



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

**2009-085104T**

**Front Entrance – Leisure Services Building  
171 Adelaide Street, Saint John, NB**

Sealed tenders addressed to the Assistant Purchasing Agent, c/o Materials Management, 2<sup>nd</sup> Floor – 175 Rothesay Avenue, P.O. Box 1971, Saint John, N.B., E2L 4L1 and marked on the envelope:

**"TENDER 2009-085104T  
Front Entrance – Leisure Services Building"**

will be received until **2:30 p.m., Wednesday, October 7, 2009** to supply all labour and materials to construct a front entrance for the Leisure Services Building at 171 Adelaide Street as per terms and specifications.

Tenders will be opened publicly by the Tender Opening Committee, in the second floor boardroom, 175 Rothesay Avenue, Municipal Operations Complex, immediately following the tender closing time.

The lowest or any tender not necessarily accepted.

**Cindy Calvin, CPPB  
Assistant Purchasing Agent**

**T E N D E R**  
**2009-085104T**  
**Front Entrance – Leisure Services Building**

**SCOPE OF WORK**

Supply all labour and materials for new addition to the Leisure Services Building at 171 Adelaide Street as per the following specifications and drawings.

Drawings: A1 Key Plan, General Notes, Demolition Floor Plan and New Conditions  
A2 Sections and Details  
A3 Exterior Elevations, Electrical Plan, and Finish Schedule

1.0 GENERAL REQUIREMENTS

.1 GENERAL

This contract includes the supply of all labour, materials and equipment necessary to provide a complete and working project.

.2 SCOPE OF WORK

The work under this contract includes, but is not limited to the following:

- .1 Demolition of existing building components as noted on drawings.
- .2 Supply and installation of all materials required for the architectural, structural, mechanical and electrical aspects of the new addition.
- .3 Renovations to existing identified building areas.

.3 CODES

Perform work in accordance with National Building Code of Canada (NBC) 2005 Edition and any other of Provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.

Meet or exceed requirements of:

- .1 Contract documents
- .2 Specified standards, codes and referenced documents

.4 PERMITS AND BY-LAWS

This contractor is responsible for obtaining all Provincial, Municipal and other permits as required for this work and shall adhere to all regulations and abide by all codes and by-laws from regulatory bodies relating to this installation. Include for the cost of building permits and other permits and fees for inspection of the work herein specified.

Include HST in the total tender price.

Work will have to be completed to the satisfaction of the Architect.

.5 SITE VISIT

Before tendering, this contractor shall visit the site and familiarize himself with the existing conditions at the buildings where work has to be done. No extra shall be allowed due to failure to take site conditions into consideration. Become familiar with available working space, storage space, access facilities and other conditions pertaining to the site relative to work on the buildings.

.6 COORDINATION FOR WORK

- .1 This Contractor shall coordinate progress of the work, work schedules, submittals, use of site, temporary utilities, construction facilities and controls and material and equipment location.
- .2 Work on this project is to begin immediately following award of contract.
- .3 Schedule verification of site dimensions, shop drawing review and ordering of materials before work commences on site so that no delays will occur.

.7 GUARANTEE

This Contractor shall guarantee all work and new apparatus installed under this contract against any defects of workmanship and material for a period of one year after acceptance of same by Owner. Repair and make good all damage to building incurred as a result of repair or replacement.

.8 DRAWINGS

The drawings for the work are made as accurately as possible, but, absolute accuracy of dimensions cannot be guaranteed. They are intended to supplement and simplify the general contract drawings. No claim for extra payment on account of difference of actual and estimate dimensions shall be allowed. In the case of discrepancy of figure dimensions on the drawings, the matter shall be immediately submitted to the Architect for his decision. Without the decision, the discrepancy shall not be adjusted by this Contractor save at his own risk, and in the settlement of any complications arising from such adjusting, this contractor shall bear all extra expense involved. Interpretation of all documents shall be left to the Architect.

.9 EXTRA WORK

No additional money over contract price shall be paid unless Contractor receives a signed approved CO from the Architect/.Owner.

