

ADDENDUM NO. 01
TO
MERX REFERENCE NO.: 0000280438
GOC5370560-CT – Elections Canada Fit-up
AT
30 Victoria, Gatineau, Quebec, J8X 2A1

The following addendum to the Invitation to Tender (“ITT”) documents is considered to form part of the ITT document and/or the resulting Agreement or Contract, if any.

No consideration will be given for extras and/or changes due to the Supplier not being familiar with the contents of this Addendum.

Clarifications and Modifications:

C01. Bidders are advised to **DELETE** attachment “Appendix H – RP1 Supplementary Conditions – CCDC 2 2020” & “Appendix F - OPDS-PDS General Terms and Conditions” & “Appendix I – MCP-BAU – Specifications and Drawings” – Original files and to **REPLACE** them with the following:

- **(UPDATED) Appendix H – RP1 Supplementary Conditions – CCDC 2 2020 – V3**
- **(UPDATED) Appendix F – OPDS-PDS General Terms and Conditions – V7**
- **(UPDATED) Appendix I – MCP-BAU – Specifications and Drawings_Addendum01**

C02. Bidders are advised of the **ISSUANCE** of the following specs & drawings to the ITT:

- **23138_GOC5370560_ElectionsCanadaFitUp_Clarification 01_EN 1 (94 pages)**

C03. Bidders are advised of the following **EXTENSIONS**:

ITT	ORIGINAL	EXTENSION
Question Acceptance Deadline	November 04 th , 2024, before 2:00:00 PM	November 08th, 2024, before 2:00:00 PM
Addendum Publication Deadline	November 08 th , 2024	November 15th, 2024
Closing Date & Time	November 14 th , 2024, at 2:00:00 PM	November 21st, 2024, at 2:00:00 PM

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Questions and Answers:

- Q01.** Il y a divergence entre la quantité de plans architecturaux indiqués à l'annexe 'I' (36p.), section 00 01 15 (37p.), plan A000 (38p.) et les PDF FR & EN (38p.). S.v.p. clarifier quels sont les plans applicables au projet.
- A01. A000 and the PDF (38p) are correct, Appendix 'I' (37p) and Section 00 01 15 (37p) are missing page A407 – Ramp Details. Refer to Clarification 01 & Appendix I.**
- Q02.** Il y a divergence entre la quantité de plans électriques indiqués à l'annexe 'I' (24p.), section 00 01 15 (28p.), plan A000 (24p.), le PDF FR (0p.) et le PDF EN (25p.). S.v.p. nous faire parvenir la version française des plans électriques et clarifier quels sont les bons plans applicables au projet.
- A02. The PDF plans are correct (25p.), Appendix 'I' (24p.) and section 00 01 15 (24p.) are missing E2.12. Refer to Clarification 01 & Appendix I.**
- Q03.** Il y a divergence entre la quantité de plans mécaniques indiqués à l'annexe 'I' & Section 00 01 15 & plan A000 (21p.) et les PDF FR & EN (22p.). S.v.p. clarifier quels sont les bons plans applicables au projet.
- A03. The PDF plans are correct (22p.), A000, Annex 'I' and section 00 01 15 are missing M5.1. Refer to Clarification 01 & Appendix I.**
- Q04.** Il y a divergence entre la quantité de plans audio-visuels (AV) indiqués à l'annexe 'I' & section 00 01 15 & plan A000 (28p.) et les PDF FR & EN (32p.). S.v.p. clarifier quels sont les bons plans applicables au projet.
- A04. The PDF plans are correct (32p.), A000, Annex I and Section 00 01 15 are missing AV-901, AV-902, AV-903 and AV-904. Refer to Clarification 01 and Appendix I.**
- Q05.** Assuming 'Pre-registration' is for Optional Site Visit. However, with whom do we pre-register for the job-walk? Crystal Yan is listed as the Procurement Specialist but there is no email address / phone number provided. Please advise.
- A05. Please refer to section 2.7.1 of ITT document. The contact person's information is on Merx.**
- Q06.** REF: Appendix D Bid Price Form.... Please clarify the wording/inclusions: "Cash Allowance for work completed on fire alarm suppression systems to be completed by maintenance building contractor "Troy Life & Fire Safety Ltd." Is this to include sprinkler work, fire alarm or both/other?"
- A06. The amount includes both fire alarm & fire suppression.**
- Q07.** REF: Appendix J SOW... Are the '40 days between phases' working days or calendar days?
- A07. 40 Working Days are allocated as a worst-case scenario. We're actively working with the clients to reduce these durations. As of this time 40 working days to be carried between phases.**
- Q08.** REF: Appendix Q IPP Page 8 of 13...'Once the design has been completed, BGIS will include a cash allowance based on the budget for the General Contractor to work with an Indigenous Art Curator.' The current cash allowances do not encompass this item. Please advise.
- A08. GC to refer to Appendix J, Section 23. Implementation following this section will be handled via a change order.**

