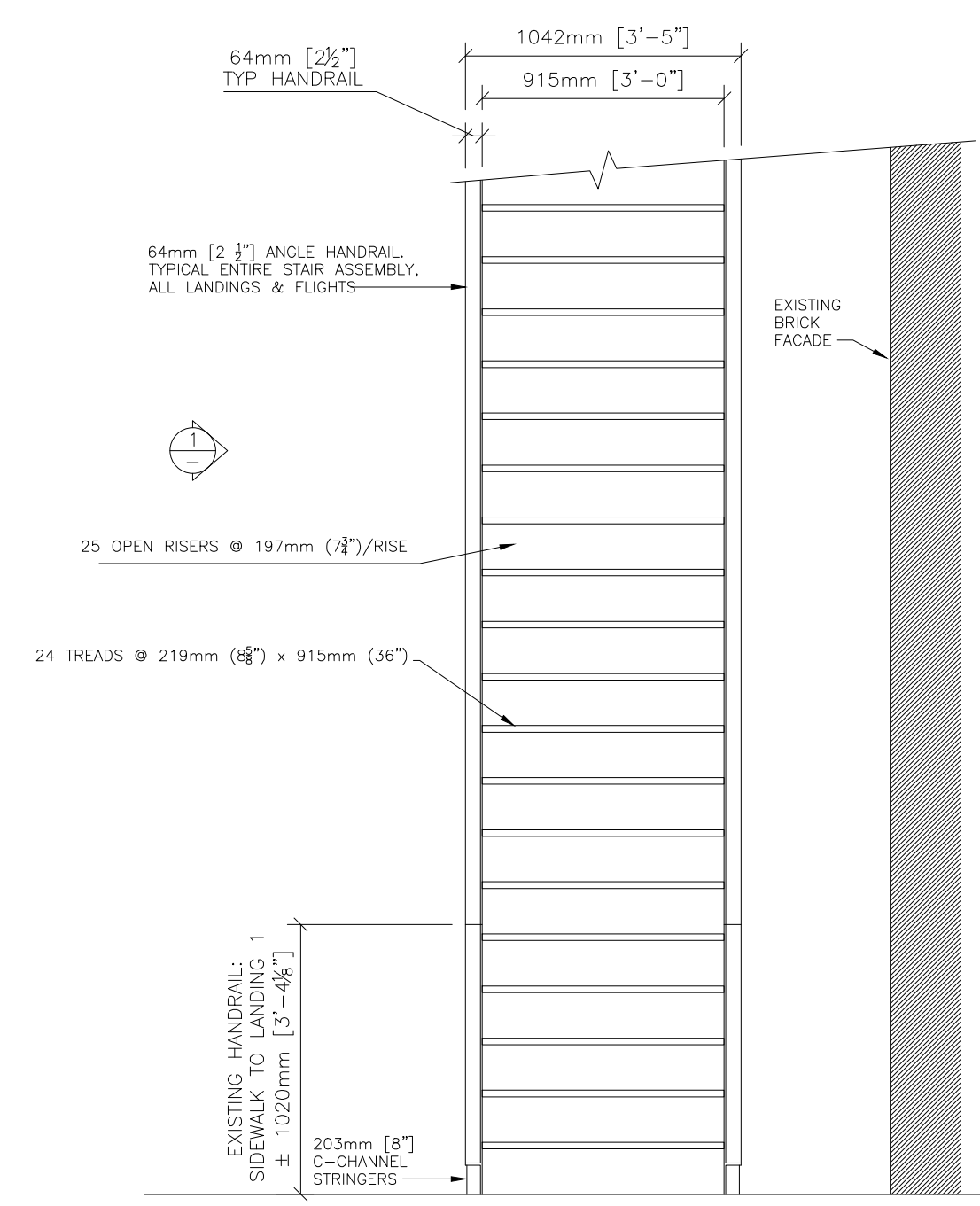
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SHEET NO.:

