

Chandra, Sharat

From: Onyeka Dozie <Onyeka.Dozie@Brookfieldjci.com>
Sent: Friday, March 28, 2014 12:50 PM
To: s 17
Cc: Chandra, Sharat; s 17
Subject: BCGV167906 AAC Incinerator Repairs - Addendum #02.
Importance: High

Hi All,

Please include as a separate line item, a cash allowance of **\$5,800** for the Carson Stericycle bins. This is for the temporary storage/removal of any wastes that would have been incinerated during the construction period.

The consultant will produce a more formal document on Monday.

Please acknowledge receipt of this email.

Thanks.

Onyeka Dozie,
Project Manager
Design & Project Delivery Services.

Brookfield Johnson Controls

2601 Lougheed Hwy

Coquitlam, BC V3C 4J2

☎604-970-9437

✉ onyeka.dozie@brookfieldjci.com | www.brookfieldjohnsoncontrols.com



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Stipulated Price Bid Documents (CCDC)

Project Title: **Abbotsford Agricultural Centre
Incinerator Repairs**

Project #: **BCGV167906/RFQ0450BC14R3**

**Brookfield Johnson Controls Workplace Solutions Inc.
Design and Project Delivery Services (DPDS)
2601 Lougheed Hwy
Coquitlam BC. V3C 4J2**

Telephone: **604-970-9437**

Fax: **607-927-4034**

Date of Issue: **March 6, 2014**

Closing Date: **March 31, 2014**

Table of Contents

Section	Number of pages
Instructions to Bidders_____	7
Notice of No Bid Form _____	1
Stipulated Price Bid Form _____	2
Appendix “A” – List of Documents _____	1
Appendix “B” – List of Subcontractors _____	1
Appendix “C” – List of Unit Prices _____	1
Appendix “D” – List of Alternative Prices _____	1
Appendix “E” – List of Itemized Prices _____	1
Appendix “F” – Cash Allowances _____	1
Appendix “G” – Contractor Health, Safety and Environmental Handbook_____	15
CCDC 2 – 2008 Reference Documents _____	1
Supplementary Conditions_____	9
List of Specifications _____	1
List of Drawings _____	1

Instructions to Bidders

1.0 INVITATION

1.1. Intent

1. The intent of this bid call is for Brookfield Johnson Controls Workplace Solutions Inc. ("Brookfield Johnson Controls WSI") to obtain offers ("Bids") from interested and qualified parties ("Bidders") to perform the Work required to complete **AAC Incinerator Repairs** located at **Abbotsford Agricultural Centre, 1767 Angus Campbell Road, Abbotsford**, for a Stipulated Price, in accordance with the Contract Documents.

1.2. No Bid Form

1. It is important that Brookfield Johnson Controls Workplace Solutions Inc. receive a reply from all invited Bidders. Should you be unwilling or unable to submit a Bid, please complete and return the No Bid Form included in this Document.

1.3. Bidder Covenant

1. By submitting a Bid in response to this bid call, the Bidder confirms it has read and agrees to comply with the Bid Documents. No allowance shall be made by Brookfield Johnson Controls WSI on behalf of a Bidder for any error, omission or negligence on its part, unless Brookfield Johnson Controls WSI in its sole discretion decides otherwise.
2. Bidders agree to prepare and submit Bids at their own cost.
3. Brookfield Johnson Controls WSI shall provide the successful Bidder with two (2) copies of the Contract to be signed. Within ten (10) working days of the successful Bidder's receipt of *Contract Documents*, the successful Bidder shall return the *Contract Documents* to Brookfield Johnson Controls WSI fully signed, together with other documentation as required in the *Contract Documents*.
4. Confidentiality
 1. Brookfield Johnson Controls WSI reserves all rights in respect of this bid call. Bidders may not reproduce, modify, disclose, distribute or publish any portion of this bid call or any information about Brookfield Johnson Controls WSI or **SSBC** without the prior written approval of Brookfield Johnson Controls WSI or **SSBC**, save and except for the strict purpose of preparing a Bid, and provided always that any such reproduction, modification, disclosure, distribution or publication of this bid call shall only be made to or for recipient's employees or advisors on a strict need-to-know basis, each of whom the recipient agrees to bind to these same confidentiality obligations.
 2. Bidders may not use the name of Brookfield Johnson Controls WSI or **SSBC** (or its respective affiliates), or refer to this bid call in any advertisement or other promotional messages without the prior written consent of Brookfield Johnson Controls WSI or **SSBC**, as applicable.

Instructions to Bidders

1.4. Bid Call

1. Bids signed under seal, executed, and dated will be received by Brookfield Johnson Controls WSI at,

Brookfield Johnson Controls Workplace Solutions Inc.
**c/o Boiler House,
2601 Lougheed Highway,
Coquitlam BC. V3C 4J2**

Attention: Onyeka Dozie

before the time for bid closing of **2:00 p.m.** local time as designated by the **WSI office reception area clock**, on the **31st day of March, 2014** ("Bid Closing Date").
2. Bids submitted after the above time for bid closing will not be considered and will be returned to the Bidder unopened if a return address has been provided on the envelope.
3. Bids **will not** be opened in public. Bids shall be opened after the above time for bid closing.
4. Amendments to a submitted Bid will be permitted only if received on the bidder's letterhead prior to the above date and time for bid closing and if signed by the same party or parties who signed and sealed the Bid. A Bid amendment shall state the amount to be added to or deducted from the *Bid Price*. Amendments to a submitted bid **shall be submitted physically at the office**.
5. All erasures, revisions or corrections to the Bidder's entries on the Bid Form shall be initialed by the Bidder.
6. Bids and amendments to submitted Bids submitted by telephone or electronic mail will not be considered by Brookfield Johnson Controls WSI.

2.0 CONTRACT AND BID DOCUMENTS

2.1. Definition

1. Contract Documents: As defined in the Contract;
2. Bid Documents: Instructions to Bidders, Bid Form, any Bid Form Supplements, other information issued for the benefit of Bidders to prepare and submit a Bid, and Contract Documents.
3. Bid Price: The monetary sum identified by the Bidder in the Bid Form.
4. All capitalized terms, unless otherwise defined, shall have the meanings assigned to them in the General Conditions included in the Contract Documents.

2.2. Availability

1. *Bid Documents* may be obtained, at the office of Brookfield Johnson Controls WSI, indicated in Article 1.4.1 above.
2. Upon receipt of *Bid Documents*, Bidders shall verify that the documents are complete. Bidders shall immediately notify Brookfield Johnson Controls WSI if the *Bid Documents* are incomplete or upon finding discrepancies or omissions in the Bid Documents.

Instructions to Bidders

2.3. Enquiries & Addenda

1. All enquiries from Bidders regarding the *Bid Documents* must be in writing and submitted no later than **three (3)** business days before the Bid Closing Date to:

Brookfield Johnson Controls Workplace Solutions Inc.
c/o Boiler House
2601 Lougheed Highway,
Coquitlam, BC. V3C 4J2

Attention: **Onyeka Dozie**
Email: **Onyeka.dozie@brookfieldjci.com**
Fax:

2. Addenda may be issued by Brookfield Johnson Controls WSI during the bidding period. All addenda become part of the Contract Documents. Include all costs of all addenda in *Bid Price*.
3. Brookfield Johnson Controls WSI may, by addendum, modify, amend or revise any provision of this Tender, extend the Closing Time, Closing Date or any other scheduled dates relating to this Tender. Brookfield Johnson Controls WSI shall not be responsible for any costs related to any delays in the Tender
4. Verbal responses are only binding when confirmed by written addenda.
5. Information obtained from any other source may be inaccurate and is not binding on Brookfield Johnson Controls WSI. Any attempt by a Bidder or any of its employees, agents, contractors or representatives to contact any person other than the Brookfield Johnson Controls WSI contact person named above with respect to this Tender will entitle Brookfield Johnson Controls WSI to disqualify the Bid of such Bidder.
6. Discrepancies between addenda and the original *Bid Documents* will be resolved in favour of the last-submitted addendum.

2.4. Alternatives During Bidding

1. Unsolicited

1. Where the Bid Documents stipulate a particular Product, requests to use unsolicited alternatives made less than seven calendar days before the Bid Closing Date will not be considered by Brookfield Johnson Controls WSI.
2. When a request to use an unsolicited alternative is made, Brookfield Johnson Controls WSI may, in its sole discretion, approve the unsolicited alternative and in such circumstances will issue an addendum to known Bidders.
3. When requesting an alternative to specified Products, the Bidder shall include any changes required in the Work to accommodate such unsolicited alternative. A later claim by the Bidder for an addition to the Contract Price resulting from changes in the Work necessitated by use of unsolicited alternative Products will not be considered.
4. Unsolicited alternatives not approved in writing by Brookfield Johnson Controls WSI prior to the Bid Closing Date shall not be included in the Bid Price.

Instructions to Bidders

5. Subject to Article 2.4.1.1 above, product or system alternatives proposed by Bidders at the time of bid closing may be considered by Brookfield Johnson Controls WSI if submitted as an attachment to the Bid Form.
6. Requests for unsolicited alternatives submitted with the Bid Form will be evaluated by Brookfield Johnson Controls WSI and either included in, or excluded from, the Contract. Subject to Article 2.4.1.1 above, Brookfield Johnson Controls WSI will be the sole judge as to their acceptability.
7. Bidders shall provide complete information on revisions to other Work which will be required to accommodate each unsolicited alternative, together with the related dollar amount of all additions to, or reductions from, the Bid Price. The cost of each unsolicited alternative shall be provided net of costs of any other related changes required, so as to incorporate this into the Work.

2. Solicited

1. Where alternatives are identified and described within the specification and Bid Form for pricing, Brookfield Johnson Controls WSI reserves the right in its sole discretion whether to consider the alternatives and associated prices. Assessment of the bids shall be based on the compliant bid with the lowest price combination of the base bid and those alternatives accepted by Brookfield Johnson Controls WSI.

3.0 SITE ASSESSMENT

3.1. Site Examination

1. Bidders shall carefully examine the Place of the Work, and fully inform themselves of all existing conditions, limitations and difficulties that may arise during the execution of the Work including but not limited to any or all site specific health and safety, environmental and operational protocols.
2. A pre-bid meeting has been arranged for all Bidders on the **24th day of March, 2014 at 10:00 a.m.**. The meeting will be held at:

**Abbotsford Agricultural Centre,
1767 Angus Campbell Road,
Abbotsford**

The meeting is **mandatory**

3. When a mandatory pre-bid meeting has been scheduled, failure of a Bidder to attend, properly register and remain present for the duration of the pre-bid meeting may result in their Bid being rejected at Brookfield Johnson Controls WSI's sole discretion.
4. Brookfield Johnson Controls WSI will not consider claims for additional payments during the execution of the Work, or at all, for extra Work, costs, damages or difficulties encountered resulting from conditions which were either visible or could be reasonably inferred from an examination of the Place of the Work prior to the submission of Bids

Instructions to Bidders

4.0 BID ENCLOSURES AND REQUIREMENTS

4.1. Taxes

1. Unless specifically excluded by the Contract Documents, Bidders shall include all applicable government taxes, excluding Value Added Taxes (GST), in the Bid Price.

4.2. Scheduled Completion

1. Bidders shall state in the Bid Form the time duration required to attain Substantial Performance of the Work and Total Performance of the Work.
2. Total Performance of the Work **is proposed to be 9th day of May, 2014.**
3. Consideration will be given to the time durations indicated in Article 4.2.1 and 4.2.2 when reviewing submitted Bids.

5.0 OFFER, ACCEPTANCE OR REJECTION

5.1. Delivery of Bid

1. Each Bid must be sealed in an envelope which clearly identifies the Bidder's name, Project name, location and Brookfield Johnson Controls WSI project number. The Bid Form must be fully completed, signed under seal, dated and submitted in a clear and legible manner. Incorporated companies shall affix their corporate seal under the hand of their duly authorized officer(s). Signatures and all other entries shall be written in ink. Photocopied signatures and other entries are not acceptable. All applicable blank spaces in the Bid Documents must be filled in. All Bid Form Supplements are to be completed and included with the Bid. Bids for *Work* valued at \$100,000 or greater shall include:
 1. a bid bond from a duly licensed surety company or a bid deposit (e.g., bank draft, certified cheque or letter of credit) totalling 10% of the Bid value. Such bid bond or bid deposit shall be in a commercially reasonable form and name Brookfield Johnson Controls WSI as beneficiary;
 2. an agreement from a duly licensed surety company to provide final security in the form (as prescribed in the Contract) of a performance bond and a labour and materials payment bond in respect of the Work; or, a written undertaking from the Bidder (e.g., a letter on Bidder's letterhead) to timely provide as security in accordance with the Contract (see subparagraph 11.2.3.2 of Supplementary Condition 11.2 – BONDS). Such agreements or undertaking must be in a commercially reasonable form and name Brookfield Johnson Controls WSI as beneficiary;

Bid bonds, bid deposits, agreements to provide a performance bond and a labour and materials payment bond, and written Bidder undertakings deemed commercially unreasonable by Brookfield Johnson Controls WSI in its sole discretion may render a Bid non-compliant.

Instructions to Bidders

2. Submit the following Bid Form Supplements with the Bid Form:

1. Appendices – as checked below;

Appendix "B"	List of Subcontractors	X
Appendix "C"	List of Unit Prices	<input type="checkbox"/>
Appendix "D"	List of Alternative Prices	<input type="checkbox"/>
Appendix "E"	List of Itemized Prices	<input type="checkbox"/>
Appendix "F"	List of Cash Allowances	<input type="checkbox"/>
Appendix "G"	BJCI/WSI Contractor Health, Safety and Environmental Policy Handbook	X

2. 10% bid bond or bid deposit (for Work valued at \$100,000 or greater) in accordance with Article 5.1.1.1;
3. Agreement to provide final security (for Work valued at \$100,000 or greater) in accordance with Section 5.1.1.2.
4. Agreement to acknowledge and accept the BJCI/WSI Contractor Health, Safety and Environmental Policy Handbook
3. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may, at Brookfield Johnson Controls WSI's sole discretion, be declared non-compliant.
4. Bids with Bid Forms and Bid Form Supplements which are improperly prepared may, at Brookfield Johnson Controls WSI's sole discretion, be declared non-compliant.
5. Bids based upon an unreasonable time duration for the completion of the Work may, at Brookfield Johnson Controls WSI's sole discretion, be declared non-compliant.
6. All submitted Bids and supporting documentation become the property of Brookfield Johnson Controls WSI and will not be returned except for bid bonds and bid deposits at expiration of bid irrevocability period or upon award of the contract.

