

Stipulated Price Bid Documents (CCDC)

Project Title: BC Cancer Office Creation

Project #: BCCCN PCI-043

Johnson Controls Canada LP
Project Delivery Services (PDS)
56 Leek Crescent
Richmond Hill, ON L4B 1H1

Telephone: 236-586-2359

Date of Issue: Wed. Feb. 28th/2024 Closing Date: Fri. Mar. 15th/2024

1.0 INVITATION

1.1. Intent

The intent of this bid call is for Johnson Controls Canada LP, Project Delivery Services (JCCLP - PDS) to obtain offers ("Bids") from interested and qualified parties ("Bidders") to perform the General Contractor Work required to complete the Renovations for the Addition of two office units as outlined within the drawings and details to BC Cancer Center for the North located at 1215 Lethbridge St., Prince George BC for a Stipulated Price, in accordance with the Contract Documents.

1.2. Intent to Bid

1. It is important that JCCLP - PDS receive a reply from all Invited Bidders of their intent to bid or decline.

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 JCCLP PDS on behalf of a Bidder for any error, omission, or negligence on its part, unless JCCLP PDS in its sole discretion decides otherwise.
- 2. Bidders agree to prepare and submit Bids at their own cost.
- 3. JCCLP PDS 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 JCCLP PDS fully signed, together with other documentation as required in the *Contract Documents*.

4. Confidentiality

- 1. JCCLP PDS 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 JCCLP PDS without the prior written approval of JCCLP PDS, 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 JCCLP PDS (or its respective affiliates), or refer to this bid call in any advertisement or other promotional messages without the prior written consent of JCCLP PDS, as applicable.

1.4. Bid Call

 Bids signed under seal, executed, and dated will be received by JCCLP at, JCCLP

Attention: Len Lewis

Via Email: lewis@jci.com

Before the time of bid closing of 2:00 pm (PST) as designated by the Reception Desk Clock, on the 15th day of March 2024 (Bid Closing Date)

- 2. Each submission must clearly identify the Proponent's name, Project name, location and JCCLP project number. 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.
- 3. Bids received after the time and date noted in the bid posting will be excluded from consideration.
- 4. Bids will not be opened in public. Bids shall be opened after the above time for bid closing.
- 5. 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 may be submitted by email and must be received prior to the Closing Time on the 15th day of March, 2024 (Bid Closing Date)
- 6. All erasures, revisions, or corrections to the Bidder's entries on the Bid Form shall be initialed by the Bidder.
- 7. Bids and amendments to submitted Bids submitted by telephone will not be considered by JCCLP.

2.0 CONTRACT AND BID DOCUMENTS

2.1. Definition

- 1. Contract Documents: As defined in the Contract;
- 2. Bid Documents: Instructions to Bidders, On-line Bid Submission 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 Bid Submission Form.
- 4. Unofficial "As Submitted" Bid Information has the meaning defined in Section 5.3 below
- 5. 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 electronically from the Stantec OneDrive folder site which has been distributed via email.
- 2. Upon receipt of *Bid Documents*, Bidders shall verify that the documents are complete. Bidders shall immediately notify JCCLP PDS if the *Bid Documents* are incomplete or upon finding discrepancies or omissions in the Bid Documents.

2.3. Enquiries & Addenda

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

JCCLP

Attention: Len Lewis

Via Email: len.lewis@jci.com

- 2. Addenda may be issued by JCCLP PDS during the bidding period. Bidders will be notified via email when Addenda have been made available. All addenda become part of the Contract Documents. Include all costs of all addenda in *Bid Price*.
- 3. JCCLP PDS 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. JCCLP PDS 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 JCCLP - PDS. Any attempt by a Bidder or any of its employees, agents, contractors or representatives to contact any person other than the JCCLP - PDS contact person named above with respect to this Tender will entitle JCCLP - PDS 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
 - Where the Bid Documents stipulate a particular Product, requests to use unsolicited alternatives made less than **Five** calendar days before the Bid Closing Date will not be considered by JCCLP - PDS.
 - When a request to use an unsolicited alternative is made, JCCLP PDS 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 JCCLP PDS prior to the Bid Closing Date shall not be included in the Bid Price.
 - 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 JCCLP PDS if submitted as an attachment to the Bid Form.

- 6. Requests for unsolicited alternatives submitted with the Bid Form will be evaluated by JCCLP PDS and either included in, or excluded from, the Contract. Subject to Article 2.4.1.1 above, JCCLP PDS 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

 Where alternatives are identified and described within the specification and Bid Form for pricing, JCCLP - PDS 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 JCCLP - PDS.

3.0 SITE ASSESSMENT

3.1. Site Examination

- 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. Site review can be scheduled with Project Manager via email to len.lewis@jci.com
- 2. Clarifications and/or revisions to the tender documentation which result from the/a walkthrough will be distributed to the Proponents by addenda.
- 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 JCCLP PDS's sole discretion.
- 4. JCCLP PDS 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

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. Substantial Performance of the Work is proposed to be the **30th day of April**, **2024**.

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

- Each Bid must be submitted via email to Len.Lewis@JCI.Com and clearly identify the Bidder's name, Project name, location and JCCLP 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. In addition to the Bid Form proponents are requested to submit their Schedule of Values by discipline. All Bid Form Supplements are to be completed and included with the Bid. Bids for Work valued at \$150,000 or greater shall include:
 - 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 JCCLP - PDS 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. Such agreements or undertaking must be in a commercially reasonable form and name JCCLP PDS 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 JCCLP - PDS in its sole discretion may render a Bid non-compliant.

2. Submit the following Supplements as part of the bid submission.

1. Appendices – as checked below;

Appendix "B"	List of Subcontractors	\boxtimes
Appendix "C"	List of Unit Prices	\boxtimes
Appendix "D"	List of Alternative Prices	
Appendix "E"	List of Separate Prices	
Appendix "F"	List of Cash Allowances	
Appendix "G"	JCCLP - PDS Contractor Health,	
	Safety and Environmental Policy	\boxtimes
	Handbook	

- 2. 10% bid bond or bid deposit (for Work valued at \$150,000 or greater) in accordance with Article 5.1.1.1;
- 3. Agreement to provide final security (for Work valued at \$150,000 or greater) in accordance with Section 5.1.1.2.

