



Regional Municipality of Durham

Bid Opportunity: T-1160-2021 – Construction of New Seaton Paramedic Station and Training Facility in the City of Pickering

Closing Date: Tuesday, January 11, 2021; 2:00 PM

Addendum Number 04 – Thursday, December 23, 2021

This addendum will form a part of the bid documents for the above-noted bid and shall be read in conjunction therewith. This addendum will take precedence over all requirements of the original bid documents and any addenda issued previously.

Bidders shall acknowledge receipt of this addendum with their electronic bid submission on the declaration page in the bidding system.

Attachments

Doc 3 of 5 Appendix B – Supplementary Conditions to Stipulated Price Contract CCDC 2-2008

- .1 Revised Doc 3 of 4 Appendix B(R1) – Supplementary Conditions to Stipulated Price Contract CCDC 2-2008; Consisting of 59 pages.

Specifications

- .1 Section 06 40 23 ARCHITECTURAL WOODWORK R01

Drawings

- .1 ARCHITECTURAL DRAWING A-930 CASEWORK DETAILS

Doc 2 of 4 Appendices and Attachments

- D-5 Insurance requirements revised
- Schedule of Sections Prices revised

Previous Addendum

Addendum 03 – Issued 2021-12-17

Replace the following Answers to questions previously provided in Addendum 03 with the following:

Answer 21:

Delete and replace in its entirety with the following:

“Please refer to Section 6.4 On-Site Soil Management for Reuse of the SMP.”

Answer 22:

Delete and replace in its entirety with the following:

“Please refer to Section 4.2 Comparison of Soil Testing Results to Excess Soil Quality Standards of the SMP.”

Answer 24:

Delete and replace in its entirety with the following:

“Please refer to Section 6.4 On-Site Soil Management for Reuse of the SMP.”

Appendix D-1 – The Deliverables

Architectural Specifications

1. Section 01 21 13 – Cash Allowances; Add paragraph 1.2.6.4:
 - .4 Related to Section 10 56 13 – Metal Storage Shelving: Include a Cash Allowance of \$10,000.00 for purchasing of metal storage shelving.

Questions and Answers

Question 1:

Will an extension to the closing date be granted?

Answer 1:

Extension was provided in the previous Addendum 03. Closing date was extended to January 11, 2022.

Question 2:

Hello, I'm the SWO Sales Rep for Gerflor Flooring Group. I just read the specification section 09 65 00 and noticed that Armstrong was specified for the linoleum flooring. Armstrong no longer carries the DLW Linoleum brand. That has been purchased by Gerflor in 2018. Please update your specification section by replacing Armstrong with Gerflor. Please let me know if you require any info. Thank you very much.

Answer 2:

The provided information regarding a request for alternate does not follow the guidelines indicated in the Project Manual. Please refer to Document 1 of 4 (Information for Bidders), 1.7 Equivalent Products for procedure of submitting for consideration of equivalent or equal products to the make/model specified.

Question 3:

Hello, I was reviewing the specification section 09 65 00 Resilient Flooring and Accessories and noticed that Armstrong flooring was specified for the linoleum product. Geflor bought the DLW Linoleum plant from Armstrong in 2018. In paragraph 2.2 Manufacturers of Specification Section 09 65 00, please replace Armstrong with Gerflor as an approved manufacturer. Please let me know if you require any information. Thank you very much.

Answer 3:

Please refer to answer 2 above in this Addendum 04.

Question 4:

Please advise on the size of the Roof Hatch required. Spec calls for 36x30 but detail shown on A401 is 1200x1200.

Answer 4:

Hatch is to be as shown on Drawing A401.

Question 5:

Regarding the security portion, it shows that the two doors leading to the Courthouse have maglocks on them on the drawings. But it only shows electric strikes in the door hardware schedule. Please advise it requires strikes or maglocks. If maglock is required, where will the key switch be located and who is responsible to obtain the permit?

Answer 5:

Assuming the question is related to the 'courtyard' doors, these doors are to be secured with maglocks. Maglocks are already included in building permit application.

Question 6:

Regarding the security portion, who will provide the 4 post rack? Is it where the security recorder/networks switch be placed? Please advise that the camera will be recorded at this site or at the main headquarter.

Answer 6:

4 post rack under contractor's scope, to be located in IT room.

Question 7:

Please advise where to locate the CCTV Security Client computer and monitors.

Answer 7:

To confirmed at a later stage. Assume IT room.

Question 8:

Please advise if the electrical contractor should install all conduit and power for the security devices, and security contractor should provide & install the CCTV, Intrusion and Access Control cabling.

Answer 8:

Correct.

Question 9:

Referencing to drawing S-108, there is information provided regarding the roof framing for garbage enclosure. Instead roof detail provided in architectural. And there is no design provided for roof framing. Please clarify.

Answer 9:

The deck is clear spanning to avoid needing intermediate framing members. The steel deck was made deeper to accommodate this design.

Question 10:

Since the closing date extended, when will be the RFI deadline?

Answer 10:

RFI deadline was December 10th as per previous communications.

Question 11:

Masonry Lintel Schedule shown in drawing S-105, provided 190mm interior wall in three different types (L1, L2, L3). Please clarify which one to use.

Answer 11:

L1 - interior openings, max span = 1200 mm; L2 - interior and exterior openings, max span = 1800 mm; L3 - interior openings, max span = 3600 mm.

Question 12:

Masonry Lintel Schedule shown in drawing S-105, provided 240mm interior wall. But there is no 240mm masonry wall in interior for this job. Please clarify.

Answer 12:

Use L4 for exterior openings in 240 CMU

Question 13:

Masonry Lintel Schedule shown in drawing S-105, not provided lintel detail for 290mm interior wall. Please clarify.

Answer 13:

Use *new* L5 – 3L89x89x7.9 for openings with max span = 1200 mm, bearing to match Note 7 on Lintel Schedule on S-105.

Question 14:

Since the selected card reader (ICT-V2) already equipped with keypad, can you please clarify the keypad icon for some of the doors?

Answer 14:

Price as indicated on drawings.

Question 15:

In the electrical drawings legend, we only have fixed, multi-lens and 180 degree camera, however in RFP spec there is a mentioned of fixed camera, mid-range fix camera and long range exterior fix camera. Can you please provide quantity based on these different type?

Answer 15:

Refer to Spec 28 23 00 along with Region's standards. Vendor selected equipment to be confirmed during shop drawing review and coordinated with the Region's security team.

Question 16:

We couldn't find any TS (24hr, 7days switch) icon in security drawings. Please provide the quantity and location of camera and access control headend.

Answer 16:

Assume IT room.

Question 17:

Is it the responsibility of security contractor to provide rack? If so please provide the part number and detail.

Answer 17:

Please refer to answer 6 above in this Addendum 04.

Question 18:

Is it the responsibility of security contractor to provide maglock? Please provide the preferred part number.

Answer 18:

Maglocks are in contract. Vendor proposed devices will be confirmed during shop drawing review.

Question 19:

Is it the responsibility of security contractor to provide Magnetic door contacts for monitoring of roll up (garage) door status? If so please confirm 6 roll up doors.

Answer 19:

Confirmed.

Question 20:

Please provide the part number for door controllers.

Answer 20:

To be confirmed during shop drawing review.

Question 21:

On the drawing it shows that the two doors leading to the courthouse have maglocks on them, but in the door hardware schedule it only shows electric strikes, can you verify if they require strikes or maglocks?

Answer 21:

Maglocks are required on the doors leading to the courtyard.

Question 22:

If maglock are required who is required to obtain the permit?

Answer 22:

The maglocks are included as part of the base building permit.

Question 23:

If maglocks are required where will the key switch be located?

Answer 23:

Adjacent to the main fire alarm control panel.

Question 24:

Who is providing the 4 post rack? And is this where the security recorder/network switch be placed?

Answer 24:

Refer to answer 6 above in this Addendum 04.

Question 25:

Where will the CCTV Security Client computer and monitors be located?

Answer 25:

Refer to answer 7 above in this Addendum 04.

Question 26:

Referencing to drawing A-201, shown glass partition for breakout 109. Please provide more details about the ceiling support for the demountable partition.

Answer 26:

The general contractor is expected to coordinate the ceiling support with the glass partition supplier under contract with the owner.

Question 27:

Will the camera be recorded at this site or at the main headquarters?

Answer 27:

Please refer to Section 00 31 00 Appendix B – Security Services Installation and Security Systems Standards.

Question 28:

Is the brick portal shown on drawing A-201 Gridline 11 part of this tender or part of a future phase 2 tender?

Answer 28:

The brick portal is included in this scope as part of phase 1 work.

Question 29:

There is a note on drawing S-200 that says see drawing 200.1 for Phase 2. We can not locate this drawing. Please advise.

Answer 29:

Phase 2 is not a part of this scope.

Question 30:

The specified baseboard is not suitable for the base application T-2 per Olympia Tile. Please advise.

Answer 30:

Olympia tile manufacturer representative has confirmed the material can be site cut or ordered in a suitable size and is appropriate for the application.

Question 31:

In Section 10 28 13 - Washroom Accessories, there are many Accessories listed in there that aren't shown on the drawings. Can you please confirm which ones pertain and the quantity required?

Answer 31:

See revised 10 28 13 Washroom accessories issued with last Addendum 03.

Question 32:

Specification Section 10 22 19 references Demountable premanufactured partition system yet none found on drawings. Please advise.

Answer 32:

This specification references the partition system forming the south and west walls of room 109.

Question 33:

Referencing drawing number, A-922 & A-923 for gender neutral W/R elevations, please confirm the material required to construct vanities at these locations. i.e.: with solid surface? and if so, what colour of solid surface. And please provide a dimensioned section cut view of the vanities.

Answer 33:

Countertops in all washrooms shall be SS-2. Refer to Finishes Schedule, Section 09 06 00 of the specifications for product info. The section detail will be similar to detail 5/A-930.

Question 34:

Referencing to drawing 8/A-930, Solid Surface Windowsill section, which windows does this section apply to? and what colour of solid surface are these sills?

Answer 34:

Solid surface window sills shall be SS-2. Refer to Finishes Schedule, Section 09 06 00 of the specifications for product info. The sills apply to all windows in areas such as the offices and classrooms. Refer to detail 8/A-930 for the wall assembly the sill would apply to.

Question 35:

Referencing to drawing A-201 Main Floor Plan View, Closets#'s102a/107A, Is that a shelf and coat rod required in these closets, if so, need dimensioned section detail, and material/colour to be used?

Answer 35:

Closet 102A is a coat closet to have a rod and shelf. Shelf to be white melamine, 500mm deep, and rod to be a standard metal rod for closets. Closet 107A is an electrical closet and does not require rod and shelf.

Question 36:

Referencing to specification section 10 51 13 Metal Lockers, the following mentioned:

1. Benches:
 1. Stationary Bench: Steel tube pedestal, 1½ in. diameter steel tubing with 10-gauge steel flanges welded to each end.
 2. Length: As indicated on Drawings.
 3. Pedestal Spacing: Minimum 4 ft. o.c.
 4. Wood Tops: 1¼ in. thick laminated maple hardwood strip bench top with bullnosed edges and two (2) coats clear polyurethane finish.
 5. Manufacturer: To match manufacturer of Metal Lockers specified above.

Please confirm these are the benches detailed 'BCH' on plan 6/A-923?

Answer 36:

That is correct.

Question 37:

Referencing to drawing detail 3/A-930, please clarify what elevation this section relates to?

Answer 37:

This detail applies to the shelf to be installed in the Kitchen 104 and is referenced in Interior Elevation 4/A-920.

Question 38:

Referencing to drawings A-920 & A-921 Millwork elevations with drawers, please provide a dimensioned section cut detail thru the various drawer elevations.

Answer 38:

Refer to detail 9 in attached drawing A-930.

Question 39:

Referencing to specification section 06 40 23 Interior Architectural Woodwork:

2.3.3...drawer boxes are to be Baltic Birch veneer core plywood.

2.5.2...drawer boxes are to be Baltic Birch veneer core plywood.

2.10 Hardware:

1. Drawer Slides: Electro-plated zinc screw mounted, heavy duty, full extension type with captive profile to eliminate side movement, soft close, positive in and out stops and, load capacity to suit drawer size with minimum static load rating of 27 kg for drawers 150 mm and less, and 40 kg for drawers over 150 mm in depth, lengths to suit application, side mounted type.
 1. Product: Metabox 320 Series by Blum, Accuride Series 3832EC by Richelieu, or approved alternate.
 2. File Drawer Slides: Metafile System 'ZRM55030' by Richelieu or 'TandemBox Filing Drawer, 500 mm deep' by Blum or approved alternate.

Please confirm drawer boxes are Blum Metabox with white melamine bottoms and back? and confirm Blum Metafile hardware is not applicable to this tender?

Answer 39:

File Drawer Slides are not applicable to Project.

Drawer boxes are to be Baltic Birch veneer core plywood with finishes as specified and the drawer slides as specified.

Question 40:

Referencing to drawing A-930 Millwork section cut details, please confirm spec'd 'low pressure laminate at cabinet interiors-white' allows cabinet interiors to be a white melamine on MDF cores.

Answer 40:

Yes, cabinet interiors to be white melamine on MDF cores. Please refer to attached drawing A-930 for revised detail notes.

Question 41:

Referencing to specification section 06 40 23 Interior Architectural Woodwork:

1.1 Section Includes

- .1 Custom Wood veneer Casework

2.3 Sheet Materials

- .1 Sheet Products:

- .1 Graded in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 4 requirements for quality grade specified.

- .1 Veneer Face Grade: AA.

Please confirm above Wood veneer Casework is not applicable to this tender.

Answer 41:

Wood Veneer Casework is confirmed not applicable to this Project.

Question 42:

Referencing to specification section 06 40 23 Interior Architectural Woodwork:

2.4 Laminate materials

- .1 Plastic Laminate (PLAM): NEMA LD3, continuous (through) colour high

Please confirm above colour core(thru) laminate is not applicable to this tender.

Answer 42:

NEMA LD3 continuous (through) colour HPDL is applicable to this Project. Refer to Section 09 06 00 - Schedule of Finishes for Plastic Laminate colours and patterns.

Question 43:

Referencing to specification section 06 40 23 Interior Architectural Woodwork:

2.5 Casework

.1.8. Edge-band: HPDL

- .1 Edge-band at doors, drawer fronts, and false fronts: 3 mm thick. Colour and texture to match casework face

Please verify cabinet edging is a 3mm PVC to match cabinet P. Lam exterior colour?

Answer 43:

Cabinet edging is 3 mm thick HPDL edge bands for this LEED project; colour and pattern to match the exterior casework face.

Question 44:

Referencing to specification section 06 40 23 Interior Architectural Woodwork:

2.5 Casework

.3 Wall Cabinets

- .5 Wall Cabinet Bulkheads: Provide custom wood paneling as shown.

Please confirm above custom wood panelling is not applicable to this tender.

Answer 44:

Custom wood paneling for wall cabinet bulkheads is not applicable to this Project.

Question 45:

Referencing to specification section 06 40 23 Interior Architectural Woodwork:

- 2.7 Plastic laminate countertops
 - .1 NAAWS Premium Grade.
 - .2 Plastic Laminate material and colour: Refer to Schedule of Finishes.
 - .3 Core material: Veneer core plywood for Wet Areas.
 - .4 Back splashes: butt joint per drawings.
 - .5 Front edges: as per drawings.

Please clarify which countertops are with a P.Lam finish.

Answer 45:

There are no plastic laminate countertops in this Project.

Question 46:

Referencing to specification section 06 40 23 Interior Architectural Woodwork:

- 2.9 Accessories & Aux. materials
 - .5 Tape: Aluminum foil, insulating and heat dissipating tape. Use butyl tape for isolating wood from masonry or cementitious materials
 - .6 Stainless Steel Sheet: ASTM A 666, Type 304 with AISI No. 4 brushed finish; thicknesses as indicated.

Please confirm material is not applicable to this tender.

Answer 46:

Stainless steel sheet and aluminum foil tapes are not required for interior architectural woodwork in this Project.

Question 47:

Referencing to specification section 06 40 23 Interior Architectural Woodwork,

2.10 Cabinet Hardware

- .5 Cabinet Door Pivot Hinge:
 - .1 Hinges: 270-degree swing, unless indicated otherwise, all metal; Product: 344.06.900 Aximat 300 TM Institutional Hinge by Häfele Co. or approved alternate.
- .6 Piano Hinges: Full metal, 1.5 mm type 304 stainless steel, 50 mm wide continuous hinge.
- .7 Hasp Lock: Hasp Cam Lock, formed for attachment with mechanical fasteners; Matt Nickel finish.
 - .1 Product: Item No. 235.17.600 Hasp Cam Lock by Hafele, C8173 or C8178 by CompX National or approved alternate.
- .12 Elbow Catches: Two-piece design, to inactive cabinet / cupboard door leaf of paired locking doors.
 - .1 Product: 5540180 by Richelieu or approved alternate.
- .13 Drawer and Hinged Door Locks: Cylindrical (cam) type, 6-pin tumbler, brass with chrome-plated finish, and complying with BHMA A156.11, Grade 1.
 - .1 Size to suit door or drawer thickness. Coordinate final keying requirements with Owner. Assume all locks keyed alike in each room.
 - .2 Provide a minimum of three (3) keys per lock.
 - .3 Product: Sargent 4142 or approved alternate.
- .14 Shelf Supports:
 - .1 Shelf Brackets: Formed steel brackets, formed for attachment with lugs; satin finish.

