

TORONTO TRANSIT COMMISSION



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January 18, 2010

J.J. MCGUIRE GENERAL
CONTRACTORS
1029 BROCK ROAD SOUTH
PICKERING, ONTARIO
L1W 3T7
JACK FRANZIN

RECEIVED
JAN 19 2010

Re: Easier Access Phase 3 – St. Andrew Station
Contract No. U45-3 Tender No. T11PN09788

We are enclosing herewith Addenda 7.

Please acknowledge receipt by completing and returning this form to:

Toronto Transit Commission
Project Procurement Section
Fax No. (416) 338-0121

Sincerely,

A. Leonetti
Senior Contract Administrator
Materials and Procurement

9-48-101
L4-R0107
Attachment

We Acknowledge Receipt:

Signature: _____

Date: _____

(Note: To be signed by an authorized representative of the Tenderer and a signed copy returned by FAX within two (2) business days to the Contract Administrator at the FAX No. indicated above.)



1000

TENDER: T11PN09788

CONTRACT TITLE: EASIER ACCESS PHASE III
ST. ANDREW STATION

This Addendum forms part of the Tender Documents dated November, 2009, and amends the original Tender Documents as described below.

For further instructions on Addenda refer to Document 00100 Instructions to Tenderers.

1 INTRODUCTORY INFORMATION

1.1 Revised Introductory Information Pages listed below accompany and form part of this Addendum. Each revised page is marked at the bottom with the number of this Addendum.

.1 List of revised Introductory Information Pages:

<u>Number</u>	<u>Title</u>	<u>Page Number</u>
00003	Table of Contents (Books 1 and 2)	1

2 DOCUMENTS

2.1 Revised Document pages listed below accompany and form part of this Addendum. Each revised page is marked at the bottom with the number of this Addendum.

.1 List of revised Documents:

<u>Number</u>	<u>Title</u>	<u>Page Number</u>
00100	Instructions to Tenderers	4
00800	Supplementary Conditions	Index, 14, 15

3 DRAWINGS

3.1 The following Drawings are revised by reference as part of this Addendum but are not re-issued:

.1 Drawing U45-3-A602, Sheet 41

.1 Section 5/A500 and 4/A215. Refer to Sketch Nos. U45-3-A602-SK1 and U45-3-M602-SK2 for modified details.

.2 Drawing U45-3-M204, Sheet 86

.1 Reconfigure storm water pipe as shown to follow perimeter of elevator shaft E1. Refer to Sketch No. U45-3-M204-SK1.