- 3. Bids that are, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may, at JCCLP PDS's sole discretion, be declared non-compliant.
- 4. Bids with Bid Forms and Bid Form Supplements which are improperly prepared may, at JCCLP PDS' sole discretion, be declared non-compliant.
- 5. Bids based upon an unreasonable time duration for the completion of the Work may, at JCCLP PDS' sole discretion, be declared non-compliant.
- 6. All submitted Bids and supporting documentation become the property of JCCLP PDS 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, JCCLP PDS reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the Bid process, public disclosure of Unofficial "As Submitted" Bid Information, 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, JCCLP PDS, in its sole and absolute discretion:
 - 1. reserves the right to accept or reject any or all of the Bids;
 - 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 JCCLP PDS 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.
 - reserves the right to not be bound to explain any decision to the Bidder(s). JCCLP
 PDS may, at its own discretion, release the name of the successful Bidder.
- 4. Bidders expressly waive any right to make any claim against JCCLP PDS for any matter arising from JCCLP PDS exercising its rights set forth in this document.
- 5. After acceptance by JCCLP PDS, the successful Bidder will be notified in writing.
- 6. JCCLP PDS 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 JCCLP PDS in any way unless and until JCCLP PDS 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 JCCLP PDS, or otherwise fails to comply with its obligations under the Bid Documents, JCCLP PDS 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. JCCLP PDS may disqualify the Bids of parties with whom JCCLP PDS or the Owner is engaged in any form of a dispute (or reasonably anticipates to be).

END OF INSTRUCTIONS TO BIDDERS

<u>Stipulated</u> Bid Form Acknowledgement

Project	/Contract – BC Cancer Center for the North- Office Creation
<u>Project</u>	/Contract # - BCCCN-PCI-043
From (Bidder):
	Company Name
	Street Address information
	City/Town, Province and Postal Code
<u>To (Ow</u>	ner); Johnson Controls LP
	Attn: Len Lewis Via Email: len.lewis@jci.com
comple	on of the <i>Work</i> , hereby offer to perform the <i>Work</i> in a sound, careful and workmanlike manne te in all respects to the entire satisfaction of JCCLP - PDS, and in accordance with all the term nditions of the Bid Documents.
\$	in Canadian Dollars, excluding Value added Taxes
<u>(amou</u>	nt in figures)
WE, th	e undersigned declare that:
(a)	we agree to perform the <i>Work</i> within the required completion times specified in the Bi Documents (or if no such times are specified, to attain <i>Substantial Performance of the Work</i> before
(b)	we have arrived at this Bid without collusion with any competitor.
(c)	this Bid is open for acceptance by JCCLP - PDS for a period of sixty (60) days from the Bi Closing Date;
(d)	all Bid Form Supplements called for by the Bid Documents form an integral part of this Bid; an
(e)	we agree to provide signed acknowledgement and acceptance of the JCCLP - PDS Contractor Health, Safety and Environmental Policy Handbook prior to commencement of the work awarded.

<u>Stipulated</u> Bid Form Acknowledgement

SIGNATURE(S):			
Signed and Submitted by:			
Company name	Company name		
Name and title of authorized signing officer	Name and title of authorized signing officer		
Signature of authorized signing officer	Signature of authorized signing officer		
Name of witness	Name of witness		
Signature of Witness	Signature of Witness		
Dated thisday of, 20	Dated thisday of, 20		

Appendix "A" - List of Bid Documents

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

- 1. Instructions to Bidders
- 2. Bid Form Acknowledgement
- 3. Appendix "A" List of Bid Documents
- 4. Additional Appendices as checked below;

Appendix "B"	List of Subcontractors	\square
Appendix "C"	List of Unit Prices	\boxtimes
Appendix "D"	List of Alternative Prices	
Appendix "E"	List of Separate Prices	
Appendix "F"	List of Cash Allowances	
Appendix "G"	JCCLP - PDS Contractor Health,	
	Safety and Environmental Policy	\boxtimes
	Handbook	

- 5. CCDC 2 2008 Reference Documents
 - Agreement Form Between Owner and Contractor
 - Definitions
 - General Conditions of the Stipulated Bid Contract
- 6. Supplementary Articles
- 7. Supplementary Definitions
- 8. Supplementary Conditions
- 9. List of Specifications & 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 JCCLP PDS'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 JCCLP and the BC Cancer Center for the North have mandated for the performance of the following scopes of work: JCI for HVAC Controls, JCI for Fire Alarm system and verification, Houle Electric for Security and Access Control systems.
- .6 The following are the Subcontractors which the undersigned proposes for the performance of the Work:

B	Subcontractor	
Division or Section of Work	Name	Business Type
List Division or Section of Work		
Mechanical	JCI	HVAC Controls
Electrical	JCI/Tyco Fire & Security	Fire Alarm systems & Verification
Electrical	Houle Electric	Security and Data (CCTV, Access Control, Duress Alarm
	,	1
	 Signature	 Date

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.

Hait of Moule	Unit Price (\$)		
Unit of Work	Addition	Deletion	
List unit of work, including unit measurement	\$	\$	
Infection Control Hoarding			
	•		
Signature		Date	

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 be calculated on the basis of these additions to or deductions from the Stipulated Price as directed by JCCLP PDS 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 for a substituted item or section of work 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 Allegeration	Effect on Stipulated Price	
Description of Alternative	Addition	Deletion
Alternative No. 1	\$	\$
Alternative No. 2:	\$	\$
Alternative No. 3:	\$	\$
Alternative No. 4:	\$	\$
Alternative No. 5:	\$	\$
_		
Signature		Date

Appendix "E" - List of Separate Prices

- .1 This Appendix shall form an integral part of the Bid Form.
- .2 The undersigned agrees that the final Contract Sum will be calculated on the basis of these additions to the Stipulated Price as directed by JCCLP - PDS and that the amounts of the separate prices shall be held for sixty (60) days after the award of the contract.
- .3 The undersigned understands and agrees that these separate prices exclude Valued Added Taxes (GST).

Herewith is the List of Separate Prices to which reference is made on the submitted Bid

.4 Form for the above noted Project.