- .3 Pin shelf support: Nickel-plated steel pin shelf support, 5 mm diameter; Product: No. 282.38.708 by Hafele or approved alternate.
- .4 Glass shelf support: Galvanized steel glass pin shelf support with cap, 5 mm diameter; Product No. 2814.41.906 by Hafele or approved alternate.
- .15 Grommets: Plastic material for cut-outs, colour white; 1 Grommet 1: 50 mm round; Product: TG Flip Top Series by Mockett, Round Grommet 76030 by Richelieu, or approved alternate.
- .16 Levelers:
 - .1 Provide levelers as indicated. Purpose made to suit condition. Manufactured by listed hardware manufacturer in this section.
- .17 Casters: Provide plate-mounted swiveling casters as manufactured by listed hardware manufacturer in this section.
 - .1 Provide three (3) casters without brake and one (1) matching caster with brake.
- .18 Under counter hooks: 'HJ-50' type 304, #4 finish stainless steel hook by 'Sugatsune' or approved alternate.
- .20 Cable Tray: Interconnecting, L-shaped plastic brackets; Product: WM27- 90 by Mockett or approved alternate.

Please confirm above hardware is not applicable to this tender.

Answer 47:

All hardware listed above are not applicable to this Project.

Question 48:

Referencing to specification section 06 40 23 Interior Architectural Woodwork,

2.11 Fabrication

- .7 Stainless Steel: Fabricate to required shapes and sizes, true to line and level. Mill joints to a tight, hairline fit. Cope or miter corner joints. Remove burrs and ease edges Remove sharp or rough areas on exposed surfaces;
- .1 Base (Kick): Fabricate from 1.6 mm thickness stainless steel sheet with horizontal directional finish; heights as indicated on Drawings.
- .2 Trim Plates: Fabricate from stainless steel sheet, thickness as shown with horizontal directional finish.

2.12 Shop finishing

- .1 Factory finish all millwork to NAAWS Premium standards. No field finishing permitted except for minor retouching.
- .1 Finishing of Concealed Areas and Back Priming: Apply two coats of sealer to concealed cabinets interiors and backs.
- .2 Wood Finishes:
 - .1 Clear finish for wood veneer: NAAWS water based conversion varnish finish system; formaldehyde free and low VOC; Sheen: 12% sheen.
 - .1 Acceptable Products:
 - .1 Zenith by Valspar;
 - .2 Chemcraft 'Airguard Waterborne Clear TC'; or
 - .3 Approved alternate.
 - .3 Stainless Steel Finishes: AISI No. 4 brushed finish.

Please confirm above material is not applicable to this tender?

Answer 48:

Stainless steel fabrication and clear wood veneer finishes are not applicable to this Project.

Question 49:

We have not received any response to my previous question regarding the requirement for Professional Liability Insurance (Errors and Omissions) mentioned in the Supplementary Conditions. This is not something General Contractors should be required to provide in a Stipulated Sum Contract where we have no involvement with the design.

Answer 49:

Please see revised Appendix B Supplementary Conditions, attached to this Addendum 04.

Question 50:

Referencing to the following details 5/A-601,3/A-702,8/A-801 and 8/A-804, curtain wall's exterior face is projected to outside of the wall assembly. Please confirm this is correct.

Answer 50:

Correct.

Question 51:

Referencing to 3/A-702 and 8/A-801, have shown flashing at the sill of curtain wall. Is this requiring for all exterior curtain walls. If so, please provide details of it.

Answer 51:

Detail 8/A801 is the detail for the flashing, exact dimensions to be determined by the contractor and reviewed as part of shop drawings.

Question 52:

Referencing to drawing 8/A-801 and 8/A-930, have shown an angle supporting the windowsill. Is this requiring for all the windows. If so, please provide details of it.

Answer 52:

Curtain wall support clips to be designed by curtain wall fabricator and reviewed as part of shop drawings.

Question 53:

Referencing to drawing 7/S-500, the detail along curtain wall CW-105A. Please advice whether this detail is applicable for CW-105B along grid line 9 and between grid line M to N.

Answer 53:

That is correct the detail is relevant across the entire condition.

Question 54:

Referencing to drawing 2/A-803, showing C2 ceiling as wood pattern metal soffit. But ceiling assembly shown in drawing A-001 shows C2 ceiling as wood slat. Please confirm which one to follow.

Answer 54:

C2 ceilings to be same prefinished wood pattern siding product as used on EW-7.

Question 55:

Please confirm that the wall shown on A-201, GL6x between GLQ & GLR is EW-07 Faux-Wood Feature wall.

Answer 55:

The wall in question is not a faux wood wall finish. Gypsum board wall to be painted PT-1.

Question 56:

Referencing to drawing 3/A-902, please confirm who is responsible for the for the small and large oxygen tanks.

Answer 56:

The Owner shall supply the oxygen tanks themselves, but the Contractor is responsible for the supply and install of the tank holders and all metal fabrications.

Question 57:

Referencing structural drawings, showing the parapet out of block, but the architectural show its framed and the block terminates at beam/roof. Which one is to be used?

Answer 57:

Architectural details to govern.

Question 58:

Please confirm all the exterior concrete surfaces (Sidewalk and curbs) are broom finished.

Answer 58:

Please refer to Spec section 32 16 15 that states a medium sandblast finish on all exterior concrete surfaces.

Question 59:

Please confirm if there any coloured concrete requirement in this job. If so, please provide more details (location, specification, concrete mix etc.).

Answer 59:

No coloured concrete on this Project.

Question 60:

Referencing to drawing S201 grid line 6a n-r shows a wall but cannot find it on arch. Need to know height, size. Please clarify.

Answer 60:

Architectural information to take precedence, no CMU wall required.

Question 61:

Referencing to drawing 2/A-902, please confirm who is responsible for the backboard hanger scope.

Answer 61:

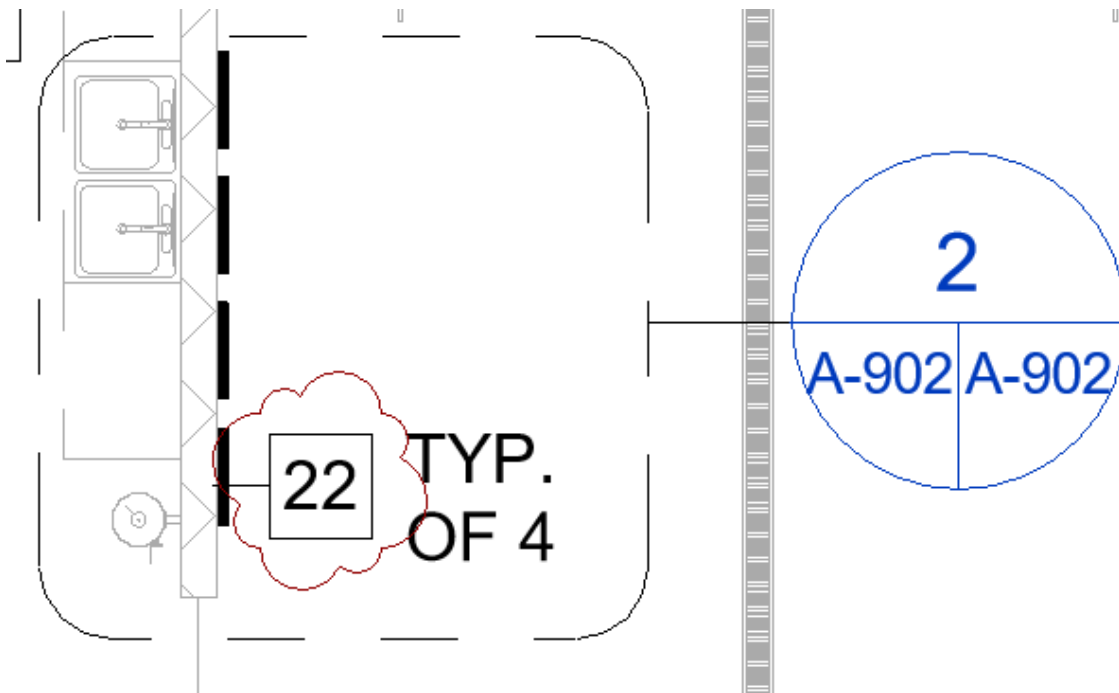
The Contractor is responsible for supply and install of the backboard hangers.

Question 62:

Referencing to drawing 2/A-902, please confirm the quantity and location of this backboard hanger.

Answer 62:

See adjusted keynote below identifying 4 backboards and their locations, final locations to be coordinated on site with owner representative.



Question 63:

Referencing to drawing 1/A-102 podium sign details, please provide details of concrete base and foundation.

Answer 63:

Signage base to be designed by signage contractor under base contract

Question 64:

Referencing to drawing L-102, detail (6/L-104) shown with the bench on cast in place pad is wrong. 6/L-104 is the detail for flog pole base. Please clarify.

Answer 64:

Please refer to detail 6/L105 for bench detail.

Question 65:

Referencing to drawing C-103 site grading plan, there is no curb shown around the sidewalk (Generator's location) on northwest corner of vehicle bay. Please clarify.

Answer 65:

Correct. Please refer to typical section on drawing C104.

Question 66:

Referencing to drawings C-102 and C-103, there is no scale has been provided. Please clarify.

Answer 66:

Scale is 1:500 as noted in the title block on both sheets.

Question 67:

Referencing to furniture and equipment legend shown in drawing A-902, mentioned that metal shelves is by owner. Does that mean supply and install will be by owner? Please clarify.

Answer 67:

Metal shelves to be supplied and installed by Contractor.

Cash allowance of \$10,000 has been added to Section 01 21 13, as identified above in this Addendum 04.

Question 68:

Referencing specification section for metal shelves 10 56 13 is also provided but nothing mentioned about who will be doing this scope of work. Please clarify.

Answer 68:

Please refer to answer 67 above in this Addendum 04.

Question 69:

Referencing to drawing A-900, Storage 118 shown something inside this space. What is the scope there, is that millwork shelf or metal shelf? Please clarify.

Answer 69:

A closet rod and shelf to be supplied and installed by Contractor.

Question 70:

Referencing to drawing A-902, the following spaces have shown metal shelves. Secured 126, Storage 115. There are three other storage locations (110,116 & 118) have shown in this drawing and does these spaces are also receiving metal shelving. Please confirm.

Answer 70:

Please refer to answer 67 above in this Addendum 04.

End of Addendum 04



Request for Tender # T-1160-2021

for

**Construction of New Seaton Paramedic Station
and Training Facility in the City of Pickering**

Appendix B (R1)

**Supplementary Conditions (SC) to Stipulated Price
Contract CCDC 2-2008**

Document 3 of 4

Electronic submission required

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Appendix B – Supplementary Conditions (SC) to Stipulated Price Contract CCDC 2-2008

The Articles of the Agreement, Definitions and General Conditions of the Canadian Standard Construction Document CCDC 2 - 2008, Stipulated Price Contract shall be considered complete except as amended and supplemented by the following supplementary conditions:

1. Article A-1 -The Work

.1 Delete paragraph 1.3 and replace with the following:

1.3 commence the *Work* after receipt of the Order to Commence Work letter issued by the *Owner* and, no later than March 21, 2022. Subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by March 24, 2023 and complete the *Work* in its entirety by April 21, 2023. No work is to be started until the *Owner* has issued an Order to Commence Work letter.

2. Article A-5 - Payment

.1 In paragraph 5.1.1, delete "...in the amount certified by the *Consultant*..." and replace with "...in the amount certified by the *Owner*..."

.2 Delete paragraph 5.3 in its entirety.

.3 Add new paragraphs 5.4 and 5.5 as follows:

5.4 Applications for payment submitted by the *Contractor* must include the following to be considered a Proper Invoice under the Construction Act:

- .1 The *Contractor's* name and address;
- .2 The date of the application for payment and the period during which services or materials were supplied;
- .3 Information identifying the authority under which services or materials were supplied;
- .4 A description, including quantity where appropriate, of the services or materials that were supplied;
- .5 A statement based on the approved schedule of values provided under GC 5.2 - Applications for Progress Payment;
- .6 The amount payable for the services or materials that were supplied and the payment terms;
- .7 The name, title, telephone number and mailing address of the person to whom payment is to be sent;
- .8 Completed CCDC 9A – 2018 Statutory Declaration of Progress Payment Distribution by Contractor, or an alternate form acceptable to the *Owner*;
- .9 Approved *Change Orders* signed by the *Owner*, *Consultant* and *Contractor* applicable to any work for which payment is being requested;

- .10 Copy of successful testing and commissioning reports where specified in the *Specifications*;
- .11 Record of payment review meeting for applicable billing period and proposed payment certificate; and
- .12 A Substantial Performance Release of Claims letter, a Completion Release of Claims letter or a Final Release of Claims letter (when applicable) in the form provided in Appendix SC-D, Appendix SC-E or Appendix SC-F respectively.

5.5 Submit applications for payment according to the *Contract Documents*.

3. Definitions

- .1 Definition 1. *Change Directive*

Delete “and signed by the *Owner*” and replace with “and signed by the *Owner* or the *Consultant*”.

- .2 Definition 4. *Consultant*

Add the following:

The terms “Engineer”, “Architect” and “Contract Administrator” shall be understood to mean the *Consultant* as identified in the Agreement. For this *Contract*, the *Consultant* will be AECOM and the *Consultant’s* representative will be *Jason Chang, OAA, PMP, Senior Architect*.

.3 Definition 11. *Notice in Writing*

Add the following sentence to the end of the definition:

Any notice by either party pursuant to the Construction Act shall be considered a *Notice in Writing* under this Agreement.

.4 Definition 12. *Owner*

Add the following:

The terms “Region”, “Durham Region”, “The Regional Municipality of Durham”, “Region of Durham” and “Project Manager”, shall be understood to mean the *Owner*. The *Owner’s* representative will be Sameh George or his designate.

.5 Definition 20. *Substantial Performance of the Work*

Add the following:

The *Work* shall not be considered “ready for use” until the following requirements have been met:

- .1 the complete system has been commissioned and in trouble free operation for a period of not less than 14 consecutive days, uninterrupted (with the exception of interruptions that are acknowledged in writing by the *Consultant* as being caused solely by design errors);
- .2 all operating and maintenance manuals have been submitted to the *Consultant*;
- .3 draft as-built records (red-line mark-up drawings) have been submitted to the *Consultant*; and

.4 instructions, demonstrations and/or training have been provided to the *Owner's* staff to enable the *Owner* to operate the facility.

.6 Definition 26. *Working Day*

Add the following:

The term "Business Day" shall be understood to have the same meaning as *Working Day*, except that Business Days shall also exclude designated holidays recognized by the *Owner*.

4. GC 1.1 Contract Documents

.1 In paragraph 1.1.8, delete "sufficient copies of *Work*." and replace with "a PDF file of the *Contract Documents*, plus any hard copies required by jurisdictional authorities and approval agencies."

5. GC 2.2 Role of The Consultant

.1 Delete paragraph 2.2.5 and replace with the following:

2.2.5 The *Consultant* shall schedule and chair a monthly payment review meeting with the *Owner* and *Contractor* no less than five calendar days before the end of the payment period to review amounts owing to the *Contractor* for the payment period. These amounts shall be communicated with the *Contractor* and *Owner* by the last day of the current payment period. Based on the *Consultant's* observations, the *Consultant* will recommend to the *Owner* the amounts owing to the *Contractor* under the *Contract*. The *Owner* will issue certificates for payment as provided in Article A-5 of the Agreement - Payment, GC 5.3 - Progress Payment and GC 5.7 - Final Payment.

.2 In paragraph 2.2.7, delete "Except with respect to GC 5.1 - Financing Information Required of the Owner,".

.3 Add the following to paragraph 2.2.13:

If, in the opinion of the *Contractor*, a *Supplemental Instruction* requires an adjustment in the *Contract Price* or *Contract Time*, the *Contractor* shall, within seven calendar days of receipt of the *Supplemental Instruction*, advise the *Consultant* by *Notice in Writing*. Failure to provide *Notice in Writing* within the time stipulated shall imply acceptance of the *Supplemental Instruction* by the *Contractor* without any change to the *Contract Price* or *Contract Time*.

.4 Delete paragraph 2.2.17 and replace with the following:

2.2.17 All certificates will be issued by the *Owner* upon the recommendation of the *Consultant*.

6. GC 2.3 Review and Inspection of the Work

.1 In the first and second sentences of paragraph 2.3.2, delete "reasonable" and replace with "at least three *Working Days*".

.2 Add new paragraph 2.3.8 as follows:

2.3.8 The *Consultant* and/or the *Owner* shall have the authority to temporarily suspend the *Work* for such reasonable time as may be necessary to:

.1 facilitate the checking of any portion of the *Contractor's* construction layout; or

.2 facilitate the inspection of any portion of the *Work*

and the *Contractor* shall not be entitled to any compensation for suspension of the *Work* in these circumstances, unless the suspension was unreasonably repetitive or egregiously long, in which case the *Contractor* can make a claim subject to the Dispute Resolution procedure under this Agreement.