5.2. Duration of Offer

1. Bids shall be irrevocable and remain open to acceptance for a period of sixty (60) days from the Bid Closing Date.

5.3. Acceptance of Offer

1. The lowest or any Bid will not necessarily be accepted
2. Notwithstanding anything else contained in the Bid Documents, Brookfield Johnson Controls WSI reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the Bid process, the assessment and evaluation of Bids, including the determination of criteria, the ranking of Bidders and the selection of a successful Bidder without incurring any liability whatsoever to any Bidder, including any liability for costs, losses or damages and without giving any reasons therefore.
3. Without limiting the generality of the foregoing, Brookfield Johnson Controls WSI, in its sole and absolute discretion:
1. reserves the right to accept or reject any or all of the Bids;

Instructions to Bidders

2. reserves the right to evaluate, accept or reject any Bid, whether or not completed properly and whether or not it contains all required information or is otherwise non-compliant, and Brookfield Johnson Controls WSI is not bound to evaluate, accept or reject any Bid;
3. reserves the right, after the selection of the successful Bidder, to negotiate and finalize any changes, amendments, or modifications to the Bid of the successful Bidder as submitted or to the Contract, without offering other Bidders the opportunity to amend their Bids.
4. reserves the right to not be bound to explain any decision to the Bidder(s). Brookfield Johnson Controls WSI may, at its own discretion, release the name of the successful Bidder.
4. Bidders expressly waive any right to make any claim against Brookfield Johnson Controls WSI for any matter arising from WSI exercising its rights as stated above.
5. After acceptance by Brookfield Johnson Controls WSI, the successful Bidder will be notified in writing.
6. Brookfield Johnson Controls WSI reserves the right, before awarding the Contract, to require the successful Bidder to submit such evidence of qualifications as it may deem necessary and acceptable, including without limitation the technical, financial or other qualifications and abilities of the Bidder.
7. The selection of a Bid shall not, by itself, bind Brookfield Johnson Controls WSI in any way unless and until Brookfield Johnson Controls WSI and the successful Bidder have executed the Contract. In the event that the successful Bidder fails to sign, refuses to sign or to commence with the Contract within the time prescribed by Brookfield Johnson Controls WSI, or otherwise fails to comply with its obligations under the Bid Documents, Brookfield Johnson Controls WSI shall in its sole discretion be entitled to:
 1. cancel the award of the Contract, and award the Contract to another Bidder;
 2. claim the Bid bond or deposit, if any;
 3. not accept any Bid;
 4. issue a new Tender.
8. Brookfield Johnson Controls WSI may disqualify the Bids of parties with whom Brookfield Johnson Controls WSI or **SSBC** is engaged in any form of a dispute (or reasonably anticipates to be).

END OF INSTRUCTIONS TO BIDDERS

Notice of No Bid Form

IMPORTANT – PLEASE READ THIS

It is important that **Brookfield Johnson Controls Workplace Solutions Inc.** receive a reply from all invited Bidders. Should you be unwilling or unable to submit a Bid, returning this completed form will assist Brookfield Johnson Controls WSI in calling for future bids.

Project Name: _____

Project Number: _____

Please state your reason for not bidding by checking the applicable line(s) or by explaining briefly in the space provided. It is not necessary to return any other Bid Documents. Please return this completed form prior to the time for bid closing. Returning **this form only** via fax to **604-927-4034** is acceptable.

1. We do not have the experience necessary to complete the Project Work. _____
2. We do not manufacture / supply this commodity _____
3. We do not manufacture / supply to the stated specifications _____
4. Specification / information is not sufficiently defined _____
5. Unable to bid competitively _____
6. Can not handle due to present work load _____
7. Quantity / job too large. _____
8. Quantity / job too small. _____
9. Cannot meet delivery / completion time requirements. _____
10. Insufficient time to prepare bid _____
11. Licensing restrictions _____
12. Agreements with distributors / dealers do not permit us to sell direct _____
13. Other reasons for not bidding? Please state _____

Do you wish to bid on similar goods / services / Projects in the future? YES____ NO____

Company Name: _____

Type of Business: _____

Address: _____

Telephone: _____

Date: _____

Signature of Company Representative: _____

Position _____

BID FORM

Project/Contract: **Abbotsford Agricultural Centre Incinerator Repairs**

Name and location of the *Work*

Project/Contract #: **BCGV167906/RFQ0450BC14R3**

From (Bidder): _____
Company Name

Street address or postal box number

City/town, Province and Postal Code

To (Owner): **Brookfield Johnson Controls Workplace Solutions Inc.**
 c/o Boiler House
 2601 Lougheed Highway
 Coquitlam, BC

Attention: Onyeka Dozie

WE, the undersigned, having examined the Bid Documents for the above-named Project/Contract, including addendum number(s) _____ to _____, and having carefully examined the *Place of the Work* and fully informed ourselves of existing conditions, limitations and difficulties that may arise during the execution of the *Work*, hereby offer to perform the *Work* in a sound, careful and workmanlike manner, complete in all respects to the entire satisfaction of WSI, and in accordance with all the terms and conditions of the Bid Documents for the stipulated (base bid) price of:

\$ _____ in Canadian dollars, excluding *Value Added Taxes*. (*Amount in figures*)

WE, the undersigned declare that:

- (a) we agree to perform the *Work* within the required completion times specified in the Bid Documents (or if no such times are specified, to attain *Substantial Performance of the Work* before _____, and total completion of the *Work* before _____);
- (b) we have arrived at this Bid without collusion with any competitor;
- (c) this Bid is open for acceptance by WSI for a period of sixty (60) days from the Bid Closing Date;
- (d) all Bid Form Supplements called for by the Bid Documents form an integral part of this Bid; and
- (e) we agree to provide signed acknowledgement and acceptance of the BJCI/WSI Contractor Health, Safety and Environmental Policy Handbook prior to commencement of the work if awarded.

SIGNATURES:

Signed and Submitted by:

Company name

Name and title of authorized signing officer

Signature of authorized signing officer

Name of witness

Signature of Witness

Name and title of authorized signing officer

Signature of authorized signing officer

Name of witness

Signature of Witness

Dated this _____ day of _____, 20____.

Note: Affix corporate seal as required by Bid Documents.

Appendix “A” - List of Bid Documents

The following is a list / description of the Bid Documents for this project:

1. Instructions to Bidders
2. No Bid Form
3. Bid Form
4. Appendix “A” – List of Bid Documents
5. Additional Appendices – as checked below;

Appendix “B”	List of Subcontractors	X
Appendix “C”	List of Unit Prices	<input type="checkbox"/>
Appendix “D”	List of Alternative Prices	<input type="checkbox"/>
Appendix “E”	List of Itemized Prices	<input type="checkbox"/>
Appendix “F”	List of Cash Allowances	<input type="checkbox"/>
Appendix “G”	BJCI/WSI Contractor Health, Safety and Environmental Policy Handbook	X

6. CCDC 2 – 2008 Reference Documents
 - Agreement Form Between Owner and Contractor
 - Definitions
 - General Conditions of the Stipulated Bid Contract
7. Supplementary Articles
8. Supplementary Definitions
9. Supplementary Conditions
10. List of Specifications
11. List of Drawings

Appendix “B” - List of Subcontractors

- .1 This Appendix shall form an integral part of the Bid Form.
- .2 No changes to the List of Subcontractors will be allowed without the Brookfield Johnson Controls WSI's express written permission.
- .3 List each subcontractor by his firm's proper legal designation, and indicate whether his business is carried on as an individual, partnership, or limited company.
- .4 The undersigned submits that in proposing the subcontractors named below, he has fully consulted each and has ascertained to his complete satisfaction that those named are acquainted with the extent and nature of the work involved and of the proposed construction schedule, and that they will execute their work to conform to the requirements of the Contract Documents.
- .5 The following are the Subcontractors which the undersigned proposes for the performance of the Work:

Division or Section of Work	Subcontractor	
	Name	Business Type
List Division or Section of Work		

Name of Bidder

Signature

Appendix "C" - List of Unit Prices

- .1 This Appendix shall form an integral part of the Bid Form.
- .2 It is agreed and understood that the following Unit Prices, referred to in Article GC 6.1 of the General Conditions of the contract, CCDC 2, 2008, Stipulated Price Contract, and the general requirements and as supplemented for this project, will apply to all changes to the contract, and that work covered by Unit Prices will be executed in accordance with the applicable specifications sections for the work. Included in Unit Prices are materials, labour, equipment, delivery, handling, statutory charges, other related charges, and inclusive of all duties and taxes applicable, except for GST and similar charges on account of such work, measured complete in place.
- .3 Herewith is the List of Unit Prices to which reference is made on the submitted Bid Form for this Project.

Unit of Work	Unit Price (\$)	
	Addition	Deletion
List unit of work, including unit measurement	\$	\$

Name of Bidder

Signature

Appendix “D” - List of Alternative Prices

- .1 This Appendix shall form an integral part of the Bid Form.
- .2 The undersigned agrees that the final Contract Sum will not be calculated on the basis of these additions to or deductions from the Stipulated Price as directed by WSI and that the amounts of the alternatives prices shall be held for sixty (60) days after the award of the contract.
- .3 The undersigned understands and agrees that these alternative prices are related to certain separate prices and acceptance or rejection of those separate prices will have a direct result on the total Contract Price.
- .4 The undersigned understands and agrees that these alternative prices do not include an amount for Valued Added Taxes (GST).
- .5 Herewith is the List of Alternative Prices to which reference is made on the submitted Bid Form for this Project

Description of Alternative	Effect on Stipulated Price	
	Addition	Deletion
<u>Alternative No. 1:</u> Description of alternative work	\$	\$
<u>Alternative No. 2:</u>	\$	\$
<u>Alternative No. 3:</u>	\$	\$
<u>Alternative No. 4:</u>	\$	\$
<u>Alternative No. 5:</u>	\$	\$

Name of Bidder

Signature

Appendix “E” - List of Itemized Prices

- .1 This Appendix shall form an integral part of the Bid Form.
- .2 It is understood that the itemized prices are provided for information purposes only and will not be used to modify the Bid Price.
- .3 The undersigned understands and agrees that these itemized prices do not include an amount for Valued Added Taxes (GST).
- .4 Herewith is the List of Itemized Prices to which reference is made on the submitted Bid Form for the above noted Project.

Description of Work	Price (\$)
<u>Itemized No. 1:</u> Description of work	\$
<u>Itemized No. 2:</u>	\$
<u>Itemized No. 3:</u>	\$
<u>Itemized No. 4:</u>	\$
<u>Itemized No. 5:</u>	\$

Name of Bidder

Signature

Appendix “F” – Cash Allowances

- .1 This Appendix shall form an integral part of the Bid Form.
- .2 It is understood that the Cash Allowances are to be included in the total bid amount and are typically expended on a time & materials basis. The bid price, and not the cash allowances, includes the overhead and profit in connection with such cash allowances. Administration of all cash allowances is as per CCDC2 - 2008 GC 4.1 Cash Allowances and WSI SC26.1 Paragraph 6.1.3.
- .3 The undersigned understands and agrees that these Cash Allowances do not include an amount for Valued Added Taxes (GST).
- .4 Herewith is the List of Cash Allowances to which reference is made on the submitted Bid Form for the above noted Project.

Description of Work	Price (\$)
<u>Cash Allowances No. 1:</u> Description of work	\$
<u>Cash Allowances No. 2:</u>	\$
<u>Cash Allowances No. 3:</u>	\$
<u>Cash Allowances No. 4:</u>	\$
<u>Cash Allowances No. 5:</u>	\$

Name of Bidder

Signature

Appendix “G” – BJCI/WSI Contractor Health, Safety and Environmental Policy Handbook

The “Brookfield Johnson Controls Workplace Solutions Inc. (BJCI/WSI) Contractor Health, Safety and Environmental Policy Handbook” shall in its entirety as provided in the Supplementary Articles, Supplementary Definitions, Supplementary Condition 3.6 herein form part of Standard Construction Documents – CCDC 2 -2008, the General Conditions of the Stipulated Price Contract of the Contract.

A copy of the Contractor Health, Safety and Environmental Policy Handbook is attached as reference to the above.

CCDC 2 – 2008 - Reference Documents

Form of Agreement Between Owner and Contractor

The “Agreement Between Owner and Contractor” forming part of Standard Construction Document CCDC 2 – 2008 shall in its entirety constitute the Agreement Form Between Owner and Contractor for the Contract and subject to the Instructions to Bidders be executed by Brookfield Johnson Controls WSI and the Contractor.

Definitions

The “Definitions” forming part of Standard Construction Document – CCDC 2 – 2008 shall in its entirety as amended by the Supplementary Conditions herein constitute the Definitions of the Contract.

General Agreement, General Definitions and General Conditions of the Stipulated Price Contract

The Agreement, Definitions and General Conditions of the Stipulated Price Contract forming part of Standard Construction Documents – CCDC 2 -2008 shall in its entirety as amended by the Supplementary Articles, Supplementary Definitions and Supplementary Conditions herein constitute the General Conditions of the Stipulated Price Contract of the Contract.

A copy of CCDC 2-2008 is available for review at Brookfield Johnson Controls WSI's office or local Construction Association office.

Supplementary Articles

SUPPLEMENTARY ARTICLES

The Agreement of the Stipulated Price Contract, CCDC 2 – 2008 is hereby amended as follows:

SA1 ARTICLE A-3 CONTRACT DOCUMENTS

SA1.1 Paragraph 3.1:

Add the words “Supplementary Articles of the *Contract*

- Supplementary Definitions of the *Contract*

- Supplementary Conditions of the *Contract*”

to the list of *Contract Documents* in paragraph 3.1.

SA2 ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

SA2.1 6.1 – Add the word “or” after the word “courier,” in the second line of paragraph 6.1. Delete the words “or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.” from the second line of paragraph 6.1. Delete the words “A Notice in writing sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the *Working Day* next following the transmission thereof.” from the seventh to eleventh lines of paragraph 6.1. Delete the words “email address” from the signature lines for the *Owner*, *Contractor* and *Consultant* in paragraph 6.1.

SA3 ARTICLE A-9 SEVERABILITY

SA3.1 Add new Article A-9 as follows:

ARTICLE A-9 SEVERABILITY

9.1 - If any provision of this *Contract* is found to be invalid or unenforceable in any circumstances, the remainder of this *Contract*, and the application of such provision in any other circumstances, shall not be affected.

SA4 ARTICLE A-10 TIME OF ESSENCE

SA4.1 Add new Article A-10 as follows:

ARTICLE A-10 TIME OF ESSENCE

10.1 – Time shall be of the essence of the *Contract* and under all *Contract Documents*.

Supplementary Definitions

SUPPLEMENTARY DEFINITIONS

The Definitions of the Stipulated Price Contract, CCDC – 2008 are hereby amended as follows:

SD1 Paragraph 6 – Contract Documents

Add the words “in writing” after the word “upon” in the second line of paragraph 6.

SD2 Paragraph 27 –SSBC

Add new paragraph 27 as follows:

27. SSBC

SSBC means the Ministry of Labour and Citizens' Services, Shared Services BC, authorized agent or representative as designated to the *Contractor* in writing.

