

AMENDMENT NO.: 1
TO THE TENDER DOCUMENTS
Defence Construction (1951) Limited

CLOSING DATE/TIME: As indicated on the *Electronic Bidding System*

PROJECT NO.: N230700_83716

AMENDMENT DATE: February 6, 2025

PROJECT TITLE: CFHA Apartment Building 6-Plex
Kingston, Ontario

TO ALL TENDERERS:

THE PURPOSE OF THIS AMENDMENT IS TO GIVE EFFECT TO THE FOLLOWING:

1. To **ISSUE** Addendum No. 1, attached (2 pages)

Indigenous Benefits Plan and Tender Evaluation

2. As part of Canada's commitment to maximize the participation of and benefit to *Indigenous Businesses*, *Tenderers* are advised that this solicitation will include an *Indigenous Benefits Plan (IBP)* that aims to ensure *Indigenous Business* participation in this project. These set-asides for *Indigenous Business(es)* are pursuant to applicable trade agreement provisions.
3. *Tenderers* are advised to refer to the *Supplementary Conditions* to the General Conditions DCL32 for additional details about the *Indigenous Benefits Plan*, including the associated definitions and terms and conditions.
4. *Tenderers* must submit with their tender the information identified by the cells in **green** in the following table, which are to be entered directly into the Electronic Bidding System:

Item	Description	
1	<i>IBP Amount</i>	\$
2	Lump-sum price for the <i>Work</i>	\$

- 1 - An **IBP Amount** expressed in dollars (\$).
- 2 - A **Lump-sum price for the Work**, inclusive of the delivery of the *Indigenous Benefits Plan*.

5. DCC will determine what percentage the *IBP Amount* represents in the following manner:

$$\frac{\text{IBP Amount}}{\text{Lump-sum price for the Work}} \times 100 = \%$$

6. Tenderers submitting as a *Joint Venture* between an *Indigenous Business* and a non-Indigenous Business are advised that only the *Work* carried out by the *Indigenous Business* that is party to the *Joint Venture* can be counted towards the *IBP Amount*.
7. Tenders will be evaluated out of 100 points as follows:
- 7.1. The Lump-sum price for the *Work* component of the tender will be evaluated out of 90 points.
- 7.2. The *IBP Amount* component of the tender will be evaluated out of 10 points.

8. Evaluation of Tenders:

- 8.1. Evaluation of the Lump-sum price for the *Work* Component:

- .1 Each Tenderer's Lump-sum price for the *Work* will be prorated against the Tenderer offering the lowest Lump-sum price for the *Work* by dividing the lowest submitted Lump-sum price by the given Tenderer's submitted Lump-sum price. The resulting number will be multiplied by the weight factor identified in paragraph 7.1, as demonstrated in the following example:

	Tenderer 1	Tenderer 2	Tenderer 3
Lump-sum price for the <i>Work</i>	\$1,301,505.00	\$1,513,000.00	\$1,210,400.00
Calculation of points	1,210,400/1,301,505 = 0.93 0.93 x 90 = 83.70 points	1,210,400/1,513,000 = 0.80 0.80 x 90 = 72.00 points	1,210,400/1,210,400 = 1.00 1.00 x 90 = 90.00 points

- 8.2. Evaluation of the *IBP Amount* Component:

- .1 Each Tenderer's *IBP Amount* will be prorated against the Tenderer offering the highest *IBP Amount* by dividing the given Tenderer's *IBP Amount* by the highest submitted *IBP Amount*. The resulting number will be multiplied by the weight factor identified in paragraph 7.2, as demonstrated in the following example:

	Tenderer 1	Tenderer 2	Tenderer 3
<i>IBP Amount</i>	\$118,000.00	\$70,800.00	\$23,600.00
Calculation of points	\$118,000.00/\$118,000.00 = 1.00 1.00 x 10 = 10.00 points	\$70,800.00/\$118,000.00 = 0.60 0.60 x 10 = 6.00 points	\$23,600.00/\$118,000.00 = 0.20 0.20 x 10 = 2.00 points

8.3. Calculation of the overall scores:

- .1 A Tenderer's score for the Lump-sum price for the *Work* component and their score for the *IBP Amount* component will be added together to determine their overall score (to two (2) decimal places), as demonstrated in the following example:

	Tenderer 1	Tenderer 2	Tenderer 3
Lump-sum price for the <i>Work</i> Component Score	83.70	72.00	90.00
<i>IBP Amount</i> Component Score	10.00	6.00	2.00
Total Score	93.70	78.00	92.00

8.4. In accordance with Item 8.3 above, determination of the highest overall score will consider up to the first two (2) decimal places of a Tenderer's overall score.

8.5. In the event that the top two (2) overall scores are tied, the Tenderer that submitted the lowest Lump-sum amount will be selected.

9. Tenderers are advised that any ensuing contract for the performance of the *Work* will include an *Indigenous Benefits Plan*, and that by submitting a tender the Tenderer's commitment to subcontract the *IBP Amount* of the *Work* to one (1) or more duly qualified *Indigenous Businesses* becomes a binding condition of the contract.