#### .10 CUTTING AND PATCHING

This Contractor shall locate the exact dimensions and positions of openings and holes where cutting may be required. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

Perform cutting, fitting and patching, including excavation and fill, to complete the work. Remove and replace defective and non-conforming work.

Provide openings in non-structural elements of work for penetrations of electrical work.

Perform work to avoid damage to other work. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

#### .11 SHOP DRAWINGS

.1 This Contractor shall submit, within two weeks after being awarded the contract, a minimum of 6 copies of certified shop drawings for review by the Architect, of all equipment and material specified and shall not proceed with any of this work until the drawings have been returned stamped and signed. This review does not relieve the Contractor of the obligation of checking the drawings himself or furnishing the materials specified.

.2 When submitted, shop drawings/product data must bear Contractor's stamp, representing that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that he has checked and co-ordinated each shop drawing with requirements of work and of drawings and specifications.

#### .12 CLEANING UP

This Contractor shall, at all times, keep the site neat, clean and free from accumulation of waste materials and rubbish which arise out of his work.

Submit certified weigh bills, bills of lading and/or receipts from authorized disposal sites and recycling facilities for all materials removed from site upon request of Architect.

#### .13 OPERATION AND MAINTENANCE INSTRUCTIONS

This Contractor shall instruct the Owner in operation and maintenance of all equipment and systems installed, all safety and control features shall be thoroughly explained. Three copies of operating and maintenance instructions, together with all approved shop drawings and spare parts list fastened in a binder, shall be submitted to the Owner.

## 2.0 SAFETY REQUIREMENTS

### .1 CONSTRUCTION SAFETY MEASURES

Observe construction safety measures required of National Building Code 2005 Part 8, Provincial Government, Workplace, Health and Safety and Compensation Commission and Municipal authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.

Ensure that electrical lock-out procedures are in place and that a guarantee of isolation is obtained before starting work on any electrical circuit or facility.

Ensure no part of the work is subject to loading that will endanger its safety or will cause permanent deformation.

Design and construct false work in accordance with CSA S269.1.

Design and construct scaffolding in accordance with CSA S269.2.

Comply with requirements of workplace hazardous materials information system (WHMIS) regarding use, handling, storage, and disposal of hazardous materials.

### .2 ENVIRONMENTAL PROTECTION

Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

Fires and burning of rubbish not permitted.

Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

All potential hazardous wastes must be disposed of in a proper manner according to applicable legislation.

Do not pump water containing suspended materials into waterways, sewer or drainage systems.

### 3.0 MATERIALS

#### .1 GENERAL

- .1 Use new material and equipment unless otherwise specified. Use products of one manufacturer for material and equipment of same type or classification.
- .2 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .3 Materials to match existing as much as possible.

#### .2 FASTENINGS

- .1 Provide metal fasteners and accessories in same texture, colour and finish as base metal in which they occur. Prevent electrolytic action between dissimilar metals. Use non-corrosive fasteners, anchors and spacers for securing exterior work.
- .2 Space anchors within limits of load bearing or shear capacity and ensure that they provide positive permanent anchorage. Wood plugs not acceptable.
- .3 Conceal fasteners where indicated. Space evenly and lay out neatly.

#### .3 DELIVERY

- .1 Deliver, store, and maintain packaged material and equipment with manufacturer's seals and labels intact. Prevent damage, adulteration and soiling of material and equipment during delivery, handling and storage. Immediately remove rejected material and equipment from site.
- .2 Store material and equipment in accordance with suppliers.

#### .4 SUBSTITUTION

- .1 No substitutions will be permitted without prior written approval of Architect.
- .2 Only proposals will be considered by Architect if:
  - .1 Materials selected by tenderer from those specified, are not available.
  - .2 Delivery date of materials selected would unduly delay completion of contract.
  - .3 Alternative material to those specified, which are brought to the attention of and considered by the Architect as equivalent to the material specified and will result in a credit to the contract amount.