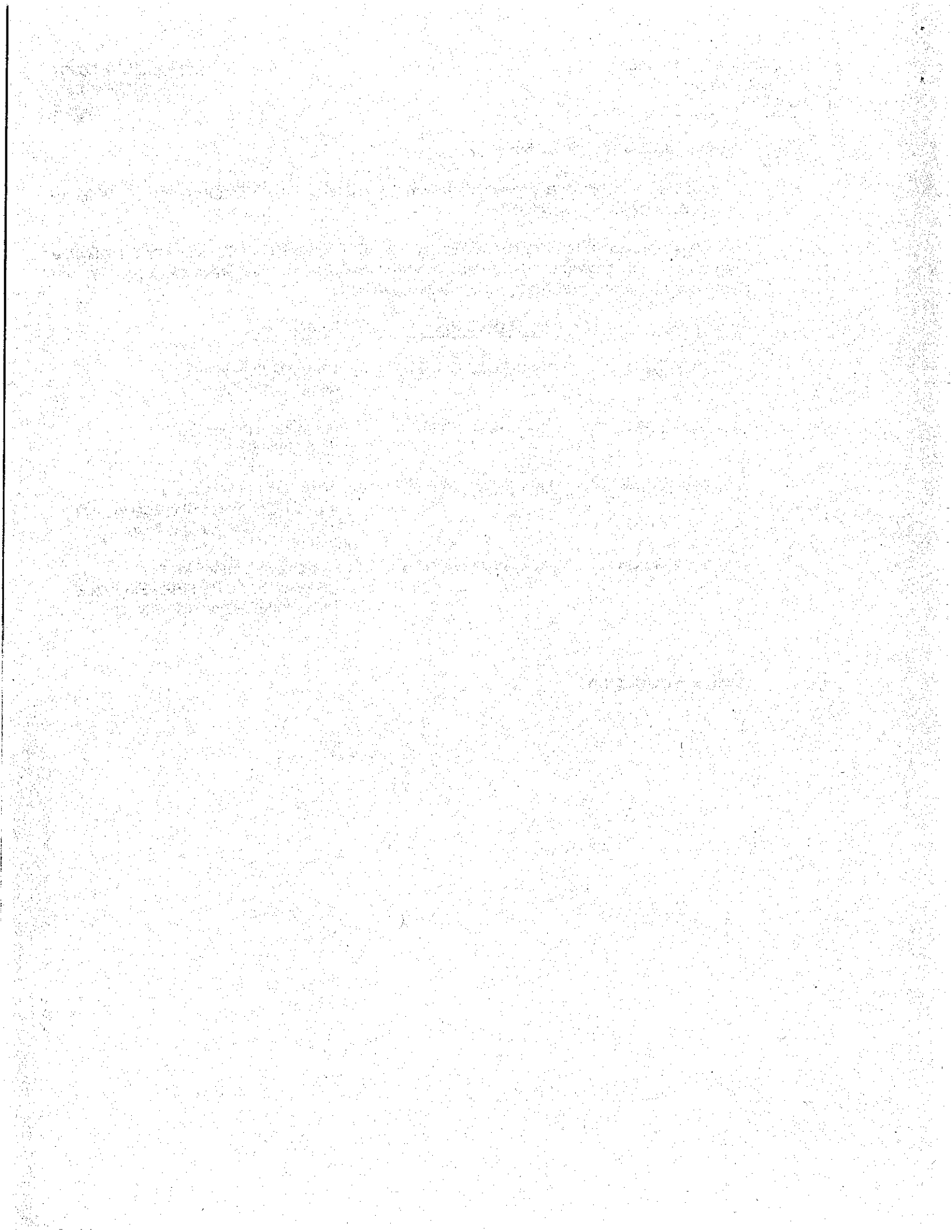
3 Drawing U45-3-M206, Sheet 88

1 Delete hose bib and branch 13 mm copper pipe from Electrical Room. Refer to Sketch No. U45-3-M206-SK1.

3.2 The following sketches marked as being issued for Addendum 7, revise the applicable Drawings and accompany and form part of this Addendum. Drawings issued to the Contractor upon Award, will incorporate these sketches:

<u>Sketch No.</u>	<u>Part of Dwg. No.</u>	<u>Title</u>
U45-3-A602-SK1	U45-3-A602, Sht. 41	Specified Option No. 1 Section Details
U45-3-A602-SK2	U45-3-A602, Sht. 41	Specified Option No. 1 Section Details
U45-3-M204-SK1	U45-3-M204, Sht. 86	Specified Option No. 1 Street Level Part Plan Elevator E1 Plumbing & Drainage Layout
U45-3-M206-SK1	U45-3-M206, Sht. 88	Specified Option No. 1 Service Level Part Plan Elevator E1 Plumbing & Drainage Layout

END OF DOCUMENT



	TITLE	DISCIPLINES	PAGES
BOOK 1 OF 2			
INTRODUCTORY INFORMATION			
00001	Title Page		1
00002	Seals Page		1
00003	Table of Contents		8
00004	List of Drawings		18
DOCUMENT 0	TENDER REQUIREMENTS, CONTRACT FORMS AND CONDITIONS		
00100	Instructions to Tenderers		10
00220	Information Available to Tenderers		1
00300	Form of Tender		4
00411	Bid Bond		2
00412	Agreement to Bond		1
00422	List of Similar Contracts Completed (Within Last 5 Years)		1
00461	Specified Options List		1
00462	Alternatives List		1
00610	Performance Bond		2
00620	Labour and Material Payment Bond		4
00640	Parental Guarantee		1
00700	General Conditions		29
00800	Supplementary Conditions		15
	Appendix 1 – Contractor Performance Review Form		3
00900	Addenda		

