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Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British Columbia  
V6Z 0B9  
Bid Fax: (604) 775-9381

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise  
indicated, all other terms and conditions of the Solicitation  
remain the same.

Ce document est par la présente révisé; sauf indication contraire,  
les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Pacific  
Region  
800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British C  
V6Z 0B9

<b>Title - Sujet</b> Roofing Remediation, Stage 1	
<b>Solicitation No. - N° de l'invitation</b> F1737-200109/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> F1737-200109	<b>Date</b> 2021-01-19
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWY-036-8904	
<b>File No. - N° de dossier</b> PWY-0-43166 (036)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Pacific Standard Time PST <b>on - le 2021-02-04</b> Heure Normale du Pacifique HNP	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Martin (PWY), Delia	<b>Buyer Id - Id de l'acheteur</b> pwy036
<b>Telephone No. - N° de téléphone</b> (778) 707-2139 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DFO – Pacific Geoscience Centre – Institute of Ocean Science – Sidney, BC	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation  
F1737-200109/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY036

Client Ref. No. - N° de réf. du client  
F1737-200109

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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This Amendment #001 is raised to issue an Addendum.

Please see Addendum No. 1 attached.

The addendum will form part of the contract documents.

**All other terms and conditions remain unchanged.**

## **ADDENDUM #1**

The following changes in the tender documents are effective immediately. This Addendum will form part of the contract documents.

### **REFERENCE SPECIFICATIONS AS FOLLOWS:**

1. Section 07 52 00 1.6.3 where it states 'that all work should be done by a member of the RCABC'
2. Section 07 52 00 1.13.2 where it states that 'There will be no Installation Guarantee for work of this section'. This section then notes that all work will be inspected. As long as work is carried out to RCABC, CRCA, or manufacturers specification, membership of the RCABC is not a requirement as long as there standards are met
3. Section 07 52 00 1.13.4 'The Contractor shall obtain from the manufacturer of the elastomeric bitumen membrane system, a written warranty stating that its products are free from manufacturing defects and shall provide a waterproof surface for 20 years after installation. If infiltration happens due to faulty material, the manufacturer shall make the necessary repairs, at its expense' This section provides all the warranty requirements for the project, and is available to all recognized installers for major manufacturers, both throughout the Province and the whole of Canada. This section does not contravene the CFTA, and actually enhances it by providing opportunities to recognized, and manufacturer approved contractors.

I feel that there are two rules within the CFTA that have not been adhered too, specifically;

4. Article 502 (General Principles), paragraphs 2(b) and 3(b). To the extent that only BC suppliers are eligible for membership in the Roofing Contractors Association of British Columbia (RCABC), this requirement effectively prevents suppliers based outside of BC from bidding on the project and treats the suppliers of other provinces less favourably than BC suppliers.
5. Article 509 (Technical Specifications and Tender Documentation), paragraphs 1 and 3. By requiring RCABC membership, the procuring entity is arguably using technical specifications referring to a particular trademark, trade name, patent, copyright, design, type, specific origin, producer or supplier. The procuring entity has not indicated that it will accept tenders of equivalent goods and services that demonstrably fulfil the requirement of the procurement by including in the tender documents words such as "or equivalent." Note that the term "technical specification" is defined within Chapter 5.

### **ANSWERS TO QUESTIONS**

1. Sections requiring RCABC membership have been removed. Specifically, section 07 52 00.1.6 Quality Assurance has been deleted and replaced with the following text:

“ Guarantee:

.1 Provide a full-system roofing guarantee provided by the RCABC Guarantee Corp., or a pre-approved alternate equivalent. Proof of an equivalent guarantee must be submitted to the Owner prior to the Tender Close. The Guarantee must:

- .1 be underwritten by an industry recognized Guarantor,
- .2 who is financially independent of the installer or the material or system manufacturer.
- .3 with no fewer than twenty years' experience underwriting roofing and waterproofing assemblies.

.2 be issued for a ten (10) year guarantee period.

.3 cover materials and workmanship, without penalty for depreciation.

.4 extend coverage for the project up to the full original value of the contract, for the duration of the Guarantee period.

The Guarantee must

.1 provide written assurance to a building Owner against leaks arising from the failure of materials, or against the failure of workmanship performed by the bonded installer.

.2 furnish the Owner with an established claims process by which claims for material for workmanship failure may be duly processed and expedited.

.3 be issued through an established quality assurance program (QA Program) offered by the Guarantor. The QA Program must include

.1 installers who

- .1 subscribe to a common set of ethical standards and membership requirements.
- .2 furnish performance bonds to the Guarantor.
- .3 employ trade-qualified installers for each guaranteed project.

.2 pre-qualified materials supported by bonds that are furnished to the Guarantor by each material manufacturer.

.3 widely recognized material, installation and performance standards and best practices published by the Guarantor.

.4 nationally recognized training for trade-qualified installers.

.5 independent reviews, provided by independently qualified observers, that include

- .1 frequent course-of-construction field reviews.
- .2 a 2-year post-construction performance review.
- .3 periodic, scheduled performance reviews that identify performance and maintenance issues for the building owner such as at year 5 and 8.

.1 Costs for scheduled performance reviews are to be held in trust for the Owner.”

2. Section 07 55 52.1.6 Quality Assurance has been deleted and replaced with the following text:

“ Guarantee:

.1 Provide a full-system roofing guarantee provided by the RCABC Guarantee Corp., or a pre-approved alternate equivalent. Proof of an equivalent guarantee must be submitted to the Owner prior to the Tender Close. The Guarantee must:

- .1 be underwritten by an industry recognized Guarantor,
- .2 who is financially independent of the installer or the material or system manufacturer.
- .3 with no fewer than twenty years' experience underwriting roofing and waterproofing assemblies.
- .2 be issued for a ten (10) year guarantee period.
- .3 cover materials and workmanship, without penalty for depreciation.
- .4 extend coverage for the project up to the full original value of the contract, for the duration of the Guarantee period.

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    - .3 employ trade-qualified installers for each guaranteed project.
  - .2 pre-qualified materials supported by bonds that are furnished to the Guarantor by each material manufacturer.
  - .3 widely recognized material, installation and performance standards and best practices published by the Guarantor.
  - .4 nationally recognized training for trade-qualified installers.
  - .5 independent reviews, provided by independently qualified observers, that include
    - .1 frequent course-of-construction field reviews.
    - .2 a 2-year post-construction performance review.
    - .3 periodic, scheduled performance reviews that identify performance and maintenance issues for the building owner such as at year 5 and 8.
      - .1 Costs for scheduled performance reviews are to be held in trust for the Owner.”

- 3. No longer applicable – written guarantees regarding roofing are covered in the replacement text outlined in Answers 1 & 2.
- 4. Noncompliance with CFTA Article 502 – The requirement for membership to the RCABC has been removed.
- 5. The noncompliance with Article 509 is not applicable as “equal” and the words “Other products with the same demonstrable character will not be excluded “are included throughout the roof sections.

**END OF ADDENDUM #1**