#### .5 DEMOLITION

- .1 Take over areas to be demolished in their condition on date that tender is accepted, irrespective of their condition at time of examination prior to tendering.
- .2 Protect parts of existing building to remain. Make good any damage and be liable for injury caused by demolition.

- .3 Prevent materials from blocking surface drainage, existing, mechanical and electrical systems which must remain in operation.
- .4 Have electrical, telephone and cable service lines which enter areas to be demolished disconnected. Post warning signs on electrical lines and equipment which must remain energized to serve other parts of the building during time of demolition.
- .5 Disconnect and cap mechanical services in accordance with requirements of local authority having jurisdiction.
- .6 Dispose of demolished materials off-site except where noted otherwise, and in accordance with authorities having jurisdiction.

#### .6 EXCAVATING, TRENCHING AND BACKFILLING

- .1 Excavation of materials to limits defined on drawings. Excavated materials unsuitable for use in work are to be considered waste materials.
- .2 Protect existing building from undermining during excavation. Make good any damage occurred during construction.
- .3 Keep excavations free of water while work is in progress.
- .4 Excavation must not interfere with normal 45' splay of bearing from bottom of any footing.
- .5 Fill types:
  - .1 Type 1 and Type 2 Fill: Crushed, pit run or screened gravel or sand, gradations to be within limits specified when tested to ASTM C136 and ASTM C117. Sieve sizes to CAN/CGSB-8.1.
  - .2 Type 3 fill: Selected material from excavation or other sources approved by Architect for use intended unfrozen and free from rocks larger than 75mm, cinders, ashes sods, refuse or other deleterious materials.
  - .3 Aggregates: Quality – sound, hard, durable material free from soft, thin, elongated or laminated particles, organic materials, clay lumps or minerals, or other substances that would act in deleterious manner for use intended.
    - .1 Fine aggregates satisfying requirements of applicable section to be one, or blend of following: natural sand, manufactured sand, screening produced in crushing of quarried rock, boulders, gravel or slag.
  - .4 Architectural fill in areas under the concrete floor slab and under footings where demolition activities result in excavation below the final grades, backfill must be placed under and compacted. Testing of the compaction must be done every 300mm of depth min. or as directed.
- .6 Protection of existing features: Notify applicable Owner or authorities having jurisdiction, establish location and state of use or buried utilities and structures.

Clearly mark such locations. Confirm locations of buried utilities by careful test excavations.

- .7 Do not backfill around or over cast-in-place concrete within 24 hours after placing of concrete.
- .8 Drain Tile: To be installed at perimeter of new addition and tied into existing drain tile, drain tile to be c/w stone drainage rock and geotextile filter fabric. Size and type of drain tile to match existing.
- .9 Geotextile filter fabric: Non-woven synthetic fibre fabric, supplied in rolls. Composed of minimum 85% by mass of polypropylene with inhibitors added to base plastic to resist deterioration by ultra violet and heat exposed for 60 days.

## .7 CONCRETE FORMWORK

Formwork materials to CAN/SCA-S269.3-M92(R2003).

Verify lines and levels before proceeding with formwork and ensure dimensions agree with drawings.

Plywood forms: Good one side, sealed edges.

Form release agent: Chemically active release agents that react with free lime preventing set of film of concrete in contact with form.

Form ties: Removable or snap off metal, fixed or adjustable length, use of earth forms not permitted.

## .8 CONCRETE REINFORCEMENT

Reinforcing work to CAN/CSA-G30.18-M92 (R2002) and welding to CSA W186-M1990 (R2002)

Bars: Billit steel, grade 400 deformed.

Chairs, bolsters, supports, spacers: Adequate for strength and support of reinforcing construction conditions.

Welded wire fabric: 6 x 6 x 6/6, flat sheets.

Anchor bolts: ¾" x length and shape shown.

## .9 CAST IN PLACE CONCRETE

Cast in place concrete to CAN/CSA-A23.1-04 and CAN/CSA-A23.2-04.

Cement: CSA/CAN3-A5-M88, TYPE 10, portland cement.

Water, aggregates: To CAN/CSA3-A23.1-04.

Non-shrink Grout: Premised compound capable of developing 50MPa at 28 days.

