

Legislative Planning and FOIP

2nd Floor, Infrastructure Building
6950 – 113 Street
Edmonton, Alberta

Telephone: 780-422-7578
Fax: 780-644-1100
E-mail ann.corbett@gov.ab.ca

2017-N-0243

December 7, 2017

Colin Craig
Canadian Taxpayers Federation

ccraig@taxpayer.com

Dear Mr. Craig:

Freedom of Information and Protection of Privacy (FOIP) - Request 2017-N-0243

On November 29, 2017 the Freedom of Information and Protection of Privacy (FOIP) unit of Alberta Infrastructure received your inquiry regarding the plants on the wall at the Edmonton Federal Building.

As discussed, attached are the records released from a previous FOIP request. Some of the information has been severed subject to sections 16(1) (Disclosure harmful to business interests of a third party), 17(1) (Disclosure harmful to personal privacy) and 25(1) (Disclosure harmful to economic or other interests of a public body) of the FOIP Act.

Included in your package is a copy of the contract for the living wall, which includes maintenance.


Also included, is a change order for the purchase of a crane. The crane will be utilized by property management staff for both the maintenance of the living wall and for other day-to-day operations. This particular model of crane was purchased for two reasons: the floor load capacity of the pavilion's main floor made a lightweight design necessary; and it had be able to accommodate use above uneven surfaces such as stairs and ramps.

Any other work that was associated with facilitating the installation of the living wall was included in the base building contracts.

The sections of the Act used to remove information or records have been noted on the attached exception sheet. In addition, any non-responsive information has been removed from your package. The records are being partially released outside of the FOIP process.

If you have any questions please call me at (780) 422-7578.

Yours truly,


Ann Corbett
FOIP Coordinator

Enclosures:

- *Records*
- *Exception Sheet*
- *Freedom of Information and Protection of Privacy Act*
 - *Sections 16(1), 17(1) and 25(1)*

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

Disclosure harmful to business interests of a third party

16(1) The head of a public body must refuse to disclose to an applicant information

- (a) that would reveal
 - (i) trade secrets of a third party, or
 - (ii) commercial, financial, labour relations, scientific or technical information of a third party,
- (b) that is supplied, explicitly or implicitly, in confidence, and
- (c) the disclosure of which could reasonably be expected to
 - (i) harm significantly the competitive position or interfere significantly with the negotiating position of the third party,
 - (ii) result in similar information no longer being supplied to the public body when it is in the public interest that similar information continue to be supplied,
 - (iii) result in undue financial loss or gain to any person or organization, or
 - (iv) reveal information supplied to, or the report of, an arbitrator, mediator, labour relations officer or other person or body appointed to resolve or inquire into a labour relations dispute.

RSA 2000 cF-25 s16;2003 c21 s4

Disclosure harmful to personal privacy

17(1) The head of a public body must refuse to disclose personal information to an applicant if the disclosure would be an unreasonable invasion of a third party's personal privacy.

RSA 2000 cF-25 s17;2003 c21 s5

Disclosure harmful to economic and other interests of a public body

25(1) The head of a public body may refuse to disclose information to an applicant if the disclosure could reasonably be expected to harm the economic interest of a public body or the Government of Alberta or the ability of the Government to manage the economy, including the following information:

- (c) information the disclosure of which could reasonably be expected to
 - (i) result in financial loss to,

1994 cF-18.5 s24;1999 c23 s15

Exception Sheet

File Number: 2017-G-0243

- Section 16(1) (Disclosure harmful to business interests of a third party)
- Section 17(1) (Disclosure harmful to personal privacy)
- Section 25(1) (Disclosure harmful to economic and other interests of a public body)
- Non Responsive

Page Number	Disposition			FOIP Exception
	Full Release	Partial Release	No Release	
1 - 3		✓		Sec 16(1)
4		✓		Sec 17(1) Sec 25(1)(c)(i) Non Responsive
5		✓		Sec 17(1) Sec 25(1)(c)(i)
6		✓		Sec 16(1)
7	✓			
8		✓		Sec 16(1)
9		✓		Sec 17(1)
10	✓			
11 - 13		✓		Sec 16(1)



Nedlaw Living Walls
232-B Woolwich Street South
Breslau, Ontario N0B 1M0
Phone: 519-648-2218 Fax: 519-648-3508

DATE: March 26, 2015
TO: Aidan Hillier
FROM: Randy Walden, President
PROJECT: Edmonton Federal Building
E-Mail: Aidan.hillier@clarkbuilders.com
OF: Clark Builders
RE: Man Lift to Service Wall
OUR PROJECT#: Q10-034

Attention: Aidan Hillier,
To supply one URW295 Spyder Lift. Comes with 4 pads, 2'x2' wood electric powered white tracks and a single 24" approved manlift. F.O.B. site for duration of maintenance contract of BioFilter by Nedlaw Living Walls.