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- Q09.** REF: ITT Page 8 of 25... Please specify the BSDQ electronic portal submission deadline for subtrades.
A09. Please contact BSDQ to specify the submission deadline. Email: info@bsdq.org.
- Q10.** What is the manufacturer/brand of the existing demountable partitions?
A10. **Teknion**
- Q11.** REF: Specifications 10 22 39... Folding Panel Partitions listed in specifications however, not found in project drawings. Is this included in the project's scope? If so, where are they located etc? Please advise.
A11. **Specifications refer to the moveable walls located in the Northwest section of Level 1 between 01-B-103/01-B-102/01-B101.**
- Q12.** Please provide elevations and/or clarifications on T2 wall tile height in Washrooms: D1253 and D1356 as wall finish plans identify these areas to receive wall tile. F26
A12. **Full wall to receive tile finish.**
- Q13.** General Notes on Floor Finish Plans Specify Attic stock to be 5% of all floor finishes. But Sections 09 30 00, 09 65 19 and 09 68 13 Specify something different for Maintenance Material (Attic Stock). Please clarify if we are to allow for 5% of all floor finishes or provide Attic Stock as per specification sections.
A13. **Bidder to follow instructions within specifications for attic stock.**
- Q14.** Two questions from a display supplier: • Will you accept 350 NITS of brightness? This is a standard brightness for boardrooms that do not have excessive light (sunlight) issues • Will you accept an 85" for the 86" in the BoM?
A14. **350NITS will not be accepted as a substitution for displays specified as 400, all minimum specifications remain. 85" will be accepted as a substitution for 86" displays, all other minimum specifications remain.**
- Q16.** Two questions from a display supplier: • Will you accept 350 NITS of brightness? This is a standard brightness for boardrooms that do not have excessive light (sunlight) issues • Will you accept an 85" for the 86" in the BoM? REQUEST for EXTENSION to November 28, 2024, for Submission.
A16. **Please refer to the answer to question No. 14 and 19**
- Q19.** Nous recevons plusieurs demande pour une prolongation de temps concernant les questions et la fermeture. Est-ce possible de reporter la soumission d'au moins une semaine ou plus?
A19. **Please refer to Addendum NO. 01 C03.**
- Q21.** REF: DWG A604.... What is tag/note CD-04? It does not appear in the 'Particular Ceiling Demolition Notes' legend.
A21. **CD-04 to be replaced with CD-01**
- Q22.** REF: DWG ID1.5... There are two V4's (Client Supplied Wall Mural) listed in the wall finish legend. Is this an error or is there supposed to be an additional Wall Mural type?
A22. **Omit second V4 reference. All vinyl application is shown on plan.**