Bonding agent: Two component, polysulfide modified epoxy compound.

Damp-proof membrane: Kraft/polyethylene membrane with adhesive recommended by membrane manufacturer.

Stick-on bond breaker: Self adhesive, rubberized asphalt/polyethylene waterproof membrane.

Walls, footings, piers etc., use concrete mix designed to produce 25 MPa compressive cylinder strengths at 28 days. Concrete to have 20 mm maximum size coarse aggregate, maximum water/cement ratio of 0.50 and 75 mm maximum slump at the time and point of deposit.

Interior concrete slabs to have a minimum compressive strength of 30 MPa at 28 days.  
Concrete to have 20 mm maximum size aggregate and 75 mm slump at the time and point of deposit

Air Entraining:

Comply with CAN/CSA-A23.1-04 for use of air entrainment.

Air content:

Walls & footings - 3-5%

Exterior slabs – 5-8%

Interior slabs – 1-3%

#### .10 ROUGH CARPENTRY

Lumber: No. 1 Structural grade S-P-F, S4S, moisture content not greater than 19% at time of **installation. Green lumber not acceptable.**

Wire nails, spikes and staples: CSA B111-1974 (R2003).

Wood: CAN/CSA 086-01, engineered design in wood with CSA 086Si-05, supplement No. 1(R2006). National lumber grades authority (NLGA) standard grading rules for Canadian lumber, latest edition.

Wood adhesives: CSA 0112 series-M1977(R2000)

Softwood lumber; CAN/CSA-0141-05.

Canadian softwood plywood: CSA 0151-04.

Vapour sheet, polyethylene film: CAN/CGSB-51.34-M85, 0.15mm thick. For underslab V.B. – exceed class “C” performance ASTM e 1745-97(2004) 0.25mm thick film.

Air barrier, provide continuity of air seal materials and assemblies in conjunction with all materials described on the drawings.

Pressure treated lumber: CAN/CSA-080.1-97.

Install members true to line, levels and elevations, square and plumb.

Construct continuous members from pieces of longest practical length.

Install spanning members with “crown-edge” up.

Frame, anchor, fasten, tie and brace members to provide necessary strength and rigidity.

#### .11 ARCHITECTURAL WOODWORK

Protect millwork against dampness and damage during and after delivery. Store millwork in ventilated areas, protected from extreme changes of temperature or humidity.

Softwood lumber: CAN/CSA 0141-91, S4S, moisture content 10% or less for interior work, 15% for exterior work. Yard lumber selected for paint or natural finish.

Hardwood lumber: National Hardwood Lumber Association (NHLA), moisture content 10% or less.

Hardwood plywood: CSA 0115-M1982, thickness indicated, species veneer as indicated, good grade for exposed, solid grade for faces unexposed.

Softwood plywood: CSA 0151-M1978C or CSA 0153-M1980, thickness indicated, sanded grain, solid two sides.

Nails and staples; CSA B111-1974, galvanized for exterior work, interior for highly humid areas and for treated lumber, plain elsewhere.

Do architectural woodwork to:

- .1 Quality standards of The Architectural Woodwork Manufacturer's Association of Canada (AWMAC)
- .2 Clean millwork and cabinet work, inside cupboards and drawers and outside surfaces.
- .3 Protect millwork and cabinet work from damage until final inspection.

#### .12 PLASTIC LAMINATES

For horizontal flatwork: CAN-A172, grade GP, Type high pressure, standard duty, 1.2mm thick.

For vertical flatwork: CAN-A172, grade GP, Type high pressure, light duty, 0.76mm thick.  
Backing sheet: Grade BK, Type S not less than 0.5mm thick of same thickness and colour as face laminate.

Plywood core: CSA 0121, solid two sides, 19mm thick.

Plastic adhesive: Urea resin adhesive for vertical surfaces, contact adhesive for vertical surfaces

Sealer: Water resistant sealer and glue acceptable to laminate manufacturer.

Draw bolts and splines: As recommended by fabricator, max spacing 450mm OC, 75mm from edge. Make flush hairline joints.

