



# CITY OF PORT ALBERNI

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City Hall  
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## CITY OF PORT ALBERNI PUBLIC SAFETY BUILDING RENOVATIONS

### Addendum #1

#### REQUEST FOR PROPOSAL RFP 024-21

**Change to RFP Closing Date:**

Submissions must be received at the Purchasing Department on or before:  
Thursday, the 20th day of January 2022 @ 2:30 pm local time

**Change to Drawing and Specification Re: HVAC:**

ESC Auto Controls Cash Allowance Revision:  
EF 1 2 3 4 will be the Electrical responsibility. Not on DDC. Graphics have been removed.

The City of Port Alberni (Owner) is inviting RFP Tenders from qualified contractors for the renovations of the Public Safety Building.

**Contact:**

Rob Kraneveldt, Facilities Operations Supervisor, Phone: 250-720-2511, Fax: 723-5633 or Email:  
rob\_kraneveldt@portalberni.ca

# Quotation

To: Heather

From: Mike Seselja

Company: DAS

Email: heather@das-ltd.ca

Pages: 1 of 3

Re: Port Alberni Community Safety Centre

Date: 10/29/2021

All prices quoted are valid for acceptance for up to 90 days from date quoted. Pricing must be confirmed with ESC prior to issuing a purchase order if acceptance occurs after 90 days.

ESC Automation is pleased to submit our quotation for the HVAC controls work required for the Community Safety Centre project as per mechanical plans and specifications prepared by DAS, addendums # and project qualifications / clarifications listed below.

## **This price is for the HVAC controls for the Community Safety Centre Project:**

HVAC Controls Price: \$19,411(plus GST)

This price includes for the following;

- Supply and install of Delta DDC controllers and enclosures as required
- All low voltage HVAC control wiring and conduit required
- All DDC programming, graphics, commissioning and as built drawings
- Connected to the City's Enteliweb network ( No Graphics )
- Equipment controlled by DDC RTU 1 2 , Cu 1 , Wh1,

Not included in this price;

- EF1 2 3 4 not to be on the DDC, Controls by Electrical contractor.
- Supply and install of any Variable Frequency Drives.
- Supply and installation of any Air Flow Measuring Stations that maybe required for the project.
- Supply of any BTU, Water and gas meters.
- Supply and interfacing to any electrical meters.
- Supply of the city water meter.
- Any lighting controls required.
- Low voltage wiring and conduit for any sensor activated plumbing fixtures.
- Any line voltage power wiring required.

## **Clarifications**

1. Wiring methods are to Canadian Electrical Code.
2. ESC will sort its material waste into designated bins provided by others and will clean up after its own work to broom clean conditions.

3. Non-mechanical drawings and specifications have not been reviewed for coordination with mechanical drawings and specifications

### **Standard Exclusions**

1. Cash Allowances (If this is applicable)
2. Project bonding
3. Hoisting (provided during normal working hours)
4. Cutting, coring, scanning
5. Temporary works such as power, lighting, storm water pumps controls
6. Electric power consumed during construction
7. Patching, painting
8. Plywood backboards
9. Roof penetrations and sealing.
10. Supply or installation of mechanical equipment, electric heaters, baseboards, unit heaters, motors, pumps, fans, ceiling fans, fire/smoke dampers.
11. Garbage disposal.
12. Cleaning beyond broom-clean condition.
13. Full time safety representative (provided by General Contractor).
14. Replacement of material stolen or damaged by others after it has been installed in a permanent fashion.
15. Work not detailed in the mechanical scope documents.
16. Errors or omissions on the mechanical drawings and specifications.
17. Allowances for design changes or additions to the scope documents.
18. Hazardous material testing & abatement.
19. Any cutting or drilling of Hazardous Materials located on this site.
20. Demolition of items not detailed on mechanical drawings.
21. Infection control.
22. All work will be carried out during normal working hours (7am – 4pm approx.)

We are looking forward to working with you on this project. Please do not hesitate to contact us if there are any questions or concerns.

Best Regards,

**Mike Seselja**

ESC Vancouver Island Branch Manager  
Sales Representative,  
ESC Automation – Vancouver Island

[msejelja@escautomation.com](mailto:msejelja@escautomation.com)

Office: (250) – 756 - 3006  
Cell: (250) – 268-0147

## TERMS AND CONDITIONS OF SALE

- REMITTANCES** All invoices shall be due and payable upon receipt or as otherwise agreed upon and set forth in writing by ESC Automation (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
- PROPOSALS** are based upon straight-time labour. Any request by the Customer for overtime work shall be considered an extra. This Proposal expires 90 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms".
- PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the current prime rate plus 3 % and also to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for any and all reasonable legal and administrative fees which are incurred by Seller in the collection of amounts due and payable hereunder.
- CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.
- TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, provincial, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
- LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.
- WARRANTY** Seller warrants that the equipment manufactured and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire, or decomposition by chemical or galvanic action. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
- PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.
- PATENT INFRINGEMENT** Seller will hold its Customer and the Owner harmless for infringement of any patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of the Seller. The Customer and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.
- GOVERNING LAW** The law of the place of work shall govern the interpretation of any contract resulting from this proposal.
- CERTIFICATION** The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or seller of automatic temperature control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
- ACCEPTANCE OF TERMS** this proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effects as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.

No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.