

# ENERGY CONSERVATION MEASURE UPGRADES FOR SHAW CENTRE ARENA

CITY OF SALMON ARM

CCDC 00 SPECIFICATION

ISSUED FOR TENDER  
2025-02-24

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“The best way to predict the future is to  
create it” – Abraham Lincoln

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ECM UPGRADE ROGERS ARENA  
Project No. 24E010

The City of Salmon Arm will receive bids for this project before 2:00 p.m. on March 20, 2025 (unless modified by addendum) at:

City of Salmon Arm  
Darin Gerow, General Manager of Recreation  
2600 – 10 Avenue NE  
Salmon Arm, BC  
V1E 2S4

The project scope includes installing a new ammonia desuperheater off the ice plant to recover heat. The heat recovered will supplement the building's hot water demand.

The Bid Documents are accessible in electronic form at BC Bid and City of Salmon Arm Webpage.

The Tenderer shall submit, as part of the Tender, a *Consent of Surety*, issued by a surety licensed to carry on the business of suretyship in British Columbia, in a form satisfactory to the *Owner*.

The *Consent of Surety* is to guarantee that a performance bond and a labour and material payment bond, each equal to fifty percent (50%) of the total tender price, plus GST, as issued by the bonding company.

A pre-bid meeting and site visit will be held at the time and place indicated in the Bid Documents.

The BC Bid Depository will be used for this project for all subcontract bidders.

## 1.1 BID CALL

- .1 Bids will be received before 2:00 p.m. local time on March, 20, 2025 (the “bid closing time”) at:  
City of Salmon Arm, Recreation Department  
Darin Gerow, General Manager of  
Recreation 2600 – 10 Avenue NE  
Salmon  
Arm, BC  
V1E 2S4
- .2 The reception desk clock will determine the official bid closing time at the bid closing location.
- .3 Bids received after the specified bid closing time will be returned unopened.
- .4 The Owner reserves the right to extend the bid closing time or cancel the bid call by addendum.
- .5 Bids will be opened promptly after the bid closing time, at the specified bid closing location. Bids will not be opened publicly with Bidders present.
- .6 Bid results will be disclosed promptly to all Bidders. Such disclosure will not imply that the bids received are compliant or that a contract will be awarded to the lowest or any Bidder.

## 1.2 BID DOCUMENT AVAILABILITY

- .1 Bid Documents are made available in electronic form only for the purpose of obtaining bids for this project. It does not confer a license to use the Bid Documents for any other purpose.
- .2 Electronic copy Bid Documents may be accessed at BC Bid or City of Salmon Arm Webpage.

## 1.3 EXAMINATION OF BID DOCUMENTS

- .1 Examine the Bid Documents and promptly notify the person designated to receive inquiries of any perceived errors, omissions, conflicts or discrepancies in the Bid Documents.

## 1.4 SITE EXAMINATION

- .1 Bidders shall visit the site and familiarize themselves with conditions affecting the Work before submitting a bid.
- .2 Contact the Owner at the following e-mail address to arrange a date and time to visit the Place of the Work:
  - .1 dgerow@salmonarmrecreation.ca

- .3 The currently occupied premises at the Place of the Work are open for examination by Bidders only during the following hours:
  - .1 Monday through Friday: 8:00am to 4:00pm local time.
  - .2 Weekends: Not Available
- .4 Bidders' only opportunity to visit the Place of the Work will be in conjunction with the specified pre-bid meeting and site visit.
- .5 Bidders visiting the Place of the Work will be required to sign in at Recreation Office and obtain a visitor badge. Upon completion of site visit, sign out and return visitor badge.
- .6 Bidders visiting the Place of the Work shall provide their own personal protective equipment.
- .7 Bidders visiting the Place of the Work shall be accompanied at all times by a representative of the Owner.
- .8 Refer to 00 31 00 - Available Project Information which identifies available information pertaining to the Project.
- .9 By inference of the "Concealed or Unknown Conditions" GC in the General Conditions of the Contract, Bidders shall include in their bid price for non-concealed and known conditions that are either visible or can be reasonably inferred from a site examination at the Place of the Work before bid submission.