	TITLE	DISCIPLINES	PAGES
DIVISION 1	GENERAL REQUIREMENTS		
01110	Summary of Work		7
01112	Work Restrictions		4
01210	Cash Allowances		1
01310	Project Meetings		1
01321	Schedule		5
01330	Submittals		5
	Attachment: Submittal Form		1
01340	Shop Drawings		2
01400	Quality Requirements		4
01410	Regulatory Requirements		3
01420	Abbreviations and Symbols		3
01500	Construction Facilities and Temporary Controls		9
	Attachments:		
	- Std. Dwg. S01500.11		1
	- Std. Dwg. S01500.12		1
01555	Traffic		3
01575	Environmental Controls		5
01590	Safety		11
	Attachments:		
	- Utility Locate Request		1
	- Site Service Isolation		1
	- Project Safety Bulletin Board		1
	- Hot Work Checklist		2
	- Hot Work Permit		1
01600	Product Requirements		6
01640	Commission Supplied Products		2
01710	Examination, Protection and Restoration of Property		1
01720	Field Engineering		1

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01500	Construction Facilities and Temporary Controls Attachments: - Std. Dwg. S01500.11 - Std. Dwg. S01500.12		9 1 1
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01590	Safety Attachments: - Utility Locate Request - Site Service Isolation - Project Safety Bulletin Board - Hot Work Checklist - Hot Work Permit		11 1 1 1 2 1
01600	Product Requirements		6
01640	Commission Supplied Products		2
01710	Examination, Protection and Restoration of Property		1
01720	Field Engineering		1

5 ADDENDA

- .1 During the Tender period, any changes to the Tender Documents will be made by the issue of an addendum, which will be transmitted by facsimile machine or courier to the Tenderer. The Tenderer shall note in the Form of Tender, Clause 2.3, the numbers of the addenda that were received during the Tender period, to acknowledge that the contents of the addenda form a part of its Tender.
- .2 Written addenda will be issued in the form of complete replacement pages, which are to be inserted in the Tender Documents, discarding the replaced pages. Each affected page is marked at the bottom with the addendum number. Revisions for modified or added text are indicated by highlighting that text by the use of bold italicized attributes. If spillover to the next page occurs as a result of added text, the pages affected will be issued in the form of complete replacement pages and the latest addendum number will be marked on the bottom of the affected page(s). Revisions for deleting the text of an entire Section or Clause item or an entire paragraph are indicated by inserting the bracketed word "(Deleted)" in bold italicized attributes adjacent to the item number or at the beginning of the deleted paragraph. Deleted words in a sentence will be indicated by highlighting the entire revised sentence in bold italicized attributes and deleted sentences in a paragraph will be indicated by highlighting of the entire revised paragraph in bold italicized attributes. If a subsequent addendum affects a page that has previously been revised, the bold and italicizing attributes will be removed from the previously changed text and only the modified text of the latest addendum will be highlighted by the use of bold italicized attributes, and only the latest addendum number will be marked on the bottom of the affected page(s). A new added Section will be marked by the word "NEW" in the centre of the Section header and the header will be in bold italicized attributes.
- .3 A revised Contract Drawing issued with an addendum supersedes the previously issued Contract Drawing with the same drawing number. Each revision is identified by two numbered squares indicating the addendum number, one outside the nearest vertical border and the other outside the nearest horizontal border with the projected intersection of these two squares identifying the drawing change, and/or within a cloud marked by a numbered triangle indicating the addendum number. The addendum number and date is recorded in the revision box at the bottom left corner of the Contract Drawing sheet.
- .4 A sketch issued with an addendum revises a previously issued Contract Drawing. Upon Notification of Award the successful Tenderer will be issued Contract Drawings incorporating issued sketches.
- .5 An addendum will be accompanied by an acknowledgement of receipt transmittal form, which is to be signed by an authorized representative of the Tenderer and a signed copy returned by FAX within two (2) business days to the Contract Administrator and FAX No. indicated on the transmittal form.
- .6 No oral interpretation, clarification or change shall modify any of the conditions of the Tender Documents.