7. GC 2.4 Defective Work

.1 Add new paragraph 2.4.4 as follows:

2.4.4 The *Contractor* shall allow the *Consultant* and *Owner* such reasonable time as may be needed to inspect corrected defective work in accordance with the *Contract Documents* prior to proceeding with further work that may make inspection unduly difficult or impossible.~~The *Consultant* and the *Owner* shall both have the authority to temporarily suspend the *Work* for such reasonable time as may be necessary; and order the *Contractor* to immediately correct defective work that has been rejected by either the *Consultant* or the *Owner* as not having been performed in accordance with the *Contract Documents*. The *Contractor* shall not be entitled to any compensation for such suspension of the *Work*, subject to the Dispute Resolution procedure under this Agreement.~~

8. GC 3.5 Construction Schedule

.1 In paragraph 3.5.1, delete subparagraph .1 and replace with the following:

.1 prepare and submit to the *Owner* and the *Consultant* no later than two weeks after the receipt by the *Contractor* of:

.1 the *Owner's* written Order to Commence Work, or

- .2 a Purchase Order issued by the *Owner*, or
 - .3 the Agreement, executed by the *Owner* and the *Contractor*,
whichever is the earlier, a construction schedule in a format acceptable to the *Owner* that indicates the timing of major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*.
- .2 Add new paragraphs as follows:
- 3.5.2 If the *Contractor* fails to complete a major activity, critical event or milestone by the date indicated in the construction schedule and such failure is anticipated to extend the *Contract Time* or milestones, the *Contractor* shall, within seven calendar days of such failure, submit an updated construction schedule with a narrative clearly indicating how the *Contractor* intends to correct the non-performance and return to the accepted construction schedule. Actions by the *Contractor* to complete the *Work* within the *Contract Time* and to complete major activities, critical events or milestones in accordance with the accepted construction schedule shall not be justification for an adjustment to the *Contract Time* or *Contract Price* unless such failure is due to a delay in accordance with the provisions of GC 6.5 - Delays.
 - 3.5.3 The *Owner* may order the *Contractor* to submit a revised construction schedule showing how the *Contractor* will complete the project on schedule within the specified *Contract Time*, at no additional cost to the *Owner*, if the *Contractor* fails to:~~The *Owner* may, at no additional cost to the *Owner*, order the *Contractor* to~~

~~increase Construction Equipment, labour force or working hours if the Contractor fails to:~~

.1 complete a milestone activity by its scheduled completion date, or

.2 maintain the agreed critical path of the construction schedule. ~~satisfactorily perform the Work as necessary to prevent delay to the overall completion of the Work,~~

~~but only to the extent required to return to the accepted construction schedule.~~

3.5.4 The *Contractor* shall provide an updated construction schedule prior to the *Owner* granting an extension to the *Contract Time*.

3.5.5 In the event of a conflict between the *Contractor's* performance of the *Work* and the *Owner's* requirements to operate an operational facility, the operation of the facility shall always take precedence.

9. GC 3.6 Supervision

.1 Add new paragraph as follows:

3.6.3 The appointed representative shall, at all times, be satisfactory to the *Owner* and applications to replace the appointed representative must be approved by the *Consultant* and the *Owner*.

10. GC 3.7 Subcontractors and Suppliers

- .1 Add the following to paragraph 3.7.5:

“...unless specifically required to do so in the *Contract Documents*.”

11. GC 3.8 Labour and Products

- .1 Delete paragraph 3.8.3 and replace with the following:

3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees and all workers engaged on the *Work*. For the purposes of this *Contract*, "workers" shall also include all persons under the employ of the *Contractor's Subcontractors, Suppliers* and any firms engaged by them on the *Work*. The *Contractor* shall not employ on the *Work* anyone not skilled in the tasks assigned.

- .2 Add new paragraphs as follows:

3.8.4 Where any worker, as defined in paragraph 3.8.3, is found by the *Consultant* or the *Owner*, in their opinion, to be: intemperate; disorderly; wilfully negligent; dishonest; repeatedly in contravention of the *Contract Documents*; in any way repugnant to a member of the public, the *Owner* or the *Consultant*; or incompetent in the performance of their duties under the *Contract*, then the *Consultant* shall provide *Notice in Writing* to the *Contractor* and the *Contractor* shall immediately remove the worker from the *Place of the Work*. Such worker shall not return to the *Place of the Work* without the prior written authorization from the *Consultant*.

- 3.8.5 Where any worker has been removed from the *Work* under this provision from a previous contract, the *Owner* reserves the right to refuse such worker from any involvement in the *Contract*.
- 3.8.6 The Contractor shall, at all times, provide a Superintendent at the Place of the Work who shall be authorized to act on behalf of the Contractor and who shall have full control of the work of the Contractor's forces and of all Subcontractors and Suppliers at the Place of the Work. The Superintendent shall be competent and have both experience and qualifications satisfactory to the Consultant and the Owner. If, at any time, the Consultant or the Owner, acting reasonably, shall give the Contractor Notice in Writing that they are not satisfied that the Contractor's Superintendent is competent or does not have satisfactory experience or qualifications to perform their duties, then the Contractor shall remove and replace the Superintendent with a competent, experienced and suitably qualified person to the satisfaction of the Consultant and the Owner. The Contractor shall not be entitled to any compensation whatsoever where the Consultant or the Owner exercise their rights under this clause.~~The Contractor shall, at all times, provide a Superintendent at the Place of the Work who shall be authorized to act on behalf of the Contractor and who shall have full control of the work of the Contractor's forces and of all Subcontractors and Suppliers at the Place of the Work. The Superintendent shall be competent and have both experience and qualifications satisfactory to the Consultant and the Owner. If, at any time, the Consultant or the Owner shall give the Contractor Notice in Writing that they are not satisfied that the Contractor's Superintendent is competent or does not have satisfactory~~

~~experience or qualifications to perform their duties, then the Contractor shall remove and replace the Superintendent with a competent, experienced and suitably qualified person to the satisfaction of the Consultant and the Owner. The Contractor shall not be entitled to any compensation whatsoever where the Consultant or the Owner exercise their rights under this clause.~~

- 3.8.7 The *Contractor* shall ensure that all materials are delivered to the *Place of the Work* in original containers and packages with labels and seals intact and that they are protected from the elements. All *Products* must be protected from inclement weather and stored at temperatures in accordance with the manufacturer's requirements.
- 3.8.8 Manufactured *Products* which are specified by their proprietary names or by part or catalogue numbers must be provided. No substitute for the *Products* specified will be allowed unless written approval of substitute *Products* are authorized by the *Owner*.
- 3.8.9 The *Contractor* shall use and install all proprietary *Products* in strict accordance with the manufacturer's printed instructions. The *Contractor* shall provide to the *Consultant* a copy of all manufacturers' printed instructions and supplementary directions prior to use or installation.
- 3.8.10 Whenever more than one *Product* is specified for one use, the *Contractor* may select for this use any of the *Products* so specified. The *Contractor* shall assume all responsibility for liabilities and additional costs that may arise as a result of their choice to use one of the named *Products*.

- 3.8.11 The *Contractor* may apply to the *Consultant* or the *Owner* to provide a proposed substitute *Product*, or group of *Products*. Such application shall be in writing and shall indicate reasons why the *Contractor* has proposed the substitution (e.g. significant delay in delivery, strikes, unavailability, improved quality or field service, amount of contract cost reduction, etc.). The *Contractor's* application for a substitution shall be accompanied by sufficient descriptive and technical information, specifications, references and samples for the *Consultant* to thoroughly compare the proposed substitute *Product* or group of *Products* with that specified.
- 3.8.12 The *Consultant's* or *Owner's* assessment of proposed substitutions shall include, but not be limited to, criteria such as quality and durability, performance, ease of operation, safety features, technical support, service and parts, availability and estimated cost of warranty and adherence to minimum specifications. Failure to comply with this requirement to the *Consultant's* or *Owner's* satisfaction may result in rejection of the proposed substitution due to insufficient information or time to evaluate the proposal. **All applications and submissions related to the proposed substitution shall only be made by the *Contractor* and not by any *Subcontractors* or *Suppliers*.**
- 3.8.13 The approval or rejection of a proposed substitution shall be at the discretion of the *Consultant* whose decision shall be final. **Regardless of the *Consultant's* decision on a proposed substitution, the *Owner* reserves the right to assess to the *Contractor* all costs of the *Consultant* and the *Owner* related to their review of the proposed substitution.**

- 3.8.14 The *Contractor's* Lump Sum Tendered Price (Total in Summary Table) shall be based on the *Products* specified. No tender shall be based on a presumed acceptance by the *Consultant* of a substitute *Product*.
- 3.8.15 Acceptance by the *Consultant* of a proposed substitute *Product* or group of *Products* shall apply to this *Contract* only.
- 3.8.16 The *Contractor* shall assume all responsibility for liabilities and additional costs that may subsequently arise as a result of their proposed substitution being accepted by the *Consultant*.
- 3.8.17 Any design or construction changes necessitated by the use of substituted *Products* shall be at the expense of the *Contractor*. The *Contractor* shall be responsible for assuring the proper fit and matching of all substituted *Products* to the surrounding pipe, equipment or materials.

12. GC 3.11 Use of the Work

.1 Add new paragraphs as follows:

- 3.11.3 If working or storage areas in addition to areas provided at the *Place of the Work* are required, the *Contractor* shall be responsible for making arrangements to obtain such additional areas, whether adjacent to the *Place of the Work* or not, and for obtaining all permits and making rental payments that may be required for such additional areas.
- 3.11.4 Upon completion of the *Contract*, the *Contractor* shall provide to the *Consultant* two copies of a Form of Property Owner's Release, using the format provided in Appendix SC-G to the

Supplementary Conditions, signed by each property owner upon whose land the *Contractor* has entered for any purpose in conjunction with the *Contract*. The *Owner's* standard form shall be used for this purpose.

- 3.11.5 The *Owner* shall have the right to enter and occupy the building in whole, or in part, for the purpose of operating the facility after Substantial Performance but before completion of the *Contract*. Such entry and occupation shall not be considered as acceptance of the *Work* or in any way relieve the *Contractor* from responsibility to complete the *Contract*.~~The *Owner* shall have the right to enter and occupy the building in whole, or in part, for the purpose of operating the facility before completion of the *Contract*. Such entry and occupation shall not be considered as acceptance of the *Work* or in any way relieve the *Contractor* from responsibility to complete the *Contract*.~~

13. GC 3.13 Cleanup

- .1 Add new paragraphs as follows:

- 3.13.4 In cases where, in the sole opinion of the *Owner*, the safety of the *Place of the Work* is compromised, or the cleanup required of accumulated waste products or debris is of an egregious nature, the *Owner* shall have the right to back charge cleaning costs to the *Contractor* if not done by the *Contractor* within 24 hours of *Notice in Writing* to cleanup such accumulated waste products or debris.~~The *Owner* shall have the right to back charge cleaning costs to the *Contractor* if not done by the *Contractor* within 24 hours of notice to clean.~~

- 3.13.5 The *Owner* shall have the right to back charge to the *Contractor* the cost of repairs of damage to the site caused by *Contractor* transportation in and out of the site if not repaired **before final payment**.

14. New GC 3.14 Liquidated Damages

Add the following new Article GC 3.14:

GC 3.14 Liquidated Damages

- 3.14.1 It is agreed by the Parties to the *Contract* that in case the *Work* is not substantially performed within the *Contract Time*, as specified in Article A-1 – The Work as amended in the Supplementary Conditions, damages will be sustained by the *Owner* and the parties hereto agree that the *Contractor* will pay to the *Owner* the sum of One Thousand Dollars (\$1,000.00) for each and every calendar day beyond the *Contract Time* specified, as may be amended by the *Consultant*, that the *Work* remains not substantially performed. The parties acknowledge that this is a genuine pre-estimate of damages due to delay, and not a penalty, and that the liquidated damages are the *Owner's* sole monetary remedy for delay damages.
- 3.14.2 The *Owner* may deduct any amount due under this Article from any monies that may be due or payable to the *Contractor* on this or any other contract with the *Owner*. The liquidated damages payable under this Article are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the *Owner*.

- 3.14.3 The *Contractor* shall not be assessed with Liquidated Damages for any delay caused by Acts of God or of the Public Enemy, Acts of the Province, or of a Foreign State, Fire, Flood, Earthquake, Epidemic, Quarantine Restriction, Embargo or delays of *Subcontractors* due to such causes.

15. GC 4.1 Cash Allowances

- .1 In the first sentence of paragraph 4.1.4., delete “plus an amount for overhead and profit on the excess as set out in the *Contract Documents*.”

- .2 Add new paragraph as follows:

- 4.1.8 The *Consultant* may direct the *Contractor* to obtain competitive bids from three or more bidders at no additional cost to the *Owner*, for work for which payment is made from cash allowances. Where this requirement is specified in the *Contract Documents*, award of such competitive bid shall be made in consultation with the *Owner* and in accordance with the *Owner's* Purchasing practices.

16. GC 5.1 Financing Information Required of the Owner

- .1 Delete paragraphs 5.1.1 and 5.1.2 in their entirety.

17. GC 5.2 Applications for Progress Payment

- .1 Paragraph 5.2.1 is amended by the addition of the following:

Applications for payment shall be preceded by a payment review meeting to be held no less than five calendar days before the end of the monthly payment period. The *Contractor* shall submit a draft application for

payment to the *Consultant* and the *Owner* no less than one business day prior to the payment review meeting.

.2 Delete paragraph 5.2.3 and replace with the following:

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed as of the last day of the payment period. The amount shall not include any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* except as provided in paragraph 5.2.7.

.3 Delete paragraph 5.2.4 and replace with the following:

5.2.4 The *Contractor* shall submit to the *Owner* a completed Schedule of Sections and Prices, as the schedule of values for the *Work*.

.4 Delete paragraph 5.2.5 and replace with the following:

5.2.5 The schedule of values shall be in the form provided in the Tender and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Owner*, shall be used as the basis for applications for payment, unless it is found to be in error.

.5 Delete paragraph 5.2.7 and replace with the following:

5.2.7 The *Owner* shall not be obligated to pay for any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* except those *Products* specified in the *Contract Documents*. For those *Products* specified in the *Contract Documents*, the *Contractor* shall deliver such *Products* to the *Place of the Work* and the *Contractor* shall, in advance of receipt of the shipment of the *Products*, arrange for adequate and

proper, secure storage facilities. Such *Products* shall remain at the risk of the *Contractor* who shall be responsible for any loss, damage, theft, improper use, or destruction of the *Products* however caused. Upon delivery and adequate, secure storage of the specified *Products*, the *Contractor* may make application for payment of such *Products*. Application for payment of such *Products* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*. The *Contractor* shall be paid 80% of the value of the *Supplier's* invoice, not including *Value Added Taxes*, on the first progress payment after delivery and secure storage of the specified *Products* at the *Place of the Work*. Where the *Owner* makes advance payments for *Products*, such payment shall not constitute acceptance of the *Products* by the *Owner*. No further payments for the subject *Products* shall be made until the *Products* have incorporated into the *Work* and inspected and/or tested by the *Consultant*.

.6 Add new paragraphs as follows:

5.2.8 The *Contractor* shall include with the second and all subsequent applications for payment, a sworn statement that all accounts for labour, subcontracts, *Products*, construction machinery and equipment, and other indebtedness which may have been incurred by the *Contractor* for work performed and *Products* supplied under the *Contract* and for which the *Owner* might in any way be held responsible, have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

~~5.2.9 — The Owner shall be under absolutely no obligation to make any payment to the Contractor in the face of either a registered lien or a notice of lien until such lien is discharged or vacated or the notice of lien is withdrawn or vacated, along with any applicable certificate of action.~~

18. GC 5.3 Progress Payment

- .1 Delete subparagraphs .2 and .3 of paragraph 5.3.1 and replace with the following:
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than seven calendar days after the receipt of the *Contractor's* application for payment, a recommendation for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* recommends an amount other than that of *Contractor's* application for payment, the *Consultant* will promptly advise the *Contractor* and the *Owner* in writing, giving reasons for the recommendation.
 - .3 the *Owner* shall review the *Consultant's* recommendation for payment, prepare a payment certificate and make payment of the amount recommended by the *Consultant*, or such other amount as the *Owner* determines to be properly due, to the *Contractor* on account as provided in Article A-5 of the Agreement - Payment in accordance with the provisions of the Construction Act after receipt by the *Owner* of the application for payment.

19. GC 5.4 Substantial Performance of the Work

- .1 In paragraph 5.4.2, delete subparagraph .2 and replace with the following:
 - .2 recommend to the *Owner*, with a copy to the *Contractor*, certification of *Substantial Performance of the Work* or a designated portion of the *Work* and the date upon which the *Work* or a designated portion of the *Work* was substantially performed.
- .2 Renumber paragraph 5.4.3 as 5.4.4 and insert new paragraph 5.4.3 as follows:
 - 5.4.3 Upon receipt of the *Consultant's* recommendation for certifying *Substantial Performance of the Work*, the *Owner* shall:
 - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed giving reasons for such decision, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to the *Contractor* and the *Consultant*.

The *Owner* will consider costs of supplying specified spare parts, maintenance manuals, “as-built” drawings, warranty certificates and test results in determining whether or not the *Work* is substantially performed.

