



Business & Financial Services Department
Telephone: 604-276-4097
Fax: 604-276-4162

March 23, 2010
File 02-0775-50-3868/Vol 01

Dear Sir/ Madame,

Re: Addendum #2 T. 3868 Job Order Contract

The following change is hereby made a part of the Tender Documents as fully and wholly as if the same were fully set for the therein:

1. Does the adjustment factor include bonding?

Answer: Bidders need not include provision for bonding in the Adjustment Factor. Bonding requirements shall be evaluated by each Job Order.

2. City of Richmond Contract Agreement Clause 1 – The Work: Who is the Consultant?

Answer: The Consultant as indicated in the definitions of the CCDC2 is the “person or entity engaged by the *Owner* and identified as such in the Agreement.” The Agreement states that the Consultant will be defined by each Job Order. For the purposes of this Contract, the Consultant may be the Architect, Engineer, or entity engaged by the Owner to administer the terms of the Contract.

3. GC 2.5.2.4 – The detailed Scope of Work – Traditionally provided by the architect/ engineer along with code review, engineer inspections and drawings is very difficult to cost in this type of program. I would suggest that these costs, when required, be treated has a reimbursable (Non-Prepriced Task).

Answer: The reference to GC 2.5.2.4 could not be found. Refer to Paragraph 2.6.1.3 for responsibilities in the development of the Detailed Scope of Work. The Owner maintains primary responsibility for the development of the Detailed Scope of Work.

4. GC 2.6.3.2 – “Owners Right to Reject”: We understand your requirement for flexibility, but time to meet, prepare drawings and price the work could run into the thousands of dollars if done on a regular basis. This should be quantified in some form or provide a fee for this service when provided and work does not proceed.

Answer: While there may be instances where the Contractor may not be issued an NTP for a Job Order for which a price proposal has been submitted, it is not the intent of the Contract to utilize the Contractor exclusively for estimating services. The Contractor bears some risk of estimating projects which may not go to construction and may account for that risk in the Adjustment Factor.

5. Item 35 – GC 6.1.3 – Reference to a change in the work order with a 10% + 5% overhead and profit charge: This clause should be reviewed if the change to the work is sub-trade unit driven. Then the subcontractors fee is not included in this charge. The cost to administer a small change to the work is more than 10% + 5% fee charges identified. This change could be a trade related pay item, delivery duration issue and installation delay to the work and the 10% + 5% could be half to one-third of the real cost to perform this task.

Answer: Changes of scope are ordered by issuing a Supplemental Job Order and priced out of the Construction Task Catalogue. Refer to Item 36 of the Supplementary General Conditions for details on the procedures for the development of a Supplemental Job Order.

6. Item 36 – GC 6.2.1 – Refers to “Credit for Work”: I assume that it is a 100% credit of the unit only, not the adjustment factor.

Answer: Unless Canadian construction procurement laws prohibit this, a deductive credit is inclusive of the adjustment factor. In essence, the credit would be calculated as follows: (deducted task quantity) x (unit task price) x (adjustment factor) = total credit amount.

7. In the Construction Task Catalogue of units, have units been adjusted to include seismic work including inspections and certifications? I suggest that seismic engineering, inspection documents be reimbursable costs.

Answer: Code compliance inspection is the responsibility of the Owner. Quality Control testing is the responsibility of the Contractor and is included in the CTC. The scope documents provided will be detailed enough to permit and inspect by.

8. Page 11 Award Criteria Figure Formula

Delete the following:

I/We agree that, if we receive a Notice of Award and Purchase Order, and fail to deliver the insurance policies and certificates as required as required by paragraph 5 of this 11

and Replace with:

6. I/We agree that, if we receive a Notice of Award, and fail to deliver the insurance policies and certificates as required by paragraph 5 **of this Tender Form, then such failure shall be deemed to be a failure to enter into the Contract, and the City may award the Contract to another party.**

9. Page 16 Section 2 Bonds

Delete the following:

If required by the City of Richmond, within fourteen (14) calendar days of the request by the City of Richmond (whichever occurs first), the Contractor shall provide and pay for a Performance Bond and a Labour and Materials Payment Bond each in the amount of fifty percent (50%) of the Contract Price, covering the Owner in the event of the Contractor's failure to faithfully perform the Contract, whether from bankruptcy or otherwise, for all expenses incurred to properly complete the work, including reasonable legal fees and additional architectural or engineering fees, watchman services, heating, lighting and all similar expenses.

and replace with:

If required by the City of Richmond, within fourteen (14) calendar days of the request by the City of Richmond (whichever occurs first), the Contractor shall provide and pay for a Performance Bond and a Labour and Materials Payment Bond each in the amount of fifty percent (50%) of the **Job Order Price**, covering the Owner in the event of the Contractor's failure to faithfully perform the Job Order, whether from bankruptcy or otherwise, for all expenses incurred to properly complete the work, including reasonable legal fees and additional architectural or engineering fees, watchman services, heating, lighting and all similar expenses.

10. With the proposed H.S.T. taking the place of the present P.S.T and G.S.T., how will this be dealt with?

Answer: Bidders are requested to bid as per the Tender documents.

11. Delete the following in entirety Supplementary Conditions, For Use with CCDC2 2008 Section 35:

“Whenever the Consultant delivers a written request to the Contractor for a quotation of a possible change . . . as full payment owing for the change.

12. Questions from potential Bidders will be accepted up until 3:00 pm local time on Wednesday, March 24, 2010.

13. There will NOT be an extension to the closing date for this Tender.

Yours truly,

A handwritten signature in cursive script, appearing to read "Sumita Dosanjh".

Sumita Dosanjh
Buyer II - Contracting Specialist
City of Richmond