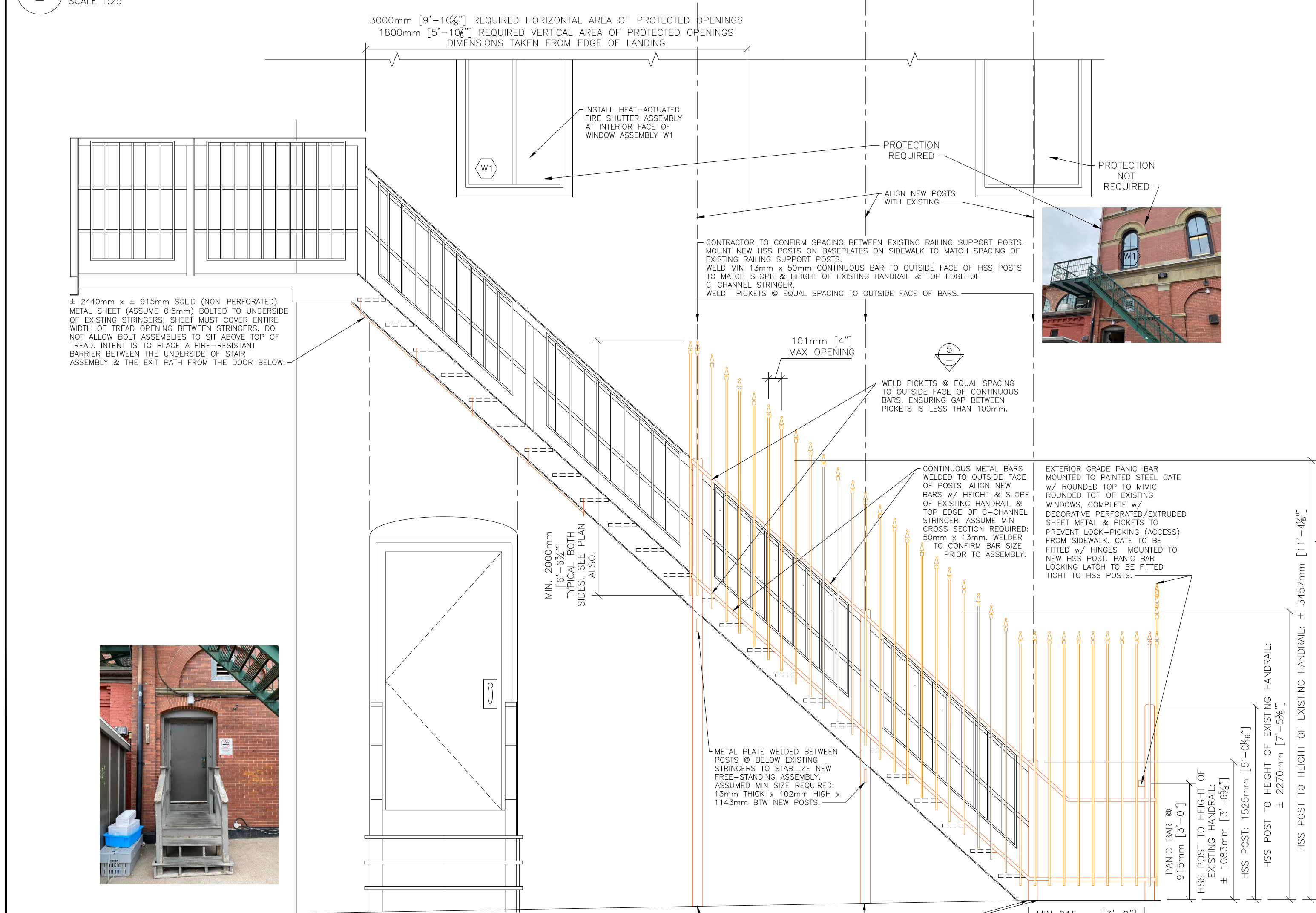
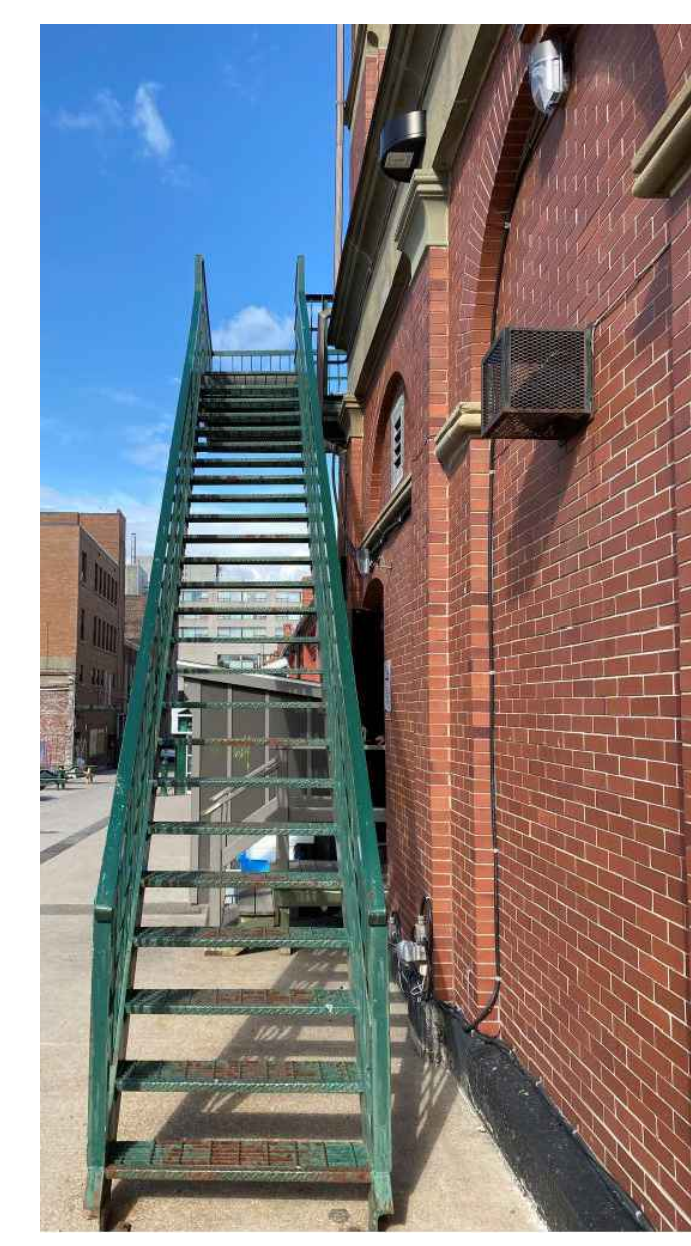
1 OF 3