20. GC 5.5 Payment of Holdback upon Substantial Performance of the Work

- .1 Add new subparagraphs .3 and .4 of paragraph 5.5.1 as follows:
- .3 submit a release letter, releasing the *Owner* from all further claims relating to the *Contract* for all work performed up to and including the date of *Substantial Performance of the Work*. Such final claim shall itemize all outstanding and unsettled claims by the *Contractor* which are not released. The release letter shall use the format provided in Appendix SC-D to the Supplementary Conditions.
- .4 submit a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB).
- .2 Delete paragraph 5.5.2 and replace with the following:
- 5.5.2 After the receipt of an application for payment from the *Contractor*, and the submissions as required in paragraph 5.5.1, the *Owner* will issue a certificate for payment of the holdback amount.
- .3 Delete paragraph 5.5.3 in its entirety.

21. GC 5.6 Progressive Release of Holdback

- .1 In the first sentence of paragraph 5.6.1, delete “the *Owner* shall pay the *Contractor* the holdback amount retained” and replace with “the *Owner* may, at its sole discretion, pay the *Contractor* the holdback amount retained”. The *Owner* shall not be obligated to release any holdback for

the work of a *Subcontractor* or *Supplier* prior to *Substantial Performance of the Work* as a whole unless specified in the *Contract Documents*.

- .2 Add the following to paragraph 5.6.1:

When the *Owner* agrees to release the holdback amount retained for subcontract work, or for *Products* supplied, the *Contractor* shall, within 30 calendar days of receipt of such payment, submit to the *Owner* written confirmation of payment of such holdback to the applicable *Subcontractor* or *Supplier*. If the *Contractor* fails to submit such written confirmation, the *Owner* shall retain the right to withhold from any amount due or which may become due to the *Contractor* the amount of the released holdback until such written confirmation is received or until payment becomes due for the holdback on the *Work* as a whole, whichever is earlier.

22. GC 5.7 Final Payment

- .1 Delete all paragraphs and replace with the following new paragraphs:

5.7.1 A final certificate for payment will be issued by the *Owner* at the end of the Warranty Period, as may be extended in accordance with the *Contract Documents*, and such final certificate for payment shall include payment of the Warranty Security Holdback amount withheld in accordance with the *Contract Documents*, less any deductions made in accordance with the *Contract Documents*.

5.7.2 Notwithstanding the provisions of paragraph 5.7.3, the *Owner* shall, no later than 28 calendar days after the expiration of the Warranty Period and receipt of the application for payment from the *Contractor*, pay the *Contractor* the final payment amount as provided in Article A-5 of the Agreement - Payment.

- 5.7.3 Release of the final payment shall be subject to receipt of a Final Release of Claims Letter from the *Contractor* using the format provided in Appendix SC-F to the Supplementary Conditions. No alterations, qualifications or limitations upon the Final Release of Claims Letter will be accepted.

23. GC 5.8 Withholding of Payment

- .1 Add new paragraph as follows:

- 5.8.2 All monies payable to the *Owner* by the *Contractor* in accordance with the *Contract Documents* may be retained out of any monies due from the *Owner* to the *Contractor* under this *Contract* with the *Owner*. Such monies may also be recovered from the *Contractor* or their surety jointly or severally in any court of competent jurisdiction, as a debt due to the *Owner* and the *Owner* shall have full power to withhold any estimate or certificate, if circumstances arise which may indicate to it the advisability of so doing, though the sum to be retained may be unascertained.

24. New GC 5.10 Construction Liens

Add the following in new Article GC 5.10:

GC 5.10 Construction Liens

- 5.10.1 The *Contractor* shall give the *Owner Notice in Writing* in the prescribed form under the Construction Act, immediately, of all lien claims or potential lien claims coming to the knowledge of the *Contractor* or their agents.

- 5.10.2 The *Contractor* shall, at the *Contractor's* expense (unless ordered otherwise by an adjudicator or a competent court), remove any liens arising out of this *Contract* and registered or filed against the *Place of the Work*, provided such liens represent a claim for work performed, or materials supplied, after commencement of construction.
- 5.10.3 If, at any time, the *Owner* receives notice of a lien from any person, firm, corporation, or other entity, the *Owner* may withhold 125% of the lien amount from any payments due under the *Contract* until such lien is satisfied or security has been paid into or posted with the court by the *Contractor* to vacate the lien and, where necessary, any certificate of action in respect of such lien. No interest shall be payable on any payments withheld under this paragraph.
- 5.10.4 At the option of the *Owner* and without imposing any obligation whatsoever on the *Owner* to do so, the *Owner* may pay into court an amount sufficient to vacate any lien and, where necessary, any certificate of action in respect of such lien. Any such payment and the costs of so doing, including legal costs on a substantial indemnity basis together with all interest, costs and expenses incurred by the *Owner*, shall be charged to and paid by the *Contractor* or, at the option of the *Owner*, may be treated as a payment to the *Contractor* under the *Contract* and deducted from amounts otherwise owing to the *Contractor* by the *Owner* on this or any other contract unless ordered otherwise by an adjudicator or a competent court.
- 5.10.5 The *Contractor* agrees that all costs incurred by the *Owner* relating to liens filed by contractors, workers, or material or

equipment *Suppliers*, including legal fees on a substantial indemnity basis, shall be paid by the *Contractor* to the *Owner* on demand or, at the option of the *Owner*, may be treated as payment to the *Contractor* under the *Contract* and deducted from amounts otherwise owing to the *Contractor* by the *Owner* on this or any other contract.

- 5.10.6 Where any lien claimant asks from the *Owner* the production for inspection of the *Contract Documents* or the state of the accounts between the *Owner* and the *Contractor*, the *Contractor* shall be liable for an administration fee of up to Two Hundred Dollars (\$200.00) for each request made as compensation for the preparation of such accounting or for the preparation of the *Contract Documents*, or both, as the case may be.
- 5.10.7 Where an application is brought to a judge of a competent jurisdiction to compel production of any particular document to a lien claimant, the *Contractor* further agrees to indemnify the *Owner* from reasonable legal fees on a substantial indemnity basis incurred in appearing on such an application and in addition agrees to pay to the *Owner* its reasonable costs incurred in producing such documents to the extent that the same is made necessary under the disposition of the matter by such judge.
- 5.10.8 Any and all fees, costs, or expenses of any nature whatsoever which are the responsibility of the *Contractor* under this Article shall be deductible from monies otherwise payable to the *Contractor* under the terms of the *Contract Documents*.

25. GC 6.2 Change Order

- .1 Delete and replace the last sentence of paragraph 6.2.2 as follows:

The value of the work performed as a result of a *Change Order* shall be included in the application for progress payment made in the month following the receipt by the *Contractor* of the approved and executed *Change Order*.

- .2 Add new paragraphs as follows:

6.2.3 Where the *Contractor* and the *Owner* agree that a change in the *Work* will result in a change in the *Contract Price*, the method used to determine the amount of adjustment to the *Contract Price* for the proposed change in the *Work* shall be one of the following:

- .1 negotiated lump sum,
- .2 unit price, as set out in the *Contract Documents* or subsequently agreed upon, or,
- .3 cost-plus (time and materials), in accordance with paragraph 6.3.6 of GC 6.3 - Change Directive.

6.2.4 Where the *Contractor* and the *Owner* agree to adjust the *Contract Price* by a negotiated lump sum amount, the *Contractor* shall submit to the *Consultant* a detailed breakdown of the proposed lump sum based on labour, equipment, material and any other reasonably attributable costs. The *Contractor* shall use the *Contractor's* percentage fees specified up to the limits provided in Supplementary Conditions.

- 6.2.5 Where the *Contractor* and the *Owner* agree to adjust the *Contract Price* using the cost-plus method, the *Contractor* and the *Consultant* shall, at the end of each *Working Day*, prepare and agree in writing on a time and materials summary detailing all labour and *Construction Equipment* attributable to that day's work on the *Change Order* and the *Products* used that day in the performance of the work of the *Change Order*. The *Contractor* shall only be entitled to payment of the labour, *Construction Equipment* and *Products* previously agreed to by the *Consultant* on a daily time and materials summary.
- 6.2.6 The form used for a *Change Order* shall be the form provided in Appendix SC-H to the Supplementary Conditions.

26. GC 6.3 Change Directive

- .1 Add new paragraphs as follows:
- 6.3.14 The form used for a *Change Directive* shall be the form provided in Appendix SC-I to the Supplementary Conditions.
- 6.3.15 The “*Contractor’s* percentage fee” as provided in paragraph 6.3.6.1 shall be based on the following:
- .1 For work performed directly by the *Contractor’s* forces:
15% on the first \$100,000 and 10% on any remainder.
- .2 For work performed by a *Subcontractor*.
For the *Subcontractor*:
15% on the first \$100,000 and 10% on any remainder.

For the *Contractor*:

10%, not compounded.

- .3 No further mark-up shall be applied regardless of the extent to which the work is assigned or sublet to others. If work is assigned or sublet to an associate, as defined by the Securities Act, no *Subcontractor* mark-up whatsoever shall be applied.

6.3.16 The “*Contractor’s fee*” as provided in paragraph 6.3.6.3 shall mean the same as the “*Contractor’s percentage fee*” as provided in paragraph 6.3.6.1. Such fee shall be the only compensation which the *Contractor* shall be entitled to claim for any and all overhead and profit, incidental and administrative costs whatsoever related to the change, including but not limited to, costs relating to superintendents and supervision, shop drawing production, estimating, site and home office expenses, workers’ tools, temporary facilities and controls, and coordination of any and all *Work*-related activities.

6.3.17 In calculating labour costs according to paragraph 6.3.7.1, the *Contractor* shall not be entitled to claim, as part of the costs of a *Change Directive*, any costs of labour for any project managers, assistant project managers, superintendents, coordinators, clerical staff nor for any staff of the *Contractor* or their *Subcontractors* who are not directly involved in the work of the *Change Directive* at the *Place of the Work*. The costs of such personnel shall be deemed to be covered by the “*Contractor’s fee*” as provided in paragraph 6.3.6, as amended by the Supplementary Conditions.

.2 Delete paragraph 6.3.7.13.

.3 Add the following to paragraph 6.3.9:

The *Contractor's* proposal for adjustment of the *Contract Price*, if any, shall include a detailed breakdown of the labour, *Construction Equipment, Products* and *Subcontractor* work which is anticipated to be required by the change in the *Work*. Allowable mark-ups on labour, *Construction Equipment, Products* and *Subcontractor* work shall be in accordance with GC 6.3 as amended.

.4 Delete paragraph 6.3.11.

27. GC 6.5 Delays

.1 Add new paragraphs as follows:

6.5.6 For the purpose of paragraph 6.5.3.3, the term “abnormally adverse weather conditions” shall apply only where one of the following conditions has been demonstrated to the satisfaction of the *Consultant*:

.1 Rainfall exceeds 25 mm in 24 hours.

.2 Snowfall exceeds 25 cm in 24 hours.

.3 Ambient outside air temperature exceeds 35 °C for more than two hours.

.4 Ambient outside air temperature is below -25 °C for more than two hours.

In the case of .1 and .2, the majority of the rainfall or snowfall either must have occurred during normal working hours as

specified in the *Contract Documents* or must have commenced within three hours of the start of normal working hours.

6.5.7 Where the *Contractor* claims that a delay has occurred due to abnormally adverse weather conditions, the *Contractor* shall, no later than the next *Working Day* following the date on which such delay has occurred, inform the *Consultant* of their intent to claim for such delay and indicate which work activities have been delayed. The *Contractor* shall submit to the *Consultant* their final claim for such delay within 5 *Working Days* of the end of the occurrence, complete with full supporting documentation from Environment Canada indicating what weather event caused the delay and the hours during which the event occurred.
~~Where the *Contractor* claims that a delay has occurred due to abnormally adverse weather conditions, the *Contractor* shall, on the date such delay has occurred, inform the *Consultant* of their intent to claim for such delay and indicate which work activities have been delayed. The *Contractor* shall submit to the *Consultant* their final claim for such delay within five *Working Days* of the occurrence, complete with full supporting documentation from Environment Canada indicating what weather event caused the delay and the hours during which the event occurred.~~

6.5.8 An extension to the *Contract Time* due to abnormally adverse weather conditions will only be granted if the work activity that has been delayed is part of the *Work's* critical path according to the latest accepted schedule revision at the time of such weather event. The extension to the *Contract Time* shall be limited to the duration of the weather event.

6.5.9 The *Contractor* shall monitor local weather forecasts and take reasonable measures to mitigate delays in the *Work* and damage to the *Work* due to weather conditions. The *Contractor's* claim for delay may be denied or reduced if, in the opinion of the *Consultant*, the *Contractor* had failed to take reasonable measures to mitigate such delays.

28. GC 6.6 Claims for a Change in Contract Price

.1 Delete paragraph 6.6.1 and replace with the following:

6.6.1 The *Contractor* shall give verbal notice of any situation that may lead to a claim for additional payment on the next Working Day after becoming aware of the situation.~~immediately upon becoming aware of the situation.~~ If the *Contractor* intends to make a claim for an increase to the *Contract Price*, the *Contractor* shall, within 7 calendar days of the commencement of the event or series of events giving rise to the claim, give *Notice in Writing* of intent to claim to the *Consultant*. If the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the *Owner* shall, within 7 calendar days of the commencement of the event or series of events giving rise to the claim, give *Notice in Writing* of intent to claim to the *Contractor* and to the *Consultant*.

.2 Delete paragraph 6.6.3 and replace with the following:

6.6.3 The party making the claim shall submit to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based. Such claim shall be submitted within a reasonable time, and in any event no later than 30 calendar days

after becoming aware of the situation. Oral arrangements will not be considered. The party making the claim must produce written evidence in support of the claim, and shall advance no claim in the absence of such written evidence, and shall not use, or attempt to use, against the other party any conversation with any parties.

~~.3 In paragraph 6.6.5, delete “30 Working Days” and replace with “60 calendar days”.~~

29. GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

- .1 Delete subparagraph .1 of paragraph 7.2.3 in its entirety.
- .2 In subparagraph .2 of paragraph 7.2.3, delete “*Consultant*” and replace with “*Owner*”.
- .3 In subparagraph .4 of paragraph 7.2.3, delete “”, except for GC 5.1 - Financing Information Required of the Owner,”.
- .4 Add new paragraph as follows:
 - 7.2.6 No right on behalf of the *Contractor* to suspend the *Work* or terminate the *Contract* shall arise due to the withholding of certificates and/or payments because of the *Contractor's* failure to pay all just claims promptly or because of the registration or notice of liens against the *Place of the Work*.

30. GC 8.2 Negotiation, Mediation, and Arbitration

.1 Delete paragraph 8.2.6 and replace with the following:

8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the termination of the mediated negotiations under paragraph 8.2.5, either party may request that the dispute be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The dispute shall not proceed to arbitration without the consent of both parties. Where both parties consent to send the dispute to arbitration, the arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

31. GC 9.4 Construction Safety

.1 Add new paragraph as follows:

9.4.2 If at any time the *Consultant* or their authorized representative considers the works to be unsafe, they may order the *Contractor* to take immediate measures to ensure adequate safety. If, in the opinion of the *Consultant*, the *Owner* or their authorized representative, the *Contractor* fails to take adequate measures, the *Consultant* or the *Owner* or their authorized representatives may order the *Work* to cease until such measures have been taken. The *Contractor* shall not be entitled to an adjustment in *Contract Price* or the *Contract Time* for such work stoppage.

32. GC 10.1 Taxes and Duties

.1 Add new paragraphs as follows:

10.1.3 Where taxes and/or duties have increased or decreased after the time of the bid closing, the *Contractor* shall provide to the *Consultant* a detailed breakdown of such increase or decrease in costs in a form satisfactory to the *Owner*. Such statement shall be submitted no later than 30 calendar days after the completion of work.

10.1.4 The *Owner* reserves the right to make deductions from regular progress payments as compensation for the estimated benefit from decreased tax or duty costs. Such deductions shall be set off from progress payments pending receipt of the statement itemizing the benefits that have resulted from the decrease in tax or duty costs at which time the final payment adjustment will be determined.

10.1.5 Payments for all work performed under this *Contract* shall be subject to the taxes in force at the time that the work was performed, in accordance with the following:

.1 13% HST is extra and excluded from all lump sum and unit prices provided.

33. GC 10.4 Workers' Compensation

.1 Delete paragraph 10.4.1 and replace with the following:

10.4.1 Prior to commencing the *Work*, again with each of the *Contractor's* applications for payment, including payment of the holdbacks amounts, and with the *Contractor's* application for

final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.

34. New GC 10.5 Non-Resident Contractors

Add the following in new Article GC 10.5:

GC 10.5 Non-Resident Contractors

- 10.5.1 If the *Contractor* is non-resident in Ontario, the *Contractor* shall, immediately after being notified by the *Owner* that their tender has been accepted by the *Owner*, obtain from the Retail Sales Tax Branch a certificate showing that the *Contractor* has registered with the Retail Sales Tax Branch and shall submit such certificate to the *Owner* at the time that they furnish bonds as required by the *Contract* and the Construction Act.
- 10.5.2 In addition, wherever the *Contract Documents* require a Certificate of Clearance from the Workplace Safety and Insurance Board, the non-resident *Contractor* shall provide an equivalent document from their home province or state.

35. GC 11.1 Insurance

- .1 Delete subparagraph .1 “General liability insurance” of paragraph 11.1.1 in its entirety and replace with the following:

“.1 Wrap-Up Liability Insurance

The *Contractor* shall provide and maintain in full force and effect with reliable insurers, a Wrap-Up Liability insurance policy to an inclusive limit of not less than \$10,000,000.