Description of Work	Price (\$)
Separate No. 1:	
Description of work	\$
Separate No. 2:	
	\$
Separate No. 3:	
	\$
Separate No. 4:	_
	\$
Separate No. 5:	
	\$
Signature	Date

Appendix "F" - Cash Allowances

- .1 This Appendix shall form an integral part of the Bid Form.
- 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 JCCLP PDS 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 (\$)
Cash Allowances No. 1:	\$
Cash Allowances No. 2:	\$
Cash Allowances No. 3:	\$
Cash Allowances No. 4:	\$
Cash Allowances No. 5:	\$

Date

Signature

Appendix "G" JCCLP - PDS Contractor Health, Safety and Environmental Policy Handbook

The "JCCLP - PDS 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.

BIDDERS REQUIREMENT IS TO PROVIDE A SIGNED COPY OF THE JCCLP CONTRACTOR HEALTH, SAFETY AND ENVIRONMENTAL POLICY ACKNOWLEDGEMENT FORM WITH BID SUBMISSION. ENSURE THIS IS PROVIDED WITH BID SUBMISSION.

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 JCCLP - PDS 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 JCCLP - PDS'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.

SA2.2 Add new paragraph 6.2 as follows:

"In the case of any delay claims, legal claims or demands, a copy of such *Notice* in *Writing* shall be delivered to:

JCCLP - 56 Leek Crescent Richmond Hill, ON L4B 1H1

Attn: Legal"

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.

Supplementary Articles

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 – Client

Add new paragraph 27 as follows:

27. Client

Client means the Registered Owner, 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.

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.

SC1.2 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 the *Client*.

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 the *Client* are mentioned or used or in which words are used from which any connection with the *Owner* or

the *Client* 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:

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 *Client*.

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 JCCLP - PDS'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 *Client's* own forces and by other contractors retained by *Client.*" 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 *Client*" after the word "Owner's" in the first line of paragraph 3.2.3.

SC9.5 Paragraph 3.2.3.1:

Add the words ", Client," after the word "Owner" in paragraph 3.2.3.1.

SC9.6 Paragraph 3.2.3.2:

Add the words "Client" after the word "contractors" in paragraph 3.2.3.2.

SC9.7 Paragraph 3.2.3.3:

Add the words ", or *Client*," 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 *Client'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 *Client'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 *Contracto*. 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.

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

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 *Client* 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 *Client* 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 GC 3.14 INTERFERENCE

SC17.1 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*,
- .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.

SC18 GC 3.15 PERFORMANCE BY CONTRACTOR

SC18.1 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*.

SC19 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SC19.1 Paragraphs 5.1.1 and 5.1.2:

Delete paragraphs 5.1.1 and 5.1.2 in their entirety.

SC20 GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

SC20.1 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.

SC20.2 Paragraph 5.2.10:

Add new paragraph 5.2.10 as follows:

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.

SC21 GC 5.3 PROGRESS PAYMENT

SC21.1 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.

SC21.2 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.

SC22 GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

SC22.1 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.

SC23 GC 5.7 FINAL PAYMENT

SC23.1 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.

SC23.2 Paragraph 5.7.4:

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

SC23.3 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:

- .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*.

SC24 GC 5.10 CLAIMS FOR LIEN

SC24.1 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*, 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.

SC25 GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

SC25.1 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:

- .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.

SC26 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC26.1 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.

SC27 GC 6.5 DELAYS

SC27.1 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.

SC27.2 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.

SC28 GC6.7 VALUATION OF CHANGES AND DETERMINATION OF COSTS

SC28.1 Add new GC 6.7 VALUATION OF CHANGES AND DETERMINATION OF COSTS as follows:

GC 6.7 VALUATION OF CHANGES AND DETERMINATION OF COSTS

- 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;
 - 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;
 - 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.
- 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.
- SC29 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT
- SC29.1 Paragraph 7.1:

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

SC29.2 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.

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*.

SC30 GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

SC30.1 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.

SC30.2 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.

SC30.3 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.

SC30.4 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*.

SC31 Paragraph 7.2.6:

SC31.1 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*.

SC31.2 Paragraph 7.2.7:

SC31.3 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.

SC32 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.

SC33 GC 9.1 PROTECTION OF WORK AND PROPERTY

SC33.1 Paragraph 9.1.1:

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

SC33.2 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.

SC33.3 Paragraph 9.1.3:

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

SC33.4 Paragraph 9.1.4:

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

SC34 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC34.1 Paragraph 9.2.1:

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

SC34.2 Paragraph 9.2.2.1:

Insert the words "have " *Client*" 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.

SC34.3 Paragraph 9.2.2.2:

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

SC34.4 Paragraph 9.2.3:

Delete the words "take all reasonable steps to" and substitute the words "request that

Client" after the word "shall" in the first line of paragraph 9.2.3.

SC34.5 Paragraph 9.2.4:

Delete the words "the *Owner*" and substitute the words "*Client*" after the word "otherwise," in the first line of paragraph 9.2.4.

SC34.6 Paragraph 9.2.5.2:

Add the words "Client through" after the words "disclosed by" in the third line of paragraph 9.2.5.2.

SC34.7 Paragraph 9.2.7

Delete the words "at the *Owner's* own expense" from the end of paragraph 9.2.7.

SC34.8 Paragraph 9.2.7.1:

Add the words "request that *Client*" to the beginning of paragraph 9.2.7.1.

SC34.9 Paragraph 9.2.7.4:

Delete paragraph 9.2.7.4 in its entirety.

SC34.10 Paragraph 9.2.8.2:

Add the words "Client property," after the words "damage to the Work," in the first line of paragraph 9.2.8.2.

SC35 GC 9.4 CONSTRUCTION SAFETY

SC35.1 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

SC35.2 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.
- 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 *Client* include in it 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 12 directions and instructions from the *Contractor* with respect to occupational health and safety and related matters at the *Place of the Work*.

SC36 GC 9.5 MOULD

SC36.1 Paragraph 9.5.2.2:

Add the words "Client property," after the words "damage to the Work," in the first line of paragraph 9.5.2.2.

SC36.2 Paragraph 9.5.3:

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

SC36.3 Paragraph 9.5.3.1:

Add the words "request that *Client*" to the beginning of paragraph 9.5.3.1.

SC36.4 Paragraph 9.5.3.4:

Delete paragraph 9.5.3.4 and its entirety.

SC37 GC 10.2 LAWS, NOTICES, PERMITS AND FEES

SC37.1 Paragraph 10.2.2:

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

SC37.2 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.

SC37.3 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.

SC37.4 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.