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- Q23.** REF: DWG A105... What is the type, finish, and style of existing raised flooring?
A23. **The manufacturer is Global Integrated Flooring Systems, TecCrete panel. Ensure new raised flooring system is compatible. It will be finished with carpet tile per Interior Design. [See attached photos]**
- Q24.** 1/ What is WFX? you can find it at ID 4.5 next to D1327B and D1327A doors
A24. **WFX to be replaced with WF1.**
- Q25.** 2/ WF6 ask for a Fully Opaque color White. WF6 is only applied to the 11th floor 01-A-106 storage room. Are they requesting a full application of opaque white film?
A25. **Correct.**
- Q26.** Will you accept 350 NITS of brightness? This is a standard brightness for boardrooms that do not have excessive light (sunlight) issues.
A26. **Please refer to A14.**
- Q27.** Will you accept an 85" for the 86" in the BoM?
A27. **Please refer to A14.**
- Q28.** Please confirm that there will be on-site washroom access for site staff.
A28. **Yes, there will be on-site washrooms for site staff.**
- Q29.** What is the anticipated project start date?
A29. **Tender is anticipated to close on Nov.21. GC mobilization will depend on bidder's ability to submit approved H&S documents.**
- Q30.** Please clarify building permit responsibility and process. Conflicting information in tender documents. Appendix J states 'GC shall obtain and pay.... applied for by Prime Consultant' but tender specs (01 41 00) states 'Constructor shall apply for...'
A30. **Prime Consultant applied to building permit, GC to pick up & pay for permit.**
- Q31.** If Prime Consultant has applied for building permit already, what is the anticipated date to receive permit?
A31. **Permit will be ready upon mobilization.**
- Q32.** REF: DWG A101, A105... Please clarify raised flooring scope. The drawings imply select areas/individual tiles (ie. Tag C-14) but that does not seem to make sense. Also, the demolition plan does not seem to match the new construction (i.e., D-12 is removal but there is no new identified on plan at that location).
A32. **At the Northwest corner of Level 1, the existing floor monuments are to be removed per Electrical E2.1. New raised flooring is to be added at hatch area on 1st floor construction plan to level out floor. Refer also to A406. At the Southeast corner, raised floor to be demolished where indicated by D-12, and will not be raised at the new location. A new ramp is to be added instead.**

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- Q33.** Please confirm wall assemblies for demountable partitions. The assemblies show full drywall/stud/insulation - would like to confirm that this is not a typographical error.
- A33. Moveable partition assembly is per manufacturer; however, the assembly is required to meet the noted STC 52.**
- Q34.** Please confirm if 'wall type 7 - moveable partition' is that same as 'folding panel partition' in specifications.
- A34. Correct.**
- Q35.** Please confirm Wall Type 7 assembly. It states that there are three layers of drywall and stud/batting - would like to confirm that this is not a typographical error.
- A35. W7's assembly refers to the baffle above, which has STC 52 and has a total of 3 layers of gypsum.**
- Q36.** Please confirm if there any structural steel requirements for moveable/folding partitions.
- A36. Track to be specified per manufacturer's requirements and can be mounted to the concrete slab above. No structural steel required.**
- Q38.** Sur le plan ID1.5, dans la légende des finis, serait-il possible de clarifier le revêtement mural V1 et V2? Pourriez-vous indiquer la compagnie spécifiée pour chacun?
- A38. As this is a government project the exact basis of design cannot be specified. Client will confirm proposed finishes during shop drawing phase.**
- Q39.** On mentionne que le bâtiment est une construction certifiée LEED Platine Bâtiment existant. Quelles sont les règlements applicables et les politiques d'opération à respecter par l'entrepreneur pour garantir le maintien de la certification? Avez-vous également la liste des crédits LEED Platine à respecter.
- A39. GC is expected to deliver the project in compliance of all specification, drawings & ITT Appendices. This project will not be seeking any further LEED certifications.**
- Q40.** Au plan ID 3.5 (FR), il semble manquer la portion centrale? - Au plan ID 4.5 (FR), que signifie 'WFX' ? - Au plan ID 4.5 (FR), on indique des films de vitrage WF5 sur un mur plein à l'axe 10.4, entre les axes H et I.9? - Au plan ID 4.5 (FR), on indique des films de vitrage WF2 sur un mur plein à l'axe D.9, entre les axes 5 et 6? Au plan ID 4.5 (FR), on indique des films de vitrage WF1 sur un mur plein à l'axe 6, entre les axes D.1 et E?
- A40. Refer to Clarification01 - Re-Issued ID 3.5 - French. Window film indicated at WFX on plan to be WF1. Delete reference to WF5 on solid wall along axis 10. Delete reference to WF2 on solid wall between grid lines 5 and 6 on ID 4.5. Delete reference to WF1 on solid wall along gridline 6 on ID 4.5.**
- Q44.** RFI 003 - Quelle est la compagnie du système de sécurité existante du bâtiment?
- A44. The client security system is to be integrated with ICT Protégé rather than the base building system, refer to specifications.**