SD3 Paragraph 28 – Toxic and Hazardous Substances

Add new paragraph 27 - Toxic and Hazardous Substances as follows:

28. Toxic and Hazardous Substances

Toxic and Hazardous Substances means, collectively, any contaminant, waste, subject waste, pollutant, toxic substance, dangerous goods, asbestos, petroleum, its derivatives, by-products or other hydrocarbons, as defined in or pursuant to any applicable laws, regulations, by-laws, guidelines or orders rendered by any governmental authority or any other substance or material which, when released to, or present in, the natural environment, is likely to cause in some immediate or foreseeable future time, material harm or degradation of the natural environment or material risk to human health.

Supplementary Conditions

SUPPLEMENTARY CONDITIONS

The General Conditions of the Stipulated Price Contract, CCDC 2 – 2008 are hereby amended as follows:

SC1 GC 1.1 CONTRACT DOCUMENTS

SC1.1 Paragraph 1.1.7.1:

Add the words “- Supplementary Articles” at the beginning of the order of priority of documents in paragraph 1.1.7.1.

Add the words “- Supplementary Definitions” above the words “the Definitions” in the order of priority of documents in paragraph 1.1.7.1.

SC1.1 Paragraph 1.1.11:

Add new paragraph 1.1.11 as follows:

1.1.11 – Subject to paragraph 1.1.9, all surveys, reports, drawings, calculations, designs, plan, specifications and other data, information, materials, collected, compiled, drawn or produced, including computer printouts, pursuant to the *Contract* are the property of the *Owner*. The *Contractor* shall transfer the copyright, including an express waiver and release of all moral rights, of all *Drawings*, plans, *Specifications*, models, photos, and other written or graphic materials produced under the *Contract* to the *Owner* which will be free to use them as it sees fit. Any waiver or release obtained under this clause may include a reasonable exclusion of liability regarding the use of materials for other projects. In the event of any dispute or disagreement pertaining to the *Work* between the *Owner* and the *Contractor*, the *Owner* will have the unqualified right and license to use the design as it may have evolved from time to time and any *Drawings*, *Specifications*, documents, materials of any nature and kind which may now or hereafter exist and which the *Contractor* may have any right, title, interest or copyright for the purpose of completing the design and construction of the *Work* for which they were prepared.

SC2 GC 1.4 ASSIGNMENT

SC2.1 Paragraph 1.4.2:

Add new paragraph 1.4.2 as follows:

1.4.2 – The *Contractor* agrees that, notwithstanding paragraph 1.4.1, the *Owner* shall not require the written consent of the *Contractor* in order to effect an assignment or transfer of the *Contract*, or a portion thereof, to SSBC.

SC3 GC 1.5 ADVERTISING & PUBLIC NOTICES

SC3.1 Add new GC 1.5 ADVERTISING & PUBLIC NOTICES as follows:

GC 1.5 ADVERTISING & PUBLIC NOTICES

1.5.1 – The *Contractor* will obtain the *Owner's* prior written approval for any public advertising, written public sales promotions, press release or other general publicity matter, in which the name or trademarks of the *Owner* or SSBC are mentioned or

Supplementary Conditions

used or in which words are used from which any connection with the *Owner* or SSBC or trademarks may be inferred. The *Contractor* will not allow or permit any public ceremony in connection with the *Work* without the prior written permission of the *Owner*. The *Contractor* will not erect or permit the erection of any sign or advertising without the prior written approval of the *Owner*.

SC4 GC 1.6 CONFIDENTIAL INFORMATION

SC4.1 Add new GC 1.6 CONFIDENTIAL INFORMATION as follows:

GC 1.6 CONFIDENTIAL INFORMATION

1.6 – The *Contractor* shall not disclose or provide any technical, business, financial, operational, scientific, or any other information or data obtained by the *Contractor* during the course of the *Work* to third parties who do not require that information or data to complete any portion of the *Work* and who are not authorized by the *Owner* to receive, or have access to, such confidential information.

SC5 GC 1.7 MAINTENANCE OF RECORDS AND AUDIT RIGHTS

SC5.1 Add new GC 1.7 MAINTENANCE OF RECORDS AND AUDIT RIGHTS as follows:

GC 1.8 MAINTENANCE OF RECORD AND AUDIT RIGHTS

1.7 – The *Contractor* shall maintain complete and accurate books, records, accounts and invoices in relation to the *Contract* and shall grant the *Owner* and its assigns audit rights in respect of all said books, records, accounts and invoices relating to the performance of the *Work*.

SC6 GC 2.3 REVIEW AND INSPECTION OF THE WORK

SC6.1 Paragraphs 2.3.8, 2.3.9 and 2.3.10:

Add new paragraphs 2.3.8, 2.3.9 and 2.3.10 as follows:

2.3.8 – The *Contractor* shall immediately inform the *Owner* and the *Consultant* of any notices, warnings or asserted violations issued by any regulatory or government agencies relating to the *Work*.

2.3.9 – No review or inspection of the *Work* by the *Owner* or the *Consultant* shall relieve the *Contractor* from its responsibility to perform the *Work* in accordance with the *Contract Documents*.

2.3.10 – Where standards of performance are specified in the *Contract Documents* and the *Work* does not comply with the performance specified, such deficiency shall be corrected as directed by the *Consultant*. Any subsequent testing, including retesting by the *Owner*, to verify performance shall be done at the *Contractor's* expense.

SC7 GC 2.4 DEFECTIVE WORK

SC7.1 Paragraph 2.4.3:

Supplementary Conditions

Delete the words “the difference in value between the work as performed and that called for by” and substitute the words “the value of such work as is necessary to correct any non-compliance with” in the second and third lines of paragraph 2.4.3.

SC7.2 Paragraphs 2.4.4 and 2.4.5:

Add new paragraphs 2.4.4 and 2.4.5 as follows:

2.4.4 – The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*.

2.4.5 – The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day-to-day operations of the *Owner* or SSBC.

SC8 GC 3.1 CONTROL OF THE WORK

SC8.1 Add new paragraph 3.1.3 as follows:

3.1.3 – Notwithstanding paragraphs 3.1.1 and 3.1.2, the *Contractor* agrees that it shall fully comply with all policies and procedures of the *Owner* and Brookfield Johnson Controls WSI's client which are relevant to any activity of the *Contractor* to be performed under the *Contract*. The *Contractor* further agrees that it will use reasonable efforts to inquire from the *Owner* if such policies or procedures exist which are relevant to any activity of the *Contractor* to be performed under the *Contract*. The *Owner* agrees that it will use reasonable efforts to communicate to the *Contractor* all policies or procedures it may have which are relevant to any such activity.

SC9 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC9.1 Paragraph 3.2.1:

Add the words “and to have work performed by SSBC’s own forces and by other contractors retained by SSBC.” to the end of paragraph 3.2.1.

SC9.2 Paragraph 3.2.2.1:

Delete paragraph 3.2.2.1 in its entirety.

SC9.3 Paragraph 3.2.2.2:

Delete paragraph 3.2.2.2 in its entirety.

SC9.4 Paragraph 3.2.3:

Add the words “or SSBC” after the word “*Owner’s*” in the first line of paragraph 3.2.3.

SC9.5 Paragraph 3.2.3.1:

Add the words “, SSBC,” after the word “*Owner*” in paragraph 3.2.3.1.

SC9.6 Paragraph 3.2.3.2:

Supplementary Conditions

Add the words “,SSBC” after the word “contractors” in paragraph 3.2.3.2.

SC9.7 Paragraph 3.2.3.3:

Add the words “, or SSBC,” after the word “*Owner’s*” in the first line of paragraph 3.2.3.3.

SC9.8 Paragraph 3.2.3.4:

Add new paragraph 3.2.3.4 as follows:

3.2.3.4 – Subject to GC 9.4 - CONSTRUCTION SAFETY, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work* for the *Owner’s* own forces, for SSBC’s forces, and for other contractors, including all of the responsibilities of the contractor, constructor, prime contractor or principal contractor as may apply in accordance with the applicable health and safety legislation at the *Place of Work*.

SC9.9 Paragraph 3.2.3.5:

Add new paragraph 3.2.3.5 as follows:

3.2.3.5 – Take all reasonable, practical and prudent steps to provide for the coordination of the activities and work of other contractors and *Owner’s* and SSBC’s own forces with the *Work of the Contract*.

SC10 GC 3.4 DOCUMENT REVIEW

SC10.1 Paragraph 3.4.1:

Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1 as follows:

3.4.1 – The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall comply with the standard of care described in paragraph 3.15.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. The *Contractor* shall not be liable for damages or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents* which the *Contractor* could not reasonably have discovered. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

SC10.2 Paragraph 3.4.2:

Add new paragraph 3.4.2 as follows:

3.4.2 – If the *Contractor* finds discrepancies in or omissions from the *Contract Documents* or has any doubt as to the meaning or intent of any part thereof, the *Contractor* shall immediately notify the *Consultant*, who will provide written instructions or explanations. Neither the *Owner* nor the *Consultant* will be responsible for oral instructions.

Supplementary Conditions

SC11 GC 3.5 CONSTRUCTION SCHEDULE

SC11.1 Paragraph 3.5.1.1:

Delete the words “prior to the first application for payment” and substitute the words “within five working days of the date of signature of the Agreement between the *Owner* and the *Contractor*” in the first line of paragraph 3.5.1.1.

SC12 GC 3.6 SUPERVISION

SC12.1 Paragraph 3.6.3:

Add new paragraph 3.6.3 as follows:

3.6.3 – The *Contractor* shall provide the *Owner* and the *Consultant* with the name, address, and telephone number of the representative referred to in paragraph 3.6.1 and other responsible persons who may be contacted for emergency and other reasons during non-working hours throughout the course of the work.

SC13 GC 3.7 SUBCONTRACTORS AND SUPPLIERS

SC13.1 Paragraph 3.7.7 and 3.7.8:

Add new paragraph 3.7.7 and 3.7.8 as follows:

3.7.7 –Subcontracting shall be conducted in a manner consistent with the principles of open, fair and transparent procurement.

3.7.8 – In the event that the *Contractor* reasonably wishes to change any of the *Subcontractors* or *Suppliers*, the *Contractor* shall advise the *Consultant* in writing, giving the *Contractor's* reasons for the change. No change of *Subcontractors* or *Suppliers* may be made without the prior written approval of the *Owner*.

SC14 GC 3.8 LABOUR AND PRODUCTS

SC14.1 Paragraph 3.8.3:

Add the words “and qualified” after the word “skilled” in the first line of paragraph 3.8.3.

SC15 GC 3.10 SHOP DRAWINGS

SC15.1 Paragraph 3.10.12:

Delete the words “in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*” and substitute the words “to the *Contractor* within 10 working days of their receipt by the *Consultant*” in the first and second lines of paragraph 3.10.12.

SC16 GC 11 USE OF THE WORK

SC16.1 Paragraphs 3.11.3 and 3.11.4

Supplementary Conditions

Add new paragraphs 3.11.3 and 3.11.4 as follows:

3.11.3 – Subject to paragraph 9.4.6 of GC 9.4 CONSTRUCTION SAFETY, The *Owner* and LCS-SSBC shall have the right to enter and occupy the *Place of the Work* in whole or in part for the purpose of placing materials and equipment, or for any other use at any time before completion of the *Contract* if, in the reasonable opinion of the *Consultant*, such entry and occupation does not prevent or interfere with the *Contractor* in achieving *Substantial Performance of the Work* within the *Contract Time* stipulated in the *Contract*.

3.11.4 – No entry or occupation by the *Owner* or SSBC as referenced in paragraph 3.11.3 shall constitute or be considered as acceptance of the *Work* in whole or in part, or in any way relieve the *Contractor* of its responsibility to complete the *Contract*.

SC17 GC3.13 CLEAN UP

SC17.1 Add new paragraph 3.13.4 and 3.13.5 as follows:

3.14.4 On all projects exceeding \$60,000 in value, and situated in southern Vancouver Island (Victoria and surrounding area) and the Lower Mainland, the *Contractor* shall incorporate a Construction Waste Management Plan which results in at least 80% of the construction waste being reused or recycled. The results are to be documented and provided to the *Owner*.

3.14.5 On all projects exceeding \$60,000 in value, and situated outside of southern Vancouver Island (Victoria and surrounding area) and the Lower Mainland, the *Contractor* shall incorporate a Construction Waste Management Plan and construction waste is to be reused and recycled where possible and reasonable. The results are to be documented and provided to the *Owner*.

SC18 GC 3.14 INTERFERENCE

SC18.1 Add new GC 3.14 INTERFERENCE as follows:

GC 3.14 INTERFERENCE

3.14.1 – If the *Work*, in whole or in part, involves the renovation of, or addition to, existing and occupied premises:

.1 the *Contractor* shall maintain normal business operations and traffic flow, with a minimum of inconvenience to the tenants and occupants of the *Place of the Work*,

.2 subject to the provisions of the *Contract Documents*, the *Contractor* shall ensure that no essential services such as electric power, water supply or other public utilities are interrupted,

.3 in every case where an interruption to existing services or utilities is to occur during execution of the *Work*, the *Contractor* shall give the *Owner* five calendar days prior written notice. The *Contractor* shall reschedule any such interruption if requested to do so in writing by the *Owner*,

Supplementary Conditions

.4 subject to work restrictions set out elsewhere in the *Contract Documents*, any work that generates excessive noise shall be carried out by the *Contractor* between the hours of 5:00 p.m. and 8:00 a.m. or on weekends and holidays.

SC19 GC 3.15 PERFORMANCE BY CONTRACTOR

SC19.1 Add new GC 3.15 PERFORMANCE BY CONTRACTOR as follows:

GC 3.15 PERFORMANCE BY CONTRACTOR

3.15.1 – In performing its services and obligations under the *Contract*, the *Contractor* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the *Contractor's* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the same standard of due care and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.

3.15.2 – The *Contractor* further represents, covenants and warrants to the *Owner* that:

- .1 the personnel it assigns are appropriately experienced;
- .2 it has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation; and
- .3 there are no pending, threatened, or anticipated claims that would have a material affect on the financial ability of the *Contractor* to perform its work under the *Contract*.

SC20 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SC20.1 Paragraphs 5.1.1 and 5.1.2:

Delete paragraphs 5.1.1 and 5.1.2 in their entirety.

SC21 GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

SC21.1 Paragraph 5.2.8:

Add new paragraph 5.2.8 as follows:

5.2.8 – The *Contractor* shall submit, with each application for progress payment after the first, a Statutory Declaration, on an original form of CCDC Document 9A-2001, stating that payments in connection with the *Work*, as noted in the Statutory Declaration, have been made to the end of the period immediately preceding that covered by the current application.

SC21.2 Paragraph 5.2.10:

Add new paragraph 5.2.10 as follows:

Supplementary Conditions

5.2.10 – The *Contractor* shall prepare and maintain current as-built drawings which shall consist of the *Drawings* and *Specifications* revised by the *Contractor* during the *Work*, showing changes to the *Drawings* and *Specifications*, which current as-built drawings shall be maintained by the *Contractor* and made available to the *Consultant* for review with each application for progress payment. The *Consultant* reserves the right to retain a reasonable amount for the value of the as-built drawings not presented for review.