6 INVESTIGATION BY THE TENDERER

- .1 The Tenderer shall carefully examine all of the documents included in the Tender Documents and any maps, plans and data referred to therein and shall be responsible for examining the Site, the premises adjacent thereto and the access to the Site. Failure to do so shall not be accepted as a basis for changes to the Work or extensions to Milestone dates.
- .2 The Tenderer shall make investigations necessary to inform itself thoroughly as to the character and magnitude of the Work, the facilities for delivering, placing and operating the necessary machinery and equipment and for delivering and handling Products and equipment at the Site.
- .3 The Tenderer shall be responsible for informing itself as to the conditions which may prevail at the juncture of the Contract with adjacent contracts as may be identified elsewhere in the Tender Documents.

7 TENDER PRICING

- .1 ***Unless specifically shown to the contrary, Tender prices shall be considered firm, in Canadian funds, and inclusive of all applicable costs, all applicable Federal and Provincial taxes (including but not limited to GST and Harmonized Sales Taxes (HST) which is effective July 1, 2010) and duties and all applicable Ontario provincial taxes, either in force or announced prior to the Tender closing, even if the effective date is subsequent to the Tender closing, allowances, freight, and including fees for applicable permits, approvals and notices, with the exception of permits identified in the Specifications as being supplied by the Commission.***

8 SUBMISSION REQUIREMENTS

- .1 With its Tender, the Tenderer shall submit the following:
 - .1 The executed Bid Bond form, included as Document 00411 (or a certified cheque or bank draft in lieu thereof).
 - .2 The executed Agreement To Bond form, included as Document 00412.
 - .3 A list of similar contracts completed within the last five (5) years, completed on Document 00422, where the Tenderer has executed works of a similar nature and size, which would verify the Tenderer's ability to perform the Work of this Contract. Such list shall include the names and telephone numbers of a representative of the owner and a representative of the appropriate consulting engineering firm or architectural firm involved in each listed contract.
 - .4 The completed Specified Options List, included as Document 00461.
 - .5 The completed Alternatives List, if applicable, included as Document 00462.

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
SC1	SCOPE OF SUPPLEMENTARY CONDITIONS.....	1
SC2	INSURANCE REQUIREMENTS.....	1
SC3	EVIDENCE OF INSURANCE	2
SC4	BONDING	3
SC5	SEVERABILITY	3
SC6	CONTRACTOR WORK PERFORMANCE RATING	3
SC7	CHANGES IN THE WORK.....	4
SC8	VALUATION OF CHANGES IN THE WORK.....	5
SC9	LIQUIDATED DAMAGES	8
SC10	TERMINATION FOR DEFAULT	9
SC11	PROGRESS PAYMENTS	10
SC12	INDEMNIFICATION	12
SC13	CONTRACTOR'S RESPONSIBILITIES.....	13
SC14	TAXES AND DUTIES.....	14

APPENDICES

Appendix 1 – Contractor Performance Review Form



- iii) any liability related to the Contractor's gross negligence or willful misconduct; and
- iv) any injury to Commission's Representatives, consultants, agents, employees or Commission's property to the extent caused by the gross negligence or willful misconduct of the Contractor or its agents.

SC13 CONTRACTOR'S RESPONSIBILITIES

The following supersedes GC21 – CONTRACTOR'S RESPONSIBILITIES in its entirety and any cross reference thereto:

- .1 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents. The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work under the Contract.
- .2 The Contractor shall employ the services of a Professional Engineer, registered in the Province of Ontario, as needed, to fulfil the requirements of the statutes, regulations, by-laws and the Contract Documents.
- .3 The Contractor shall have the sole responsibility for the design, supply, erection, operation, maintenance and removal of temporary structural and other temporary works and the design and execution of construction methods required for same.
 - .1 Temporary Works are:
 - .1 installations providing access, protection, support or services for workers, equipment and materials during construction, renovation, maintenance or demolition of permanent works; and
 - .2 temporary service or support for any part of permanent Works until the permanent Works have achieved a state of completion allowing the temporary works to be removed.
- .4 Without limiting the Contractor's sole responsibility for the design, supply, erection, operation, maintenance and removal of temporary works, the Contractor shall as a minimum comply with any design criteria for the design of temporary works contained in the Contract Documents. Notwithstanding the provisions of clauses SC13.1 and SC13.3, the Contractor shall not be held responsible for that part of the design or the specified method of construction where the Contract Documents include designs for temporary structural and other temporary facilities or specify a method of construction in whole or in part where such facilities and methods shall be considered to be part of the design of the Work. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the Work.