For delivery April 1, 2015

- URW295 CUBRS Spyder Crane
- Service Agreement from Chase Equipment
- Yearly Inspection
- Remove winch cable/block

S. 16(1)

Total: -85,000.26
+ Applicable Taxes

Note:

- Wall lift is required prior to arrival of this unit to service living wall.
- This unit meets all your weight, size restrictions and must enter in front double doors or museum doors.
- Stair ramps not included by Clark for full set of stairs.

Terms: Deposit of 50% required with Balance due on delivery of unit
18% per annum charged on overdue accounts
Quote Open for Acceptance for 15 Days
Snow removal will be extra to the contract

Nedlaw's workforce is not covered by a collective agreement with a trade union. Acceptance of this quotation will, therefore, be deemed to be assent to the work being carried out by non-union labour.

Nedlaw Roofs also supplies and installs "Living Roofs" & "Living Walls". Please visit our website at www.Nedlaw.ca for more information

We thank you for the opportunity to submit this quote. If accepted, please sign below and return a copy to our office in order for us to proceed.

Respectfully,
Nedlaw Roofing Limited

Randy Walden
President

Chase Elevating Equipment



Chase Elevating Equipment Inc.
101, 2903 Kingsview BLVD SE
Airdrie T4A 0C4

(403)466-8573
jeff@chaseee.com
http://www.chaseee.com
Business Number : 835156175RT0001

Estimate

Date	Estimate #
17-Jul-2015	1025
Exp. Date	
	24-Jul-2015

Address
Clark Builders 4703 - 52 Avenue Edmonton AB T6B 3R6

Sales Rep
Shawn Chase

Date	Activity	Quantity	Rate	Sales Tax	Amount (CAD)
17-Jul-2015	URW295CUBRS Spyder Crane Battery/Electric Includes non marking tracks and outriggers pads. 24" basket is also included				
17-Jul-2015	Spyder Crane extended warranty 2 year as per Nedlows request, includes labour and warranty parts. 24 months after purchase date.			S. 16(1)	
17-Jul-2015	Carrying fee				

GST Registration No.: 835156175

Total	CAD 85,000.26
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Accepted By

Accepted Date

EDMONTON FEDERAL BUILDING SPYDER CRANE COST ANALYSIS

Original purchase price	\$ 120,878.00
Monthly rental fee	S. 16(1)
Quoted buyout purchase price	
Value of rent after 8 months	
Total cost of equipment	\$ 120,878.00

S. 16(1)

CCN Number: FB-1462
Spyder Crane
Requested By: .Architect [Kasian Architecture Interior Design and Planning Ltd.]

CCN Issue Date: March 31, 2015
Project ID: B0001F-0012
Contract ID: S. 25(1)(c)(i)
RFI Number:
Other Reference:

Location: 9820 107 Street

Project Title: Federal Building- Parkade and Centennial Plaza, Renovation and Redevelopment

Contractor: Clark Builders
4703 52 Avenue Edmonton, Alberta T6B 3R6 Canada
Attn: Clark Builders

- (1) Pursuant to Specification Section 00 73 00 – Supplementary Conditions, and GC 6.1 – Changes in CCDC 3 – 1998, indicate within 10 days of the above date the changes to the *Contract Price* and *Contract Time* for the following proposed change in the *Work*. Do not proceed with the change without a *Change Order* or *Change Directive* authorizing a change in the *Work*.
- (2) INCLUDE IN PROPOSAL THE TOTAL EFFECT THIS CHANGE WILL HAVE IN TERMS OF COST AND/OR TIME. PROVIDE A DETAILED BREAKDOWN OF LABOUR, EQUIPMENT, AND MATERIALS AND PROVIDE WRITTEN QUOTES FROM ALL SUB-CONTRACTORS INVOLVED IN THIS CHANGE.