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- Q45.** RFI 004 - Est-ce que l'entrepreneur électrique doit inclure les sections de devis 27 05 00, 27 05 26, 27 05 28 et 27 10 05, l'annexe A Spécifications Audio-Visuelles ainsi que les plans de la conception de système audio-vidéo (série de plan AV-XXX) et les plans de systèmes de télécommunications (série de plans T-XXX) relatifs à la communication dans son prix de soumission au BSDQ?
- A45.** **Please contact BSDQ to specify the submission deadline. Email: info@bsdq.org.**
- Q46.** RFI 005 - Est-ce que l'entrepreneur électrique doit inclure la section de devis 27 51 19 relatifs au système de masquage sonore dans son prix de soumission au BSDQ?
- A46.** **Please contact BSDQ to specify the submission deadline. Email: info@bsdq.org.**
- Q47.** RFI 006 - Est-ce que l'entrepreneur électrique doit inclure la section de devis 28 13 00 ainsi que les plans du système de sécurité (série de plans SEC-XXX) relatifs à la sécurité électronique dans son prix de soumission au BSDQ?
- A47.** **Please contact BSDQ to specify the submission deadline. Email: info@bsdq.org.**
- Q48.** RFI 007 - Est-ce que l'entrepreneur électrique doit inclure la section 28 31 00.01 relatif au système multiplex d'alarme incendie dans son prix de soumission au BSDQ?
- A48.** **Please contact BSDQ to specify the submission deadline. Email: info@bsdq.org.**
- Q50.** RFI 009 - Est-ce que vous pouvez émettre la copie de plans électriques en français? Seulement la version anglaise semble présentement disponible.
- A50.** **Please refer to Clarification 01.**
- Q51.** RFI 010 - Est-ce que le plan de mise en service de l'annexe P (section des documents) ou Annexe B dans le devis de Rossman Architecture fait aussi parti du devis électrique, et ainsi que l'entrepreneur électricien doit en tenir compte dans l'élaboration de son prix de soumission? Si oui, il faudrait en faire mention dans une section du devis électrique et sur les plans électriques.
- A51.** **Commissioning work for M/E is found in the general specifications section 01 series. All trades should take into account the Commissioning Plan if applicable.**
- Q52.** RFI 011 - Pour une raison qui semble hors de notre contrôle et malgré notre préqualification pour cet appel d'offre, nous n'avons reçu aucune notification de sa publication, ni par courriel ni via la plateforme Merx. Par conséquent, nous n'avons pas pu nous inscrire à temps pour la visite des lieux prévue le 28 octobre dernier. Nous demandons donc une seconde visite pour nous et nos sous-traitants afin de bien évaluer les conditions existantes. Enfin, compte tenu des raisons mentionnées, nous sollicitons un report de trois semaines de la date de clôture des soumissions pour permettre une analyse approfondie des documents et une meilleure participation des sous-traitants. Un seul report plus long sera plus bénéfique que plusieurs courts reports successifs qui ne permettent pas une revue efficace des documents.
- A52.** **Bidder to directly contact MERX in regards to technical errors. Deadline has been postponed by one week. No further postponements will be entertained.**