#### **1.5 PRE-BID MEETING [AND SITE VISIT]**

- .1 A pre-bid meeting and site visit at the Place of the Work] has been scheduled for 2:00 p.m. local time on March 13th, 2025. Attendees shall meet at Arena entrance.
- .2 All prime contract and major subcontract Bidders are invited to attend but attendance is not mandatory.
- .3 Attendance by prime contract Bidders is mandatory. Submit with the bid a completed Section 00 45 10 - Pre-Bid Meeting Verification Form. Failure to submit such form, properly completed, with the bid will cause the bid to be rejected as non-compliant. Bidders will be required to sign an attendance sheet during the meeting. Failure of a Bidder's representative to attend and sign the attendance sheet will cause the Bid to be rejected as non-compliant. Names of Bidders attending will be issued by addendum.
- .4 Issues arising from the pre-bid meeting and site visit will be addressed as required in an addendum to the Bid Documents. No meeting minutes will be issued. Bidders may not rely upon any information given verbally or otherwise at the pre-bid meeting and site visit and that is not confirmed by addendum

#### **1.6 BID FORM SUPPLEMENTS**

- .1 Submit the following Bid Form Supplements together with the Bid Form:
  - .1 Bid security as specified.
  - .2 Section 00 43 36 – Bid Form Supplement - List of Subcontractors.

- .3 Pre-Bid Meeting Verification Form.
- .2 The Owner may, after the bid closing time and before contract award, require any Bidder to submit additional supplementary information about any aspect of the Bidder's bid to verify compliance with the Bid Documents.

#### **1.7 BID SECURITY**

- .1 Submit with the bid a CCDC 220 form of bid bond in an amount of not less than 10% of the bid price.
- .2 The bid bond shall name The City of Salmon Arm as the obligee and shall be signed, sealed, and dated by both Bidder and surety.
- .3 Upon request, bid bonds of unsuccessful Bidders will be returned after the successful Bidder has entered into a contract with the Owner and provided the specified contract security, or earlier at the Owner's discretion.
- .4 In lieu of a bid bond, Bidders may submit a certified cheque or bank draft in favour of the Owner and in an amount of not less than 10% of the bid price.
- .5 Certified cheques and bank drafts will be returned to Bidders after the successful Bidder has entered into a contract with the Owner and has provided the specified contract security, or earlier at the Owner's discretion.

#### **1.8 BIDDER DEFAULT AND FORFEITURE OF BID SECURITY**

- .1 If a Bidder whose bid is accepted by the Owner in writing, without conditions, and within the acceptance period specified in the Bid Documents, refuses or fails within 15 calendar days after the date of issuance of the written acceptance of the bid, to sign a formal agreement with the Owner for the performance of the Work and to provide contract performance security as specified in the Bid Documents, the Bidder will be liable to the Owner for the difference in money between the Bidder's bid price and the amount for which the Owner legally contracts with another party to perform the Work, if the latter amount is in excess of the former, up to the maximum amount of the bid security provided.

#### **1.9 CONTRACT SECURITY**

- .1 Refer to Section 00 73 63 – Contract Security Requirements.

#### **1.10 BID DEPOSITORY**

- .1 The City Bid Depository system of bid collection shall be used for all subcontract bids.
- .2 The rules and regulations of this bid depository in force at the bid closing time will apply.

#### **1.11 TAXES**

- .1 Include in bid price all taxes and customs duties in effect at the time of the bid closing, except for Value Added Taxes as defined in the CCDC standard form of contract.

#### **1.12 CONTRACT TIME**

- .1 The Bidder, in submitting a bid, agrees to attain Ready-for-Takeover by the date specified in the Bid Form, which will become the Contract Time under the Contract.
- .2 State in the Bid Form the time required to attain Ready-for-Takeover. This will not be considered in bid evaluation but will become the Contract Time under the Contract.