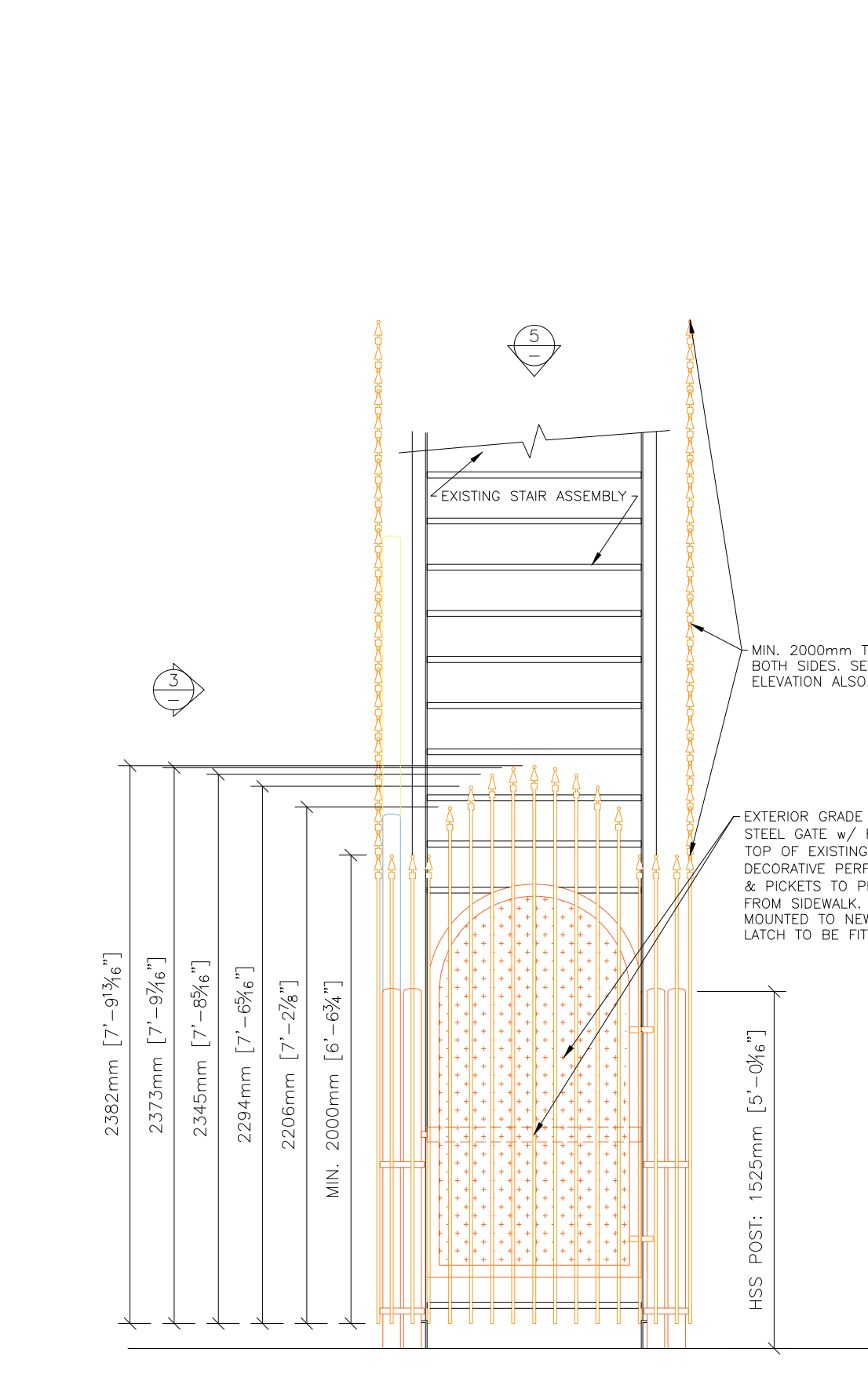
1 SIDE ELEVATION: EXISTING STAIR FLIGHT 1 (SIDEWALK TO LEVEL 2 (LANDING 1))  
SCALE 1:25