Coverage under this Wrap-Up Policy shall:

- .1 Be in the names of the *Contractor*, the Regional Municipality of Durham, the City of Pickering, and the *Consultant*. The policy shall include all *Subcontractors*, *Suppliers* and/or tradespersons while working on the site as insured and shall extend to cover the employees of the insureds hereunder, and contain a clause to provide that the inclusion of more than one insured shall not in any way affect the rights of any insured with respect to any claim, demand, suit or judgement made against any other insured, and be endorsed to provide the *Owner* with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.
- .2 Provide for a combined single limit of ten million dollars (\$10,000,000) for each occurrence of accident.
- .3 Provide coverage for damage because of bodily injury (including death at any time resulting there from) sustained by any person or persons or because of injury to or destruction of property caused by an occurrence of accident arising out of any operations in connection with this contract subject to all exclusion set forth in the said policy.
- .4 Provide coverage for tortious liability, Owner's or Contractor's Protective Liability, Products or Completed Operations Liability, Contractual Liability and Employers Liability.
- .5 Include the following:
 - a) premises and operations;
 - b) Owner's and contractor's protective liability;

- c) broad form products and completed operations liability;
- d) cross liability;
- e) blanket written and oral contractual liability;
- f) all risk tenant's legal liability;
- g) firefighting expense liability;
- h) non-owned automobile liability;

.6 Be maintained from the date of commencement of the Work until the expiry of the warranty period.

~~.2~~ In the first sentence of subparagraph .1 of paragraph 11.1.1, delete "the Owner and the Consultant as insureds" and replace with "the Owner, the local municipalities and the Consultant as insureds".

~~.3~~ In the last sentence of subparagraph .1 of paragraph 11.1.1, delete "for a period of 6 years" and replace with "for a period of 2 years".

~~.2~~ Delete subparagraphs .3 (Aircraft or Watercraft Liability Insurance), ~~.4~~ ("Broad form" property Insurance), ~~.5~~ (Boiler and Machinery Insurance), ~~.6~~ and .7 (Contractors' Equipment Insurance) of paragraph 11.1.1.

~~.4.3~~ In the first sentence of subparagraph .6 of paragraph 11.1.1, delete 'The "Broad form" property and boiler and machinery policies' and replace with 'The "Broad form" property policy'.

~~.5.4~~ In paragraph 11.1.1, add the following new subparagraphs:

- .8 Contractors' Pollution Liability Insurance in the joint names of the Contractor, the Owner and the Consultant. The policy shall include as insureds all Subcontractors transporting hazardous materials.

- .9 Professional Liability (Errors and Omissions) Insurance in the name of the *Contractor*. Where a *Subcontractor* will perform professional design work, such *Subcontractor* shall be a jointly named insured and may provide this coverage on behalf of the *Contractor* for the work which the *Subcontractor* will be performing.

~~6.5~~ Add the following to paragraph 11.1.2:

Confirmation of coverage with respect to Wrap-Up Liability, Automobile Liability and Contractors' Pollution Liability insurance required shall be provided using the Region of Durham's standard Certificate of Insurance form provided as Appendix SC-A to the Supplementary Conditions.

~~7.6~~ Add new paragraph as follows:

- 11.1.9 No claims for additional insurance will be considered unless such additional insurance has been pre-approved by the *Owner*.

36. GC 11.2 Contract Security

- .1 Delete the last sentence of paragraph 11.2.2 and replace with the following:

The form of such bonds shall be in accordance with the standard bond forms as provided in the Construction Act.

- .2 Add new paragraph as follows:

- 11.2.3 No claims for additional bonding will be considered unless such additional bonding has been pre-approved by the *Owner*.

37. GC 12.1 Indemnification

- .1 In subparagraph .2 of paragraph 12.1.1, delete “6 years” and replace with “2 years”.

38. GC 12.2 Waiver of Claims

- .1 In paragraph 12.2.2, delete “395 calendar days” and replace with “760 calendar days”.

- .2 Delete paragraph 12.2.7 and replace with the following:

12.2.7 The party giving “Notice in Writing of claim” as provided for in GC 12.2 - Waiver of Claims shall submit within 60 calendar days, or such other time period as may be agreed by the parties, a detailed account of the amount claimed.~~The party giving “Notice in Writing of claim” as provided for in GC 12.2 - Waiver of Claims shall submit within 60 calendar days a detailed account of the amount claimed.~~

- .3 Delete the last sentence of paragraph 12.2.8 and replace with the following:

The party making the claim shall submit a final account no later than 60 calendar days after the end of the effects resulting from the event or series of events.

39. GC 12.3 Warranty

- .1 Throughout GC 12.3, delete “one year” and replace with “two years”.

.2 Add the following to paragraph 12.3.4:

If the correction of the defects or deficiencies in the *Work* cannot be completed within five full *Working Days* following receipt of the *Notice in Writing* from the *Consultant*, the *Contractor* shall not be in default if the *Contractor*,

- .1 commences the correction within the five full *Working Days* following receipt of the *Notice in Writing*;
- .2 provides the *Owner* with an acceptable schedule for the progress of such correction; and
- .3 completes the correction in accordance with such schedule.

If the *Contractor* fails to correct the defects or deficiencies in the *Work* within the five full *Working Days* following receipt of the *Notice in Writing* from the *Consultant*, or such agreed upon schedule for such correction, the *Owner*, without prejudice to any other right or remedy the *Owner* may have, may correct such defects or deficiencies in the *Work*.

The *Owner* shall have the right to determine the existence of an emergency situation and, when such an emergency situation is deemed to exist, the *Owner* may instruct the *Contractor* to take immediate action to remedy the situation. If the *Contractor* does not take timely action or, if the *Contractor* is not available, the *Owner* may direct others to remedy the situation.

If the *Consultant* determines that the emergency situation was the fault of the *Contractor*, the remedial work shall be performed at the *Contractor's* expense. If the *Consultant* determines that the emergency situation was not the fault of the *Contractor*, the *Owner* shall pay for the remedial work.

- .3 Add the following to paragraph 12.3.6:

Extended warranties shall be submitted to the *Consultant* no later than 30 calendar days after the date of *Substantial Performance of the Work*.

- .4 Add new paragraphs as follows:

12.3.7 In accordance with paragraph 12.3.4, the *Contractor* shall carry out correction of defects and deficiencies at such times as may be convenient to the *Owner*, which may require work by the *Contractor* outside of normal working hours. Additional costs for work in this regard shall be borne by the *Contractor*.

12.3.8 Any *Products* requiring excessive servicing during the warranty period (or free maintenance period if applicable) shall be considered defective and the warranty (or free maintenance period) shall be deemed to start over on the date that the defect causing such excessive servicing has been corrected.

12.3.9 The decision of the *Owner* shall be final as to the necessity for repairs or for work to be done under warranty.

40. CCDC 41 – Insurance Requirements

Canadian Standard Construction Document CCDC 41, CCDC Insurance Requirements, dated January 21, 2008 shall be considered complete except as amended and supplemented by the following supplementary conditions.

- .1 Delete paragraph 1 in its entirety and replace with the following:

1. Wrap-Up Liability insurance shall be with an inclusive limit of not less than \$10,000,000 and shall provide for a combined single limit of \$10,000,000 for each occurrence of accident.

.2 Delete paragraphs 3, ~~4, and 5, and 6.~~

.3 Add the following new paragraph:

8. Contractors' Pollution Liability insurance shall have limits of not less than \$5,000,000 per occurrence. Such insurance shall include all operations associated with hazardous materials handling or removal. Contractors' Pollution Liability insurance shall have no exclusion for blasting, shoring, underpinning, raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause.

9. Professional Liability (Errors and Omissions) insurance shall have limits of not less than \$2,000,000 per occurrence and an aggregate limit of not less than \$4,000,000.

Appendices to Supplementary Conditions to Stipulated Price Contract CCDC 2-2008

- SC-A Region of Durham Standard Certificate of Insurance Form
- SC-B Form 32 Performance Bond under Section 85.1 of the Act
- SC-C Form 31 Labour and Material Payment Bond under Section 85.1 of the Act
- SC-D Substantial Performance Release of Claims Letter
- SC-E Completion Release of Claims Letter
- SC-F Final Release of Claims Letter
- SC-G Region of Durham Standard Form for Property Owner's Release of Land Used
by the Contractor
- SC-H Change Order Form
- SC-I Change Directive Form

Appendix SC-A – Region of Durham Standard Certificate of Insurance Form

Refer to T-1160-2021 (Doc 2 of 4) Appendices and Attachments.

Appendix SC-B – Form 32 Performance Bond under Section 85.1 of the Act

In accordance with the terms and conditions of this RFT, the lowest compliant bidder must complete and submit Form 32 Performance Bond under Section 85.1 of the Construction Act.

The surety firm must send all contract progress report requests directly to the *Consultant* or the *Owner's* Project Manager.

Appendix SC-C – Form 31 Labour and Material Payment Bond under Section 85.1 of the Act

In accordance with the terms and conditions of this RFT, the lowest compliant bidder must complete and submit Form 31 Labour and Material Payment Bond under Section 85.1 of the Construction Act.

Appendix SC-D – Substantial Performance Release of Claims Letter

Before the release of any portion of the 10 % Statutory Holdback, the *Contractor must* provide a Substantial Performance Release Letter to the Project Manager using the following wording and format:

(*Contractor's* letterhead)

The Regional Municipality of Durham

Works Department

5th Floor

605 Rossland Road East

P.O. Box 623

Whitby, Ontario

L1N 6A3

Attention: Sameh George

**RE: Region of Durham Contract T-1160-2021;
Construction of New Seaton Paramedic Station and Training Facility
Substantial Performance Release of Claims**

In the matter of Contract T-1160-2021, being a contract between (company name) and the Regional Municipality of Durham, I, (first and last names), being the (position) of the above named company, hereby certify that (company name) agrees that the amount of \$xxxx.xx represents the total value of the work completed under this contract up to (cut-off of next payment).

(xxxx being the date of *Substantial Performance of the Work*).

I further certify that (company name) has no further claims related to work performed on this contract on or before the date of *Substantial Performance of the Work* except as noted below.

I further certify that **(company name)** will expeditiously complete any and all outstanding work and to discharge all unfulfilled obligations under the Contract.

Outstanding issues:

1. **(Description and value of claim)**
2. **(Description and value of claim)**
3. **(Description and value of claim)**

Signature

Name

Position

Appendix SC-E – Completion Release of Claims Letter

Before release of the Completion Payment Certificate or Invoice, the *Contractor must* provide a Completion Release Letter to the Project Manager using the following wording and format:

(*Contractor's* letterhead)

The Regional Municipality of Durham

Works Department

5th Floor

605 Rossland Road East

P.O. Box 623

Whitby, Ontario

L1N 6A3

Attention: Sameh George

RE: Region of Durham Contract T-1160-2021;

Construction of New Seaton Paramedic Station and Training Facility

Completion Release of Claims

In the matter of Contract T-1160-2021, being a contract between **(company name)** and the Regional Municipality of Durham, I, **(first and last names)**, being the **(position)** of the above named company, hereby certify that **(company name)** agrees that the amount of **\$xxxx.xx**, as shown on your proposed Completion Payment Certificate Number, represents the total final value of work completed under this contract, subject to the resolution of the following outstanding claims:

Outstanding issues:

1. (Description and value of claim)
2. (Description and value of claim)
3. (Description and value of claim)

Signature

Name

Position

Appendix SC-F – Final Release of Claims Letter

Before release of the Final Payment Certificate or Invoice, the *Contractor must* provide a Final Release Letter to the Project Manager using the following wording and format with no alterations, qualifications or limitations:

(*Contractor's* letterhead)

The Regional Municipality of Durham

Works Department

5th Floor

605 Rossland Road East

P.O. Box 623

Whitby, Ontario

L1N 6A3

Attention: Sameh George

RE: Region of Durham Contract T-1160-2021;

Construction of New Seaton Paramedic Station and Training Facility

Final Release of Claims

In the matter of Contract T-1160-2021, being a contract between (company name) and the Regional Municipality of Durham, I, (first and last names), being the (position) of the above named company, hereby certify that (company name) agrees that the amount of \$xxxx.xx represents the total final value of the work completed under this contract and that (company name) has no further claims related to this contract.

Signature

Name

Position

Appendix SC-G – Region of Durham Standard Form for Property Owner's Release of Land Used by the Contractor

Upon completion of the *Contract*, the *Contractor* shall provide to the Project Manager two (2) copies of a form of release signed by each property owner upon whose land the *Contractor* has entered for any purpose in conjunction with the *Contract* as follows:

Date:

To: Sameh George
The Regional Municipality of Durham
Works Department
5th Floor
605 Rossland Road East
P.O. Box 623
Whitby, Ontario
L1N 6A3

RE: Contract T-1160-2021

I hereby certify that (insert name of Contracting Firm) have fulfilled the terms of our agreement and have left my property in a satisfactory condition.

I release (insert name of Contracting Firm) and the Regional Municipality of Durham from further obligations.

Yours very truly,

Signature

Property Owner's Name __

Lot __, Concession _____, Municipality of ____

(Please complete above, printing with ink or by typewriter)

Final payment will not be paid to the *Contractor* until all the applicable forms of release have been signed by property owners, received by the *Owner* and checked.

Appendix SC-H – Change Order Form



**REGIONAL MUNICIPALITY OF DURHAM
WORKS DEPARTMENT**

CHANGE ORDER

Contract No.	Change Order No.	Section/Division	P.O. Number	Contractor	RFQ #
Contract Description				Municipality	Consultant / Cont. Administrator
DESCRIPTION OF CHANGE(S): The following is an amendment to the <i>Contract</i> stating the agreement between the <i>Owner</i> and the <i>Contractor</i> upon a change in the <i>Work</i> and the adjustments in the <i>Contract Price</i> and <i>Contract Time</i> :					
<u>Item</u>	<u>CD No.</u>	<u>Description</u>	<u>Amount</u>		
1			\$ _____		
2			\$ _____		
3			\$ _____		
			TOTAL \$ _____ 0.00		
Change in Contract Price increased / decreased by: \$0.00			Change in Contract Time increased / decreased by: 0 Working Days		
Does CO require revised Contract Drawings for issue ?		Yes No	Is cost recoverable?		Yes No
Does CO require "As-Built" changes later ?		Yes No	If yes, state source:		_____
Contract Drawing / Sketch No:		_____			
Does the work included under this CO alter any existing items in the contract ?			Yes No	If Yes, Item/Section No(s): _____	
Expected Credit for the altered items as a result of this CO: \$			\$ _____	Processed Date: _____	
Initiated / Recommended by: _____ Region / Municipality / Consultant Date			(2) Approved by: _____ Works Construction Manager Date		
(1) Approved by: _____ Works Project Manager Date			(3) Approved by: _____ Works Director Date		
Agreed by Contractor _____ Contractor Date			(4) Acknowledged by: _____ Works Administration Manager Date		

CCDC 2 Change Order Form 2013-03-05

Appendix SC-I – Change Directive Form



**REGIONAL MUNICIPALITY OF DURHAM
WORKS DEPARTMENT
CHANGE DIRECTIVE**

Contract No.	Change Directive No.	Contractor	
Contract Description			Section / Division
<p>DESCRIPTION OF CHANGE</p> <p>The <i>Owner</i> hereby directs the <i>Contractor</i> to make the following changes in the <i>Contract</i>. The adjustment to <i>Contract Price</i> and the <i>Contract Time</i> will be established according to the provisions of the General Conditions of Contract as revised by the Supplementary General Conditions of Contract.</p>			
<p>This Change Directive affects the following Specification Section(s) / Tender Items:</p>			
<p>To be paid by:</p> <input type="checkbox"/> Lump Sum <input type="checkbox"/> T & M <input type="checkbox"/> Unit Price	<p style="text-align: center;">Estimated cost</p> <p>\$ _____</p>	<p>SCHEDULE IMPACT</p> <input type="checkbox"/> No Impact <input type="checkbox"/> Add _____ Working Days <input type="checkbox"/> Deduct	
<p>ISSUED BY:</p> <input type="checkbox"/> CONSULTANT / CONTRACT ADMINISTRATOR <input type="checkbox"/> OWNER <p>_____ Date _____</p> <p style="text-align: center;">Name and title of person signing</p> <p>_____</p> <p style="text-align: center;">Signature</p>			
<p>ACKNOWLEDGED BY CONTRACTOR</p> <p>Failure to sign and return the Acknowledgement, shall in no way relieve the <i>Contractor</i> of its obligations under the <i>Contract</i>.</p> <p>_____ Date _____</p> <p style="text-align: center;">Name and title of person signing</p> <p>_____</p> <p style="text-align: center;">Signature</p>			

Distribution: White - Owner Yellow - Contractor Pink - Consultant / Contract Administrator / Inspector

RMD Change Directive Form 2015-05-13

1 General

1.1 Section includes

- ~~.1 Custom Wood veneer Casework.~~
- ~~.2.1 Custom plastic Laminated (PLAM) Casework.~~
- ~~.3.2 Countertops.~~
- ~~.4.3 Cabinet hardware.~~

1.2 Performance requirements

- .1 Design cabinets capable of withstanding the effects of earthquake motions determined according to applicable code. Provide anchorage on cabinets exceeding 1,200 mm in height or, where they are likely to be hazard from overturning.