Install work plumb, true and square, neatly scribed to adjoining surfaces.

#### .13 INSULATION

Batt and blanket mineral fibre: CSA A101-M1983, friction fit fibrous glass, thickness and RSI values as indicated.

Install to maintain continuity of thermal protection to building elements and spaces.

Fit closely around electrical boxes, pipes, ducts, frames, objects passing through.

Maintain 75mm from heat emitting devices as recessed light fixtures.

#### .14 FIRE STOPPING

Fire stopping: CAN4-S115, asbestos free, maintain barrier against flame, smoke and gases.

#### .15 GLAZING

Glazing types:

- .1 Georgian wired glass: To CAN/CGSB-12.11, transparent, 6mm thick.  
Type 1 polished both sides. Wire mesh style 1 diamond; 3-square.
- .2 Safety glass: To CAN/CGSB-12.1, transparent, 12.7mm thick.  
Type 1-laminated;  
Type 2 - tempered. Class B-float. Category 1.

.16 SHEET METAL SIDING/ROOFING

Zinc coated steel sheet: To ASTM A653M, grade 230 – Commercial quality steel, with Z275 coating.

- .1 Roofing profile: Interlocking batten ribs at 300mm spacing 1.22mm thickness.
- .2 Prefinished with factory applied colour
  - .1 Class F1S
  - .2 Colour from standard colour chart by Architect.
- .3 Prefinished metal siding/roofing to be c/w all associated accessories – flashings, closures, sealant, cap batten, underlay, cleats, fasteners, washers, and touch-up paint.
- .4 Ice and water shield: Install ice and water shield at all eaves, valleys, rake edges, vertical faces, roof projections and dormers, product IKO Armourgard ice and water protector or approved equal.

.17 PREFINISHED METAL FLASHING/PERFORATED METAL SOFFIT

- .1 Finish: Factory applied coating to CAN/CGSB-93-1. Type 1, class F1S. Colour selected by Architect from manufacturer's standard colour range.
- .2 Install metal flashings in minimum 2440mm lengths and fasten face of flashing to wood fascia with nylon headed hex screws. For widths over 150mm stagger fasteners in a "W" pattern and fasten top and bottom a minimum of 50mm from edge.

.18 JOINT SEALERS

Sealants – Interior: CAN/CGSB-19.13-M87, one component, modified polyurethane joint sealant.

Floor joints: CAN/CGSB-19.24-M90-Type 1, Class B, Self-leveling polysilphide, traffic bearing, formulated for use in floor joints.

Joint cleaner: non-corrosive, non-staining, compatible with joint forming materials and sealant, primer – as recommended by manufacturer.

Backup materials:

- .1 Polyethylene, urethane, neoprene or vinyl foam, extruded closed cell foam, compatible with primers and sealants, oversize 30 to 50%.
- .2 Neoprene or butyl rubber: Round solid rod, shore a hardness 70.
- .3 High density foam: Extruded closed cell polyvinyl chloride (PVC), extruded polyethylene, closed cell, shore a hardness 20, tensile strength 140 to 200kPa. Extruded polyolefin foam, 32 kg.cu. Meter density, or neoprene backer, size s recommended.
- .4 Bond breaker tape: Polyethylene tape which will not bond to sealant.
- .5 Vent tubing: 6mm inside diameter, extruded polyvinyl chloride tubing.

.19 STEEL DOORS AND FRAMES

Hot dipped galvanized steel sheet: To ASTM A 653M, Minimum base steel thickness

In accordance with CSDMA Table 1 – thickness for component parts. Cast or rolled pure sheet lead: To ASTM B 29, ASTM B 749. Composites: Balance of core materials used in conjunction with Lead: In Accordance with Manufacturer’s proprietary design.

Door core materials: Honeycomb construction – structural small cell, 24.5mm maximum kraft paper “honeycomb”, weight: 36.3kg per ream minimum density: 16.5kg/m<sup>2</sup> minimum sanded to required thickness.