SC22 GC 5.3 PROGRESS PAYMENT

SC22.1 Paragraph 5.3.1.3:

Delete paragraph 5.3.1.3 in its entirety and substitute new paragraph 5.3.1.3 as follows:

5.3.1.3 – the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT no later than 60 days after the date of issuance by the *Consultant* of a certificate for payment.

SC22.2 Paragraph 5.3.2:

Add new paragraph 5.3.2 as follows:

5.3.2 – Certificates for payment may provide for retention of amounts as determined by the consultant and the Owner to ensure correction of deficient work done or unacceptable product provided.

SC23.1 Paragraph 5.5.3:

Delete the word “shall” and substitute the words “may, in its sole discretion,” in the second line of paragraph 5.5.3.

SC24 GC 5.7 FINAL PAYMENT

SC24.1 Paragraph 5.7.2:

Add the words “The *Consultant* will not consider the application to be valid until materials installed are tested and conform to the requirements specified in the *Contract Documents*” after the word “valid,” at the end of paragraph 5.7.2.

SC24.2 Paragraph 5.7.4:

Delete the number “5” and substitute the number “60” in the second line of paragraph 5.7.4.

SC24.3 Paragraphs 5.7.5 and 5.7.6:

Add new paragraphs 5.7.5 and 5.7.6 as follows:

5.7.5 – The *Contractor* shall submit to the *Consultant*, with the application for final payment, the following documentation:

Supplementary Conditions

.1 all closeout documentation required by the *Contract Documents*, including but not limited to, warranties, manuals in both hard and electronic soft copies, guarantees and electronic as-built record drawings, and

.2 a Statutory Declaration, on an original form of CCDC Document 9A – 2001, stating that payments in connection with the *Work*, as noted in the statutory declaration, have been made to the end of the period immediately preceding that covered by the application for final payment.

5.7.6 – In no event shall the *Contractor* submit an application for final payment later than 30 days from completion of the *Work*.

SC25 GC 5.10 CLAIMS FOR LIEN

SC25.1 Add new GC 5.10 CLAIMS FOR LIEN as follows:

GC 5.10 CLAIMS FOR LIEN

5.10.1 – The *Contractor* shall cause any and all construction liens and certificates of action relating to the *Work* registered or preserved by any *Subcontractor*, sub subcontractor, *Supplier*, *Contractor's* employees, or any other party to whom the *Contractor* is or may be responsible at law, to be discharged or vacated by the *Contractor* with seven *Working Days* of the date of registration or preservation, all at the *Contractor's* sole expense. The *Contractor* shall not be entitled to receive any payment from the *Owner* until all such claims for lien and certificates of action have been vacated or discharged.

5.10.2 - The *Contractor* shall cause any and all written notices of lien relating to the *Work* given to any person, including, but not limited to, the *Owner and LCS-SSBC*, by any *Subcontractor*, sub subcontractor, *Supplier*, *Contractor's* employees, or any party to whom the *Contractor* is or may be responsible at law, to be withdrawn, and the *Contractor* shall do so within seven *Working Days* of the written notice of lien having been given, all at the *Contractor's* sole expense.

5.10.3 - If the *Contractor* fails to discharge or vacate any such lien or certificate of action, or to have any such written notice of lien withdrawn, then the *Owner* may, at its sole option, do so and set off and deduct from any amount owing to the *Contractor*, all costs and expenses of so doing, and of defending any related action, including without limitation, the costs of borrowing the appropriate cash, letter of credit or bond as security, and legal fees and disbursements on a full indemnity basis. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and expenses of so doing.

SC26 GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

SC26.1 Paragraph 6.1.3:

Add new paragraph 6.1.3 as follows:

6.1.3 – For the purpose of valuing cash allowances pursuant to paragraph 4.1.4, contingency allowances pursuant to paragraph 4.2.2, changes which result in an increase in the *Contract Price*, and any other items under the *Contract Documents* which provide for payment to the *Contractor* of overhead and profit, allowances for overhead and profit shall be included as follows:

Supplementary Conditions

- .1 *Contractor's* mark-up on work and services completed by its own forces shall be TEN PERCENT (10%) overhead and FIVE PERCENT (5%) profit, and on work and services completed by its *Subcontractors* shall be FIVE PERCENT (5%) overhead and FIVE PERCENT (5%) profit.
- .2 *Subcontractors* mark-up on work and services completed by their own forces shall be TEN PERCENT (10%) overhead and FIVE (5%) profit and on work and services completed by their subcontractors shall be FIVE PERCENT (5%) overhead and FIVE (5%) profit.

SC27 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC27.1 Paragraph 6.4.5:

Add new paragraph 6.4.5 as follows:

6.4.5 – The *Contractor* confirms that, prior to bidding, it carefully investigated the *Place of the Work* and applied to that investigation the degree of care and skill described in paragraph 3.15.1, given the amount of time provided between the issuance of the bid documents and the actual closing of bids, and the degree of access provided to the *Contractor* prior to submission of bids. The *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation undertaken prior to the submission of its bid.

SC28 GC 6.5 DELAYS

SC28.1 Paragraph 6.5.1:

Add the words “but excluding any consequential, incidental, indirect or special damages” after the word “delay” at the end of paragraph 6.5.1.

SC28.2 Paragraph 6.5.6:

Add new paragraph 6.5.6 as follows:

6.5.6 – If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor*, any *Subcontractor*, or anyone employed or engaged by them, directly or indirectly, or by any cause within the *Contractor's* control, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as a result of such delay, including all services required by the *Owner* from the *Consultant* as a result of such delay and, in particular, the costs of the *Consultant's* services during, or otherwise related to, the period of such delay.

SC29 GC6.7 VALUATION OF CHANGES AND DETERMINATION OF COSTS

SC29.1 Add new GC 6.7 VALUATION OF CHANGES AND DETERMINATION OF COSTS as follows:

GC 6.7 VALUATION OF CHANGES AND DETERMINATION OF COSTS

Supplementary Conditions

6.7.1 Whenever it is necessary to determine the amount of a change in the contract price due to a change in the work the Contractor shall submit to *Owner* a firm price quotation.

6.7.2 Should the *Owner* find the quotation submitted by the *Contractor* unacceptable, the value of the change shall be determined by time and materials valuation, which shall be the aggregate of the items in 6.7.3 below. Otherwise the *Contractor's* quotation shall govern, and the contract price will be modified accordingly.

6.7.3 A time and materials valuation shall be the substantiated aggregate of the following, and shall strictly apply only to changes in the work:

- .1 the substantiated base cost to the Contractor of direct labour:
- .2 a stipulated percentage mark-up on .1 above for the Contractor's average payroll burden for items (1) to (5) below. The *Owner* may request justification of the mark-up submitted.
 1. Workers' Compensation contributions;
 2. Welfare and pension funds;
 3. Canada Pension and Employment Insurance Contributions;
 4. Vacation and holiday fund; and
 5. Applicable apprenticeship, advancement and promotion funds and other applicable costs
- .3 the substantiated cost to the Contractor of all materials, including the rental of construction equipment with a new cost of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) or more, for the period only when the equipment is actually operating, less all rebates, refunds, discounts, and drawbacks;
- .4 *Contractor's* mark-up on work and services completed by its own forces on .1, .2, .3 of this 6.7.3 shall be TEN PERCENT (10%) overhead and FIVE PERCENT (5%) profit, and on work and services completed by its *Subcontractors* on .1, .2, .3 of this 6.7.3 shall be FIVE PERCENT (5%) overhead and FIVE PERCENT (5%) profit to cover;
 1. all other indirect costs;
 2. field supervision, and field office administration;
 3. small tools and expendables; and
 4. general overheads and profits.
- .5 The substantiated amount of approved subcontracts on the change charged to the Contractor;
- .6 *Subcontractors* mark-up on work and services completed by their own forces shall be TEN PERCENT (10%) overhead and FIVE (5%) profit and on work and services completed by their subcontractors shall be FIVE PERCENT (5%) overhead and FIVE (5%) profit; and
- .7 The substantiated amount of all applicable taxes.

Supplementary Conditions

6.7.4 In the event any subcontractor of the *Contractor* subcontracts a portion of authorized extra work to another subcontractor, the cost to the *Owner* of that work shall not, in any event, exceed the cost charged by the subcontractor actually performing the work (including his mark-ups for overhead and profit) plus no more than one mark-up pursuant to 6.7.3 to the *Contractor*, regardless of the number of subcontractors who may have subcontracted the work.

SC30 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

SC30.1 Paragraph 7.1:

Add the word “, **SUSPEND**” after the word “**WORK**” in the second line of the heading for GC 7.1.

SC30.2 Paragraphs 7.1.7 – 7.1.12:

Add new paragraphs 7.1.7, 7.1.8, 7.1.9, 7.1.10, 7.1.11 and 7.1.12 as follows:

7.1.7 – The *Owner* may, if conditions arise which make it necessary for reasons other than as provided in paragraphs 7.1.1 and 7.1.4, suspend performance of the *Work*, or terminate the *Contract*, in whole or in part, by giving *Notice in Writing* to that effect to the *Contractor*. Such suspension or termination shall be effective in the manner specified in said notice and shall be without prejudice to any claims which either party may have against the other. The *Owner's* entitlement to so terminate or suspend shall be absolute and unconditional and exercisable by the *Owner* in its sole discretion.

7.1.8 – The *Contractor* upon receiving notice of suspension or termination from the *Owner* shall suspend all operations as soon as reasonably possible except for work which, in the *Contractor's* opinion, is necessary for the safety of personnel and for the care and preservation of the *Work*, the materials and plant. Subject to any directions in the notice of suspension or termination, the *Contractor* shall discontinue ordering materials, facilities, and supplies and make every reasonable effort to delay delivery of existing orders and, in the event of termination, to cancel existing orders on the best terms available.

7.1.9 – During any period of suspension, the *Contractor* shall not remove from the site any part of the *Work*, or any *Product* or materials without the consent of the *Owner*.

7.1.10 – If the *Work* should be suspended for a period of 30 consecutive calendar days or less, the *Contractor*, upon the expiration of the period of suspension, shall resume the performance of the *Work* in accordance with the *Contract Documents*. If the suspension was not due to an act or omission of the *Contractor*, the *Contract Price* and *Contract Time* shall be adjusted as provided in paragraph 6.5.1 of GC 6.5 DELAYS.

7.1.11 – If after 30 consecutive calendar days from the date of notice of suspension of the *Work*, the *Owner* and the *Contractor* agree to continue with and complete the *Work*, the *Contractor* shall resume operations and complete the *Work* in accordance with any terms and conditions agreed upon by the *Owner* and the *Contractor*. Failing such an agreement, the provisions of paragraph 7.2.2 shall become applicable.

Supplementary Conditions

7.1.12 – If the *Owner* terminates the *Contract* pursuant to paragraph 7.1.7, the *Contractor* shall only be entitled to receive payment for all work performed up to the date of termination as certified by the *Consultant* and the direct costs associated with the termination incurred by the *Contractor*, including the costs of the demobilization, losses sustained on *Products* and *Construction Equipment* and *Subcontractor* and sub subcontractor cancellation costs (which costs shall not include loss of profit claims) reasonably incurred by the *Contractor*. The *Contractor* shall not be entitled to any additional reimbursement on account of the termination including, without limitation, indirect, incidental, special, consequential or other damages, including loss of profits, notwithstanding any other provision of the *Contract Documents*.

SC31 GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

SC31.2 Paragraph 7.2.2:

Delete the words “20 Working Days” and substitute the words “30 consecutive calendar days” in the first line of paragraph 7.2.2.

SC31.3 Paragraph 7.2.3.3:

Add the words “, except where the *Owner* has a claim for set-off,” after the word *Consultant*” in paragraph 7.2.3.3.

SC31.4 Paragraph 7.2.3.4:

Delete the words “, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,” from the first and second lines of paragraph 7.2.3.4.

SC31.5 Paragraph 7.2.5:

Delete paragraph 7.2.5 in its entirety and substitute the following:

7.2.5 – If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed to the date of termination. The *Contractor* shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization, and losses sustained on *Products* and *Construction Equipment*. The *Contractor* shall not be entitled to any additional reimbursement on account of any such termination including, without limitation, indirect, incidental, special, consequential or other damages, including loss of profits, notwithstanding any other provision of the *Contract Documents*.

SC32 Paragraph 7.2.6:

SC32.1 Add new paragraph 7.2.6 as follows:

7.2.6 – The *Owner's* withholding of a progress payment, holdback payment or final payment due to the *Contractor's* failure to pay a *Subcontractor* or *Supplier*, to protect the *Owner's* interest in the event of the registration of a lien or receipt of notice of lien, or otherwise pursuant to the terms of the *Contract*, shall not constitute a default under paragraph 7.2.3 which would permit the *Contractor* to stop the *Work* or terminate the *Contract*. In such circumstances, the *Contractor* shall continue with the *Work*.

Supplementary Conditions

SC32.2 Paragraph 7.2.7:

SC32.3 Add new paragraph 7.2.7 as follows:

If the *Contractor* stops the *Work* or terminates the *Contract* in accordance with this GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* shall leave the *Place of the Work* and the *Work* in a secure condition.

SC33 GC 8.1 AUTHORITY OF THE CONSULTANT

SC33.1 Paragraph 8.1.3:

Delete the words "in error or" in the fourth line of paragraph 8.1.3 and delete the words "correctly understood and interpreted would have" in the sixth and seventh lines of paragraph 8.1.3.

SC34 GC 9.1 PROTECTION OF WORK AND PROPERTY

SC34.1 Paragraph 9.1.1:

Add the words ", SSBC property," after the words "protect the *Work*" in the first line of paragraph 9.1.1.

SC34.2 Paragraph 9.1.1.1:

Add the words "which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.15.1" after the word "*Documents*" at the end of paragraph 9.1.1.1.

SC34.3 Paragraph 9.1.3:

Add the words "SSBC' property," after the word "*Work*," in the first line of paragraph 9.1.3.

SC34.4 Paragraph 9.1.4:

Add the words, "SSBC property," after the word "*Work*" in the first line of paragraph 9.1.4 and add the words "and SSBC property" after the word "property" in the second line of paragraph 9.1.4.

SC35 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC35.1 Paragraph 9.2.1:

Delete the words "the *Owner*" and substitute the words "SSBC" in the first line of paragraph 9.2.1.

SC35.2 Paragraph 9.2.2.1:

Insert the words "have SSBC" after the words "steps to" and the words "and to provide a list of any such toxic or hazardous substances to the *Owner*" after the word "*Work*" in the first line of paragraph 9.2.2.1.

Supplementary Conditions

SC35.3 Paragraph 9.2.2.2:

Add the words “, if such a list is provided to the *Owner* by SSBC” after the word “locations” at the end of paragraph 9.2.2.2.