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- Q53.** RFI 012 - L'Annexe M (Sous-traitants and fournisseur) ainsi que l'Annexe O (Formulaire de ventilation des prix de la soumission) ne font pas partie des exigences obligatoires (5.3.4) du document d'invitation à soumissionner (IS). SVP confirmer que ces documents ne sont pas requis au moment de la soumission et qu'ils seront fournis sur demande et suite à la fermeture tel qu'indiqué à l'article 2.3 du document d'invitation à soumissionner.
- A53. Confirmed. Appendix M & Appendix O can be submitted after closing date prior to contract Award.**
- Q60.** Closing date of Nov 14th is not sufficient to complete, based on the requirements, RFP documentation, and crafting response.
- How many installation phases will there be? Pricing for AV related can not be held until completion of June 2026. Pricing can be valid for 60-90 days before needing re-evaluation. Therefore with award based on the submission, and presumably for the first phase, what is the clause to allow for price changes past 90 days?
 - Conversely, is there a scheduled plan to order equipment? Will it be all at once, or in phases?
 - Equipment Warranties. What is the expectation for start of hardware warranty? Typically, warranties start from time its shipped to client. What are the expectations? Depending on response, it may require additional discussion and clarification.
- A60. Closing date has been postponed by one week.**
Please refer to Appendix J. First floor is split into 3 phases. The 12th floor is one phase & completed in one section. 11th floor is one room/phase. 13th floor is one phase & completed in one section. Winning bidder will be encouraged to sit with BGIS & client to finalize the phasing plan based on contractability & efficiency.
All prices need to be finalized before bids are submitted & will be valid for the duration of the project.
There is limited storage available on site. Equipment will have to be ordered in phases in order to accommodate the storage space.
Warranty to begin upon hand over to client.
- Q62.** Par rapport à l'annexe 'A' de l'invitation à soumissionner, est-ce que l'exigence de détenir une attestation de VOD est applicable seulement à l'entrepreneur général ? Est-ce que les sous-traitant doivent également la détenir, ou si l'attestation du personnel 'Fiabilité' est suffisante ?
- A62. Please refer to Appendix J, Section 6.**
- Q64.** Please confirm that we will be provided clear access to floors beneath plumbing locations (ie access to floor 11 for plumbing on 12th floor and access to the 12th floor for plumbing on 13th floor)
- A64. Bidders will have access to other floors. However, it will have to be after hours for occupied spaces.**
- Q68.** Please provide freight elevator dimensions (door opening and interior) and weight capacity information.
- A68. The freight elevator is 92" long X 69" wide. The height is 8 feet for ¾ of the length and 12 feet at the back of the elevator. Weight capacity is 3200kg.**

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- Q95.** In Annex O, it is requested to indicate a single hourly rate for additions or credits to the contract. However, we would like to point out that during the submission phase, the proposed hourly rate is based on a standard and optimized work organization. However, during the project, the contract modification directives requiring a reorganization of work result in an upward adjustment of the hourly rate to reflect additional costs such as readjustments to the planning of work stages, staffing and organization of work; mobilization/demobilization of additional labor and tools; to compensate for tight and unforeseen deadlines for completing modification directives so as not to delay the overall schedule; and face a shortage of specialized labor. Can you reissue Annex O so that the table has two different columns, one column for the subtraction of work and one column for the addition of work in order to differentiate the rates applicable in the tender period and in the project period for such adjustments?
- A95.** **To clarify, the purpose of the single hourly rate requested in Annex O is specifically for calculating costs associated with extra work orders or additional work that may arise during the project. This rate is intended to standardize the cost assessment for any added/reduced work and ensure a consistent basis for calculating adjustments to the contract.**
- Q96.** Is the commissioning plan in Appendix P (documents section) or Appendix B in the Rossman Architecture quote also part of the electrical quote, and thus the electrical contractor must take it into account in the quote? developing your bid price? If so, this should be mentioned in a section of the electrical quote and on the electrical plans.
- A96.** **Please refer to A51.**
- Q97.** In Appendix D, does the electrical contractor who is responsible include in his bid the fixed price B for the work of the fire alarm system of \$80,000?
- A97.** **No, items A&B in Appendix D will be added to the total bid price (Item C).**
- Q115.** REF: Specifications Division 28, 2.2.1 Access Control System (ACS) and 2.2.4.... Is this 100% certain? Based on previous experience with working with this client the ACS is not ICT but Kantech. Is the Base Building ACS ICT? Is this the reason the request for ICT Protégé GX?
- A115.** **The ACS is ICT protégé as provided to us by the client, base building ACS is irrelevant. if the client has different specifications for the system, client is to advise.**
- Q116.** Who is responsible to demolish the existing access control devices and is it a requirement to salvage and re-use in all case where new door are being constructed? Do we need to quote new devices for every door that is being installed under the new construction layout?
- A116.** **It is the responsibility of the contractor, and to retain and reuse where indicated on the plan. contractor to provide a quote for every door to receive new/reused ACS device indicated on the new construction layout.**
- Q117.** What's the locations of the existing Access Control Panels. Can this be determined? Is it the expectation that the existing control panels will suffice space-wise once the demolition occurs to provide termination space for the new Access Controlled locations?
- A117.** **Contractor to evaluate this during site visit and determine what to bid on. contractor to evaluate this during site visit and determine how best to install the new controllers and cabinets as per space allowances.**