Frames to be fabricated in accordance with CSDFMA specifications, frames to be free of all defects, interior frames to be 1.6mm welded type construction. Insulate exterior frame components with polyurethane insulation. Provide proper anchorage to floor and wall construction. Weld in accordance with CSA W59-03.

Thermal Break: Rigid polyvinylchloride extrusion conforming to CGSB 41-GP-19Ma.

Fabricate thermally broken doors and frames by separating exterior parts from interior parts with continuous interlocking thermal break.

.20 FLUSH WOOD DOORS

Wood Doors – Tested in accordance with CAN4 S104, ASTM E 152, NFPA 252 solid non-combustible mineral composition core: Stile and rail frame bonded to core, lock blocks; matching edges; water resistant adhesive; vision slot; birch stain grade finish.

Install doors and hardware in accordance with templates and manufacturer’s instructions.

Provide even margins between door and jamb, finished floor, thresholds. Adjust operable parts for correct function.

Install stops.

Re-adjust doors and hardware just prior to completion of building to function freely and properly.

.21 DOOR HARDWARE

Door locks to be grand master keyed.

Door hardware to match existing manufacturer.

Locks and latches: CAN/CGSB-60.17, bored and pre-assembled.

Butts and Hinges: CAN/CGSB-69.18. Three per door.

Exit devices: CAN/CGSB-60.19

Door closers: CAN/CGSB-69.20

Closer/Holder release devices: CAN/CGSB-69.31

Architectural door trim: CAN/CGSB-69.22

Door bottom seal: Heavy duty, automatic retract mechanism. When door is open.

Thresholds: Depth of door frame x full width of opening, extruded aluminum mill finish, serrated surface – low rise for accessibility doors. Exposed fasteners to match finish of hardware.

Weather-stripping: Head and jamb seal and door bottom seal.

.22 WINDOWS

Windows are to match existing double hung type and size. Submit test reports from approved independent testing laboratories, certifying compliance with specifications, for window type, air tightness, water tightness, wind load resistance, and condensation resistance. Units to be c/w continuous leak weather stripped. Include insect screen to match existing. Silicone glazed seal, low E 11 with argon gas.

.23 CERAMIC TILE AND BASE

Ceramic tile to CAN/CGSB-75.1-M88. Provide exterior and interior corners, end stops, cove bases and other necessary trim pieces.

Floor: 305 x 305, non slip, speckled finish porcelain tile, as manufactured by Cermiche, Ceratec, Olympia, or Centura with matching ceramic base 305 100.

Colours as selected by Architect from standard colour range. One main colour and one accent colour.

Grout: To be used in all tile joints to be as recommended by tile manufacturer. Colour by Architect.

Sealer: To CAN/CGSB-25.20-M88, Type 1, as recommended by tile manufacturer.

Apply to clean and sound surfaces. Maximum surface tolerance 1:800.  
Clean tile surfaces after installation and grouting cured.

.24 GYPSUM BOARD

Standard Board: CAN/CSA-A82.27-M91. ½" thick, 4' x maximum length,  
Type "X": CAN/CSA-A82.27-M91, 5/8" thick, 4' x maximum length, square  
ends, tapered edges.

Water resistant board: CAN/CSA-A82.27-M91, ½" thick, 4' x maximum length,  
square ends, tapered edges.

Screws: CAN/CSA-A82.31-M91, drywall type.

Casing/Corner Beads: 0.5mm base thickness, galvanized steel with perforated  
flanges, one piece length per location, casing beads to be "L" type.

Joint compound: ASTM C 475-01, Asbestos free.

Acoustic sealant: CGSB 19-GP-21M.

Insulating Strip: Rubberized, moisture resistant, 3mm cork strip x 12 mm wide  
self stick on one face.

Finish work plumb, level and square with adjoining work. Use full length pieces  
where practical. Cut and fit as necessary to accommodate work of other trades.  
Miter and fit corners accurately, free from rough edges.

Provide blocking strips secured between studs for fixture attachments as required.

.25 VINYL BASE

References: CSA A126.5, continuous, top set, complete with premoulded end  
stops and external corners.