#### **1.13 SUBSTITUTIONS**

- .1 Where the Bid Documents specify particular Products by proprietary name, Bidders shall base their bids on the named Products only. The Consultant will not consider requests for approval of substitutions during the bid period. Refer to Section 01 25 00 – Substitution Procedures for substitutions after contract award.
- .2 Where the Bid Documents specify particular Products by proprietary name, the Consultant will consider Bidder requests for approval of substitutions during the bid period, provided such requests are received, in writing, at least 7 days before the bid closing time and are in accordance with the requirements specified in Section 01 25 00 – Substitution Procedures. If the Consultant approves a substitution, the substitute Product will be named in an addendum. Otherwise, Bidders shall consider the request for approval of the substitution to be rejected.

#### **1.14 LIST OF SUBCONTRACTORS**

- .1 Complete and submit Section 00 43 36 – Bid Form Supplement – List of Subcontractors, indicating those Subcontractors or Suppliers whose bids have been received by the Bidder, which names the Bidder would be prepared to accept for the performance of the work indicated.
- .2 The purpose of this requirement is to protect the interests of subcontract bidders and the integrity of the bidding process. Provided the List of Subcontractors has been properly completed and submitted, the information will not be used in evaluating the Bids to determine the lowest compliant bidder.

#### **1.15 BID FORM SIGNING**

- .1 Complete the Bid Form as follows:
  - .1 Incorporated Company: Provide company name and name and signature of the duly authorized signing representative(s). Insert under each signature the representative's capacity to act on behalf of the company.
  - .2 Joint Venture: Each entity within the joint venture shall execute the Bid Form as specified.
  - .3 Partnership: Provide name of partnership and name and signature of duly authorized representatives of the partnership.
  - .4 Sole Proprietorship: Provide name of sole proprietorship and name and signature of sole proprietor in the presence of a witness who shall also sign.

## **1.16 BID SUBMISSION**

- .1 Bids will be received in electronic form only.
- .2 Verbal, telephoned, fax, e-mail, or text message bids will not be accepted nor acknowledged.

## **1.17 BID MODIFICATION AND WITHDRAWAL**

- .1 A bid, including the Bid Form and Bid Form supplements, submitted in accordance with these bidding requirements may be modified or withdrawn, provided the modification or withdrawal request:
  - .1 is in the form of an email received at the email specified in "Bid Call" article before the bid closing time, or
  - .2 is in the form of a letter received at the address specified in "Bid Call" article before the bid closing time, and
  - .3 states the project title, name of the Bidder, the nature of the modification or withdrawal request,
  - .4 and is signed by a duly authorized person.
- .2 For bid closing time purposes, the official time of receipt of faxed bid modifications or withdrawal requests will be the time of receipt automatically printed on the email.
- .3 If a bid is withdrawn, a new bid may be submitted in accordance with the specified requirements, provided it is received before the bid closing time.
- .4 When submitting a modification directing a change in a bid price, do not reveal the original amount nor the revised amount:
  - .1 On stipulated price bids, state only the amount to be added to or deducted from the original bid price.
  - .2 On unit price bids, state only the amount to be added to or deducted from each original unit price or lump sum in the Schedule of Prices. The Owner will adjust extended amounts and the total bid price as required by the modification.
- .5 When submitting a second or more modifications related to a particular bid price, ensure that there is no ambiguity as to the intended bid price. The written modification shall clearly indicate whether:
  - .1 the bid price first submitted is being modified and any previous modifications are to be disregarded, or
  - .2 a revised bid price derived from a previous modification is being modified.
- .6 State all addendum numbers received, if different from what was indicated on originally submitted Bid Form.
- .7 The Owner will assume no responsibility or liability for modifications or withdrawals that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received. The Owner may disregard improperly received modifications or withdrawals.