- .5 The Contractor shall keep all portions of the Work properly and efficiently drained during construction and until Contract Completion, and shall be held responsible for all damage which may be caused or result from water or other liquids backing up or flowing over, through, from or along any part of the Works or which any of its operations may cause to flow elsewhere.
- .6 The Contractor shall provide skilful and efficient management of the Work and as a minimum, shall provide a competent, dedicated, full-time superintendent, directly employed by the Contractor, present on the Site for the duration of the Contract. Directions given to the superintendent by the Commission's Representative shall be deemed to have been given to the Contractor and the superintendent shall represent the Contractor and shall have the authority to carry out such directions. Prior to the commencement of Site Work, the Contractor shall notify the Commission's Representative in writing of the name of the proposed superintendent. The superintendent shall not be replaced, except under extraordinary circumstances, in this event prior written notice must be given to the Commission's Representative.
- .7 The Contractor shall maintain good order and discipline among its employees and Subcontractors engaged in the Work and shall not employ or permit any Subcontractor to employ a person on the Work who is not fully qualified to perform the assigned work. The Commission's Representative shall have the right for cause to require either the temporary or permanent removal from the Site of any person employed in any capacity by the Contractor or any Subcontractor. Should questions of union jurisdiction arise, the Contractor shall immediately take steps to resolve such disputes and shall use labour, as may be determined to have jurisdiction, at no additional cost to the Commission.
- .8 The Contractor shall prepare and update, as required by the Commission's Representative, a schedule in accordance with the requirements contained in Division 1 of the Specifications.
- .9 The Contractor shall be as fully responsible to the Commission for the acts and omissions of its Subcontractors, suppliers, agents, consultants and persons directly or indirectly employed by the Contractor as it is for its own acts or omissions.
- .10 The Contractor shall be solely responsible for the proper distribution of work among the various subtrades having due regard for trade work and union jurisdictions irrespective of the divisions or sections contained in the Specifications.
- .11 Upon completion of the Work, the Contractor shall remove all temporary works, construction materials and machinery as well as rubbish accumulated on account of construction operations and shall leave the Site in a condition satisfactory to the Commission's Representative.