Kindly submit a proposal of cost for the following:

CCN Reason:
Client requested changes.

Description:
Nedlaw to provide a Spyder Crane complete with a 1 year service agreement, including all necessary inspections and accessories

Reviewed and issued by:

S. 17(1)

Non-Responsive

Robert Mulyk
Per: Kasian Architecture Interior Design and Planning Ltd.

ISSUED FOR PROPOSAL ONLY
DO NOT PROCEED WITH WORK UNTIL RECEIPT OF A WRITTEN ORDER

**CONTEMPLATED CHANGE NOTICE
Federal Building- Parkade and Centennial Plaza,
Renovation and Redevelopment**

9820 107 Street
To: Clark Builders
4703 52 Avenue Edmonton, Alberta T6B 3R6 Canada
Attention of Clark Builders

CCN Issue Date: March-31-15

CCN Number: FB-1462

Stantec Reference:

Hemisphere Reference:

Genivar Reference:

Other Reference:

Contract ID: **S. 25(1)(c)(i)**
Kasian Project: 109026-9102

Pursuant to Specification Section 00 73 00 – Supplementary Conditions, and GC 6.1 – Changes in CCDC 3 – 1998, indicate within 10 days of the above date the changes to the *Contract Price* and *Contract Time* for the following proposed change in the *Work*. Do not proceed with the change without a *Change Order* or *Change Directive* authorizing a change in the *Work*.

CCN Title	Spyder Crane
	REVISE - in accordance with Stantec Consulting Ltd. document referenced above:
	REVISE - in accordance with Hemisphere Engineering Inc. document referenced above:
	REVISE - in accordance with Genivar document referenced above:
X	REVISE - in accordance with Kasian details below or 'Other' engineering discipline document referenced above:

Description:
Nedlaw to provide a Spyder Crane complete with a 1 year service agreement, including all necessary inspections and accessories.

CCN Reason: Client requested changes. **RFI Number:**

CCN Requested By: .Architect [Kasian Architecture Interior Design and Planning Ltd.]
Kasian Architecture Interior Design and Planning Ltd.

S. 17(1)

March-31-15

Robert Mulyk
Project Manager, Senior Associate

KASIAN ARCHITECTURE
INTERIOR DESIGN AND
PLANNING LTD.

EDMONTON
251 Commerce Place
10150 Jasper Avenue
Edmonton
Alberta
Canada T5J 1W4

t (780) 990-0800
f (780) 990-0809
<https://www.kasian.com>

Vancouver
Calgary
Flagstaff
Doha

Edmonton
Toronto
Shanghai

TCCL CHANGE REVIEW - August 10, 2015

PROJECT: Edmonton Federal Building, Parkade and Centennial Plaza
 CLIENT: Alberta Infrastructure

CCN# : FB-1462
 CRX# : 2662 04/05/2015
 CO# :

Brief Description

Purchase URW295 Spyder Lift

Cost Review

Resource / Description	Quantity	Unit	Labour		(A)	(B)	(C)	(D) = (A+B+C)
			MH	Rate	Total	Material	Equipment	Total

SUBCONTRACTOR(S):

Nedlaw

S. 16(1)

Spyder Crane Purchase

S/C Contractual Mark-ups

S/C Overhead 0.00%
 S/C Profit 0.00%

sub-total subcontractors

CONTRACTOR: Clark Builder

Own forces work

Contractual Mark-ups

Overhead S. 16(1) on own Forces
 Profit on own Forces
 Profit on subcontract work

S. 16(1)

sub-total Clark Builders

Total Subcontractors and Clark Builders

Design Fee
 Contractor's Fee

TOTAL TCCL CHANGE REVIEW

Contemplated Change

Purchase URW295 Spyder Lift

TOTAL CLARK BUILDERS CHANGE ORDER RECOMMENDATION	\$85,000.26
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FROM: David Milburn
Procurement Manager

FILE:

DATE: 2010-05-28

TO: Barb Shipman

TELEPHONE: 780-471-6200

FAX: 780-477-3915

SUBJECT: EDMONTON FEDERAL BUILDING

Green Wall Negotiated Price

Clark Builders, in their capacity as Construction Manager – Constructor, received responses from two Green Wall suppliers on April 29, 2010 both submissions were unacceptable.