10. To **ISSUE**:

- .1 Annex A - Indigenous Benefits Achievement Certification (2 pages, attached)

11. All Tenderers will be required to submit a completed List of Names for Integrity Verification form, as indicated in the Electronic Bidding System with their bid.
12. If a Tenderer fails to submit the List of Names for Integrity Verification form with their bid, DCC reserves the right to require a Tenderer to submit the List of Names for Integrity Verification form after the tender closes.
13. Reference DCL193E – Instructions to Tenderers for Electronic Bidding – **DELETE** Item 17 and **INSERT** new Item 17:

“17 LANGUAGE OF THE CONTRACT

- 17.1 English shall be the language of the Contract and the entire written and verbal communication between the parties with respect to any matters related to the performance of the subject matter of the Contract.
- 17.2 Unless otherwise specified in the Contract, all contractual documents to which the Contract applies or refers, as well as all deliverables, documents, reports, and results of work, services, or goods that the Contractor submits, provides, or delivers to DCC or Canada as part of the performance of the Contract, shall be in English.”
- 17.3 DCC reserves the right to translate, either internally or through a third party, any deliverable produced by the Contractor. In the event that DCC proceeds with

translation, the Contractor may be provided with an opportunity to review and comment on the translated deliverable.

14. Reference DCL32 – General Conditions, GC 3.10.3 – **DELETE** “3.9.1 of GC3.9” and **INSERT** “3.10.1 of GC3.10”.
15. Reference DCL32 – General Conditions – **DELETE** “3.8.1 of GC3.8” and **INSERT** new 3.8.1.
“ 3.8.1 To the extent to which they are available and consistent with proper economy and the expeditious carrying out of the *Work*, the *Contractor* should, in the performance of the *Work*, employ a reasonable number of persons who have been on active service with the Armed Forces of Canada and have been honourably discharged therefrom. “
16. The Contractor must provide a Fire Safety Plan in accordance with the National Fire Code of Canada (NFCC latest version) section 5.6.1.3. The *Contractor's* responsibility for a Fire Safety Plan is limited to their construction activities and not for the whole building. Responsibility for fire safety of the building areas outside of the construction limits will remain with DND. DND/CF is responsible for the Fire Safety Plan for the occupied portions of the building. The plan shall be submitted to DCC by the *Contractor* within ten (10) business days of award for approval by the Base Fire Chief prior to commencement of construction or demolition operations. A copy of the approved Fire Safety Plan shall be posted and maintained on site at all times during construction and the *Contractor* shall ensure all persons accessing the construction site are briefed and adhere to the requirements of the plan.
17. Tenderers are advised that:
 - i) The Canadian Forces Housing Agency (CFHA) manages federal government housing for Canadian Armed Forces personnel at various military bases/wings across Canada. The CFHA must account for the costs of all repair and maintenance work done on each individual Residential Housing Unit (RHU). This includes the monies that are spent on Residential Housing Units that are included in the projects that Defence Construction Canada (DCC) tenders and manages for the CFHA.
 - ii) The *Contractor* will submit for approval to DCC, the required Cost Breakdown and schedule. (Submit after award and site meeting with DCC and prior to work start-up.) The Cost Breakdown and schedule will be required to indicate the cost and schedule of work on a Residential Housing Unit (RHU) by Residential Housing Unit (RHU) basis.
18. To bid on an opportunity, a bidder must be registered on the Open Construction Source List used to tender the opportunity. If the legal name of the bidder does not appear on the Open Construction Source List, then DCC may consider their bid as being noncompliant. If you change the name of your company, it is therefore very important that you notify DCC of the change as well as consider making the change to your MERX account.
19. If you are forming a Joint Venture for the purpose of bidding on a contract, then at least one of the members of the JV must be registered on the Open Construction Source List used to tender this opportunity. If that is not the case, then your bid will be considered noncompliant.

End of Amendment No. 1

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Addendum Number: 1

Consultant: Stephen Oberlin, Republic Architecture Inc.

Date: February 6, 2025

Owners Representative: Lynn Tansey, Defence Construction Canada

Project Number and Name: 743 - CFHA 6-Plex (Kingston Site)

Total Pages: 2

The following information supplements and/or supersedes the Issued for Tender documents issued on January 24, 2025.

This Addendum forms part of the contract documents and is to be read, interpreted, and coordinated with all other parts. The cost of all contained herein is to be included in the contract sum. The following revisions supersede the information contained in the original drawings and specifications issued for the above-named project to the extent referenced and shall become part thereof.

This addendum consists of 2 pages.