SC 37.5 Paragraph 10.2.6:

Add new paragraph 10.2.6 as follows:

10.2.6 – The *Contractor* agrees to perform the *Work* in accordance with the policies of the *Owner* and/or its *Client* which include but are not limited to policies relating to the "Supplier Code of Conduct" and "Health, Safety and Environment" which may have been shared with the *Contractor* in advance or otherwise made available on the *Owner's* website at https://www.johnsoncontrols.com/suppliers The *Contractor* further agrees to perform the *Work* in a manner that does not impair, threaten or compromise the relations the *Owner* has with the public, governmental authorities or its clients, suppliers, employees and/or competitors.

SC38 GC 10.4 WORKER'S COMPENSATION

SC38.1 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.

SC39 ANTI-BRIBERY

SC39.1 Add new GC 10.5 ANTI-BRIBERY as follows:

"GC 10.5 ANTI-BRIBERY

- 10.5.1 The *Contractor* declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the *Owner* or *Client* or to a member of the family of such a person, with a view to influencing the entry into the *Contract* or the administration of the *Contract*.
- 10.5.2 The *Contractor* must not influence, seek to influence or otherwise take part in a decision of the *Owner* or *Client* knowing that the decision might further its private interest. The *Contractor* must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the *Contract*. If such a financial interest is acquired during the period of the *Contract*, the *Contractor* must immediately declare it to the *Owner*.
- 10.5.3 The *Contractor* warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the *Contract*.

In the event the *Contractor* becomes aware of any matter that causes or is likely to cause a conflict in relation to the *Contractor's* performance under the *Contract*, the *Contractor* must immediately disclose such matter to the *Owner* in writing.

10.5.4 If the Owner is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Owner's attention, the Owner may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently."

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 "JCCLP - PDS and *Client*" (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, JCCLP - PDS to be given 30 days written notice of cancellation or any changes within the policy.

SC41 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 \$500,000.00 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:

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.

SC44 GC3.13 CLEAN UP

SC44.1 Add new paragraph 3.13.4 and 3.13.5 as follows:

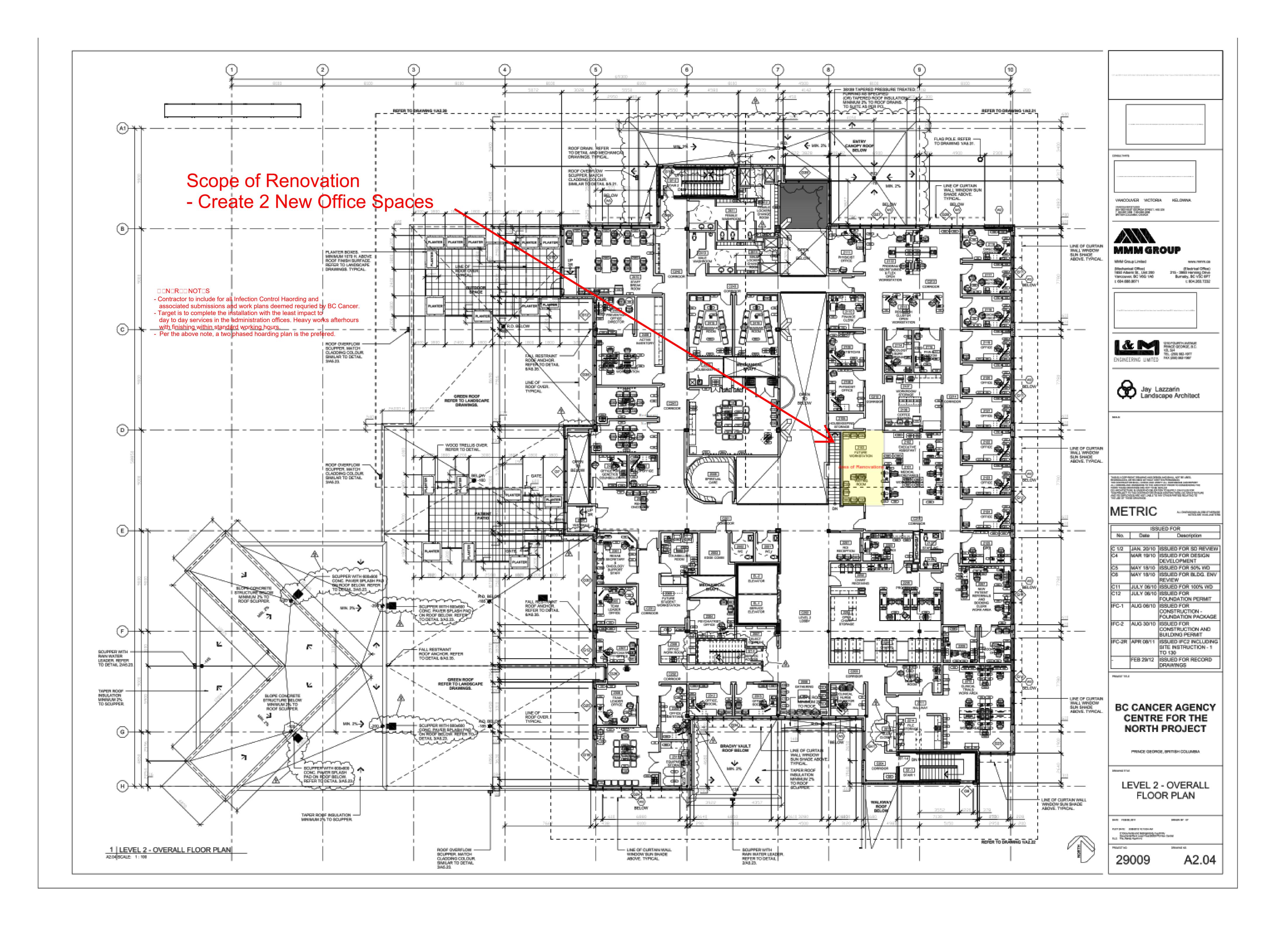
3.14.4 On all projects exceeding \$80,000 in value, and situated in southern Vancouver Island (Victoria and surrounding area) and the Lower Mainland, the *Contractor* shall incorporate a Construction Waste Management Plan which results in at least 80% of the construction waste being reused or recycled.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