1.3 Administrative requirements

- .1 Coordination:
 - .1 Coordinate with other work having a direct bearing on work of this Section.
 - .2 Coordinate the work with mechanical, electrical and electrical rough-in, installation of associated and adjacent components.
 - .3 Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other sections to ensure that cabinets can be supported and installed as indicated.
 - .1 Coordinate metal reinforcement by Section 09 21 16 – Gypsum Wallboard with mounting requirements and wall cleats for wood paneling, base and upper cabinets and accessories.
- .2 Pre-installation Meeting:
 - .1 Convene one (1) week before starting work of this Section; conduct meeting at Project site.
 - .2 Require attendance of the Consultant, Installer, Manufacturer and other parties directly affected by the work of this Section.

- .3 Review preparation and installation procedures, coordination and scheduling required with related work, referenced installation standards, manufacturer's installation instructions and warranty requirements.
- .4 Prepare and distribute minutes of meeting to Owner and participating parties.

1.4 Submittals for review

- .1 Submit according to Section 01 33 00 – Submittal Procedures.
- .2 Sustainable Design: Submit the below completed forms demonstrating compliance with Section 01 81 13 – Sustainable Design Criteria:
 - .1 APPENDIX-B to Section 01 81 13 titled 'LEED v4 Material Reporting Form- Low Emitting'
 - .2 APPENDIX-C to Section 01 81 13 titled 'LEED v4 Material Reporting Form'
- .3 Product Data:
 - .1 Provide data for panel products, cabinet hardware and accessories, and finishing materials and processes.
- .4 Shop Drawings:
 - .1 Indicate materials, component profiles, plans, sections and elevations, assembly methods, joint details, fastening methods, accessory listings, hardware location and schedule of finishes.
 - .2 Show locations and sizes of cutouts and holes for plumbing items, electrical wiring, switches, and outlets, and other items installed in cabinets.
- .5 Samples:
 - .1 Provide two 300 x 300 mm samples illustrating each cabinet and shelving unit finish.
 - .2 Provide two 300 x 300 mm samples illustrating each countertop finish.
 - .3 Provide two 400 mm x 400 mm fabricated and assembled outside corner samples illustrating joinery and finish of custom millwork.

- .4 Provide two samples of drawer pulls and hinges illustrating hardware finish.

1.5 Submittals for information

- .1 Qualifications Data: For Fabricator and Installer.
- .2 Installation Data: Provide application instructions.
- .3 Inspection reports.

1.6 Quality assurance

- .1 Perform work in accordance with Architectural Woodwork Institute (AWI), Architectural Woodwork Manufacturers Association of Canada (AWMAC) and Woodwork Institute's (WI) North American Architectural Woodwork Standards (NAAWS), Premium Grade.
- .2 Fabricator Qualifications: Company specializing in fabricating Products specified in this section with minimum five (5) years' documented experience.
- .3 Installer Qualifications: Company specializing in fabricating Products specified in this section with minimum five (5) years' documented experience.

1.7 Mock-up

- .1 Provide mock-up of:
 - .1 Full size, one of each type of millwork unit.
 - .2 Full size, base cabinet and upper cabinet including plumbing accessories and fitments.
- .2 Locate where directed by Consultant.
- .3 Approved mock-up may remain as part of the Work.

1.8 Delivery, storage, and protection

- .1 Protect units from moisture damage.

1.9 Environmental requirements

- .1 During and after installation of work of this section, maintain the same temperature and humidity conditions in building spaces as will occur after occupancy.

2 Products

2.1 Materials – sustainable design

- .1 Refer to Section 01 81 13 – Sustainable Design Criteria for LEED material requirements.

2.2 Lumber materials

- .1 Hardwood Lumber: NAAWS Premium Grade; maximum moisture content of 6 percent; of quality suitable for transparent finish, certified to FSC STD-04-004.
- .2 Refer to Schedule of Finishes for basis of design natural wood species, type, and cut.

2.3 Sheet materials

~~.1~~ ~~Sheet Products:~~

- ~~.1~~ ~~Graded in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 4 requirements for quality grade specified;~~

- ~~.1~~ ~~Veneer Face Grade: AA.~~

~~.2.1~~ ~~Sheet Cores:~~

.1 Medium Density Fibreboard (MDF):

- .1 Composed of wood fibres, medium density, FSC certified; of grade to suit application; sanded faces, formaldehyde free binder with 100 % recycled and recovered fibre conforming to ANSI A208.2. Moisture resistant MDF panel to be used in all high moisture locations.

.2 Acceptable Product:

- .1 Dry locations:

- .1 Roseburg Forest Products 'Medite II';
 - .2 Uniboard 'MDF Excel';
 - .3 Arauco 'Trupan'; or
 - .4 Approved alternate.
- .2 Wet locations:
 - .1 Roseburg Forest Products 'Medex';
 - .2 Arauco 'Trupan Moisture Resistant';
 - .3 Uniboard 'NU Green MR-50'; or
 - .4 Approved alternate.
- .2 Veneer Core Plywood:
 - .1 Non-Telegraphing, to AWCSA O153, Type II adhesive, Poplar plywood, exterior, waterproof, sound grade, good two sides, sanded faces without voids or defects, no added urea formaldehyde, 19 mm thick unless otherwise indicated or specified.
- 3.2 Hardwood veneer core plywood:
- .1 Veneer core plywood cores for solid surface countertops: CSA O153, Poplar plywood, exterior, waterproof, sound grade, good two sides, sanded faces without voids or defects, no added urea formaldehyde, 19 mm thick unless otherwise indicated or specified.
 - .2 Baltic Birch Plywood for drawers and drawer bodies: NAAWS premium grade, FSC Certified, Baltic Birch plywood with single piece face veneer, good two sides, sanded faces without voids or defects, no added urea formaldehyde, 12 mm and 15 mm thick.

2.4 Laminate Materials

- .1 Plastic Laminate (PLAM): NEMA LD3, continuous (through) colour high pressure decorative laminate (HPDL), Grade VGS; selected from manufacturer's full colour range, with matte and high gloss finishes.
 - .1 Refer to Schedule of Finishes for type, product and colour.
- .2 Cabinet Liner: NEMA LD3, Grade CLS, not less than 0.5 mm thick.
 - .1 Colour: As selected by Consultant.

2.5 Casework

- .1 Plastic Laminate Casework:
 - .1 Grade: NAAWS Premium Grade.
 - .2 Sheet Core: Minimum 19 mm thick MDF to meet NAAWS grade specified.
 - .3 Construction Type: NAAWS construction type to be Frameless.
 - .4 Cabinet and door interface: flush overlay.
 - .5 Exposed Surfaces: HPDL, colour, finish and pattern direction, meeting requirements of NAAWS for Grade specified.
 - .6 Exposed interior surfaces: HPDL matching exposed surfaces.
 - .7 Semi-exposed surfaces: Cabinet liner matching exposed surfaces.
 - .8 Edgeband: HPDL
 - .1 Edgeband at doors, drawer fronts, and false fronts: 3 mm thick. Colour and texture to match casework face.
- .2 Drawers: NAAWS Premium Grade:
 - .1 Side Construction: Baltic Birch Veneer core plywood core, 12 mm thick core, dovetailed or lock-shoulder jointed into 15 mm body and back.
 - .2 Bottom Construction: Baltic Birch Veneer core plywood, 6 mm material, dadoed into body (subfront and back) and sides.
 - .3 Drawer Face: Matching cabinet exposed surface finish and core material.
 - .4 Finish:
 - .1 Side back and sub-face: to match casework semi-exposed finish.
 - .2 Drawer face: to match casework exposed surface finish.
- .3 Wall Cabinets: NAAWS Premium Grade, with finish to match base cabinets.
 - .1 Provide top and bottom Fillers and Corner Panels.
 - .2 Provide scribes and fillers with a max. 25 mm exposed dim.
 - .3 Underside of Cabinets: Type 'B' flush (one tight joint line visible)
 - .4 Provide custom valances at underside of cabinets as shown.

~~.5 Wall Cabinet Bulkheads: Provide custom wood paneling as shown.~~

~~.6.5 Cabinet Backs (Wall Hung Cabinets): Wall hung cabinet backs must not be relied upon to support the full weight of the cabinet and its anticipated load for hanging/mounting purposes. Method of back joinery and hanging/mounting mechanisms should transfer the load to case body members.~~

.4 Shelving: NAAWS Premium Grade.

.1 Construction: To match Exposed panel products.

.2 Core: to meet NAAWS grade and loading requirements.

.3 Panel Edge Band: To match exposed panel product finishes.

.4 Provide adjustable shelves in all cabinets, set shelf standards flush with surface of gables unless shown or called for otherwise. Set shelf brackets within cabinets flush with underside of shelf.

.5 Provide custom dropped heavy duty front edges as shown.

2.6 Solid surfacing fabrications, countertops and trim

.1 Division 6 Section Solid Surfacing Fabrications; Fabrications, countertops and trim installed by Section 06 61 16 – Solid Surfacing Fabrication.

~~2.7 Plastic laminate countertops~~

~~.1 NAAWS Premium Grade.~~

~~.2 Plastic Laminate material and colour: Refer to Schedule of Finishes.~~

~~.3 Core material: Veneer core plywood for Wet Areas.~~

~~.4 Back splashes: butt joint per drawings.~~

~~.5 Front edges: as per drawings.~~

2.82.7 Custom locker support

.1 Custom Veneer core plywood with wood veneer Freestanding Benches:

.1 Frame: 19 mm Veneer core plywood.

.2 Joinery: in accordance with AWMAC premium grade standard.

.3 Edge Treatment: Solid wood matching face for species and cut with reveals as indicated

2.92.8 Accessories and auxiliary materials

- .1 Adhesive: Type recommended by NAAWS to suit application.
- .2 Fasteners: Size and type to suit application.
- .3 Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; nickel plated finish in concealed locations and stainless steel finish in exposed locations.
- .4 Concealed Joint Fasteners: Threaded steel.
- .5 Tape: Aluminum foil, insulating and heat dissipating tape. Use butyl tape for isolating wood from masonry or cementitious materials.
- .6 Stainless Steel Sheet: ASTM A 666, Type 304 with AISI No. 4 brushed finish; thicknesses as indicated.
- .7 Steel Sections for Counter Supports: As specified in Section 05 50 00 – Metal Fabrications.

2.102.9 Hardware

- .1 General: Manufacturer's products specified or indicated represent standard of quality required. Provide specified or indicated products or approved alternative products having the same functional and appearance characteristics and conforming to or exceeding the requirements of CAN/CGSB-69.25/ANSI/BHMA A156.9.
- .2 Metal Hardware Finish: Nickel plate, unless otherwise specified.
- .3 Hardware for 19 mm Thick Doors:
 - .1 Hinges: 170 degree swing, soft close, unless indicated otherwise, fully concealed, all metal; Product: Blum 90 series or Euromat Series by Hettich International, or approved alternate.
 - .2 Magnetic Latch: Magnetic, automatic opening, touch latch; Product: BP509690 by Richelieu or approved alternate.
- ~~.4 Hinges: Soft Close, Full metal, nickel plated, concealed, spring loaded, soft close, 110 and 170 degree hinges.~~
- ~~.5 Cabinet Door Pivot Hinge:~~

- ~~.1 Hinges: 270 degree swing, unless indicated otherwise, all metal;
Product: 344.06.900 Aximat 300 TM Institutional Hinge by Häfele
Co. or approved alternate.~~
- ~~.6 Piano Hinges: Full metal, 1.5 mm type 304 stainless steel, 50 mm wide
continuous hinge.~~
- ~~.7 Hasp Lock: Hasp Cam Lock, formed for attachment with mechanical
fasteners; Matt Nickel finish.

.1 Product: Item No. 235.17.600 Hasp Cam Lock by Hafele, C8173 or
C8178 by CompX National or approved alternate.~~
- ~~.8.4 Drawer Slides: Electro-plated zinc screw mounted, heavy duty, full
extension type with captive profile to eliminate side movement, soft close,
positive in and out stops and, load capacity to suit drawer size with
minimum static load rating of 27 kg for drawers 150 mm and less, and 40
kg for drawers over 150 mm in depth, lengths to suit application, side-
mounted type.

.1 Product: Metabox 320 Series by Blum, Accuride Series 3832EC by
Richelieu, or approved alternate.~~
- ~~.9.5 File Drawer Slides: Metafile System 'ZRM55030' by Richelieu or
'TandemBox Filing Drawer, 500 mm deep' by Blum or approved alternate.~~
- ~~.10.6 Drawer and Door Bumpers: Permanently fixed polyurethane type, clear
colour.~~
- ~~.11.7 Pulls:

.1 Pull Type 1: Angled tab pull, satin stainless steel, projecting 39mm,
120 mm long; ADA compliant; Product: Mockett DP157-SSS Series
or approved alternate.~~
- ~~.12 Elbow Catches: Two-piece design, to inactive cabinet / cupboard door
leaf of paired locking doors.

.1 Product: 5540180 by Richelieu or approved alternate.~~
- ~~.13 Drawer and Hinged Door Locks: Cylindrical (cam) type, 6-pin tumbler,
brass with chrome-plated finish, and complying with BHMA A156.11,
Grade 1.~~

~~.1 — Size to suit door or drawer thickness. Coordinate final keying requirements with Owner. Assume all locks keyed alike in each room.~~

~~.2 — Provide a minimum of three (3) keys per lock.~~

~~.3 — Product: Sargent 4142 or approved alternate.~~

~~.14.8 Shelf Supports:~~

~~.1 — Shelf Brackets: Formed steel brackets, formed for attachment with lugs; satin finish.~~

~~.2.1 Pilasters: Recessed pilasters and clips, zinc plated steel; Product: 255 and 256 by Knappe & Vogt or approved alternate.~~

~~.3 — Pin shelf support: Nickel plated steel pin shelf support, 5 mm diameter; Product: No. 282.38.708 by Hafele or approved alternate.~~

~~.4 — Glass shelf support: Galvanized steel glass pin shelf support with cap, 5 mm diameter; Product No. 2814.41.906 by Hafele or approved alternate.~~

~~.15 — Grommets: Plastic material for cut-outs, colour white;~~

~~.1 — Grommet 1: 50 mm round; Product: TG Flip Top Series by Mockett, Round Grommet 76030 by Richelieu, or approved alternate.~~

~~.16 — Levelers:~~

~~.1 — Provide levelers as indicated. Purpose made to suit condition. Manufactured by listed hardware manufacturer in this section.~~

~~.17 — Casters: Provide plate-mounted swiveling casters as manufactured by listed hardware manufacturer in this section.~~

~~.1 — Provide three (3) casters without brake and one (1) matching caster with brake.~~

~~.18 — Under counter hooks: 'HJ-50' type 304, #4 finish stainless steel hook by 'Sugatsune' or approved alternate.~~

~~.19.9 Coat Rod: Bright chrome plated steel rod and flanges, 32mm diameter rod.~~

~~.1 Product: CBH 762 rod with CBH 752 flanges by Canadian Builders Hardware Manufacturing Inc., 1212508140 rod with 2212512140 flanges by Richelieu, or approved alternate.~~

- ~~.20 Cable Tray: Interconnecting, L-shaped plastic brackets; Product: WM27-90 by Mockett or approved alternate.~~

2.112.10 Fabrication

- .1 Fabricate to NAAWS Grade standards indicated in Part 2.
- .2 Shop prepare and identify components for matching during site assembly.
- .3 Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.
- .4 When necessary to cut and fit on site, provide materials with ample allowance for site cutting and scribing.
- .5 Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners.
- .6 Provide cut-outs for plumbing fixtures and fittings. Verify locations of cut-outs from site dimensions. Seal cut edges.
- ~~.7 Stainless Steel: Fabricate to required shapes and sizes, true to line and level. Mill joints to a tight, hairline fit. Cope or miter corner joints. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces;~~
 - ~~.1 Base (Kick): Fabricate from 1.6 mm thickness stainless steel sheet with horizontal directional finish; heights as indicated on Drawings.~~
 - ~~.2 Trim Plates: Fabricate from stainless steel sheet, thickness as shown with horizontal directional finish.~~

2.122.11 Shop finishing

- .1 Factory finish all millwork to NAAWS Premium standards. No field finishing permitted except for minor retouching.
 - .1 Finishing of Concealed Areas and Back Priming: Apply two coats of sealer to concealed cabinets interiors and backs.
- ~~.2 Wood Finishes:~~
 - ~~.1 Clear finish for wood veneer: NAAWS water based conversion varnish finish system; formaldehyde free and low VOC; Sheen: 12% sheen.~~

- ~~.1 Acceptable Product:~~
 - ~~.1 Zenith by Valspar;~~
 - ~~.2 Chemcraft 'Airguard Waterborne Clear TC'; or~~
 - ~~.3 Approved alternate.~~
- ~~.3 Stainless Steel Finishes: AISI No. 4 brushed finish.~~

3 Execution

3.1 Examination

- .1 Verify existing conditions before starting work.
- .2 Verify adequacy of backing and support framing.
- .3 Verify location and sizes of utility rough-in associated with work of this section.