### **1.18 BIDDING IRREGULARITIES**

- .1 Bids with Bid Forms or required Bid Form Supplements that are improperly prepared, signed or submitted contrary to these Instructions to Bidders, or that contain added conditions or other irregularities of any kind, may, at the Owner's discretion, be rejected as non-compliant.
- .2 The Owner may accept or waive a minor and inconsequential irregularity. The determination of what is, or is not, a minor and inconsequential irregularity, the determination of whether or not to accept or waive such an irregularity, and the final determination of whether the bid is compliant, will be at the Owner's sole discretion.
- .3 The following irregularities relate to what are considered mandatory bidding requirements. These will not be considered minor and inconsequential and will cause the bid to be rejected as non-compliant:
  - .1 Bid or Bid Form Supplement is received after the specified bid closing time.
  - .2 Required Bid Form or Bid Form Supplement is missing.
  - .3 Bid Form or Bid Form Supplement is not in the form provided or required.
  - .4 Bid bond is improperly completed or executed, if such improper completion or execution may render the bid bond unenforceable.
  - .5 A bid price is illegible, ambiguous or unclear.
  - .6 One or more conditions are added to or submitted with the bid, the effect of which is a material modification of the Bid Documents.
  - .7 Failure to indicate in the Bid Form the addendum number(s) of all addenda received.
  - .8 Failure to comply with any other bidding requirement expressly characterized as mandatory in elsewhere in the Bid Documents.

### **1.19 BID ACCEPTANCE PERIOD**

- .1 Bids shall remain open to acceptance by the Owner and shall be irrevocable until another Bidder enters into a contract with the Owner for performance of the Work or until expiry of the bid acceptance period stated in the Bid Form, whichever occurs first.
- .2 After bid closing and before expiry of the bid acceptance period stated in the Bid Form, the Owner may request all Bidders to agree to an extension of the originally specified bid acceptance period. In such case the bid acceptance period will be extended subject to the Bidder, whose bid the Owner wishes to accept, having agreed in writing to the extension.

### **1.20 BID ACCEPTANCE**

- .1 The lowest or any bid will not necessarily be accepted and the Owner may reject any and all bids.
- .2 The Contract will be established if and when the successful Bidder receives from the Owner a written notification accepting the bid without any conditions. If the Owner's written notification accepting the bid contains, or is subject to, any conditions, the

Contract will be established if and when the Bidder accepts all such conditions in writing or when the parties execute the agreement.

- .3 If the lowest compliant bid exceeds the Owner's budget, and the Owner is unwilling or unable to award a contract at the bid price, the Owner may:
  - .1 negotiate, with the lowest compliant Bidder only, changes to the Bid Documents and a reduced bid price acceptable to the Owner, or
  - .2 invite the three lowest compliant Bidders (only) to re-bid on modified Bid Documents under a new bid call.

#### **1.21 INTERPRETATION AND MODIFICATION OF BID DOCUMENTS**

- .1 If an inquiry requires an interpretation or modification of the Bid Documents, the response to that inquiry will be issued in the form of a written Addendum only, to ensure that all Bidders base their bids on the same information.
- .2 Replies to inquiries or interpretations or modifications of the Bid Documents made by e-mail, verbally, or in any manner other than a written Addendum, will not form part of the Bid Documents and will not be binding.

#### **1.22 ADDENDA**

- .1 Addenda may be issued to modify the Bid Documents in response to Bidder inquiries or as may be considered necessary.
- .2 All addenda issued during the bid period will become part of the Bid Documents.
- .3 No addenda will be issued later than 2 Working Days before the bid closing time.
- .4 Each Bidder shall ascertain before bid submission that it has received all addenda issued during the bid period and shall indicate in the Bid Form the addendum number(s) of all addenda received.

#### **1.23 INQUIRIES**

- .1 Direct all inquiries in writing, via e-mail to:  
Darin Gerow  
General Manager of Recreation  
City of Salmon Arm  
E-mail: dgerow@salmonarmrecreation.ca
- .2 Submit inquiries as early as possible in the bid period and not less than 7 Working Days before the bid closing time. Inquiries received after this time may not receive a response.