It was approved previously by CRC for Clark Builders to negotiate a Contract with Nedlaw Living Walls to obtain the Green Wall required for the Project. The negotiated price is \$836,740.00

It is recommended that Clark Builders be permitted to enter into contract with Nedlaw Living Walls for the negotiated price.

e-mail: Ed Medynski
Jon Newman
Jutta Cyrynowski
Joyce Robertson

HEAD OFFICE:

4703 – 52 Avenue
Edmonton, AB T6B 3R6
Phone: 780-395-3300
Fax: 780-395-3544
www.clarkbuilders.com

Letter of Intent

April 29, 2011

Nedlaw Living Walls
232 Woolwich St S.
Breslau, ON
N0B 1M0
p. 519.648-9779
f. 519.648-9669

Attention: Mr. Alan Harkness

Dear Sir:

Reference: Edmonton Federal Building, Parkade and Centennial Plaza Project
Project ID: B0001F-0012
9102 – 19003 – Green Wall

We wish to advise you that we are accepting your price, in the amount of **Eight Hundred Thirty-Six Thousand, Seven Hundred Forty Dollars (\$836,740.00)** to complete the supply and installation of Green Wall scope of work, as detailed on the plans and specifications, including addenda No. 1 prepared by Kasian Architecture. It is our intent to award you a Subcontract, based on a modified ACA Form A – 2008, as included in the tender documents.

Please see Appendix 1 attached for additional scope information.

The following is required, prior to commencing work on site, and prior to our issuance of any payments on this contract:

S. 16(1)

Please proceed with the processing of your shop drawings, coordination of pipe sleeves and/or ordering of approved equipment and materials. Your work is scheduled to start in the fall of 2011, with planting to be complete and system operational in the spring of 2012

The entire project, of which this contract forms an integral part, must be completed by August 2012. A detailed schedule will be provided with your Subcontract.

The Subcontractor is reminded that Safety is of prime importance, and the Subcontractor will be responsible to conduct all work on site in accordance with the Alberta Occupational Health & Safety Act, and Clark Builders' Safety and Loss Prevention Program.



Please sign and return a copy of this letter to confirm your acceptance. We look forward to working with your firm on this project.

Yours truly,
CLARK BUILDERS

S. 17(1)

Paul Corbett
Senior Project Manager

Accepted by:

Alan Harkness
Nedlaw Living Walls.

CC: Accounting Department
Mauro Zorzetto, CB
Scott Voisey, CB
Peter Jonkman, CB
Ryan Haynes, CB
Kelly Searle, CB
Ian Kopp, CB
Jon Bonnett, CB
Roger Lamontagne, CB
Steve Specht, CB
Andrew Wester, CB
Nikita Cooze, CB

APPENDIX 1

System Description

- Wall and base treatment
 - Water impermeable membrane system
- **Living Wall Directly Connected To HVAC (this quote only for HVAC connection)**
 - Wall (approximate dimensions) 238.5 ft high and 14.7 ft wide = 3492 ft²
 - Irregular Shape
 - Average Air flow of 30,492 cfm through Living Wall (Max Airflow 60, 984 cfm)
 - Adapters to connect to building air handling systems (connections by other)
 - Proprietary synthetic rooting medium
 - Planted with range of proprietary plants selected to fit selected indoor environment and to optimize removal of indoor contaminants, including
- Mechanical components
 - Mechanicals to move water from base to distribution header at top of walls
 - includes pumps
 - System to deliver make up water to Living Walls
 - Solenoids
 - Level switches and float valves and controllers
 - Air movement through system via HVAC system
 - Adapters (size to be confirmed) to allow connections to building air handling systems (connections by others)

Nedlaw will offer consulting services for these components (Actual components not supplied nor installed by Nedlaw.)