3.2 Installation

- .1 Install Work in accordance with NAAWS Premium Grade.
- .2 Set and secure casework in place; rigid, plumb, and level. Provide anchoring to conform to seismic requirements.
- .3 Use fixture attachments in concealed locations for wall mounted components.
- .4 Use concealed joint fasteners to align and secure adjoining cabinet units and counter tops.
- .5 Carefully scribe casework abutting other components, with maximum gaps of 1 mm. Do not use additional overlay trim for this purpose.
- .6 Secure cabinet counter bases to floor using appropriate angles and anchorages.
- .7 Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.
- .8 Isolate wood members in contact with masonry or cementitious construction with butyl tape.

- .9 At junctions of counter and back splash and at junctions of cabinets and adjacent wall finishes, apply small bead of clear silicone sealant.

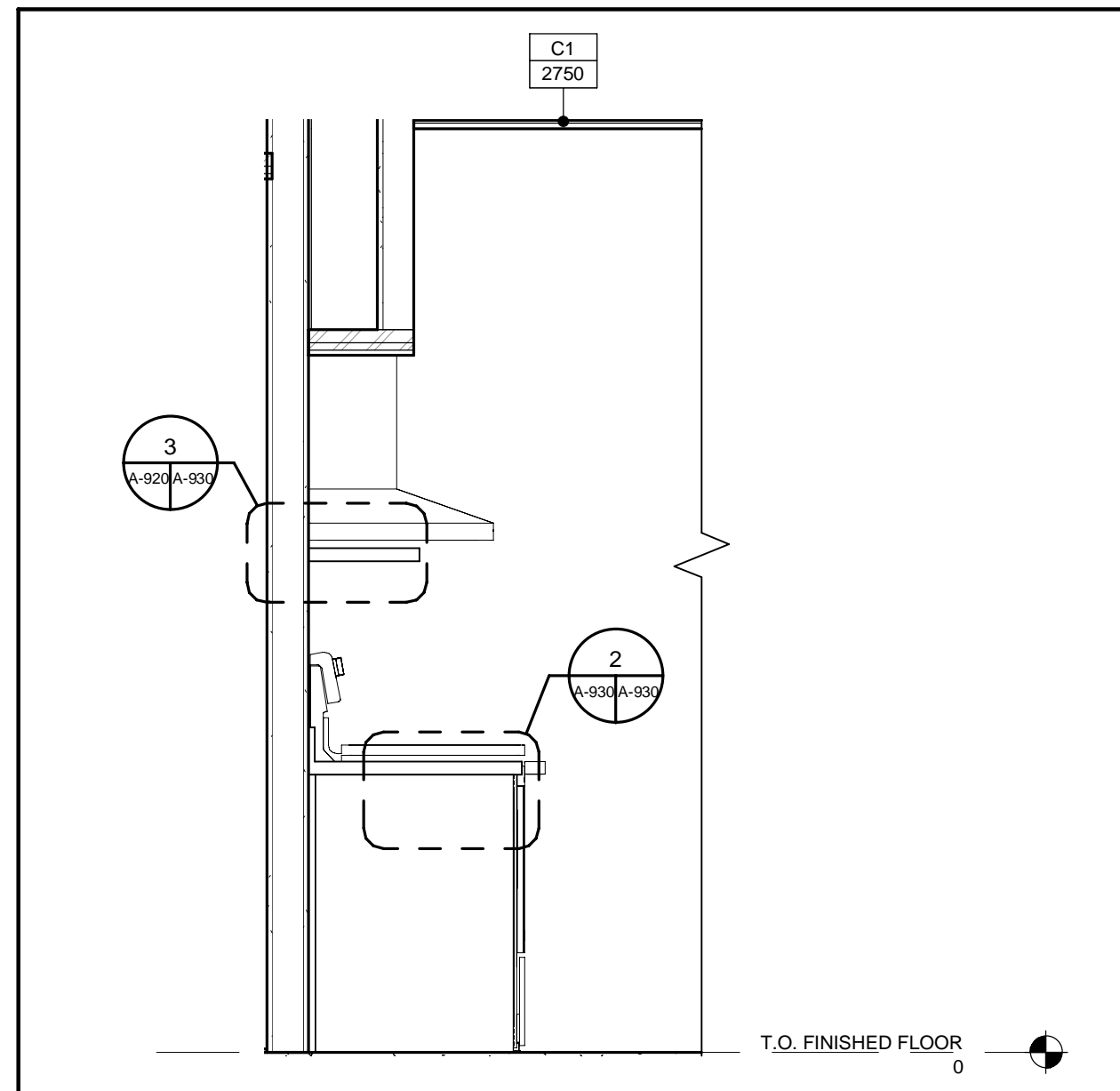
3.3 Adjusting

- .1 Test installed work for rigidity and ability to support loads.
- .2 Adjust moving or operating parts to function smoothly and correctly.

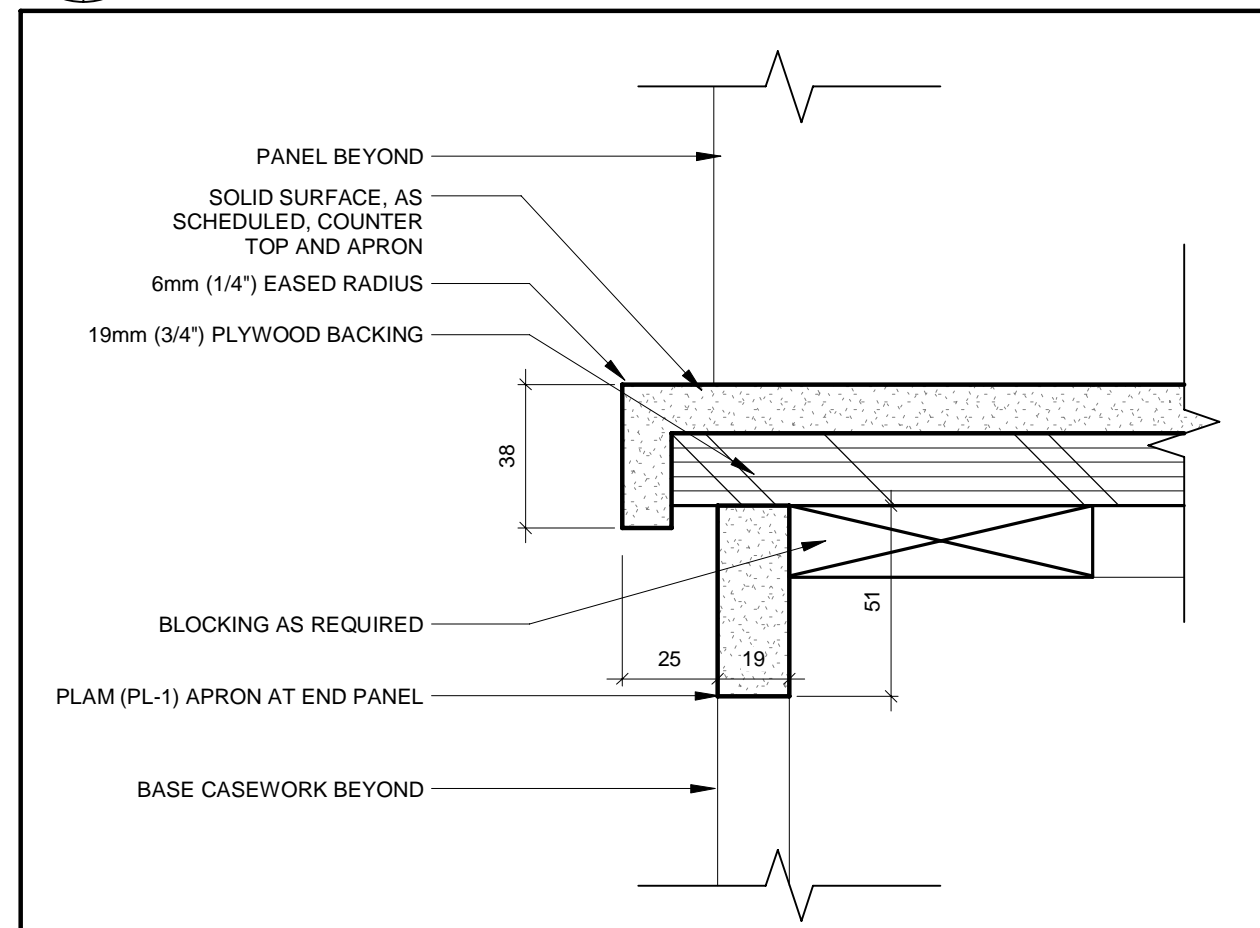
3.4 Cleaning

- .1 Clean installed work.
- .2 Clean casework, counters, shelves, hardware, fittings, and fixtures.

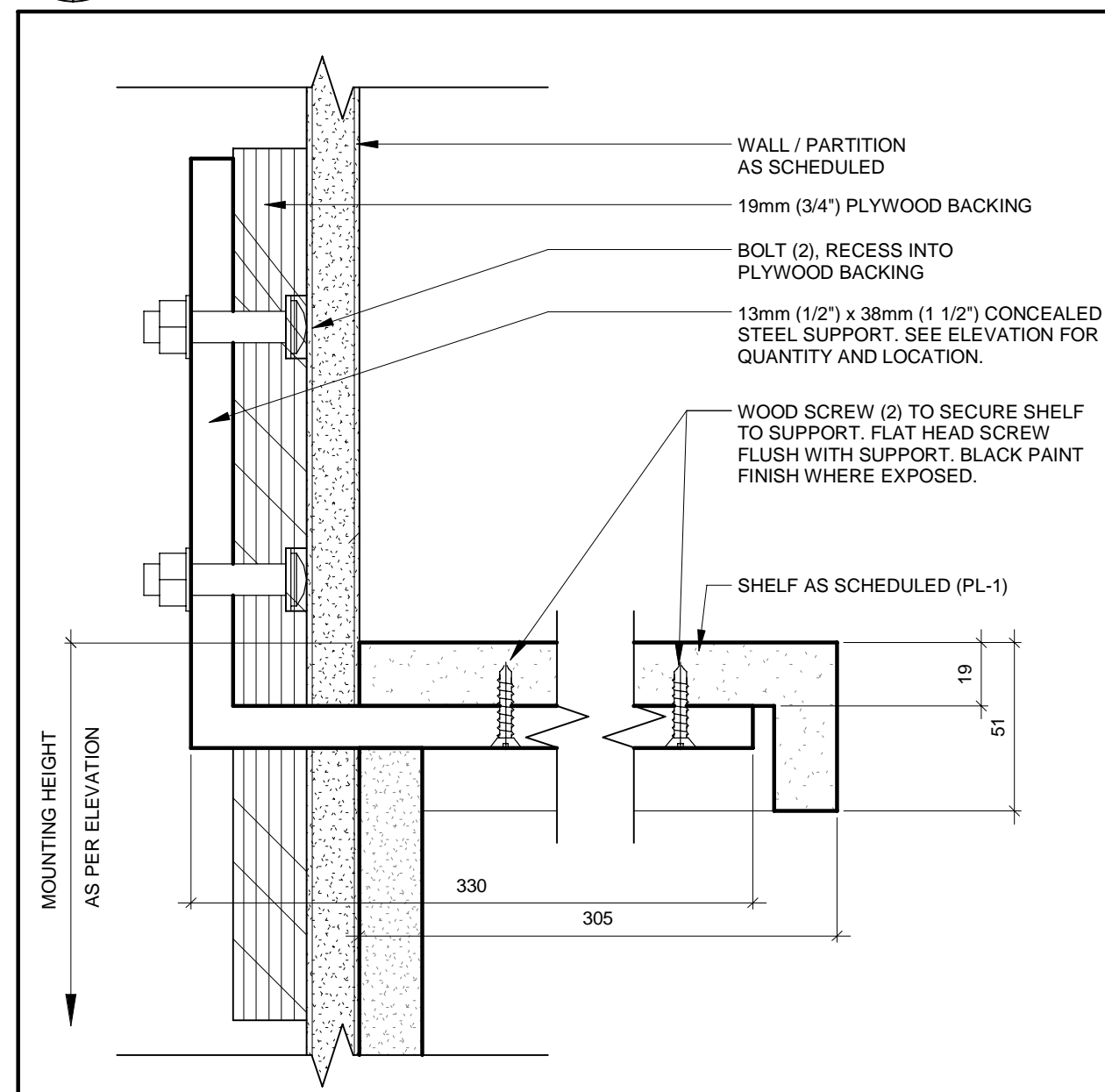
End of section



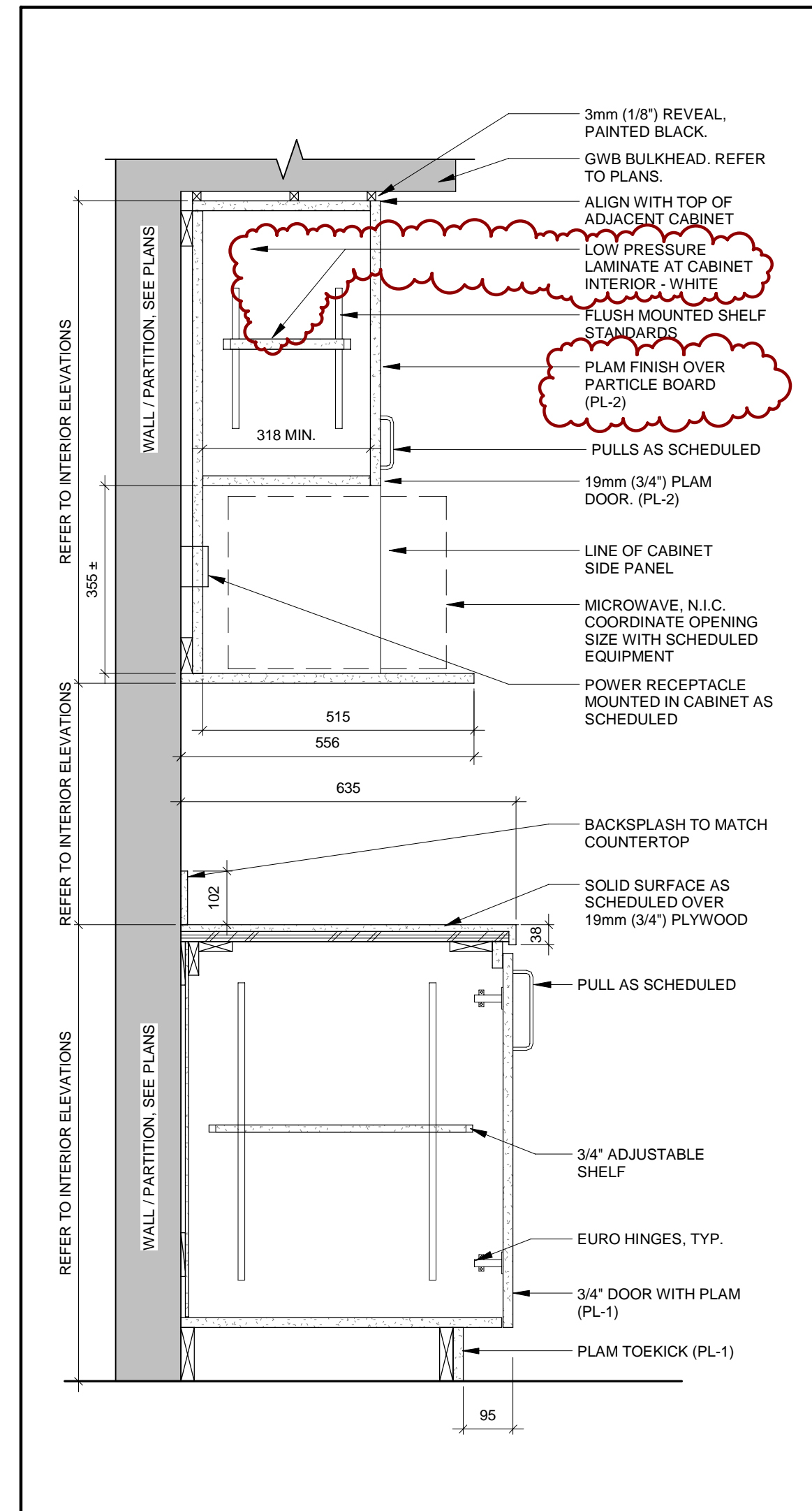
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A-921 A-930 1:20