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- Q118.** Who does the demolition of existing infrastructure? Note # 1 in the Telecommunications Drawing Notes on T-104 states call cabling is to be de-commissioned and replaced.
- A118.** Please refer to note #1 in title block of drawings. Division 27 contractor is responsible to disconnect existing cabling and install new cabling as per new design.
- Q119.** Cisco channel rules require any products sold through a Cisco registered partner to be registered directly to the end user. Inclusion in a GC led bid is possible in certain circumstances, but proper agreements need to be negotiated between Cisco, the Reseller and End User to ensure all rules are adhered to. Due to existing supply arrangements withing SSC, it may be beneficial for all parties that this is furnished through these arrangements, instead of inclusion within the bid package. Please advise.
- A119.** Correct. In the case that EC's network is managed by SSC, network switches would need to be procured with Cisco, End-User, and SSC involved (which, as far as I understand is not the case). In the case that EC manages their own network, which is what I understand to be true, the switches can be supplied through the cabling contractor (Division 27), but Cisco and End-User would need to be involved as well.
- Q121.** Several subtrades have requested a bid extension due to long pricing lead times. As such we request a bid extension to December 12th, 2024 (2pm).
- A121.** Please refer to Addendum NO. 01 C03.
- Q122.** 1. Regarding substitutions, do we need to submit for approval first, wait response from Attain, then quote; or can we simply identify in submission what the substitute product is. For example, if we want to substitute Chief, Barco Clickshare, Visionary, Samsung displays, Owl, Jabbra, ClearOne with other products that perform the same (or better) what is the process? Each request will continuously require extension of closing dates as we wait for responses. If we submit with our substituted products, we need assurance that submission is not rejected.
- A122.** All AV equipment product selections will be validated against the minimum performance specifications as defined in the project documentation.
- A138.** The Contractor should have the right to approve any potential assignments of its Contract with the Owner and satisfy itself that the assignee has the financial capability to satisfy the financial obligations of the Contract. Please consider revising SC 13 GC 1.4.2 as below to make the contract fair and equitable for both parties: 1.4.2 The Owner may assign or transfer this Contract or any part thereof to any of its assigns, PSPC, subsidiaries, affiliates, successors or other entity provided they are in an equivalent, or otherwise acceptable to Contractor, financial position as Owner, and have been approved by the Contractor, which approval shall not be unreasonably withheld.
- A138.** No changes will be made to Appendix H.
- Q139.** Recognizing that the Owner and PSPC require the right to audit; however, this requirement should not be applicable to a lump sum contract. Please deleted the new added GC 1.7.1 as this is not a standard ask for a CCDC 2-2020 stipulated price contract.
- A139.** No changes will be made to Appendix H.