- Finishing of area adjacent Living Wall
- Drain placement and installation in Basin
- DCW supply to the system
- Supplemental lighting required by Living Wall

Requirements (by others) to Install Living Wall

1. Water Input
 - a. Typically ½" supply line with back flow preventer located adjacent the living wall
 - b. Good Quality: Low in total dissolved salts and non-softened
 - c. All water costs, permits and fees associated with supplying and draining water to/from the living wall
2. Water Drain
 - a. Assumed 4" floor drain with stand pipe, located in trough (base) of living wall
3. Electrical Power
 - a. Power for pump to be confirmed with mechanical consultant
 - b. Lighting (if required and not included in this quote) may require separate circuit
 - c. All electricity cost, permits and fees associated with providing electricity for the bio-filter wall.
4. Structural considerations
 - a. Assumed wall and trough are block and constructed by others
 - i. Weight of base planting up to 600 kg per m² foot print
 - ii. Wall to support Living Wall supports weight of 50 kg m⁻².
 - b. Quote does not include finishing of the exterior of the Living Wall and areas adjacent the system
 - i. Finishing materials and areas adjacent should be tolerant of humidity and moisture associated with any collection of living plants
5. Lighting requirements
 - a. Either natural or artificial source
 - b. Target 100 to 125 foot candles for 12 hours per day
 - c. Low light levels may void warranties on plants
6. The ambient temperature within facility during installation has to be above 10 Celsius.
7. Lift system to maintain and install wall



Cost of the Living Wall

Implementation Phase
2 Year Maintenance Contract*
Bonding
Total

S. 16(1)

\$836,740.00 Plus Applicable Taxes

S. 16(1)

*Maintenance Contract per Article A (transfers to Building Management on turn-over)

Article A

MAINTENANCE:

Nedlaw's preventative maintenance will include all labour costs associated with carrying out periodic inspections and performing system services as required to provide ongoing maintenance support to the Nedlaw Living Wall. The specifics of the preventative maintenance are specified in Articles B and C.

Nedlaw's preventative maintenance will include plant material to maintain the NEDLAW Living Wall™ provided said system has been operated in accordance with Nedlaw instructions and provided plant loss is not due to abuse, fire, chemical action or other such action resulting from abnormal use of the system.

Maintenance visits are as per specifications to be completed once a week for the first two years of install. The preventative maintenance program will be performed at mutually agreeable times typically during normal business hours from Monday to Friday, 8:00 am to 5:00 pm.

Nedlaw will provide after-hours and holiday emergency service at rates specified in Article C.

All maintenance and service programs shall be provided by a specialist trained to service the NEDLAW Living Wall™. All maintenance records will be logged in duplicate with one kept in a location determined by the Customer and in the proximity of the NEDLAW Living Wall™ and the other kept by Nedlaw.

Article B:

REMOTE SUPPORT

S. 16(1)

Article C:

Each visit will consist of the following;

- Inspect plants for proper health
- Prune plants for plant health and appearance
- Replace plant material as required to maintain system
- Integrate new plant selections identified by Nedlaw R&D activities as they become available
- Carry out required pest control on the plants
- Inspect total NEDLAW Living Wall system, including pumps, water delivery, level controllers and drains, for proper functioning
- Clean plants and water features surfaces
- Inspect water quality in terms of pH and salinity
- Adjust pH and salinity if required



- Inspect environmental control systems and associated computer equipment
- Inspect lighting system (if present)
- Record maintenance activities in maintenance logbook

ON-SITE SUPPORT MAINTENANCE LOG:

In order to effectively serve the customer's needs, an on-going trouble log of questions, problems and optimization ideas will be kept on site within the location of the NEDLAW Living Wall™ for the customer's staff to use. The system performance will be reviewed with the customer's staff at the start of each on-site service visit. Additional discussions will include the system's history and performance, and training needs.

ON-SITE SERVICE CHARGES:

S. 16(1)

Article D

TERMS AND CONDITIONS OF SALE

1. REMITTANCES - All invoices shall be due and payable in CDN currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by *Nedlaw Living Walls Inc.* (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.
2. 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.
3. WARRANTY - Seller warrants that the equipment manufactured and services furnished by it and covered by this agreement 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 substantial completion, 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 supplied other than that provided by the manufacturer. The above noted clause refers to any verbal representations only and does not supersede the specifications.
4. 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 USE OF SELLER'S EQUIPMENT.



5. GOVERNING LAW – In case of any dispute, it is agreed by Customer that such dispute shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario.
6. WAIVERS, ALTERATIONS AND MODIFICATIONS - 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.
7. Nedlaw's work force is not covered by a collective agreement with a trade union. Acceptance of this quotation will, therefore, be deemed to be assent to the work being carried out by non-union labour.

QUALIFICATIONS

S. 16(1)