**END OF SECTION**

## **1.1 STATUS OF AVAILABLE PROJECT INFORMATION**

- .1 Available Project information means information of any type and in any form that is expressly identified as available project information in this Section.
- .2 No available Project information forms part of the Contract Documents unless copied or transcribed into Drawings or Specifications, or is expressly listed in the agreement as a Contract Document.

## **1.2 USE AND RELIANCE UPON AVAILABLE PROJECT INFORMATION**

- .1 Available Project information is made available to Bidders to fulfill the Owner's duty to disclose all relevant Project information to Bidders.
- .2 Bidders shall interpret and draw their own conclusions about available Project information, including consideration of the time when it was created. Available project information may be time sensitive. The Owner and Consultant assume no responsibility for such interpretations and conclusions.
- .3 Available Project information, or any part thereof, shall not be construed as contract requirements unless also reflected in Drawings or Specifications, and in case of conflict the Drawings or Specifications shall govern.
- .4 Bidders, acting reasonably, may rely on available Project information in preparing their bids, subject to any qualifications stated in such available Project information and unless expressly stated otherwise in this Section.

## **1.3 AVAILABLE PROJECT INFORMATION**

- .1 The following Drawings and Specifications for the original building dated 1998:
  - .1 Architectural Package
  - .2 Structural Package
  - .3 Mechanical Package
  - .4 Electrical Package
  - .5 Refrigeration O&M

These are included in the Bid Documents.

**END OF SECTION**

**Project/Contract:** [name and location of the Work]

**From (Bidder):**

\_\_\_\_\_  
(business name)

\_\_\_\_\_  
(street address or postal box number)

\_\_\_\_\_  
(city/town, province, and postal code)

**To (Owner):**

City of Salmon Arm  
2600 – 10 Avenue NE, Salmon Arm, BC, V1E 1S4

We, the undersigned, having examined the Bid Documents for the above named project/contract, including Addendum Number(s) \_\_\_\_\_, and having visited the Place of the Work, hereby offer to perform the Work in accordance with the Bid Documents, for the stipulated [base bid] price of:

\$ \_\_\_\_\_ in Canadian dollars, excluding Value Added Taxes.  
(amount in figures)

We, the undersigned, declare that:

1. we are qualified to perform the Work in accordance with the Bid Documents and our bid price covers all of our obligations and things necessary for the performance of the Work,
2. our bid price includes the allowance(s) specified in Section 01 21 00 – Allowances,
3. we agree to attain Ready-for-Takeover within [ ] [ ] [months] [weeks] [days] after receiving notice of contract award.
4. we have arrived at this bid without collusion with any competitor,
5. all bid form supplements called for by the Bid Documents form an integral part of this bid, and
6. this bid is open to acceptance by the Owner for a period of [ ] calendar days from the bid closing time.

## Signatures

Signed and submitted by:

\_\_\_\_\_  
(business name)

\_\_\_\_\_  
(name and title of authorized signing representative)



ISSUED FOR CITY OF SALMON ARM  
PROJECT NUMBER: 24E010

\_\_\_\_\_  
(signature of authorized signing representative)

\_\_\_\_\_  
(name of witness, if business is sole proprietorship)

\_\_\_\_\_  
(signature of witness, if business is sole proprietorship)

\_\_\_\_\_  
(name and title of authorized signing representative)

\_\_\_\_\_  
(signature of authorized signing representative)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**END OF SECTION**

2025-02-06

Project/Contract: ECM Upgrade Rogers Arena, 2600 10 Ave NE, Salmon Arm, BC, V1E 1S4

From (Bidder): \_\_\_\_\_  
(business name)

We, the above named Bidder, have received bids from the Subcontractors or Suppliers named below for the items of work requested, and are prepared to accept these names for the performance of these items of work.