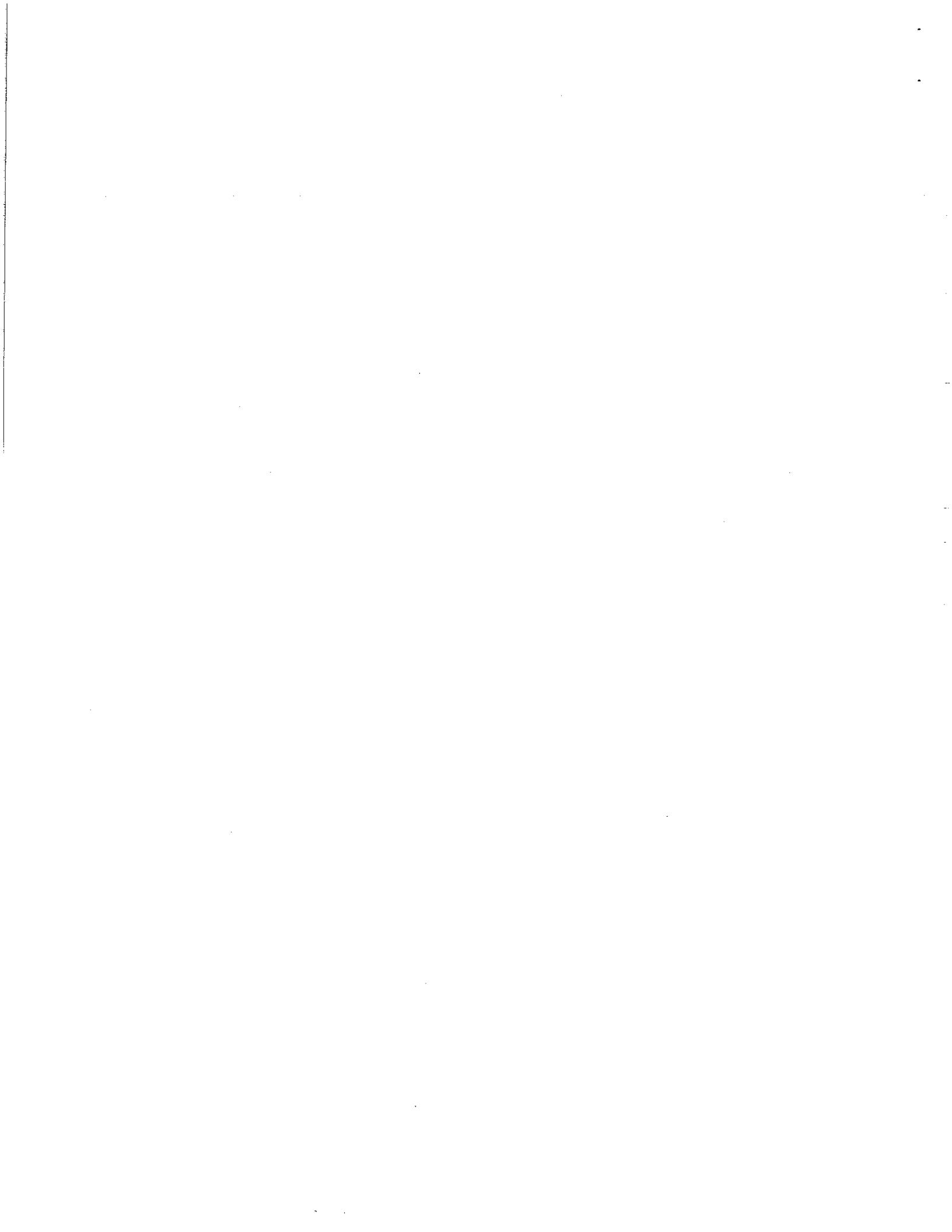
SC14 TAXES AND DUTIES

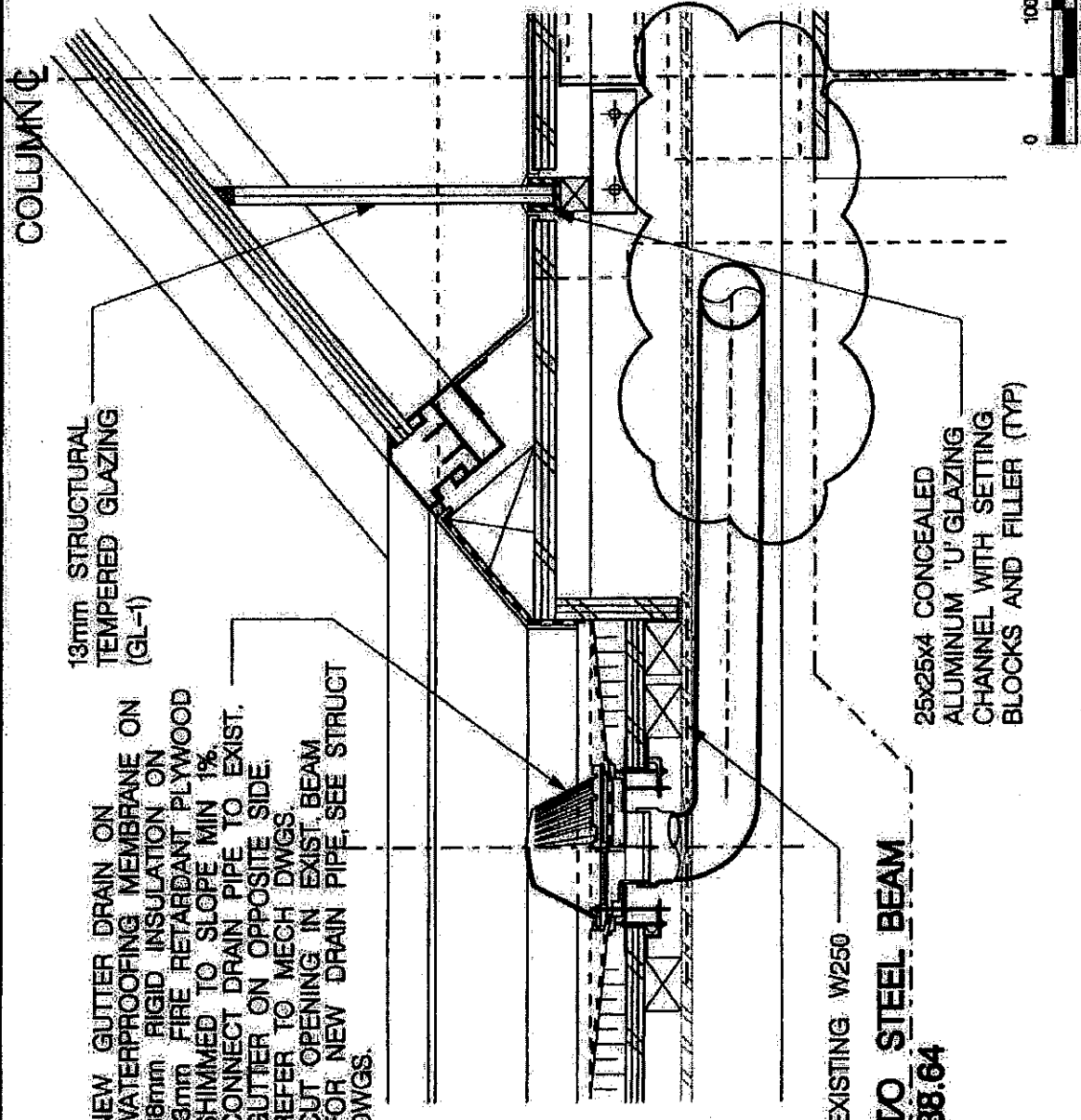
The following supersedes GC6 – TAXES AND DUTIES in its entirety and any cross reference thereto:

- .1 The Contract Price is inclusive of all applicable Canadian federal and provincial taxes and duties, either in force or announced prior to the Tender closing date, even if the effective date is subsequent to the Tender closing date, including but not limited to; the Goods and Services Tax (GST) applicable under the Excise Tax Act, and the Harmonized Sales Tax (HST) which will become effective July 1, 2010 (and which will supersede GST and ORST on the effective date), all customs and duties applicable under the Customs Act and Ontario Retail Sales Tax applicable under the Ontario Retail Sales Tax Act, (which will be superseded by the HST, starting July 1, 2010).***
- .2 If a change in the tax or duty payable is announced subsequent to the Tender closing date, any change in tax or duty payable will be to the account of the Commission. No additional costs for administration or overhead and profit will be allowed on such changes and the Contractor shall supply at no cost to the Commission, sufficient documentation to permit a determination of the resulting change.***