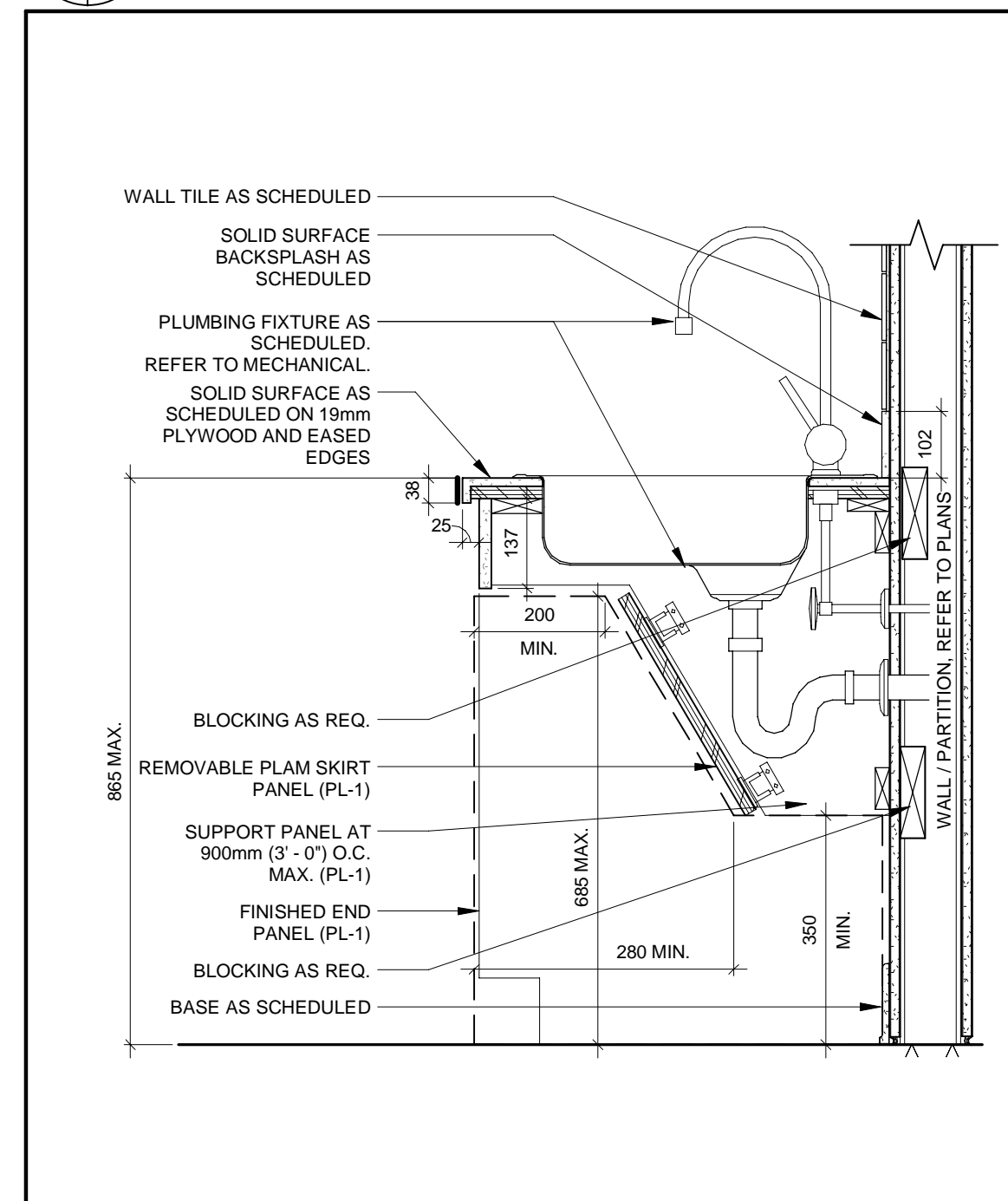
2 COUNTER EDGE
A-930 A-930 1:2



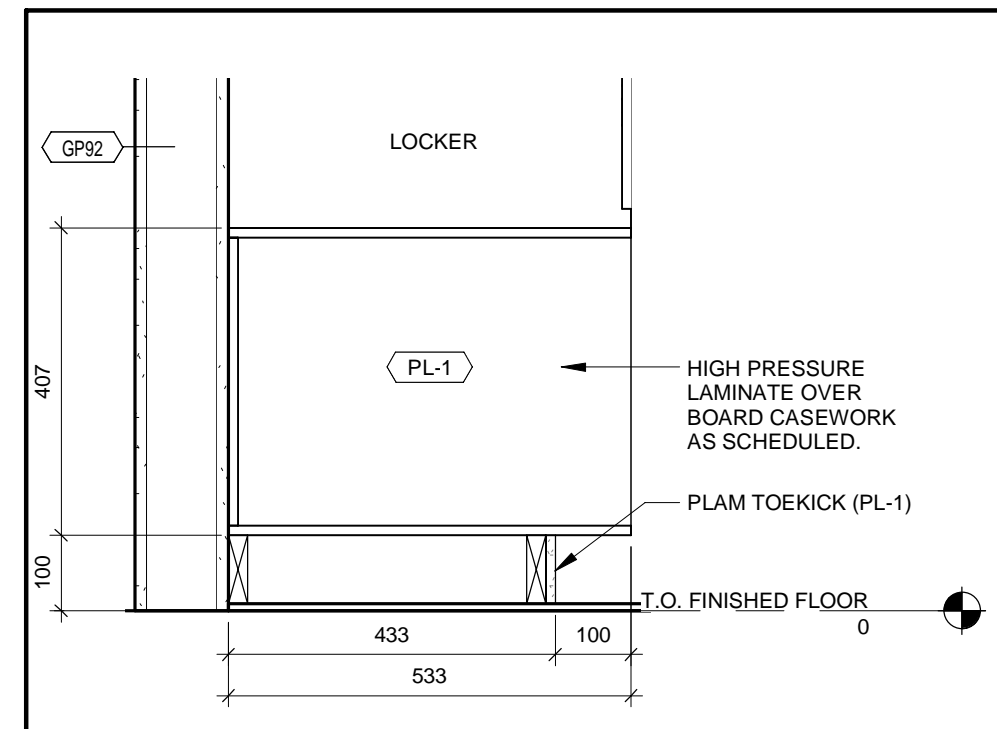
3 SHELF SUPPORT
A-920 A-930 1:2



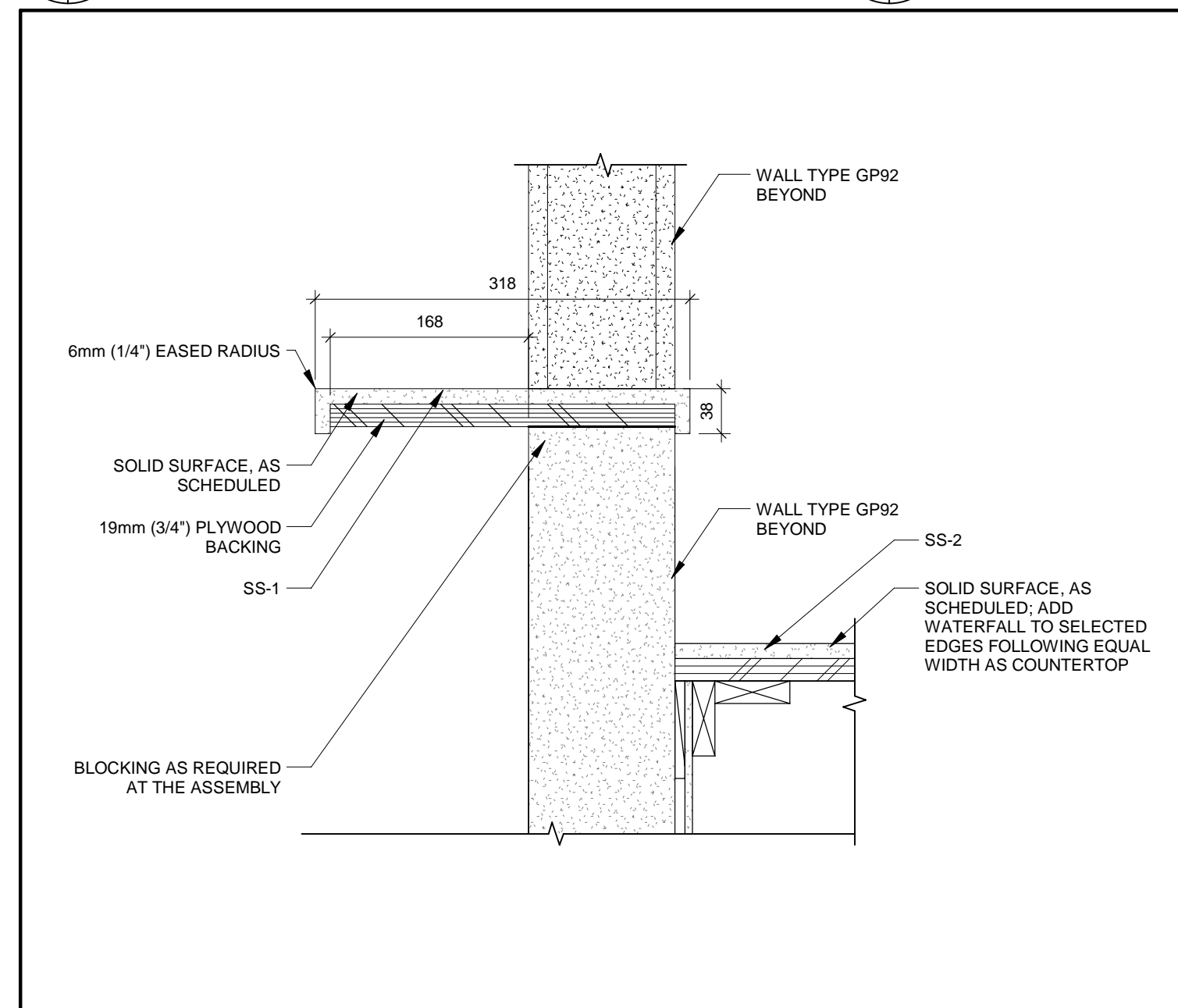
4 COUNTERTOP AND WALL CABINET
A-921 A-930 1:10



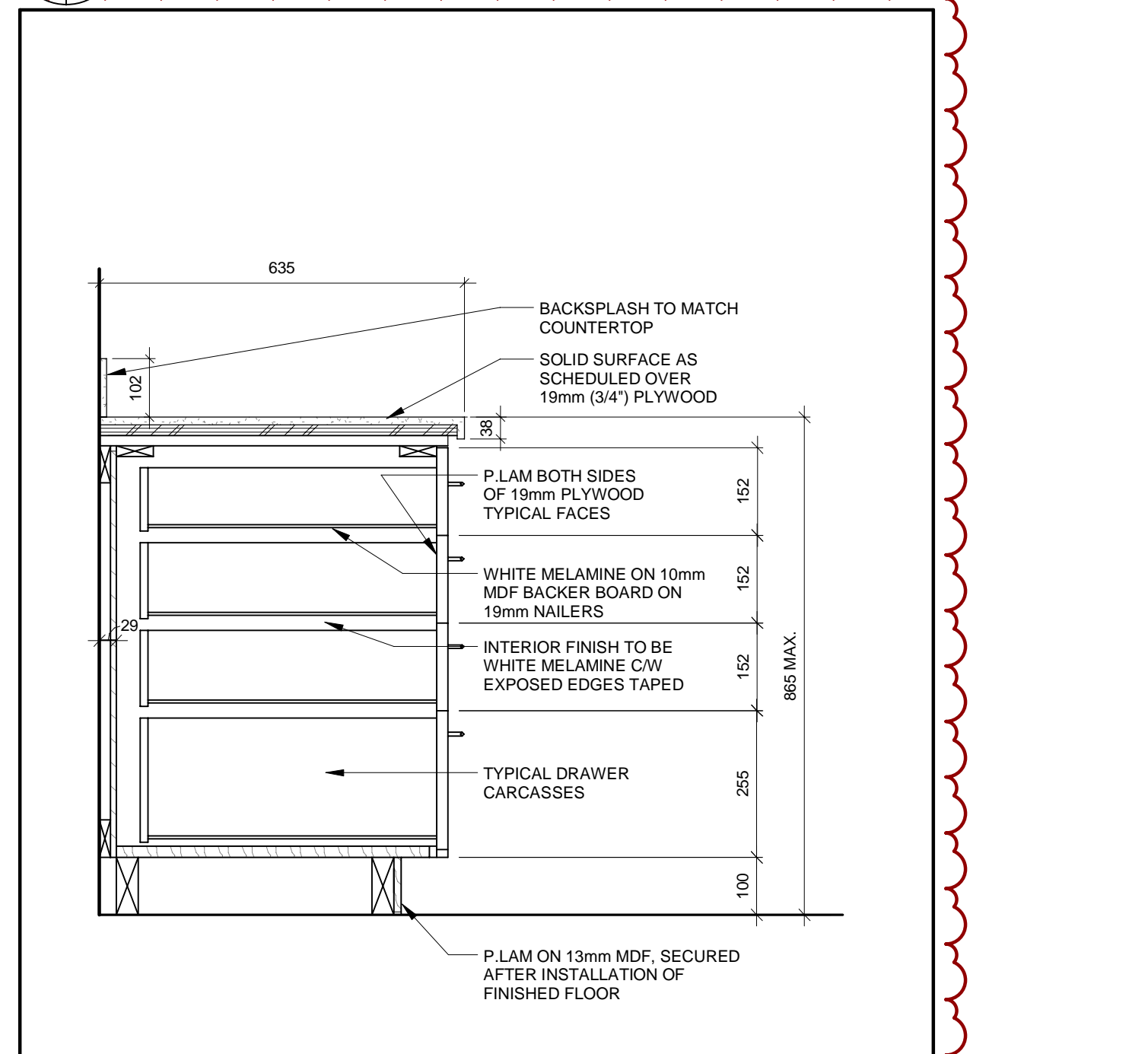
5 BREAK ROOM CABINET SINK
A-930 1:10



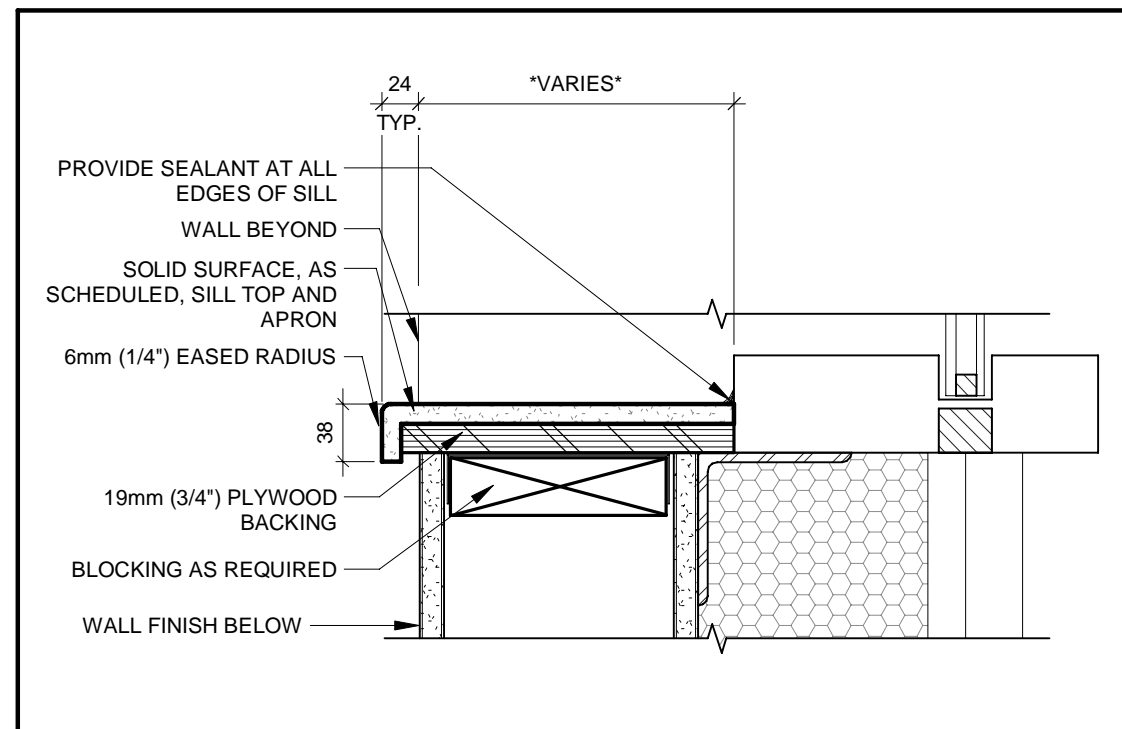
6 CUBBY SECTION
A-202 A-930 1:10



7 COUNTER TOP
A-901 A-930 1:5



9 DRAWERS
A-930 1:10



8 WINDOW SILL TYP.
A-930 1:5

ALL MEASUREMENTS ARE TO BE VERIFIED BY THE CONTRACTOR ON SITE AND ANY DISCREPANCIES ARE TO BE REPORTED BEFORE PROCEEDING WITH THE WORK. THE REGION OF DURHAM ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF EXISTING SERVICES AS INDICATED ON THIS DRAWING. DO NOT SCALE DRAWINGS.

1890 Fifth Concession Rd

NO.	DATE	NAME	REVISIONS

PRIME CONSULTANT

AECOM

AECOM Canada Architects Ltd.
50 Sportsworld Crossing Road, Suite 290
Kitchener, Ontario, N2P 0A4
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www.aecom.com

SUB CONSULTANT

NOT FOR CONSTRUCTION

DESIGN BY: JC / MF	SCALE: As Indicated
DRAWN BY: PP	DATE: 03/23/21
CHECKED BY: JC	CONSULTANT PROJECT NO. 60611569
APPROVED BY: RT	CLIENT FILE No.: 811/20

NO	DATE	NAME	REVISIONS
3	12/17/21		ADDENDUM #4
2	10/18/21		RESPONSE TO CITY COMMENTS
1	09/22/21		ISSUED FOR TENDER

DURHAM REGION

THE REGIONAL MUNICIPALITY OF DURHAM

WORKS DEPARTMENT

DESIGN, CONSTRUCTION & ASSET MANAGEMENT

NEW SEATON PARAMEDIC STATION AND TRAINING FACILITY IN PICKERING CASEWORK DETAILS

PROPERTY NO.	FACILITIES CODE	FACILITIES PROJECT NO. PO61-18-01
CONTRACT NO. T-1160-2021	DRAWING NO. A-930	SHEET NO.