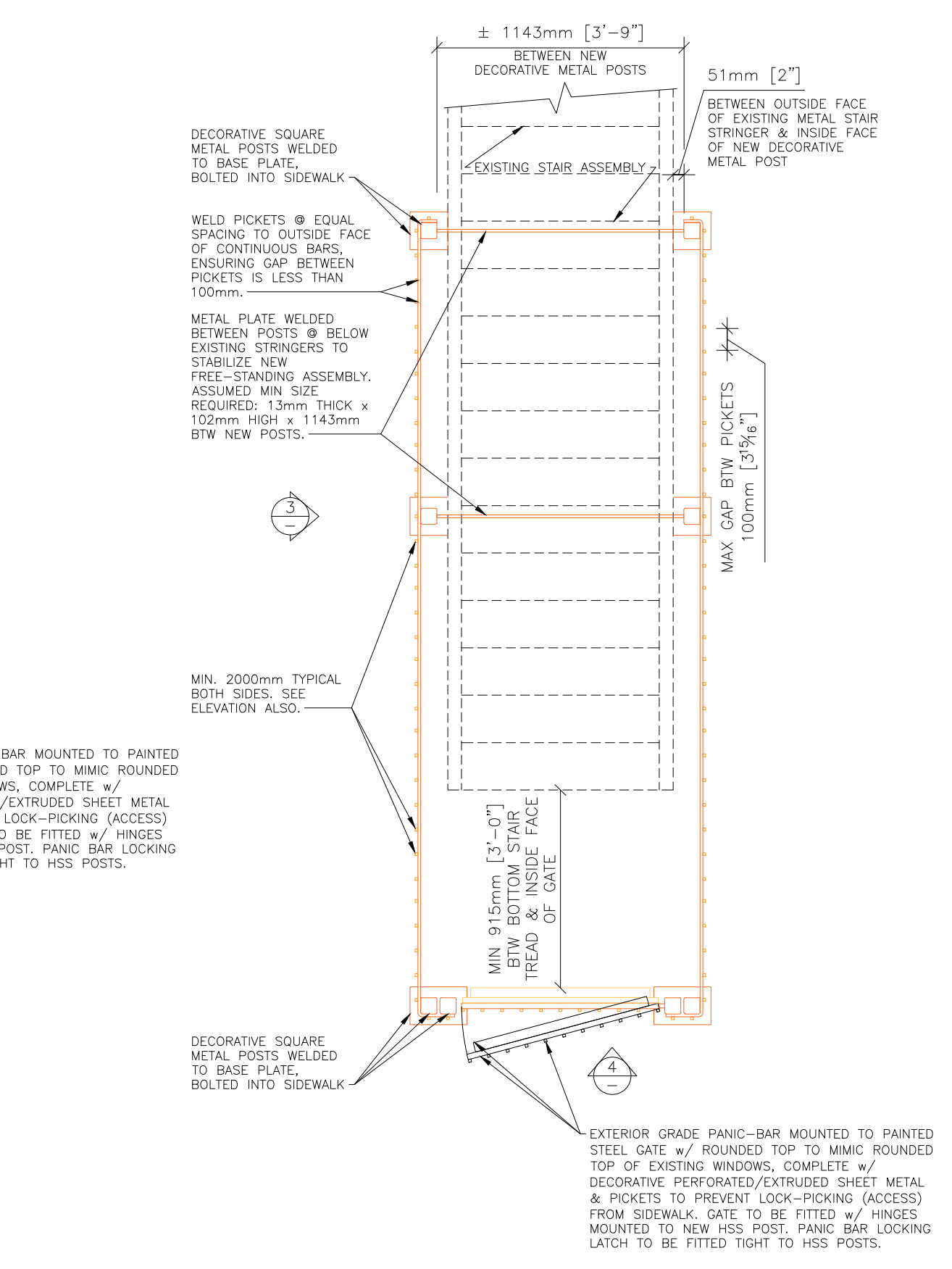
2 END (NORTH) ELEVATION: BASE OF EXISTING STAIR FLIGHT 1  
SCALE 1:25



3 SIDE ELEVATION: SECURITY GATE ADDED AT BASE OF STAIR FLIGHT 1 (SIDEWALK TO LEVEL 2 (LANDING 1))  
SCALE 1:25



4 END (NORTH) ELEVATION: SECURITY GATE ADDED TO BASE OF EXISTING STAIR FLIGHT 1  
SCALE 1:25



5 PLAN: SECURITY GATE ADDED TO BASE OF STAIR FLIGHT 1  
SCALE 1:25

NOTES:

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PROJECT:  
**CITY MARKET  
FIRE ESCAPE STAIR UPGRADES &  
INSTALLATION OF FIRE SHUTTERS**

CLIENT:  
**CITY OF SAINT JOHN**

TITLE:  
**FIRE ESCAPE STAIRS & SHUTTERS:  
DECORATIVE SAFETY GATE AT  
SIDEWALK LEVEL**

FOR CLIENT'S SOLE USE PER GOVERNING CONTRACT AND LIMITED TO APPLICABLE PROJECT. NO MODIFICATIONS OR REPRODUCTIONS WITHOUT WRITTEN APPROVAL OF RIMKUS. CONTRACTOR SOLELY RESPONSIBLE FOR VERIFYING ALL DIMENSIONS.

PROJECT NO. 100214228 NB23-017SP 24787
DATE (Y-M-D): 2023-05-12
SCALE: AS NOTED
DESIGNED BY: M.D.M.
DRAWN BY: RIMKUS
CHECKED BY: M.D.M.
DRAWING NO. <b>A3</b>
SHEET NO. 1 OF 3



**APPENDIX B – FORM OF TENDER**

**TENDER No. 2023-085107T  
CITY MARKET FIRE ESCAPE UPGRADES AND FIRE SHUTTERS**

**FORM OF TENDER**

**2023-085107T**

**CITY MARKET FIRE ESCAPE UPGRADES AND FIRE SHUTTERS**

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.

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

**APPENDIX C – FORM OF AGREEMENT**

**TENDER No. 2023-085107T  
CITY MARKET FIRE ESCAPE UPGRADES AND FIRE SHUTTERS**

**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:**   2023-085107T    
**Title:** CITY MARKET FIRE ESCAPE UPGRADES AND FIRE SHUTTERS
- (b) The Contractor shall do and fulfill everything indicated by this Agreement; and
- (c) The Contractor shall Substantially Complete the Work no later than   NA   .

**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:**   2023-085107T  

**Title:** CITY MARKET FIRE ESCAPE UPGRADES AND FIRE SHUTTERS

City of Saint John, New Brunswick,

**Drawings**

- A1 GENERAL NOTES & FIRE ESCAPE STAIRS & SHUTTERS (LEVELS 1 THROUGH 3)
- A2 FIRE ESCAPE STAIRS & SHUTTERS: LEVEL 3 & LEVEL 2 DOWN TO SIDEWALK
- A3 FIRE ESCAPE STAIRS & SHUTTERS: DECORATIVE SAFETY GATE AT SIDEWALK LEVEL

**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:

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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.

**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)  
)  
) \_\_\_\_\_  
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) *PLACE SEAL HERE*

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

**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).