	Item of Work	Name of Subcontractor or Supplier
.1		
.2		
.3		
.4		
.5		

**END OF SECTION**

[Date]

[Company Name]  
[Company Address]  
[CITY, PROVINCE]  
[Postal Code]  
Attention: [\_\_\_\_\_]

Dear [\_\_\_\_\_],

RE: ECM Upgrade Rogers Arena

Project No. ENG 2024-39

Thank you for your bid dated [\_\_\_\_\_]. We are pleased to advise that we have accepted your bid.

Please submit the following documents as specified in the Contract Documents before commencing activities at the site within 14 days:

1. Surety bonds.
2. Workers compensation certificate of good standing.
3. Certificates of insurance.

2 sets of the Contract Documents are being forwarded for signing. Please sign each set and return to City of Salmon Arm after which we will sign and return one set to you.

Our representative for the purposes of this Contract will be Darin Gerow, e-mail: dgerow@salmonarmrecreation.ca. We look forward to working with you on this project.

Sincerely,

Darin Gerow

encl.

[Date]

[Company Name]  
[Company Address]  
[CITY, PROVINCE]  
[Postal Code]  
Attention: [\_\_\_\_\_]

Dear [\_\_\_\_\_],

RE: ECM Upgrade Rogers Arena

Project No. ENG 2024-39

Thank you for submitting a bid for the above project. Please be advised that your bid was not successful and that we have awarded a contract to [\_\_\_\_\_] [in the amount of [\$\_\_\_\_\_]].

Please return the bid documents to [\_\_\_\_\_], by [insert date] upon which your Bid Document deposit will be returned.

Again, thank you for your interest in bidding on this project.

Sincerely,

Darin Gerow

## **1.1 FORM OF CONTRACT**

- .1 The form of Contract, including the Agreement, Definitions, and General Conditions is CCDC 2, Stipulated Price Contract, subject to the modifications specified in Section 00 73 00 – Supplementary Conditions.

## **1.2 CONTRACT COPYRIGHT AND AVAILABILITY**

- .1 The CCDC form of Contract is a copyrighted document published by the Canadian Construction Documents Committee. It is incorporated into these Bid Documents by reference. It is available for purchase from any CCDC document outlet. Refer to [ccdc.org](http://ccdc.org).

## **1.3 CONTRACT PREPARATION FOR SIGNING**

- .1 The Consultant will prepare two copies of the form of Contract for signing by the Contractor and the Owner after notice of award. Each copy will be comprised of the CCDC form of Contract with a CCDC copyright seal affixed, with a completed Agreement form, and with other Contract Documents referenced or appended.

**END OF SECTION**

## 1.1 INTENT

- .1 These amendments amend the Agreement forming part of CCDC 2 as indicated below.  
Provisions not amended remain in full force and effect.

## 1.2 AMENDMENTS TO AGREEMENT

Revise article [ ], paragraph [ ] to read as follows:

[X.X] [ ]

Revise article [ ], paragraph [ ] to read as follows:

[X.X] [ ]

**END OF SECTION**

## 1.1 INTENT

- .1 These amendments amend the [Agreement] [and] [Definitions] forming part of CCDC 2 as indicated below. Provisions not amended remain in full force and effect.

## 1.2 AMENDMENTS TO DEFINITIONS

Revise Definition [ ] to read as follows:

[X.] [ ]

Revise Definition [ ] to read as follows:

[X.] [ ]

**END OF SECTION**

## 1.1 INTENT

- .1 These Supplementary Conditions amend the General Conditions of CCDC 2 as indicated below. Provisions not amended remain in full force and effect.

## 1.2 AMENDMENTS TO GENERAL CONDITIONS

Revise GC [ ], paragraph [ ] to read as follows:

[X.] [ ]

Revise GC [ ], paragraph [ ] to read as follows:

[X.] [ ]

Delete GC [ ], paragraph in its entirety.