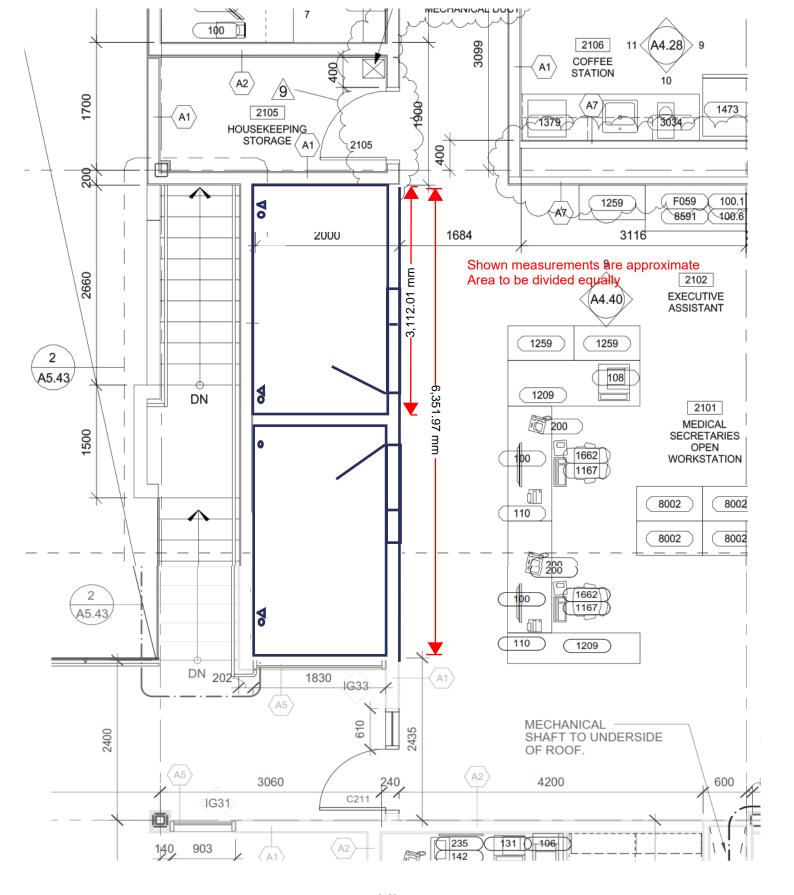
3.14.5 On all projects exceeding \$80,000 in value, and situated outside of southern Vancouver Island (Victoria and surrounding area) and the Lower Mainland, the *Contractor* shall incorporate a Construction Waste Management Plan and construction waste is to be reused and recycled where possible and reasonable. The results are to be documented and provided to the *Owner*.

END OF SUPPLEMENTARY CONDITIONS

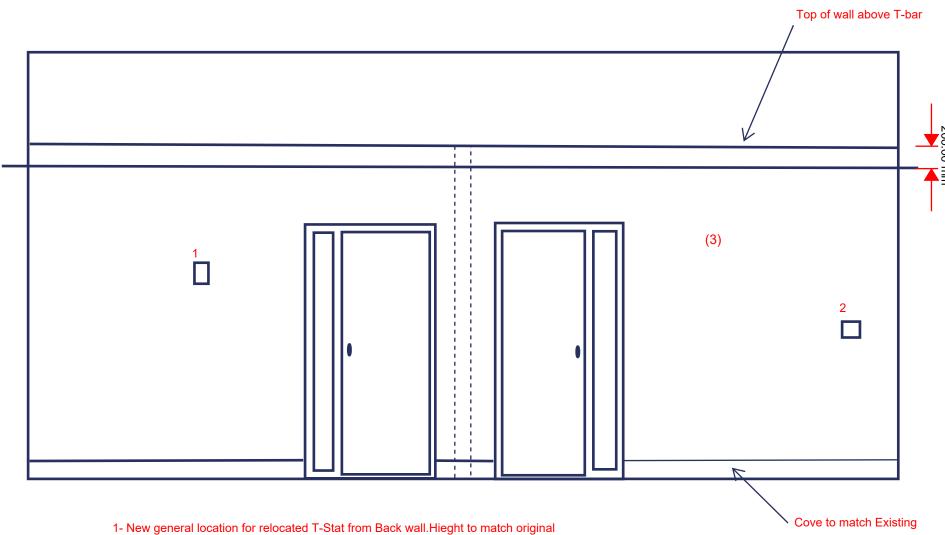
List of Drawings & Specifications

Reports, Specifications and Drawings listed below and appended to this Section apply to work of the Contract generally and form part of the Contract Documents.
As attached to this RFQ PDF- PCI-043 Lv 2 Admin Office DD





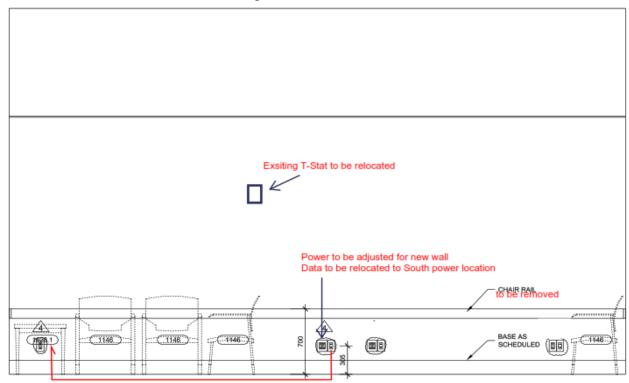
Proposed New Office Lay-out



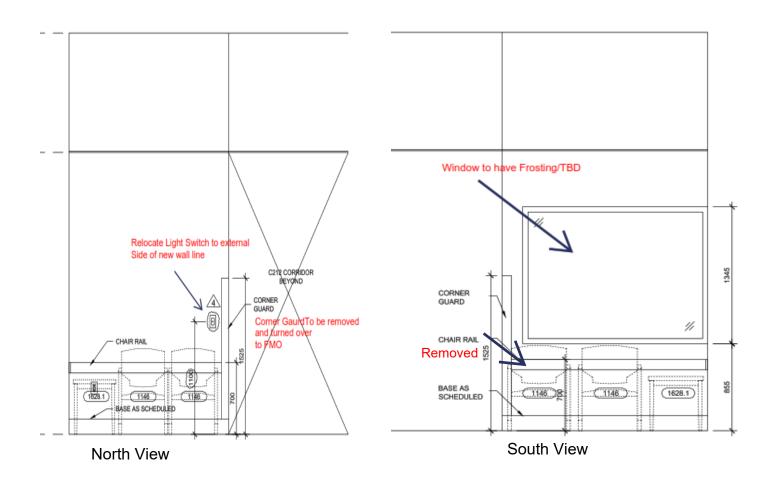
- 2- New general location of reloacted Light Switch
- (3) All new Walls to be infilled with RockWool for Acoustics