SC35.4 Paragraph 9.2.3:

Delete the words “take all reasonable steps to” and substitute the words “request that LCS-SSBC” after the word “shall” in the first line of paragraph 9.2.3.

SC35.5 Paragraph 9.2.4:

Delete the words “the *Owner*” and substitute the words “SSBC” after the word “otherwise,” in the first line of paragraph 9.2.4.

SC35.6 Paragraph 9.2.5.2:

Add the words “SSBC through” after the words “disclosed by” in the third line of paragraph 9.2.5.2.

SC35.7 Paragraph 9.2.7

Delete the words “at the *Owner*’s own expense” from the end of paragraph 9.2.7.

SC35.8 Paragraph 9.2.7.1:

Add the words “request that SSBC” to the beginning of paragraph 9.2.7.1.

SC35.9 Paragraph 9.2.7.4:

Delete paragraph 9.2.7.4 in its entirety.

SC35.10 Paragraph 9.2.8.2:

Add the words “SSBC property,” after the words “damage to the *Work*,” in the first line of paragraph 9.2.8.2.

SC36 GC 9.4 CONSTRUCTION SAFETY

SC36.1 Paragraph 9.4.1:

Delete the words “Subject to paragraph 3.2.2.2 of GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the” and substitute the word “The” at the beginning of paragraph 9.4.1

SC36.2 Paragraphs 9.4.2, 9.4.3, 9.4.4, 9.4.5, and 9.4.6:

Add new paragraphs 9.4.2, 9.4.3, 9.4.4, 9.4.5, and 9.4.6 as follows:

9.4.2 – The *Contractor* shall assume the role of contractor, constructor, prime contractor, or principal contractor as may apply in accordance with applicable Occupational Health and Safety Legislation at the *Place of the Work* and provide to the *Owner* copies of the related Health and Safety notices and documents.

Supplementary Conditions

9.4.3 – The *Contractor* shall comply with all requirements of the Workplace Hazardous Materials System (WHMIS) regarding the use, handling and storage of controlled products.

9.4.4 – Prior to commencing the *Work* the *Contractor* shall:

- .1 ensure that all prescribed posting requirements are posted on site for all workers to view;
- .2 provide a copy of the *Contractor's* Health & Safety Policy to the *Owner*;
- .3 prepare and submit to the *Owner* a Site Specific Safety Plan (Job Safety Analysis);
- .4 provide signed acknowledgment and acceptance to the *Owner* of the *Owner's* Contractor Health, Safety and Environmental Policy Handbook;
- .5 review and comply with facility specific hazard, safety and orientation requirements as applicable; and
- .6 prepare and submit site specific hazardous assessment plans as applicable pertaining to but not limited to: live power work, lock out/tag out/shut down/switch covers, confined space entry, cranes and crane lifts, and other hazardous assessment plans as required.

9.4.5 – the *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, consultants, successors and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* or any of its *Subcontractors* or sub subcontractors under the construction health and safety legislation applicable to the *Place of the Work*, including but not limited to payment of legal fees and disbursements on a full indemnity basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect, special or other damages.

9.4.6 – the *Owner* undertakes to include in its contracts with other contractors and in its instructions to its own forces and to request that SSBC include in its contracts with other contractors and in its instructions to its own forces, the requirement that the other contractors or own forces, as the case may be, will comply with the reasonable directions and instructions from the *Contractor* with respect to occupational health and safety and related matters at the *Place of the Work*.

SC37 GC 9.5 MOULD

SC37.1 Paragraph 9.5.2.2:

Add the words “SSBC property,” after the words “damage to the *Work*,” in the first line of paragraph 9.5.2.2.

SC37.2 Paragraph 9.5.3:

Delete the words “, at the *Owner's* own expense” from the end of paragraph 9.5.3.

Supplementary Conditions

SC37.3 Paragraph 9.5.3.1:

Add the words “request that SSBC” to the beginning of paragraph 9.5.3.1.

SC37.4 Paragraph 9.5.3.4:

Delete paragraph 9.5.3.4 and its entirety.

SC38 GC 10.2 LAWS, NOTICES, PERMITS AND FEES

SC38.1 Paragraph 10.2.2:

Delete the words “building permit,” from the first line of paragraph 10.2.2.

SC38.2 Paragraph 10.2.3:

Add the words “the building permit, other” after the words “procurement of” in the first line of paragraph 10.2.3.

Add the words “The *Contractor* shall provide the *Owner* with copies of all such permits, licenses, inspections and certificates” at the end of paragraph 10.2.3.

SC38.3 Paragraph 10.2.4:

Add the words “the environment,” after the words “relate to the *Work*,” in the second line of paragraph 10.2.4. The *Contractor* shall provide the *Owner* with copies of all such required notices and related health and safety documents” at the end of paragraph 10.2.4.

SC38.4 Paragraph 10.2.5:

Delete the word “The” and substitute the words “Subject to paragraph 3.4.1, the” at the beginning of paragraph 10.2.5.

SC39 GC 10.4 WORKER’S COMPENSATION

SC39.1 Paragraph 10.4.1:

Add the words “with each application for progress payment,” after the word “*Work*,” in the first line of paragraph 10.4.1.

SC40 GC11.1 INSURANCE

SC40.1 Add new paragraph 11.1.1.8 as follows:

11.1.1.8 The aforesaid insurance policy shall include as additional insured “Brookfield Johnson Controls Workplace Solutions Inc. and the Province, Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Citizens’ Services” (and their respective directors, officers, employees, agents and Consultants) shall be covered as additional insureds with respect to any and all liability arising out of the *Work* or the *Contract*. It must be clearly stated on the policy, Brookfield Johnson Controls Workplace Solutions Inc. to be given 30 days written notice of cancellation or any changes within the policy.

Supplementary Conditions

SC40 GC 11.2 CONTRACT SECURITY

SC41.1 Paragraph 11.2.3:

Add new paragraph 11.2.3 as follows:

11.2.3 – In the event the *Contract Price* is equal to or greater than \$100,000.00 or as otherwise specified, the *Contractor* shall provide the following contract security in accordance with paragraphs 11.2.1 and 11.2.2.

.1 A performance bond and labour and materials payment bond, each in the amount of 50% of the *Contract Price*, or

.

SC42 GC 12.1 INDEMNIFICATION

SC42.1 Paragraph 12.1.2.2

Delete the number "\$2,000,000" and substitute the number "\$5,000,000" in the third line of paragraph 12.1.2.2.

SC42.2 Paragraph 12.1.7:

Add new paragraph 12.1.7 as follows:

12.1.7 – Notwithstanding any other term or condition of this *Contract*, the *Contractor* shall indemnify and hold harmless the *Owner* from and against all claims, demands, actions, suits or proceedings by any of the employees of the *Contractor*, or *Subcontractors* or sub subcontractors arising from the *Contractor's* failure to maintain worker's compensation insurance required by the *Contract Documents*. This indemnity shall survive the completion of the *Work* or the termination for any reason of the *Contract*.

SC42.3 Paragraph 12.1.8:

Add new paragraph 12.1.8 as follows:

12.1.8 - Notwithstanding anything contained in the *Contract Documents* to the contrary, except to the extent such loss is paid by insurance, neither party shall be liable for any consequential, indirect, special or incidental damages of any kind or nature no matter how arising, including in contract, tort (including negligence), warranty, strict liability or any other theory of liability at law or in equity.

SC43 GC 12.3 WARRANTY

SC43.1 Paragraph 12.3.1:

12.3.1 – Add the words "The warranty on replaced or rectified parts and workmanship shall be extended for a period of 1 year from the date of acceptance by the *Owner* of the replacement or rectification of the parts and workmanship" at the end of paragraph 12.3.1.

SC43.2 Paragraph 12.3.2:

Supplementary Conditions

Delete the word “The” and substitute the words “Subject to paragraph 3.4.1, the” at the beginning of paragraph 12.3.2.

SC43.3 Paragraph 12.3.4:

Delete the words “one year” from the second line of paragraph 12.3.4.

END OF SUPPLEMENTARY CONDITIONS

List of Specifications

Division		Section	
Number	Name	Number	Name

General
Specifications for
Crematory
System Repairs

No. of Pages

List of Specifications

List of *Drawings*

Drawing Number	Drawing Title	Date	Revision No.	Revision Date	Revision Note
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This Addendum shall be read in conjunction with and considered as an integral part of the Contract Documents. Any revisions supersede the information contained in the original drawings, specifications or previously issued Addendum. No consideration will be allowed for any extras due to any bidder not being familiar with the contents of this Addendum.

1 ATTACHMENTS

1.1 Appendix A

- .1 Site Meeting Minutes [March 24, 2014]

1.2 Appendix B

- .1 As-built Drawing of the Original Equipment dated November 16, 1994
- .2 DMM-2632 Model – End View (Main Refuse Chamber)
- .3 DMM-2632 Model – Side View (Main Refuse Chamber)

1.3 Appendix C – Pictures

2 SPECIFICATIONS

2.1 Specifications

- .1 **Section 11 – Equipment, Crematory System Repairs Concrete Reinforcing**
 - .1 **Add Section 1.1.6;** ‘Perform complete relining of the Crematory Main Refuse Chamber including the Wall, the Compartment Door and Top Sliding Gate including the replacement of any required anchors, insulating board, etc. ’
 - .2 **Add Section 1.1.7;** ‘Perform complete relining of the Crematory Afterburner Chamber, the Wall and the Compartment Door including the replacement of any required anchors, insulating board, etc. **Note that the new arch height to be built at height which is currently existing (Approximate 33 inches from floor to high point of arch.) NOT AS SHOWN ON THE AS-BUILT DRAWING PROVIDED IN APPENDIX B OF ADDENDUM 01.**’
 - .3 **Add Section 1.1.8;** ‘Refractory must be cured in accordance to the Manufacturer’s requirements. Curing process shall include the new temperature data logger in operation to provide a permanent record of the curing cycle.’
 - .4 **Add Section 1.1.9;** Remove and replace the lower bed of the main refuse chamber.’
 - .5 **Add Section 1.1.10;** ‘Provide an updated As-built drawing of the Main Refuse Chamber and the Afterburner Chamber.’

- .6 **Add Section 1.1.11;** 'No patch work on existing refractory lining shall be considered.'
- .7 **Modify Section 1.5.1;** 'Submit shop drawings and product data to Client Representative within 1 week of award.'
- .8 **Add Section 1.5.2;** 'Technical Data sheet for refractory material. The data should at minimum include chemical analysis of the material, and typical test data.'
- .9 **Add Section 1.7.3;** 'Provide updated as-built drawings for the Main Refuse Chamber and Afterburner Chamber'
- .10 **Modify Section 2.1.1;** 'All materials shall be new. The materials used shall be equivalent or better quality and temperature rating than the original factory installed refractory. The crematory is operated only when there is a sufficient load. A typical operation involves a cold start (burner at high fire). The afterburner chamber must heat to 1000 degrees Celsius before the refuse burner starts. Refractory material should take this operating sequence into account. A life span of five years or more is expected from the chambers.'
- .11 **Add Section 2.1.6;** 'Supply only stainless steel anchors were required.'
- .12 **Add Section 3.1.2;** 'Prior to deconstruction work, **verify** the dimensions as shown on As-built drawing. Contractor to notify Client representative of any deviation before commencing with the work.'
- .13 **Add Section 3.1.3;** 'General Contractor shall coordinate all the work between sub-contractors. Coordination of Welding Services for any removal, shell preparation, and installation of anchors and lower bed of the main refuse chamber shall be coordinated with Crematory / Refractory trades.'
- .14 **Add Section 3.1.3.1;** 'The Curing process will require the new temperature data logger in the afterburner chamber is operating to provide a permanent record of the curing cycle. General Contractor shall coordinate this with the corresponding trades.'
- .15 **Add Section 3.2.3;** 'Allow for monitoring of area for any gas'

3 DRAWINGS

3.1 Not Used

4 QUESTIONS AND RESPONSES

4.1 Not Used

END OF ADDENDUM

Appendix A

- Site Meeting Minutes – March 24, 2014

Bidders Meeting

Abbotsford Agricultural Centre Incinerator Repairs / 115614032 – 4.2

Date/Time: March 24, 2014 / 10:30 am – 11:30 am
 Place: Abbotsford Agricultural Centre, 1767 Angus Campbell Road, Abbotsford
 Next Meeting: -NA-
 Attendees: Onyeka Dozie, Marty Beallie, Don DeBeyer, Sharat Chandra, s 17
 Absentees: Crematory – s 17
 Distribution: All of the above, File, s 17

ITEM	TOPIC
Introductions	<p><u>Client: Brookfield Johnson Controls WSI</u></p> <ul style="list-style-type: none"> Onyeka Dozie (Project Manager) Marty Beallie (Maintenance Team Leader) Don DeBeyer (Building Maintenance Engineer) <p><u>Consultant: Stantec Consulting Ltd.</u></p> <ul style="list-style-type: none"> Sharat Chandra (Industrial Engineer) <p><u>General Contractors</u></p> <p>s 17</p> <p><u>Electrical – Trade</u></p> <p>s 17</p> <p><u>Crematory / Refractory Specialist – Trade</u> (in Absentia)</p>

ITEM	TOPIC
	<ol style="list-style-type: none"> 1. 2. s 17 3.
Project Overview	<p>The crematory system comprises of a primary combustion chamber (main refuse chamber), a secondary retention cell (afterburner chamber), a cross-over port for primary combustion gases, an access slide gate providing ingress for materials into the machine and an exit stack. The Work includes but is not limited to the following:</p> <ul style="list-style-type: none"> • Complete removal of the refractory hearth of the Main Refuse Chamber and Afterburner Chamber including the walls, compartment door and slide gate on top of the main refuse chamber. • Complete relining of the incinerator Main Refuse Chamber and Afterburner Chamber, including the walls, compartment door and the slide gate on top of the main refuse chamber. • Remove and Replace the lower metal bed of the Main Refuse Chamber. • Decommission the existing obsolete temperature data logger and replace with a new temperature data logger. Data logger shall be <u>ABB, Model SM500F, Field Mountable Videographic Recorder</u>, or approved equivalent. <ul style="list-style-type: none"> ◦ Confirm the compatibility of existing thermocouples with the aforementioned temperature data logging system. Provide quote for remove and replacement of existing thermocouples as a separate line item. • After completion of repairs, Refractory to be cured in accordance to the Manufacturer's requirements. Curing process shall also include the proper operation of the new temperature data logger system to provide a permanent record of the curing cycle. • Repairs to all other combustion areas where damage is revealed and proven. Client shall be informed prior to commencing with the work.
Instruction to Bidders	<p><u>General Notes:</u></p> <ul style="list-style-type: none"> • Client will clean the main refuse chamber prior to work beginning. <p><u>Safety:</u></p> <ul style="list-style-type: none"> • Brookfield Johnson Controls expects a high level of safety on the Site and will not tolerate an unsafe site. • The Contractor shall follow all WCB regulations and the secure area requirements. <p><u>Health Protection Plan & Hygiene:</u></p> <ul style="list-style-type: none"> • The Contractor shall ensure workers and sub-contractors are familiar with the site. • Contractor is responsible to keep site (interior/exterior) clean and do a Final clean-