Add new GC [ ] as follows:

GC [X.X] [ ]

**END OF SECTION**

## **1.1 PERFORMANCE BOND**

- .1 Provide security for performance of the Contract in the form of a Performance Bond for 50% of the Contract Price.
- .2 Bond shall be in accordance with the latest edition of the Canadian Construction Documents Committee (CCDC) Standard Form of Performance Bond, CCDC 221.
- .3 Bond shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work.
- .4 Bond shall name City of Salmon Arm as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.
- .5 Submit bond to Owner within 14 days after contract award.

## **1.2 LABOUR AND MATERIAL PAYMENT BOND**

- .1 Provide security for payment of labour and material provided in the performance of the Work in the form of a Labour and Material Payment Bond for 50% of the Contract Price.
- .2 Bond shall be in accordance with the latest edition of the Canadian Construction Documents Committee (CCDC) Standard Form of Labour and Material Payment Bond, CCDC 222.
- .3 Bond shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the Place of the Work.
- .4 Bond shall name City of Salmon Arm as the obligee and shall be signed, sealed, and dated by both Contractor and surety company.
- .5 Submit bond to the Owner within 14 days after contract award.

## **1.3 CERTIFIED CHEQUE OR BANK DRAFT**

- .1 The Contractor may provide, in lieu of the specified Performance Bond, security for performance of the Contract in the form of a certified cheque or bank draft for 10% of the Contract Price.
- .2 The certified cheque or bank draft shall be in favour of the City of Salmon Arm.
- .3 Submit certified cheque or bank draft to the Owner within 14 days after contract award. Alternatively, and subject to mutual agreement, the Owner may retain as contract security a certified cheque or bank draft provided as bid security.
- .4 The certified cheque or bank draft will be deposited and the monies will not be returned to the Contractor, in whole or in part, until satisfactory performance of all of the Contractor's obligations under the Contract, including those arising during the warranty period.
- .5 Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the Owner will return to the Contractor the monies provided as contract

security without interest, no later than 31 days after Substantial Performance of the Work.

#### **1.4 IRREVOCABLE BANK LETTER OF CREDIT**

- .1 The Contractor may provide, in lieu of the specified Performance Bond [or the specified certified cheque or bank draft,] security for performance of the Contract in the form of an irrevocable bank letter of credit for 10% of the Contract Price.
- .2 The letter of credit shall be in favour of the City of Salmon Arm.
- .3 Submit the letter of credit to the Owner within 14 days after contract award.
- .4 The letter of credit shall have an expiry date no earlier than 1 year after contract award.
- .5 The letter of credit will not be returned to the Contractor until satisfactory performance of all of the Contractor's obligations under the Contract.
- .6 Provided the Contractor has satisfactorily fulfilled all of its obligations under the Contract, the Owner will return the letter of credit to the Contractor no later than 31 days after Substantial Performance of the Work.

#### **END OF SECTION**

ADDENDUM NUMBER: [ ]

DATE: [ ]

PROJECT NAME: [ ]

PROJECT NO. [ ]

This addendum consists of [ ] pages and the following attachments:

[ ]: [ ] pages

[ ]: [ ] pages

[ ]: [ ] pages

[ ]: [ ] pages

The bid closing time is [not being extended] [is being extended as specified below].

This addendum forms part of the Bid and Contract Documents and modifies them as follows:

#### MODIFICATIONS TO PREVIOUSLY ISSUED ADDENDA

1. Addendum item [ ]:  
.1 [ ]

#### SPECIFICATIONS

1. Specification Section [ ] – [ ]  
.1 [ ]  
.2 [ ]
2. Specification Section [ ] – [ ]  
.1 [ ]  
.2 [ ]
3. Specification Section [ ] – [ ]  
.1 [ ]

#### DRAWINGS

1. Architectural Drawing [ ]  
.1 [ ]
1. Mechanical Drawing [ ]

.1 [ ]

1. Electrical Drawing [ ]

.1 [ ]

END OF ADDENDUM No. [ ]