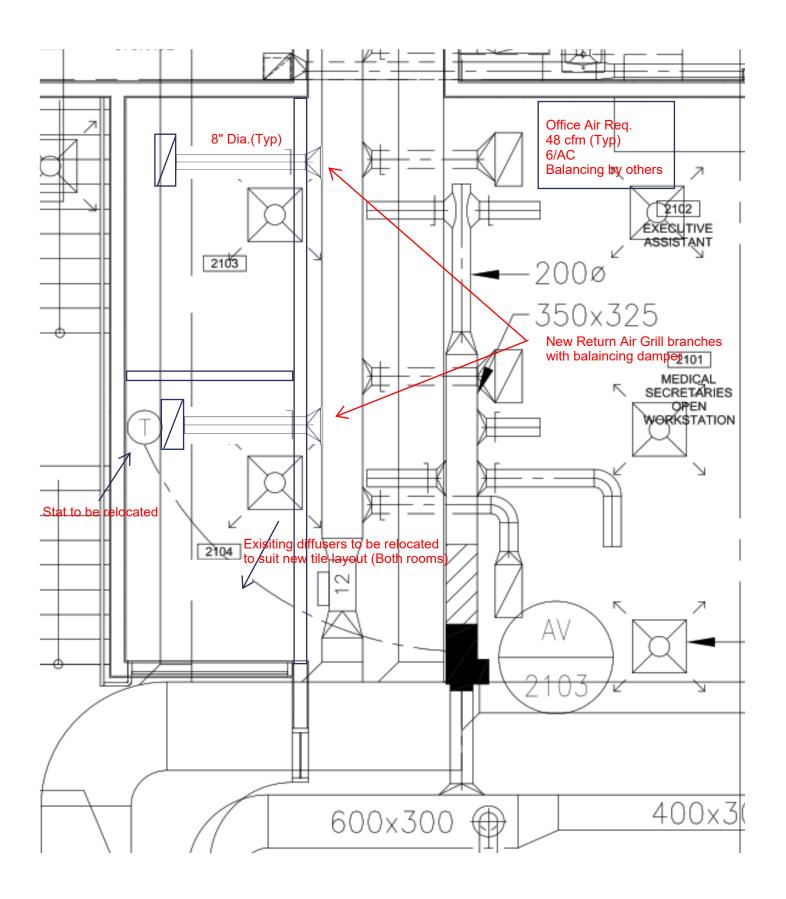
New T-Bar grid adjusted to suit Lighting and services New Tile in offices to be Acoustic Rated Tile- USG Mars 88185 NRC 0.75 Exisiting lighting adjusted to new T-bar grid- Lights to be on Occupancy Sensors off exisiting main switch. New dividing wall centered to space Stud cavity to be filled with RockWool Insulation noted in all new walls for Acoustic management Ex Dp&Data ExDp Relocated Data Ex Dp&Data Ex Dp