.1 Johnsonite or approved equal. Colour by Architect.

Install product as per manufacturer's recommendations. Install straight and level  
to variation of 1:1000.

.26 PAINTING

Deliver and store materials in original containers, sealed, with labels intact.

Select products exhibiting low odor characteristics. Use material with lowest  
odor rating.

Store oily rags, waste products and materials subject to spontaneous combustion  
in approved, sealed containers. Remove on daily basis. Comply with  
requirements or (WHMIS) regarding use, handling and storage. Ensure all  
surfaces are free of resin, mill scale, rust, oil, grease, dust, dirt and efflorescence.  
Sand rough surfaces smooth.

Paint finishes:

- .1 Formula 1 (Alkyd): For concrete walls and ceilings apply
  - .1 Coat latex primer – sealer CAN/CBSB-1.119.
  - .2 Two coats semigloss enamel CAN/CBSB-1.57.
  - .3 CPCA System INT-7-B, premium. Finish coat: semigloss.
- .2 Formulas 3 (ALKYD): For gypsym board, walls apply:
  - .1 Coat latex primer – sealer CAN?CBSB-Q.119.
  - .2 Two coats semigloss enamel CAN/CGSB-1.57.
  - .3 CPCA System INT-4-A, preminum. Finish coat: semigloss
- .3 Formula 4 (ALKYD): For gypsum board, ceilings apply:
  - .1 Coast latex primer-sealer CAN/CGSB-1.119.
  - .2 Two coats low gloss enamel CAN/CGSB-1.202.
  - .3 CPCA system INT-4-A, premium. Finish coat: Low gloss.
- .4 Formula 10 (ALKYD): For wood trim to receive paint finish apply:
  - .1 Spot prime knot sand resinous areas CAN/CGSB-1.126.
  - .2 Coat enamel undercoat CAN?CGSB-1.38.
  - .3 Two coats semigloss enamel CAN/CGSB-1.57.
  - .4 CPCA system INT-1-A, premium. Finish coat: semigloss
- .5 FORMULA 15 (ALKYD): For shop primed ferrous metal surfaces apply:
  - .1 Touch UO with shop primer with primer as provided by fabricator.
  - .2 Coat marine alkyd metal primer CGSB 1-GP-48M.
  - .3 Two coats semigloss enamel CAN/CGSB-1.57.
  - .4 CPCA system INT-12-A, premium. Finish coat: Semigloss.

Clean and re-install all hardware items that were removed before undertaking painting operations.

**TERMS AND CONDITIONS:**

**1. INQUIRIES:**

All questions related to this request are to be directed Cindy Calvin, Assistant Purchasing Agent, in writing at least 5 business days before the closing date.

Fax: (506) 658-4742

Email: cindy.calvin@saintjohn.ca

**2. BID:**

Please BID your net price on each of the above commodities or services, F.O.B. Saint John, NB, prepaid.

3. **PAYMENT:**

Payment shall be based on Net 45 Days from date of invoice or receipt of goods, whichever is later.

4. **TAXES:**

The BID price shall be HST excluded.

5. **HOLDBACK:**

Hold back of 15% 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 engineer, and receipt of a statutory declaration.

6. **PRICING:**

The bid price shall include all wages, fringe benefits, insurance, transportation, working tools, equipment costs, etc. and other charges incurred to provide the required services.

7. **DUE DILIGENCE:**

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

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

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

8. **INSURANCE:**

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

General liability with minimum limits of one million dollars, (\$1,000,000.00). 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;
- Thirty (30) days' notice of cancellation of this policy "**will**" be given to the City of Saint John, by the insurers.

9. **WORKERS' COMPENSATION:**

The successful bidder must provide proof of current coverage from the New Brunswick Workers' Compensation Board prior to a contract/purchase order being issued.

10. **EXPLANATION TO BIDDERS:**

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.

11. **TIME LIMIT:**

Bids received after the time and date as shown on the request for quotation shall not be considered, and will be returned unopened to the bidder.