- .3 Where an exemption or recovery of government sales tax, custom duties or excise taxes is applicable to the Contract, the Contractor shall provide the Commission where required, with all necessary cost information including original invoices and assistance, at no cost, to facilitate such exemption or recovery of taxes and duties to the credit of the Commission.***
- .4 For purchases of material made after the HST becomes effective, any cost savings that results to the Contractor as a result of being able to claim the full HST amount as an input tax credit must be passed on to the Commission. The Contractor shall provide the Commission with detailed documentation, as requested by the Commission at any time, supporting: (1) adjustments to the prices to deduct the ORST and add the HST and (2) calculations of the tax cost savings with respect to implementation of the HST on July 1, 2010.***

END OF DOCUMENT

ADDENDUM 7





COLUMN

13mm STRUCTURAL
TEMPERED GLAZING
(GL-1)

NEW GUTTER DRAIN ON
WATERPROOFING MEMBRANE ON
38mm RIGID INSULATION ON
13mm FIRE RETARDANT PLYWOOD
SHIMMED TO SLOPE MIN 1%.
CONNECT DRAIN PIPE TO EXIST.
GUTTER ON OPPOSITE SIDE.
REFER TO MECH DWGS.
CUT OPENING IN EXIST. BEAM
FOR NEW DRAIN PIPE. SEE STRUCT
DWGS.