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Q141. The standard CCDC 2-2020 GC 13.1 indemnification clause has been deleted in entirety and replaced with new Indemnification clause which is one sided and not reciprocal in any ways. The new indemnification clause requires the contractor to indemnify and hold harmless the Owner and PSPC even in the event that the Contractor is not legally at fault. The cap on the liability has been deleted thus this contract now has unlimited liability. In respect to the obligation to indemnify, by deleting original GC 13.1.2.3 and replacing with new GC 13.1.3, the Contractor is now held liable for indirect, consequential, punitive or exemplary damages whereas the Owner is not held liable for such indirect and consequential damages. Please reinstate the original CCDC 2-2020 GC 13.1 Indemnification Clause to make it fair, reasonable and to align with the industry standards.

A141. No changes will be made to Appendix H.

Q142. The new added SC 13 GC 1.4.2 states that the Owner may assign or transfer the contract or any part thereof to any of its assigns, PSPC etc. therefore we asked that the original CCDC 2 -2020 GC 5.1.1, GC 5.1.2 and GC 7.2.3.1 be reinstated and not be deleted as per the Supplementary Conditions so in the event the contract is being assigned, the Contractor can ensure the project funding can still be met by the potential assignee.

A142. No changes will be made to Appendix H.

Q143. The Contractor should not be held liable for pre-existing, toxic and hazardous substances which were not brought to the site by the Contractor. Contractor and Owner should afford each other a mutual indemnity as it is the industry standard and creates for a balanced risk profile to the Contractor and Owner. Please reinstate GC 9.2.7.4. It is only fair and reasonable that the Owner be responsible for pre-existing conditions on site and the Contractor be responsible for any conditions it has introduced to the site during construction. This is not only industry standard, but it is not reasonable to expect a Contractor as the party least familiar with the site, to accept the liability for any subsurface or pre-existing conditions. Please reinstate standard CCDC wording.

A143. No changes will be made to Appendix H.

Q144. SC98 deletes the original GC 9.5.3.4 clause. This amendment deletes the requirement of the Owner to indemnify the Contractor for mould that is not caused by the Contractor. It's only fair and equitable that the Contractor is afford such right. Please reinstate GC 9.5.3.4, standard CCDC 2 contractual wording. It is only fair and reasonable that the Owner be responsible for pre-existing conditions on site and the Contractor be responsible for any conditions it has introduced to the site during construction. This is not only industry standard, but it is not reasonable to expect a Contractor as the party least familiar with the site, to accept the liability for any subsurface or pre-existing conditions, including mould. Please reinstate standard CCDC wording.

A144. No changes will be made to Appendix H.

Q145. The revised GC 12.3.1 can be interpreted to extend the warranty commitment infinitely. As the Contractor's role with this contract is not that of a Design Builder, the Contractor is not the party stipulating what products are specified to be incorporated into the work. Thus, should a product fail due to it being underspecified for its intended use, it is not fair nor reasonable to expect that a Contractor be held indefinitely accountable for a product's failure to perform. Please consider adding the following paragraph at the end of the GC 12.3.1 of the supplementary conditions: "For greater certainty, the warranty period for any replaced or rectified parts and workmanship does not exceed 24 months from the date of Substantial Performance of the Work."

A145. No changes will be made to Appendix H.

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Q146. In the event that PSPC takes all or a portion of the Work and Services out of the Owner’s and thus the contractor’s hands, for any Work or Services already performed or underway please confirm that GC 7.1 Owner’s Right to Perform the Work contract provision will prevail.

A146. For any contradictions between CCDC & Appendix H- Supplementary Conditions. Appendix H will take precedence.

Q147. Please confirm that the Prompt Payment Legislation will be applied to this contract.

A147. Confirmed.

Q148. Please consider making an equitable change to this paragraph similar to revised GC 6.5.1 and GC 6.5.2 by adding following paragraph at the end of GC 6.5.6 “Notwithstanding anything to the contrary, the Contractor shall not be liable for indirect, consequential, special or incidental damages, loss of profits, loss of use, or loss of revenue”.

A148. No changes will be made to Appendix H.

