Request for Tender # T-1160-2021

for

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

Appendix B

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 *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, 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 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* 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 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 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, 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 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".

.4 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.

.5 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 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 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 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, 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 *Contract* stating the agreement between the *Owner* and the *Contractor* upon a change in the *Work* and the adjustments in the *Contract Price* and *Contract Time:*

Item	CD No.	Description	Amount
1			$
2			$
3			$
		TOTAL	$ **0.00**

Change in *Contract Price* increased / decreased by:	**Change in *Contract Time*** increased / decreased by:
$0.00	**0** **Working Days**

Does CO require revised Contract Drawings for issue ? Yes No

Does CO require "As-Built" changes later ? Yes No

Contract Drawing / Sketch No: _____

Is cost recoverable? Yes No

If yes, state source: _____

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

DESCRIPTION OF CHANGE

The *Owner* hereby directs the *Contractor* to make the following changes in the *Contract*. The adjustment to *Contract Price* and the *Contract Time* will be established according to the provisions of the General Conditions of Contract as revised by the Supplementary General Conditions of Contract.

This Change Directive affects the following Specification Section(s) / Tender Items:

To be paid by:		SCHEDULE IMPACT	
☐ Lump Sum	**Estimated cost**	☐ No Impact	
☐ T & M	$ _____	☐ Add	_____ Working Days
☐ Unit Price		☐ Deduct	

ISSUED BY: ☐ **CONSULTANT / CONTRACT ADMINISTRATOR**
☐ **OWNER**

_____ _____
Name and title of person signing Date

_____
Signature

ACKNOWLEDGED BY CONTRACTOR
Failure to sign and return the Acknowledgement, shall in no way relieve the *Contractor* of its obligations under the *Contract*.

_____ _____
Name and title of person signing Date

_____
Signature

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

RMD Change Directive Form 2015-05-13