ITEM	TOPIC
	<p>up.</p> <ul style="list-style-type: none"> The Contractor shall budget for a general induction for each person brought onto the job. The Contractor is required to develop and provide their own site specific indoctrination to all persons working at the job site which clearly indicate the project muster station and any project specific requirements. <p><u>Site Access and Security:</u></p> <ul style="list-style-type: none"> Access to the Site shall be from exterior door on the west and need to be coordinated with Client Representative on Site (Marty Beallie). No access to facilities within the building is permitted. Access to the Work and the laydown areas are limited. The Contractor shall use limited amount of vehicles. The Contractors shall have a work site sign in board clearly posted on site. Anyone entering the site must be sign in and out. <p><u>Facilities:</u></p> <ul style="list-style-type: none"> Portable Washroom will be provided by the Contractor. Mobile phones are the preferred method for voice communications. The Contractor shall advise in his submission what facilities (s)he will be bringing to site. Contractor is responsible to dispose all old materials associated with this project, off-site in legal manner. Contractor will be allowed space for a disposal bin (size to be coordinated with Client). Contractor to supply bin as required <p><u>Hours of Work</u></p> <ul style="list-style-type: none"> Normal Contractor working hours are 8:00 A.M. – 5:00 P.M. Contractors to advise if planning to work outside normal working hours. <p><u>Unloading of Materials</u></p> <ul style="list-style-type: none"> The Contractor shall be responsible for unloading any material using their own equipment.
Scope of Work	<ul style="list-style-type: none"> As per tender documents provided on March 14, 2014 and the corresponding addendum(s) to be issued on March 26, 2014.
Pending Addendums	<p>Site Visit Minutes shall be issued on Addendum #01</p>

ITEM	TOPIC
Site Tour	Held on March 24, 2014
Question and Clarifications	All questions / clarifications after these minutes are to be emailed to Onyeka.Dozie@Brookfieldjci.com and 'cc' to sharat.chandra@stantec.com .
Walk Through Minutes	<ul style="list-style-type: none"> The scope of work includes replacement of the refractory lining. NO Patchwork will be considered. The project shall achieve substantial completion in 3 weeks after the work commences. However, it is preferred to have the work completed in 2 weeks. The facility is a Contaminant Level 3 Building and therefore has Restricted Access. Any movements with in the Work Site shall be coordinated with Client representative on site (Marty Beallie). All correspondences between Client, Consultant and Contractors pertaining to the project and the site shall be in strict confidence. General Contractor to provide Bid Bonding if the Bid Price is greater than \$100,000. The employees hired by the Contractors shall have appropriate security clearance for working on such sites. The Tender Closing is March 31, 2013 2:00 PM PST. Contractor to be aware of tight clearances in the Parkade.

The meeting adjourned at 11:30 AM

The foregoing is considered to be a true and accurate record of all items discussed. If any discrepancies or inconsistencies are noted, please contact the writer immediately.

Stantec Consulting Ltd.



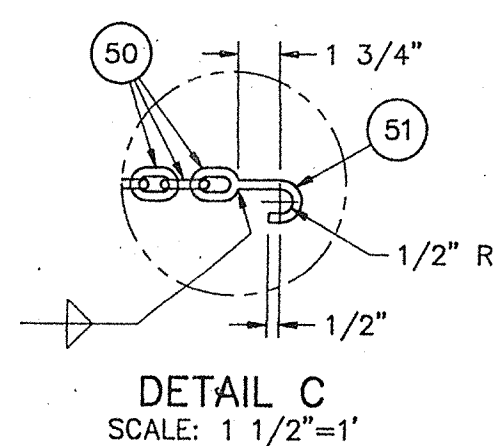
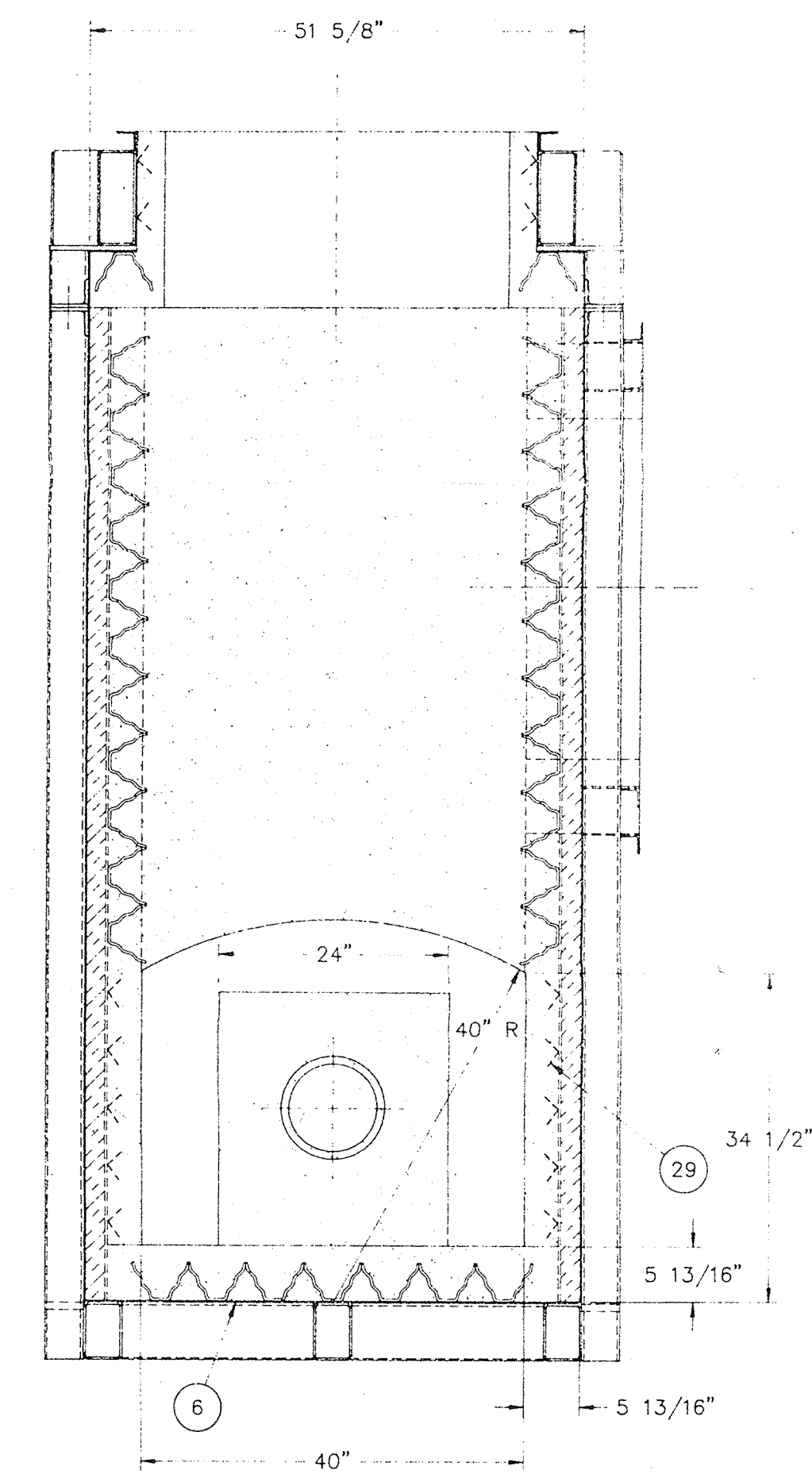
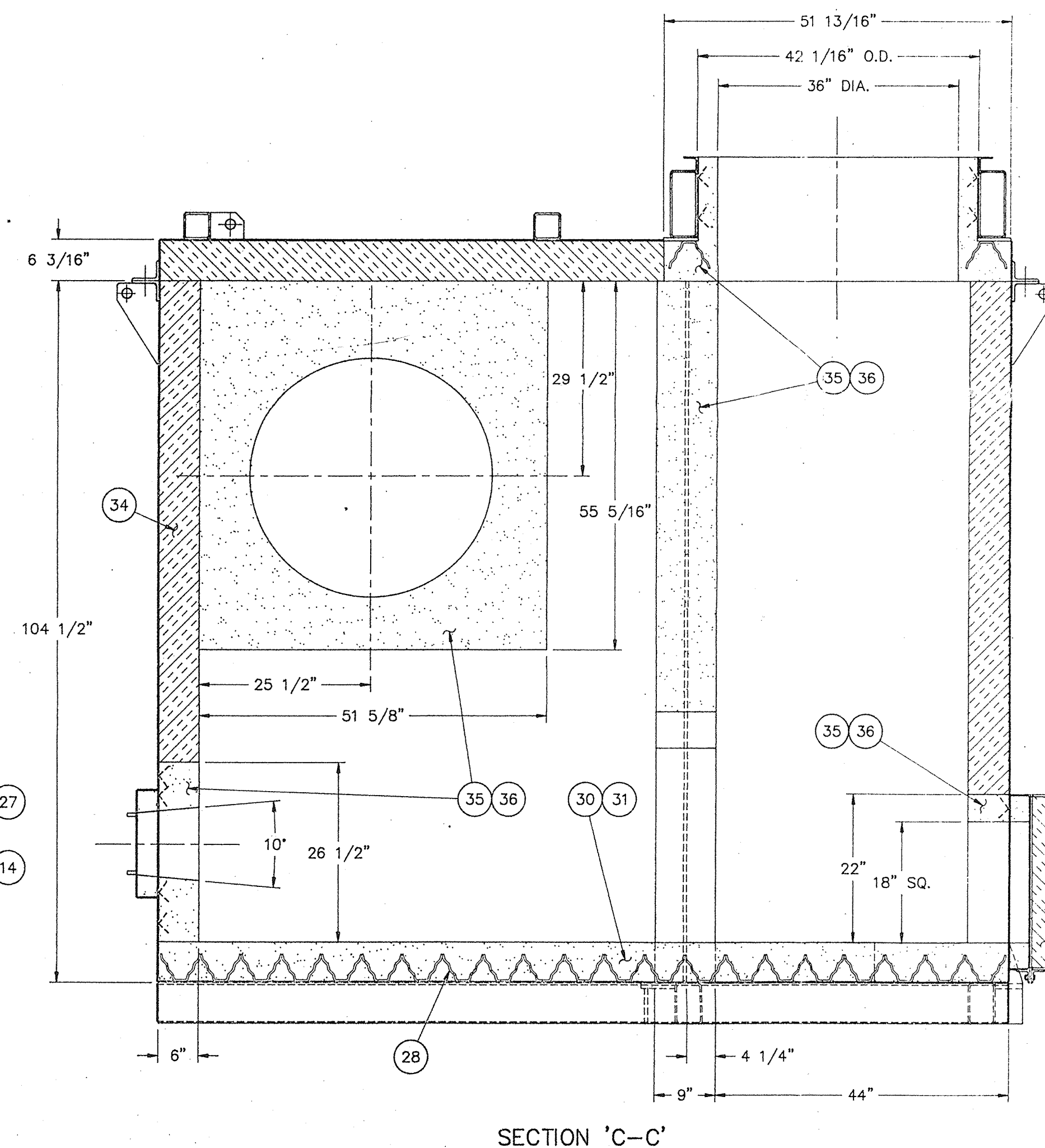
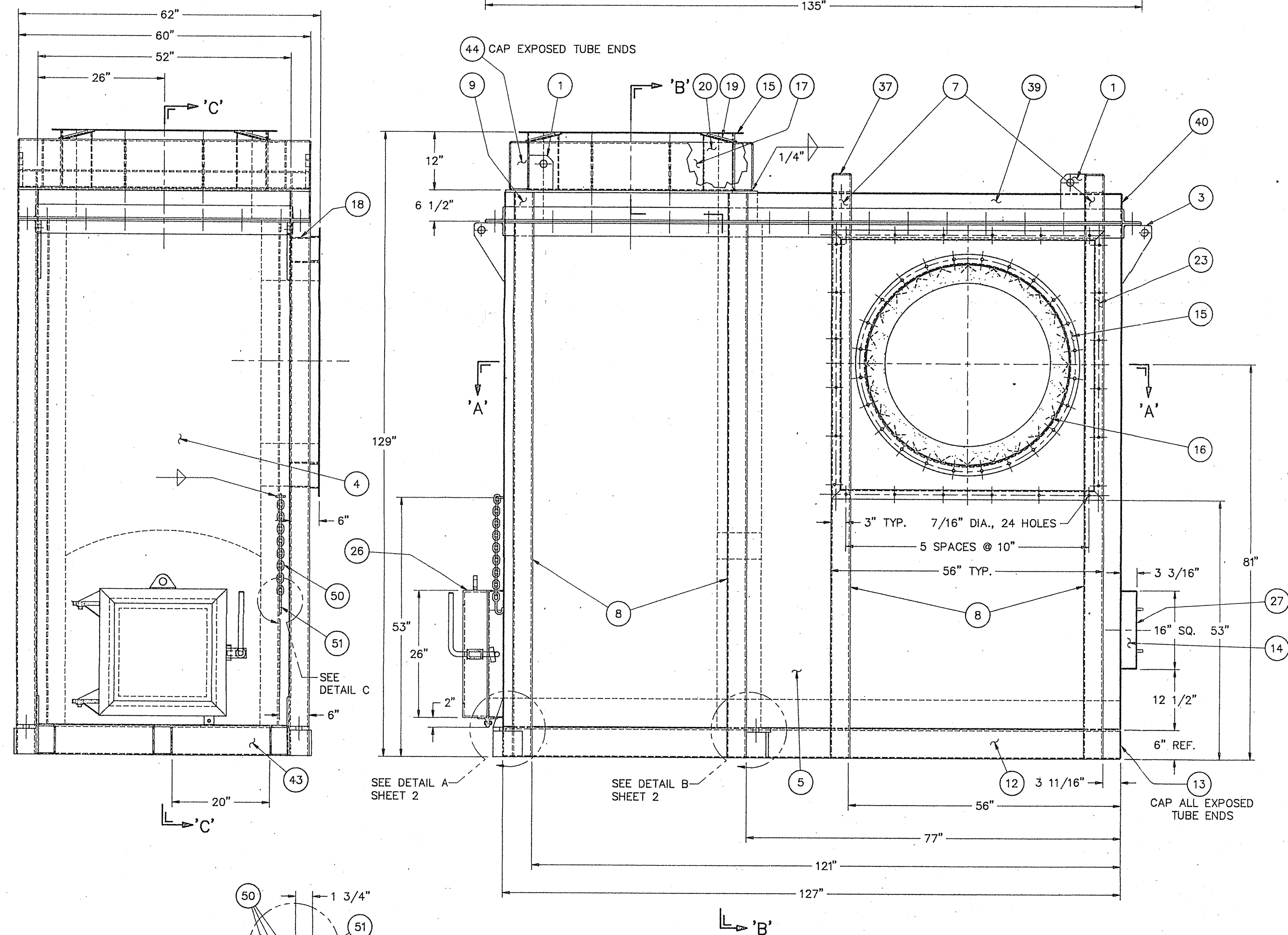
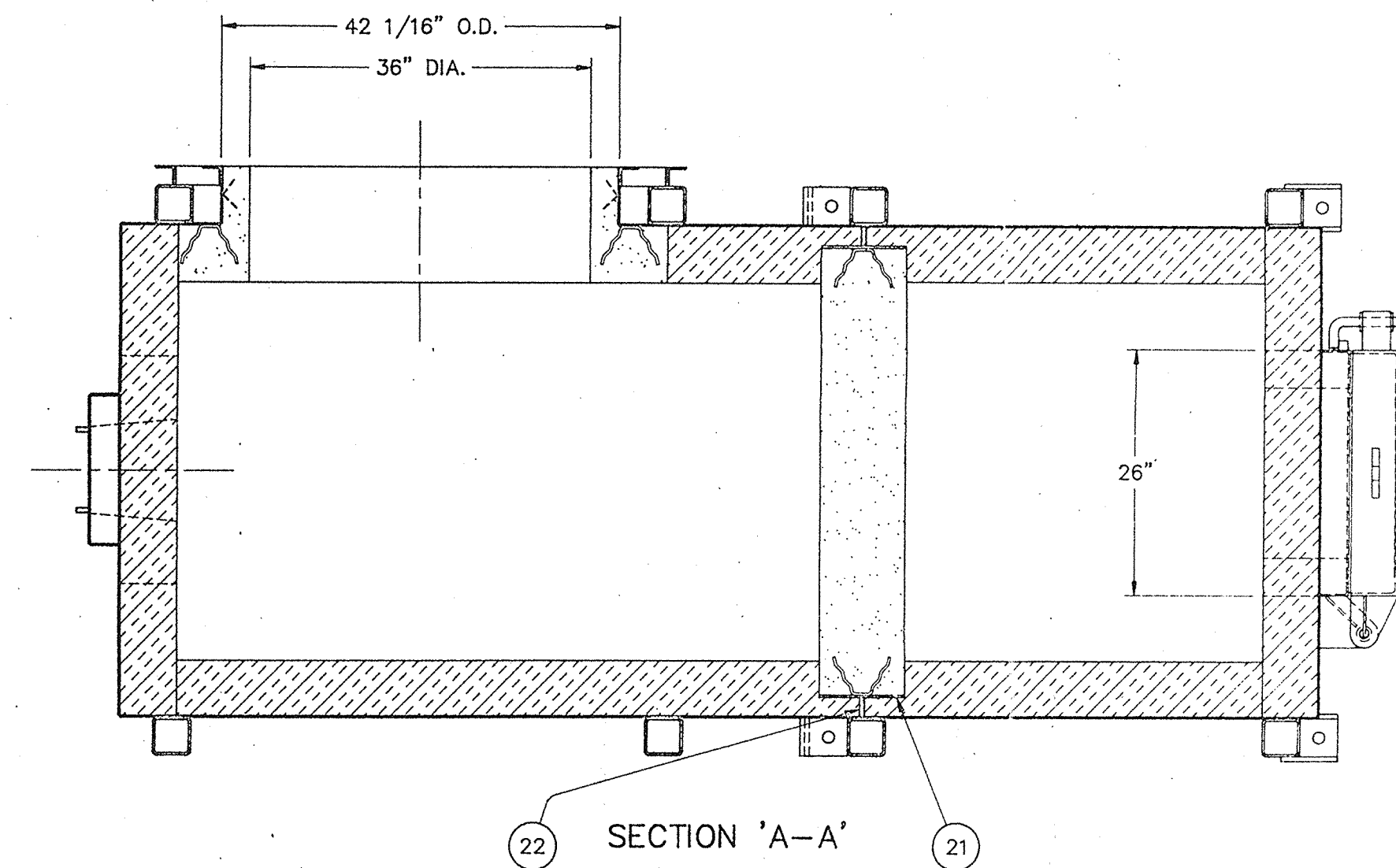
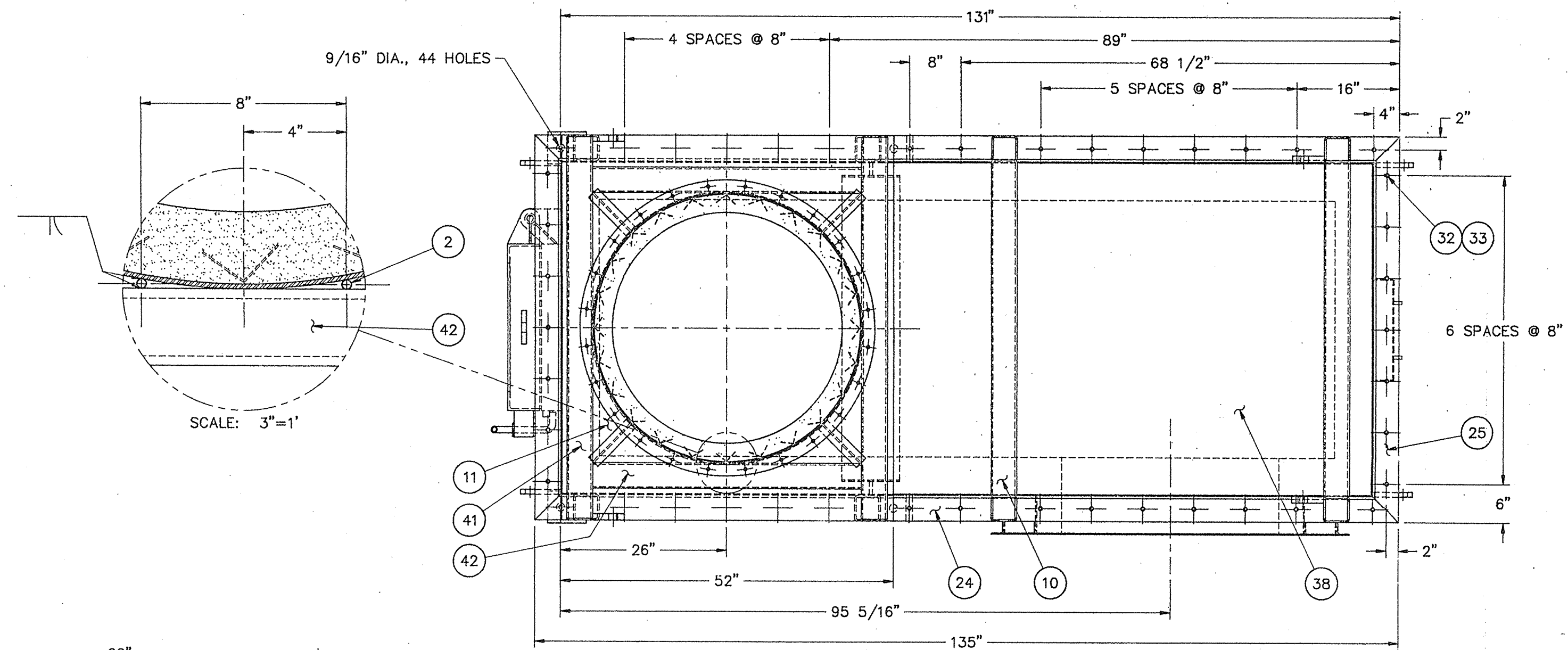
Sharat Chandra, MASc, P.Eng. PMP®
Associate, Industrial Buildings & Facilities
Phone: (604) 696-8487
Fax: (604) 696-8100
sharat.chandra@stantec.com