Q151. "The Proponent kindly requests the following amendments be made to the documents listed below, to better align with capabilities and norms in the insurance marketplace. Suggested deletions are noted in red, suggested additions are noted in green font, and supporting commentary is listed as a sub point to each amendment in blue. Thank you for your consideration. CCDC 2 – 2020 (GC 11.1 INSURANCE) .1 General liability insurance in the name of the Contractor and include, or in the case of a single, blanket policy, be endorsed to name, the Owner and the Consultant as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the Contractor with regard to the Work. General liability insurance shall be maintained from the date of commencement of the Work until one year from the date of Ready-for-Takeover, unless Wrap-up Liability is in place for the project in which case the policy shall be maintained from the date of commencement of the Work until Substantial Completion. Liability coverage shall be provided for completed operations hazards from the date of Ready-for-Takeover on an ongoing basis for a period of 6 years following Ready-for-Takeover. • Project specific policies are intended to be in place until Substantial Completion at which time Completed Operations coverage under the project specific liability policies commence. The proposed change aligns with the proper period for which coverage under the project specific policies can be triggered. • Wrap-up Liability insurance lapses upon substantial completion at which time the completed operations period commences. Any deficiency work being carried out after Substantial Completion will be covered under the contractors operational Commercial General Liability policy. 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the

A151. No changes will be made to CCDC2-2020 other than what is stated in Appendix H. CCDC 2-2020 & Appendix H - Supplementary Conditions will form the terms of the contract. Any requests for changes can not be accommodated.

Q153. The above policies are required to pay, except where such amounts may be excluded by the terms of the Contract. With respect to Builders Risk insurance, if the cause of loss is due to Earthquake, Flood, Windstorm or any other Natural Catastrophe, the Owner shall be responsible for any deductible amounts that may be payable. • Losses due to natural catastrophes should not be the responsibility of the Contractor as these losses are not within the Contractor’s control. Supplementary Conditions to the CCDC 2 - 2020 SC107 Add new paragraph 11.1.11 as follows: “11.1.11 Miscellaneous Insurance: Contractors and Subcontractors that supply professional services must carry and provide proof of

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professional errors and omissions coverage with a coverage limit of no less than \$2,000,000 inclusive. •
As there is no design mandate, there is no exposure that shall warrant Professional Liability insurance

A153. No changes will be made to Appendix H.

Q157. Selon les conditions supplémentaires 3.4.1.1 du contrat de BGIS, page 9 du document français, il est écrit que ""L'entrepreneur ne doit pas commencer l'ouvrage avant l'examen et l'acceptation du calendrier de construction proposé par le maître de l'ouvrage et le professionnel. Aucun examen et aucune acceptation du calendrier de construction proposé par le maître de l'ouvrage et par le professionnel ne dispenseront l'entrepreneur de sa responsabilité d'exécuter l'ouvrage conformément au délai d'exécution du contrat et aux documents contractuels"". Veuillez nous indiquer combien temps est prévu pour l'examen et l'acceptation du contrat.

A157. 5 days.

Q158. What is below floor one? Is this work to be done after hours?

A158. Question is not clear. For work to be executed after hours please refer to Appendix J Section 1.3.

Q159. Dans l'Appendix D, est-ce que l'entrepreneur électricien qui est responsable d'inclure dans sa soumission le prix forfaitaire B pour les travaux du système d'alarme incendie de 80 000\$?

A159. Please refer to A97.

Q190. What is the date for the beginning of the project?

A190. Please refer to A29.

Q192. In Appendix J - RP1 GC SOW and General Instructions, in phasing, it is mentioned that the customer will need a 40-day period to move/in move/out in between phases, will the work completely stop for 40 days in between each phase, or will we be able to continue working in different phases while the customer move in/move out?

A192. Please refer to A07.

Q194. It is mentioned that all work will be done during regular hours except for work in occupied spaces, can you specify which area of the building/floors will be occupied and will require work to be done out of regular hours?

A194. Please refer to Appendix J, Section 6.3.

ALL OTHER ITEMS, TERMS AND CONDITIONS REMAIN THE SAME.

END OF ADDENDUM

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