12. **SUBSTITUTES:**

Substitute products will be considered unless otherwise noted. However, the decision as to the equivalency of a substitute product will be left solely with the user department of the City of Saint John.

13. **ACCEPTANCE, REVOCATION AND REJECTION OF TENDERS:**

(A) 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.

(B) 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.

(C) The tender constitutes an offer which shall remain open and irrevocable until 60 days after the date of the tender opening.

(D) The City of Saint John does not bind itself to accepting the lowest or any tender received, but reserves the right to award the tender to its best advantage.

**14. EXAMINATION OF PREMISES:**

The contractors bidding this job shall visit the job site and familiarize themselves with the existing site conditions. Contractors shall make allowances in their bid price in order to complete specified work, taking into account the existing site conditions. No compensation shall be considered for additional expenditures incurred later, through failure to do so.

Dimensions are approximate; therefore, it is the responsibility of the bidder to take measurements as required.

**15. PERMITS AND REGULATIONS:**

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

**16. REQUIREMENTS FOR FINAL INSPECTION:**

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

**17. CANCELLATION CLAUSE:**

In the event that the successful bidder does not comply with the specifications and terms and conditions of this tender, at any time throughout the duration of the contract, the City of Saint John reserves the right to cancel the contract in its entirety with thirty (30) days prior written notice.

**18. CANCELLATION CLAUSE:**

The City reserves the right to reject a tender from parties who fail to satisfy the City that they have sufficient knowledge and experience to provide the required services.

**19. SUPERVISION:**

The bidder will exercise competent supervision of work all times through a supervisor who has authority to receive, on behalf of the bidder, any order or communications relating to the work. Any supervisor or worker who is not acceptable to the owner by reason of incompetence, improper conduct, etc. shall be removed from the site of the work and replace forthwith

**20. INDEMNIFICATION:**

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

**21. OWNER ACCESSIBILITY:**

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

Existing equipment to be removed, and cutting and patching for new equipment shall be done in such a way so as to cause the least amount of interference.

This contractor shall ensure all openings are completed or closed up, and all debris is completely cleaned up, at the end of each working day.

**22. CLEANING UP:**

The contractor shall remove, at his own expense, from the owner's property and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such waste materials in accordance with permission of such disposal granted to the contractor by the owner thereof.

**23. QUALITY OF MATERIALS:**

Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality and comply with City specifications. The contractors shall, if required, furnish satisfactory evidence as to the kind of quality of materials

**24. ADVISORY/ADDENDUM**

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

In the case of an advisory notice, these are faxed to the vendor and are accompanied by a cover sheet. Vendors are instructed to sign the cover sheet and return it either by fax or in person, to the Purchasing Agent, prior to the tender closing.

Addendums are either faxed, mailed or hand delivered. Each addendum contains a notification which requires bidders to sign and include the addendum with their tender bid.

Failure to comply with the instructions on an advisory or addendum will result in rejection of your tender, regardless whether the changes noted in the advisory or addendum are included in the tender or not.

25. **DEFICIENCIES:**

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

26. **GUARANTEE:**

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

27. **TENDERS:**

Tenders received by fax **WILL NOT** be accepted.

28. **DEPOSIT:**

Upon award, the successful bidder shall provide the City of Saint John with a certified cheque, bank draft, money order or bid bond, payable to the City of Saint John, in the amount of ten percent (10%) of the tendered price to be held as a performance deposit or the bidder may choose to supply a labour and material performance bond in the amount of fifty (50) percent of the tendered price, before the issuance of a contract/purchase order.

In the event that the contractor fails to complete this work in accordance with the specifications and conditions stated in the form of tender, his deposit will be forfeited to the City.

Failure to comply with the instructions on an advisory or addendum will result in rejection of your tender, regardless whether the changes noted in the advisory or addendum are included in the tender or not.

**FORM OF TENDER**

**RE: Front Entrance – Leisure Services Building**

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 **by November 20, 2009** and in accordance with the contract and agrees to accept, therefore, in payment in full, in accordance with the specifications, and terms and conditions, the sum of:

**Total \$** \_\_\_\_\_  
**(All taxes extra)**

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