Attachment: None

C.


Appendix B

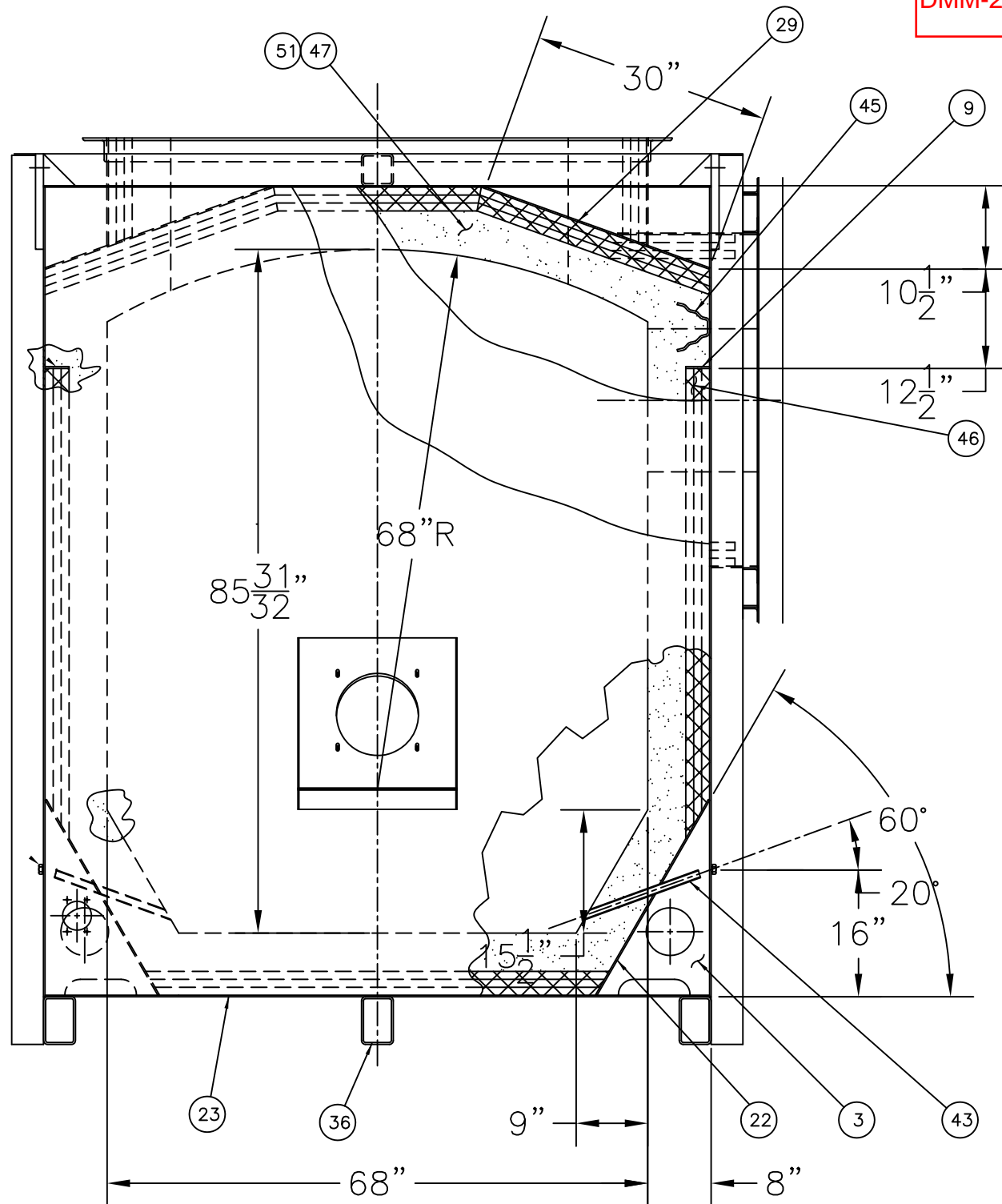
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- DMM-2632 Model End View (Main Refuse Chamber)
- DMM-2632 Model – Side View (Main Refuse Chamber)

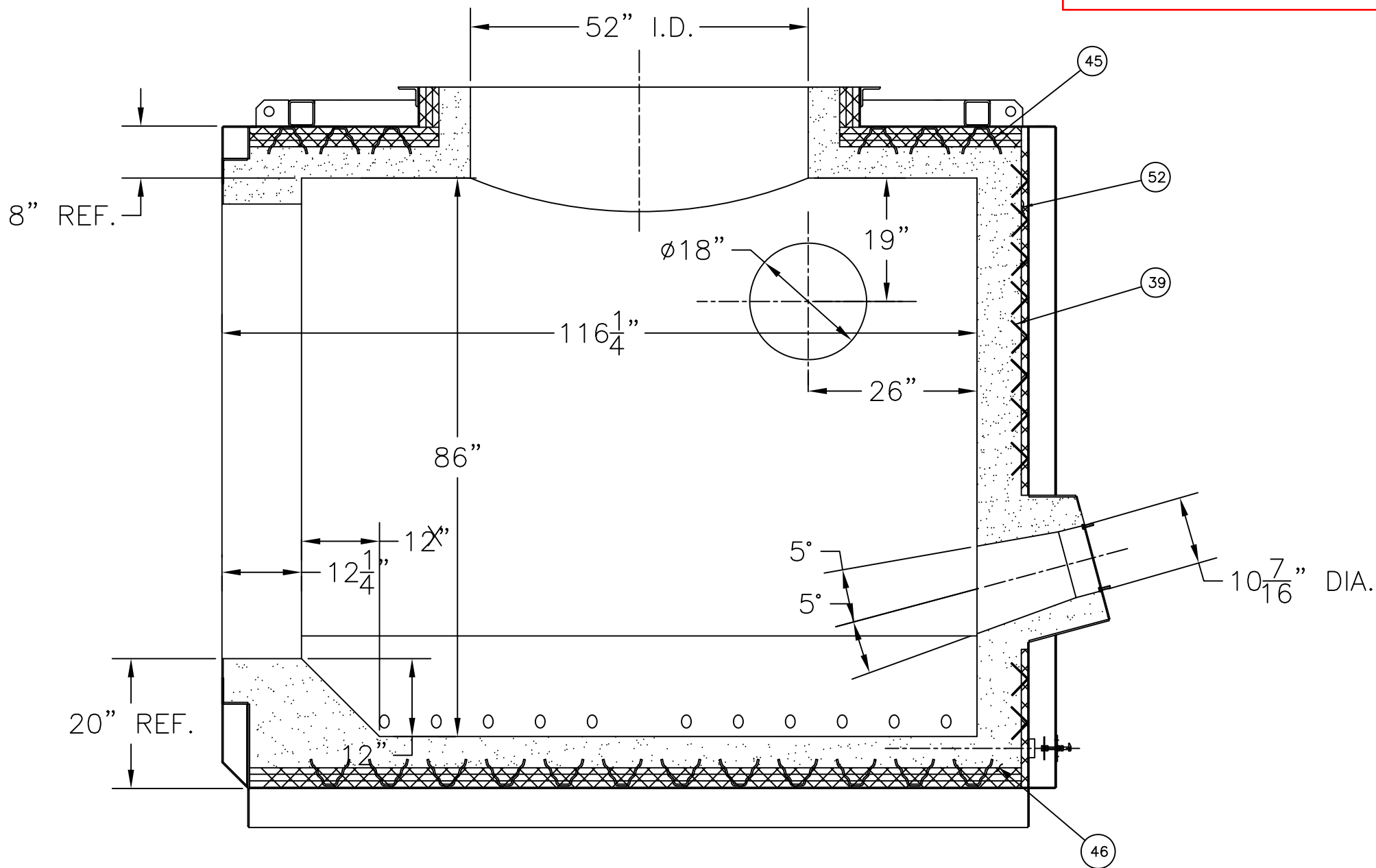


NOTE: DO NOT USE REF.
AS PER DOOR DRAWING

REVISION	DATE	BY	DESCRIPTION
B	11/16/94	J.P.K.	ADDED DOOR STOP CHAIN FOR HOLDING A-8-P-T MAIN DOOR
A	8/3/94	J.P.K.	REINFORCED FOR SIESMIC LOADS