Exisiting Room Demo/Details

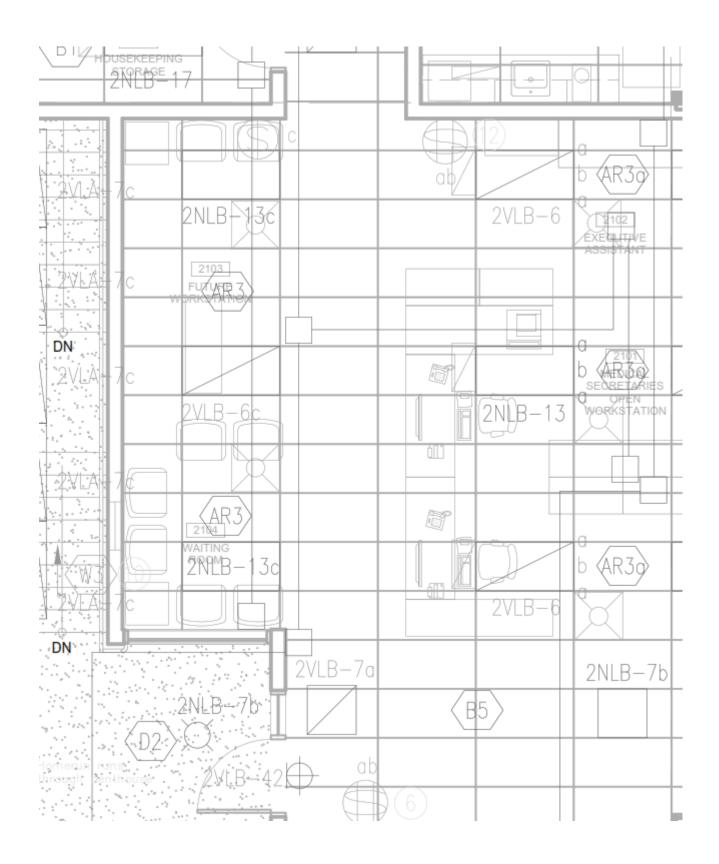


West View

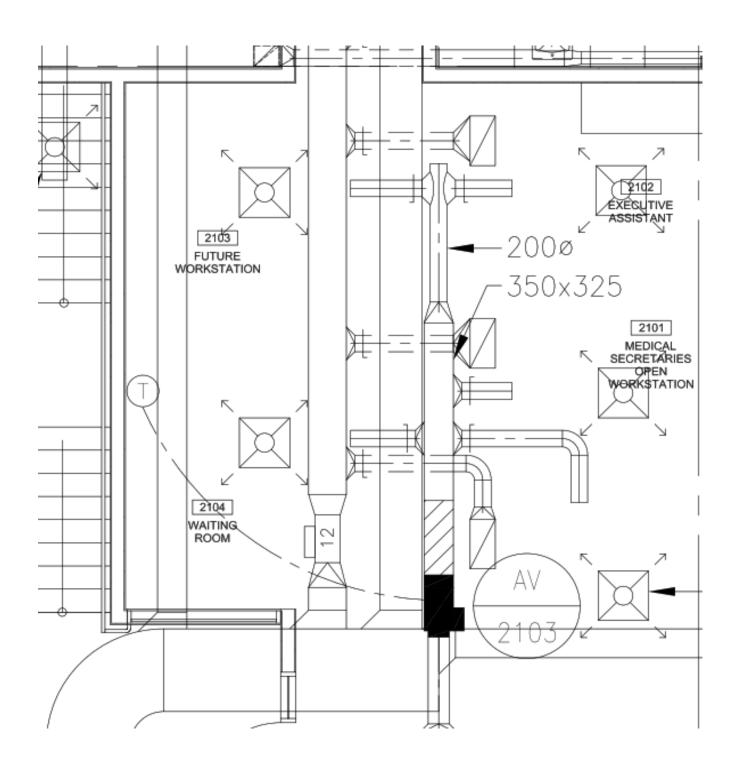




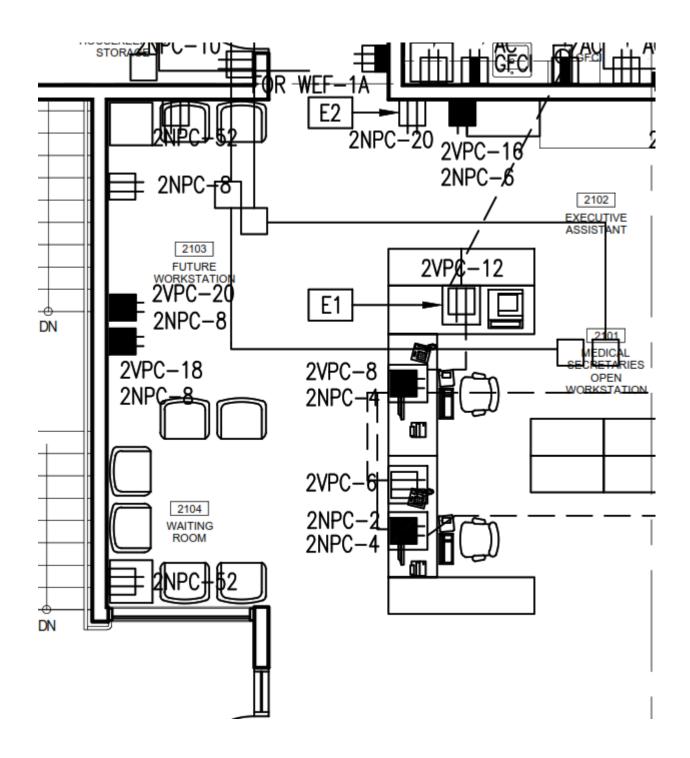
New Mechanical



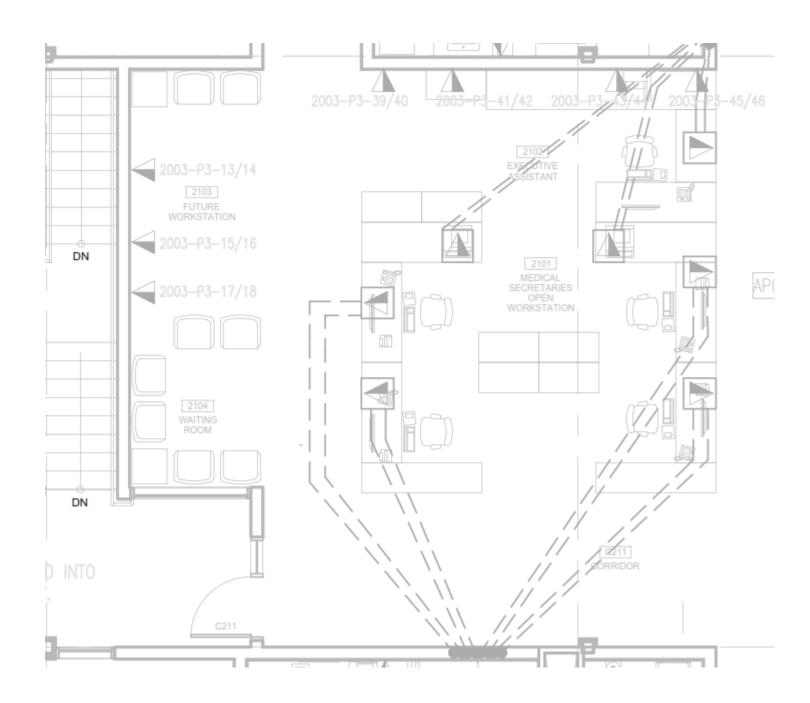
Existing Ceiling Grid and Lighting



Existing Mechanical

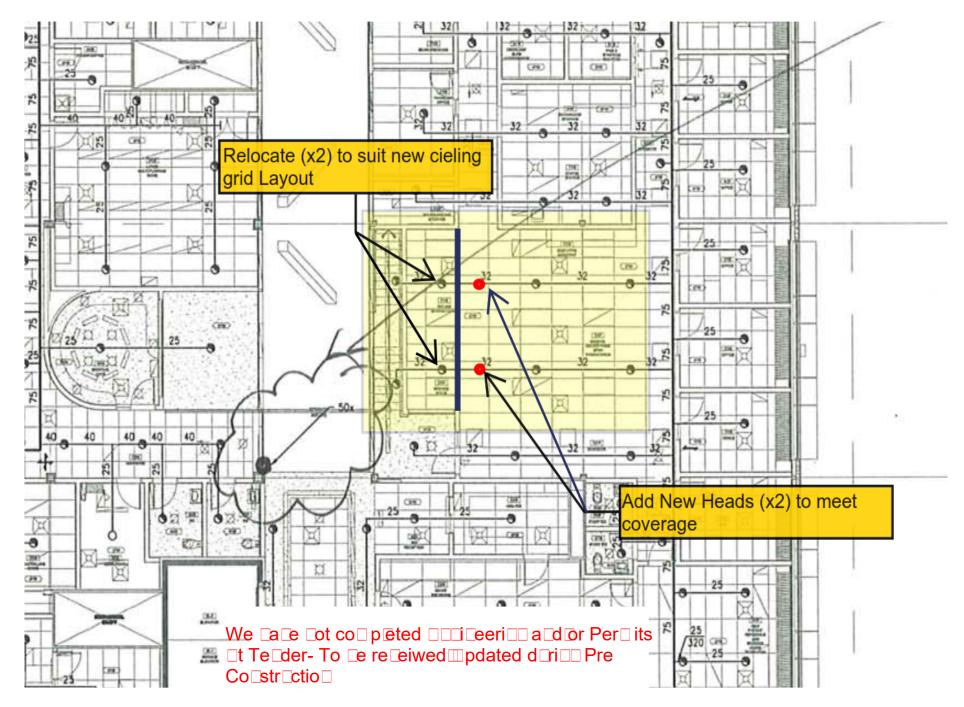


Exisitng Power



Existing Data

Fire Protection



Abbreviations:

General Notes Regarding Finishes:

11. 12.