Description:

1.1 CHANGES TO DRAWINGS

- .1 All Drawings
 - .1 **REMOVE** all reference to project number "PF ZKN99" in the drawings and **REPLACE** with project number "N230700".
- .2 Electrical Drawings
 - .1 **REFERENCE** Package A - Drawing L-KN-ZKN99-510-A Detail 3/510-A Note 1.b. Compression Connections, **DELETE** in its entirety and **REPLACE** with "Compression Connections to be rated for #2/0 Cu to 3/4" ground rod. Made of copper material that is corrosion resistant and low resistance. Tap to meet ANSI C119.4, IEEE 837 and exceed current carrying capacity of conductors they are connecting."
 - .2 **REFERENCE** Package A - Drawing L-KN-ZKN99-511-A, General Note #3 **DELETE** "(Owner will Pay Service Connection Cost Directly to Kingston Hydro)" and **INSERT** "(Contractor will Pay Service Connection Cost Directly to Kingston Hydro. Refer to Specification Section 01 21 00 Cash Allowance.)"
 - .3 **REFERENCE** Package A - Drawing L-KN-ZKN99-511-A, General Note #4 **ADD** "(Owner will Pay these Costs Directly to Kingston Hydro)."
 - .4 **REFERENCE** Package B - Drawing L-KN-ZKN99-505-B Detail 5/505-B. **DELETE** "DND SUPPLIES/WARRANTIES WIRELESS SUBSCRIBER, ANTENNA & POWER TRANSFORMER, DND INSTALLS & PROGRAMS SUBSCRIBER BOARDS, ANTENNA, TRANSFORMER" and **REPLACE** with "CONTRACTOR SUPPLIES/WARRANTIES WIRELESS SUBSCRIBER, ANTENNA AND POWER TRANSFORMER. OWNER (DND) WILL INSTALL AND HAVE IT PROGRAMMED THROUGH ALARM SYSTEMS INC."

1.2 CHANGES TO PROJECT MANUAL

- .1 **REMOVE** all reference to project number "PF ZKN99" in the specifications and drawings and **REPLACE** with project number "N230700".
- .2 SECTION 03 30 00 – Cast-In-Place Concrete
 - .1 Paragraph 3.6.4.2. **ADD** "The area selected for concrete trucks to be safely washed, must be approved by the DCC Representative."
- .3 SECTION 07 84 00 – Firestopping
 - .1 **DELETE** from Paragraph 1.4.3.2 "and be a member in good standing with the Firestop Contractor International Association (FCIA)".
- .4 SECTION 26 50 00 – Lighting
 - .1 **DELETE** Paragraph 2.1.1 in its entirety, and **REPLACE** with "LED fixtures are to have a minimum (5) years warranty on all electrical parts, paint and mechanical components".
- .5 SECTION 28 3100.01 – Multiplex Fire Alarm Systems
 - .1 **INSERT** Paragraph 2.23.11 "Only approved product is the AES Intellinet model 7788F non ULC including transformer, supplied by Alarm Systems Inc."
- .6 SECTION 32 92 19.16 – Hydraulic Seeding
 - .1 **DELETE** Paragraph 1.5 Quality Assurance in its entirety.

END OF ADDENDUM

Issued by:

Stephen Oberlin

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Annex A – Indigenous Benefits Achievement Certification

Contractor Name: _____

DCC Project # : _____

DCC Contract # : _____

Capitalized and italicized terms not defined herein have the meaning respectively given to them in the General Conditions corresponding to this Indigenous Benefits Achievement Certification.

A.1 *Indigenous Business(es)* Participation

Report on own work forces done by the *Contractor* (if the *Contractor* is an *Indigenous Business*) and, if applicable, subcontracts entered into between the *Contractor* and subcontracted *Indigenous Business(es)* to perform the *Work*, or part thereof, under the *Contract* during the reportable time of period of ____date____ to ____date____. The table below shall be filled out and submitted by the *Contractor* with each progress claim made under the *Contract*.

	Name of <i>Indigenous Business</i>	Services or <i>Material</i> Supplied	Total Dollar Value of Services performed or <i>Material</i> Supplied
Total			

Field Definitions

1) Name of *Indigenous Business*

The name of the *Indigenous Business* performing the *Work*, or part thereof, under the *Contract* and pursuant to the *Indigenous Benefit Plan* during the reportable period. Provide the name as it appears on the *Indigenous Business Directory*.

2) Services or *Material* Supplied

A description of the services or *material* supplied by the *Indigenous Business*.

3) Total Dollar Value of Services Performed or *Material* Supplied

The total dollar value of own work forces done by the *Contractor* (if the *Contractor* is an *Indigenous Business*) and, if applicable, subcontract payments made by the *Contractor* to subcontracted *Indigenous Business(es)* performing the *Work*, or part thereof, under the *Contract* and pursuant to the *Indigenous Benefit Plan*, during the reportable period. This column must be summed up to provide the total dollar value of all services performed or *material* supplied by *Indigenous Business*, under the *Contract* and pursuant to the *Indigenous Benefit Plan*, during the reportable period.



INDIGENOUS BENEFITS ACHIEVEMENT CERTIFICATION:

Name and Title

Authorized Signatory of the *Contractor*

Date

The *Contractor* certifies that the information contained in this Indigenous Benefits Achievement Certification is true, accurate and complete as at the signature date identified above.