SCALE 3/4"=1'	DRAWN BY J.P.K.	DATE 5-6-94	TOLERANCES (EXCEPT AS NOTED) ± 1/32"
 SHERWOOD, OREGON 97140			CH-100 DMM-2633 SHEET 1 OF 2 B





SECTION B-B

Appendix C

➤ Pictures



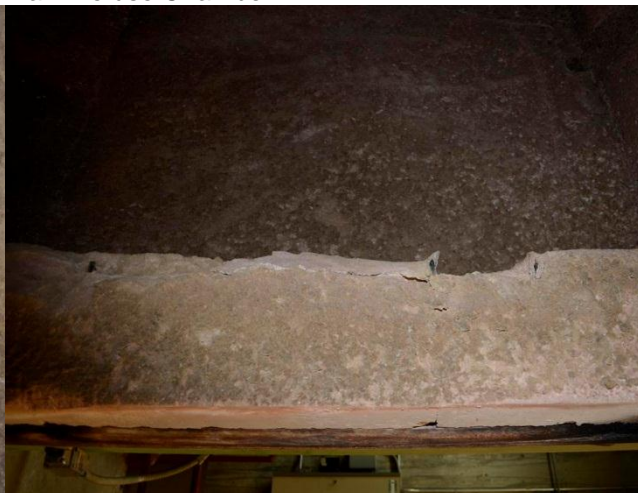
Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



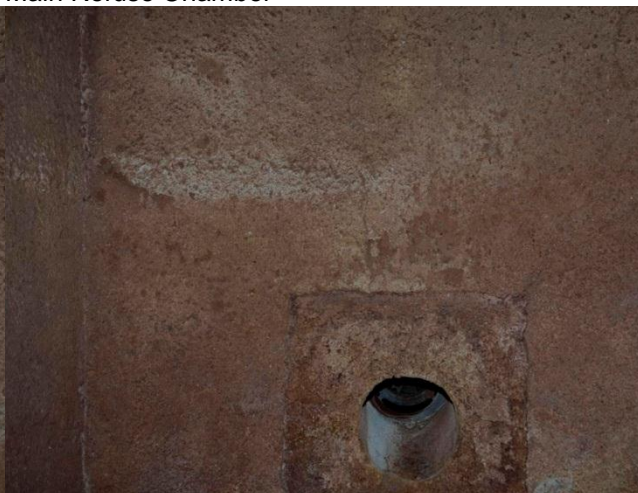
Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber



Afterburner



Afterburner



Main Refuse Chamber



Main Refuse Chamber



Main Refuse Chamber – Top Sliding Door

List of *Specifications*

General Specifications for Crematory System Repairs

PART 1 GENERAL

1.1 SECTION INCLUDES

- .1 Supply and install materials for repairs of a Hybrid Crematory System.
- .2 Modify the utilities and building structure as required to ensure a fully operating Crematory system within the existing facility.
- .3 Prepare, submit and obtain all local and government (i.e. municipal, etc.) permits necessary for the repair of the Crematory including modification to the utilities and building structure, if required.
- .4 Remove and dispose of components that are in need of replacement or repair.
- .5 *Decommission, remove and dispose of the exiting Temperature Data Logging System and supply, install, commission and provide training of a new Temperature Data Logging System as an option.*

1.2 ABBREVIATIONS

- .1 Crematory System: The complete crematory including afterburner chamber and associated components for a fully operating system.

1.3 REFERENCES

- .1 Canadian Standards Association (CSA International)
 - .1 CSA C22.1 (R2012), The Canadian Electrical Code, CE Code.
- .2 National Electrical Manufacturers Association (NEMA)
 - .1 NEMA 250-03, Enclosures for Electrical Equipment (1000 V Maximum).
- .3 American Society for Testing and Materials International (ASTM)
 - .1 ASTM C401-91 (2005) – Standard Classification of Alumina and Alumina-Silicate Castable Refractories.
 - .2 ASTM C612-10 – Mineral fiber Block and Board Thermal Insulation
- .4 National Fire Protection Association
 - .1 NFPA 82: Standard on Incinerators and Waste and Linen Handling Systems and Equipment.

1.4 QUALIFICATIONS

- .1 Experience: Equipment and material shall be supplied by a manufacturer of established reputation with a minimum of five (5) years of experience in repair, installation and supply of the Crematory Systems. Provide documentation with the name of two companies who the manufacturer supplied or repaired the Crematory System. Include the location and year of the Crematory System was serviced in the documentation.
- .2 Provide three (3) references in North America, preferably Canada, for repairs with the same material in similar Crematory Systems.
- .3 Manufacturer's Representative
 - .1 Installation: Installers shall have a minimum of five (5) years of experience in the repairs of Crematory Systems. Provide a qualified manufacturer's representative at site to supervise the work related to material installation, and repairs.
 - .2 Training: Provide technical representative to provide training to the Animal Health Centre maintenance personnel in the maintenance of the refractory brick of the Crematory.

1.5 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit shop drawings and product data to the Animal Health Centre within three (3) weeks of award.
- .2 Shop Drawings:
 - .1 Shop drawings for the Refractory Brick and Lining for the Crematory System shall include the following but not limited to:
 - .1 Plans, elevations, sections and details including dimensions and strengths of materials.
 - .2 Minimum temperature ratings, classification, and type.
 - .3 Connection details, and location and size of each field connection, base plates and anchors as required.
 - .4 Type, quality, grade, shapes and designation of steel used in the refractory anchors.
 - .2 Shop drawings for the modifications to the existing utilities and building structure, if required, shall include but not limited to:
 - .1 Plans, sections, elevations and details of the modifications to the existing building structure and utilities.
 - .2 Material types, grades and quality.

- .3 Submit shop drawings under the stamp and signature of a Professional Engineer registered in the Province of British Columbia in accordance with the British Columbia Building Code.

1.6 PERMITS

- .1 Contractor, at their cost, shall prepare, submit and obtain, provincial and federal permits for the following but not limited to:
 - .1 Moving interior walls and partitions.

1.7 CLOSEOUT SUBMITTALS

- .1 Project Record Documents: Provide close out documentation, including tests.
 - .1 Upon completion of the Performance Testing and Demonstration, submit the completed Operating Test Plan and Demonstration Training Results.
- .2 Operation and Maintenance Manual: Provide a comprehensive operations and maintenance manual for operators to refer to and use on a regular basis. Include the:
 - .1 Description of equipment, manufacturer's name, equipment type, model number and year, and capacity.
 - .2 Reviewed shop drawings.
 - .3 Photographs of repairs, for Canadian Food Inspection Agency (CFIA) compliance.
 - .4 Material product data.

1.8 QUALITY ASSURANCE

- .1 Equipment shall be produced and installed in compliance with local, provincial and federal requirements and codes.
- .2 Electrical Components, Devices and Accessories: Listed and labeled as defined in CSA C22.1 (R2012), The Canadian Electrical Code by a manufacturer.
- .3 Inspection and Field Adjustment: The Contractor shall demonstrate that all equipment meets the specified performance requirements. Contractor shall provide the services of an experienced, competent, and authorized service representative of the supplier for each item of major component who shall perform the following tasks on site:
 - .1 Assist the Contractor in the installation of the equipment.
 - .2 Inspect, check, adjust if necessary, and approve the component installation.

- .3 Perform necessary field adjustments during the test period until the equipment installation and operation are satisfactory to the Animal Health Centre.

1.9 DELIVERY, STORAGE AND HANDLING

- .1 Conform strictly to manufacturer's written instructions for delivery, storage and handling of the material for the Crematory System.
- .2 Protect finished surfaces during delivery, handling and installation. Keep protective coverings in place until removal is necessary for installation.
- .3 Store equipment in a protected area away from environmental and physical conditions that would damage or otherwise impair the performance and finish of the materials for the repairs of the Crematory System.
- .4 Damage shall be corrected to the requirements of the Contract prior to proceeding with installation. The Contractor shall bear the costs arising out of dismantling, inspection, repair and reassembly.
- .5 Co-ordinate schedule of delivery with the Animal Health Centre immediately after award of Contract.

1.10 INSPECTION

- .1 Inspect delivered equipment and material for damage from shipping and exposure to weather. Compare delivered components with packing lists and specifications to assure receipt of all items and specified accessories.
- .2 Report in writing to the Animal Health Centre any damaged, missing or incomplete scheduled components.

1.11 CONDITIONS AND OPERATIONS

- .1 Field Verification
 - .1 Perform site visit(s) to verify the existing site dimensions and conditions including the building systems and structure.
 - .2 Existing space for the storage of repair material.
 - .1 Space in the secure, covered parking garage, as appointed by the maintenance personnel at the Animal Health Centre, is to be used for material and tool storage.
 - .3 Concrete Slab:

- .1 Verify the existing concrete has sufficient thickness, compressive strength, and reinforcement to support the weight and vibratory loads from the Crematory System.
- .4 The equipment shall fit within the existing space, and allow space for maintenance access. Verify the following information on site, and indicate information on Shop Drawings.
 - .1 Method to install the equipment within the existing space.
- .5 Work shall be performed around current operations. Operations occur five (5) days a week between the hours of 0830-1630 hours.
- .6 For after-hours work, access to the secure parking garage and incinerator room will be provided. Washroom facilities for after-hours work shall be provided by the contractor, at their cost.

1.12 COORDINATION

- .1 Work affected by submittals shall not proceed until review of shop drawings and product date by the Animal Health Centre.
- .2 Co-ordinate work with the Animal Health Centre and others.

1.13 WARRANTY

- .1 Upon completion of the Work, submit the manufacturer's product warranty on material as specified herein from the date of Substantial Completion.
 - .1 For a period of one (1) year minimum, on material inclusive of parts and labor.
- .2 Include manufacturer's product warranty into the Operation and Maintenance Manual.

1.14 LABELING

- .1 Manufacturer shall securely attach in a prominent location, on each major item of equipment, a non-corrosive nameplate showing manufacturer's name, address, telephone number, model number, serial number and pertinent utility or operating data.

1.15 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate and recycle waste materials.
- .2 Dispose of site materials from the Animal Health Centre at the appropriate recycling facilities including unused metal and wiring and oversized packaging.

PART 2 PRODUCTS

2.1 GENERAL

- .1 All materials shall be new.
- .2 Equipment and materials shall be provided with all the necessary anchorages, fastening, trims, closures, shims, braces, setting and leveling compound, paint, isolation coatings, and hardware required for a complete and finished installation to the existing substrate and services.
- .3 Electrical: all equipment with power must be CE certified.
- .4 Take field measurement prior to the fabrication and installation of equipment, as required.
- .5 Coatings: Prime, finish and paint or powder coat including color chip samples, and treatments in accordance with the type and color selection approved by the Animal Health Centre.

2.2 TEMERATURE DATA LOGGER

- .1 *Provide a complete temperature data logging system with required components, options, and accessories as an option.*
- .2 *Temperature Data Logger to be selected as, or equivalent:*
 - ABB
 - Model - SM500F
 - Field Mountable Videographic Recorder
- .3 *Contractor to confirm that existing thermocouples as part of existing Crematory System are compatible with temperature data logging system.*

PART 3 EXECUTION

3.1 GENERAL

- .1 Carry out in accordance with the requirements of the manufacturer's instructions, and codes, standards and specifications.

3.2 PROTECTION

- .1 Protect existing utilities and building structure including finishes.
- .2 Repair damage to utilities and building structure to match existing conditions.

3.3 PREPARATION AND INSTALLATION

- .1 Remove and dispose of existing refractory brick and lining materials in the Crematory System in need of repair or replacement.
- .2 *Decommission, remove and dispose of exiting temperature data logging system.*
- .3 Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - .1 Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety.
 - .2 Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.
 - .3 Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in an Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- .4 Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- .5 Perform work required to ensure a level substrate for installation at the location indicated on the drawings.
- .6 Install, patch and repair refractory material in combustion chamber of Crematory System.
- .7 Install, patch and repair refractory material in accordance to manufacturer's directions for application, codes and specifications.
- .8 Grout and shim equipment as required by manufacturer's instructions and shop drawings.
- .9 Touch up damaged painted surfaces after installation.
- .10 Repaint surfaces where paint was removed for welded connections.
- .11 Deburr all rough edges and surfaces.
- .12 Make good all surfaces and services damaged during delivery, storage, handling and installation.

- .13 Complete the removal of any existing refractory or lining material, modifications to the existing building and systems to accommodate the new Crematory material, installation, patch, and repair of the Crematory System without shutting down the existing operations for longer than a period of twenty-one (21) calendar days.
- .14 *Complete the removal of the existing temperature data logging system, modifications to the existing building and systems to accommodate the new temperature data logging System, installation of the temperature data logging System, and the testing and commissioning of the data logging System without the shutting down the existing operations for longer than a period of twenty-one (21) calendar days. The work has to be carried in tandem with the work described in 3.3.15 and shall not exceed the twenty-one (21) calendar days altogether.*

3.4 INSPECTIONS, TESTING AND COMMISSIONING

- .1 Perform tests and inspections.
 - .1 Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- .2 Tests and Inspections:
 - .1 Perform installation and startup checks according to manufacturer's written instructions.
 - .2 Test and adjust controls, alarms, and safeties. Replace damaged and malfunctioning controls and equipment.
 - .3 Verify correct locations, color-coding, and legibility of caution, warning, and danger markings.
 - .4 Certify compliance with test parameters.
- .3 If the Crematory System does not pass the test and inspection, repair, adjust and replace components as required. Retest and inspect at no cost to the Contract.
- .4 Adjust all operating components for smooth unrestricted operations.
- .5 Grease and oil equipment, as required, before handoff to the Animal Health Centre.

3.5 CLEANING

- .1 Clean surfaces and components for inspection.

3.6 CLEANUP

- .1 Cleanup site at the end of each day. Remove surplus materials, excess materials, rubbish, tools and equipment.

- .2 Upon completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

3.7 TRAINING AND DEMONSTRATION

- .1 Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain temperature data logging system according to manufacturer's requirements.
- .2 Prepare a presentation describing the operations, process troubleshooting and maintenance procedures. Presentation shall be a minimum one (1) hour. Present the training/demonstration to the Animal Health Centre maintenance personnel.

Invited General Contractors:

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Invited Crematory/Refractory Specialists

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