CONC CPT F F-S GL GWB P RB SAT SS WP	Exposed concrete floor Carpet Sheet vinyl flooring Non slip sheet vinyl flooring Glazing Gypsum Wall Board Paint Rubber base Suspended Acoustic Tile Solid surface Wall Protection	1. 2. 3. 4. 5. 6. 7.	This schedule is meant as a guide. Refer to architectural floor plans, reflected ceiling plans, interior elevations and details for specific requirement regarding finishes and ceiling/ bulkhead heights and locations. Finish Schedule Legend - (example) - F1 indicates flooring type 1. Refer to building specification section for specific product types and drawings for specific locations. refer to finish plan drawings for locations of flooring and wall colour locations. walls not noted should be patined P1. refer to millwork details for location of additional finishes. all wood doors and millwork to be plastic laminate unless noted otherwise. all hollow metal doors and pressed steel frames to be painted P refer to door schedule for door and frame types. paint all exposed piping to match adjacent surface colour unless noted otherwise. all millwork cabinets to be installed after flooring. All millwork to have a plastic laminate base unless
		0.	noted otherwise.
		10.	Interior of millwork cabinets to be finished with plastic laminate.

Room #	Room Name	Floor	Base	Walls			Ceiling	WP	WD	Comment
Koom #				North	East	South	West	Cennig	VVI	Comment
2110	Finance Clerk	CPT Y	RB1	P11	P1	P1	P1/ GL	SAT		

room to be non-porous and washable.

	<u>Make</u>	<u>Type</u>	<u>Specifics</u>	Notes
Paints	1015 1 1			
P1	ICI Paint	50YY 83/029	Natural White	
P2	ICI Paint	30YY 39/225	Thomas Point Light	
P3	Benjamin Moore	2007-10	Smoldering Red	
P4	General Paint	CL 3073W	Modesto	
P6	General Paint	CL2935D	Seaweed	
P7	ICI Paint	30BG 37/110	Seacliff	
P8	ICI Paint	77BG 57/234	Blue Chiffon BLUE V	VEIL 90BG 63/072
P9	ICI Paint	90YY 62/264	Cabbage Patch	
P11	General Paint	CL2812W	Telegram	
P13	ICI Paint	69BC 77/076	Ice Age	
P14	ICI Paint	50YY 57/082	Lexington Park	

All exposed concrete flooring to be sealed per specification.

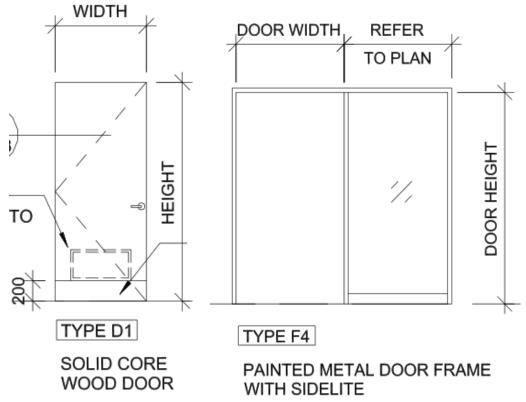
For rooms designated with Iso 7 clean room classification, ensure all floors, walls, and ceilings in the

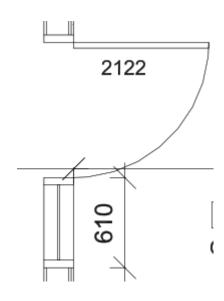
				Door	Schedule)						
Door No	From Room: Number	From Room: Name	To Room: Number	To Room: Name	Width	Height		Frame Type	RATING	DOOR PRT'N	HARD WARE GROUP	Comments
2122	C214	CORRIDOR	2122	OFFICE	914	2134	D1	F4			01	

Corú Resswi cassette e ed to ad incscare tipe Done Tie caller is a specia order fro Tride to





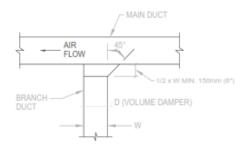




GRILLE AND DIFFUSER SCHEDULE Tag Description Model Finish Ceiling Make Construction Frame Accessories E-1 Return/Exhaust Grille E.H. Price 80 B12 TSF T-Bar Balancing Damper Aluminum Reuse Existing Supply Diffuser S-1 Supply Diffuser E.H. Price SPD Steel B12 Type 31 T-Bar Volume Balancing Damper

	60°	
SIZE OF — DIFFUSER	1/2 x DIA. MIN. 150mm (6°)	
	DIA.	

TYPICAL ROUND BRANCH DUCT TAKE-OFF N.T.S. MYSD #3007



TYP. RECTANGULAR BRANCH DUCT TAKE-OFF N.T.S. (NOT TO BE USED ON V.A.V. SYSTEMS) M/SD #3007

	PE	ENDENT APPROVALS/LISTING	GS	
SIN	V2801	V4201	V2708	V3406
Nominal K Factor Imperial	2.8	4,2	5.6	8.0
Nominal K Factor S.I. ²	4.0	6.1	8.1	11.5
Orientation	PENDENT	PENDENT	PENDENT	PENDENT
Escutcheon	Flush/Extended	Flush/Extended	Flush/Extended	Flush/Extended
		Approved Tempera	ture Ratings F°/C°	
cULus	135°F/57°C 155°F/68°C 175°F/79°C 200°F/93°C 286°F/141°C	135°F/57°C 155°F/68°C 175°F/79°C 200°F/93°C 286°F/141°C	135°F/57°C 155°F/68°C 175°F/79°C 200°F/93°C 286°F/141°C	135°F/57°C 155°F/68°C 175°F/79°C 200°F/93°C 286°F/141°C
FM	-	-	135°F/57°C 155°F/68°C 175°F/79°C 200°F/93°C 286°F/141°C	135°F/57°C 155°F/68°C 175°F/79°C 200°F/93°C 286°F/141°C
CCC K-ZSTX	-	-	155°F/68°C 200°F/93°C 286°F/141°C	155°F/68°C 286°F/141°C