EXISTING W250
TO STEEL BEAM
88.64

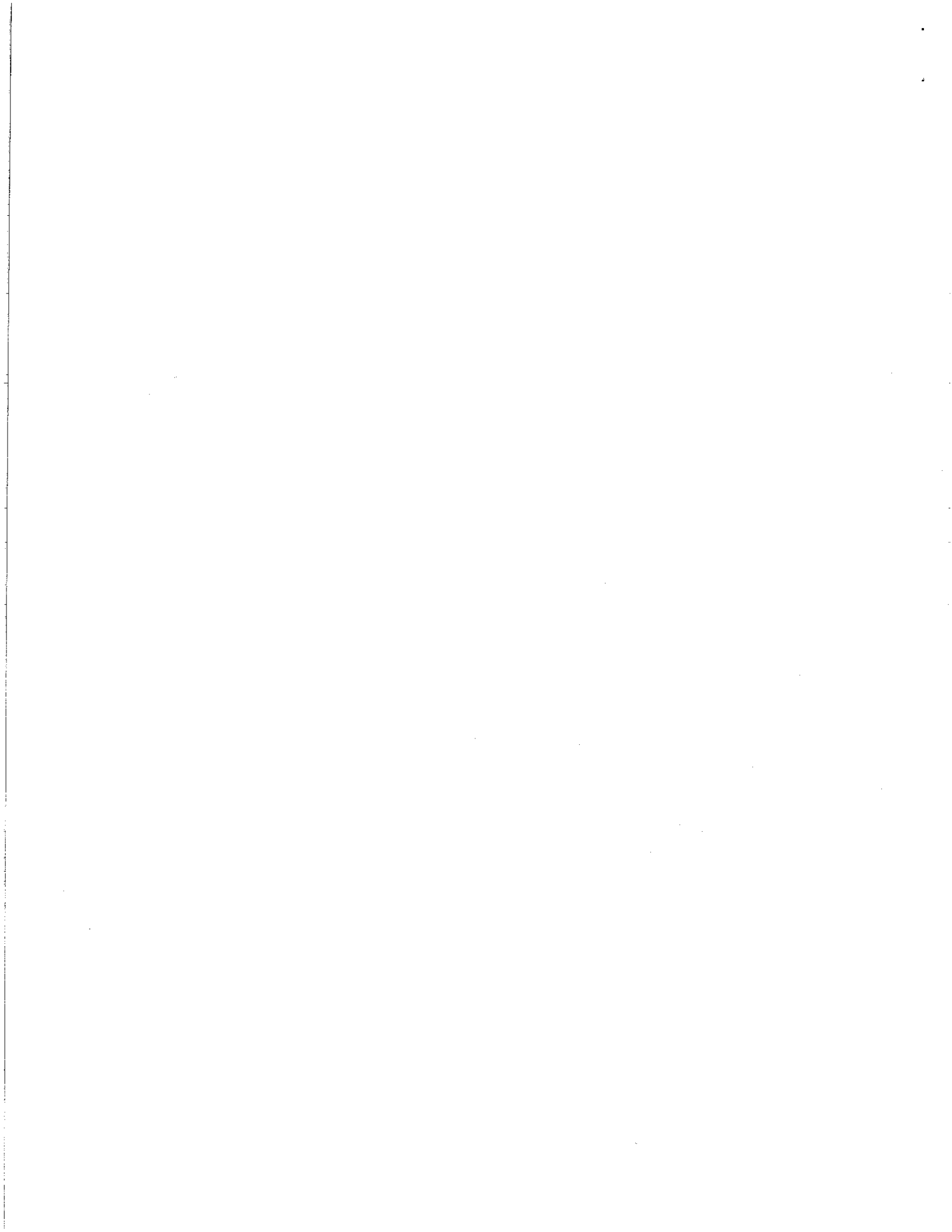
25x25x4 CONCEALED
ALUMINUM 'U' GLAZING
CHANNEL WITH SETTING
BLOCKS AND FILLER (TYP)

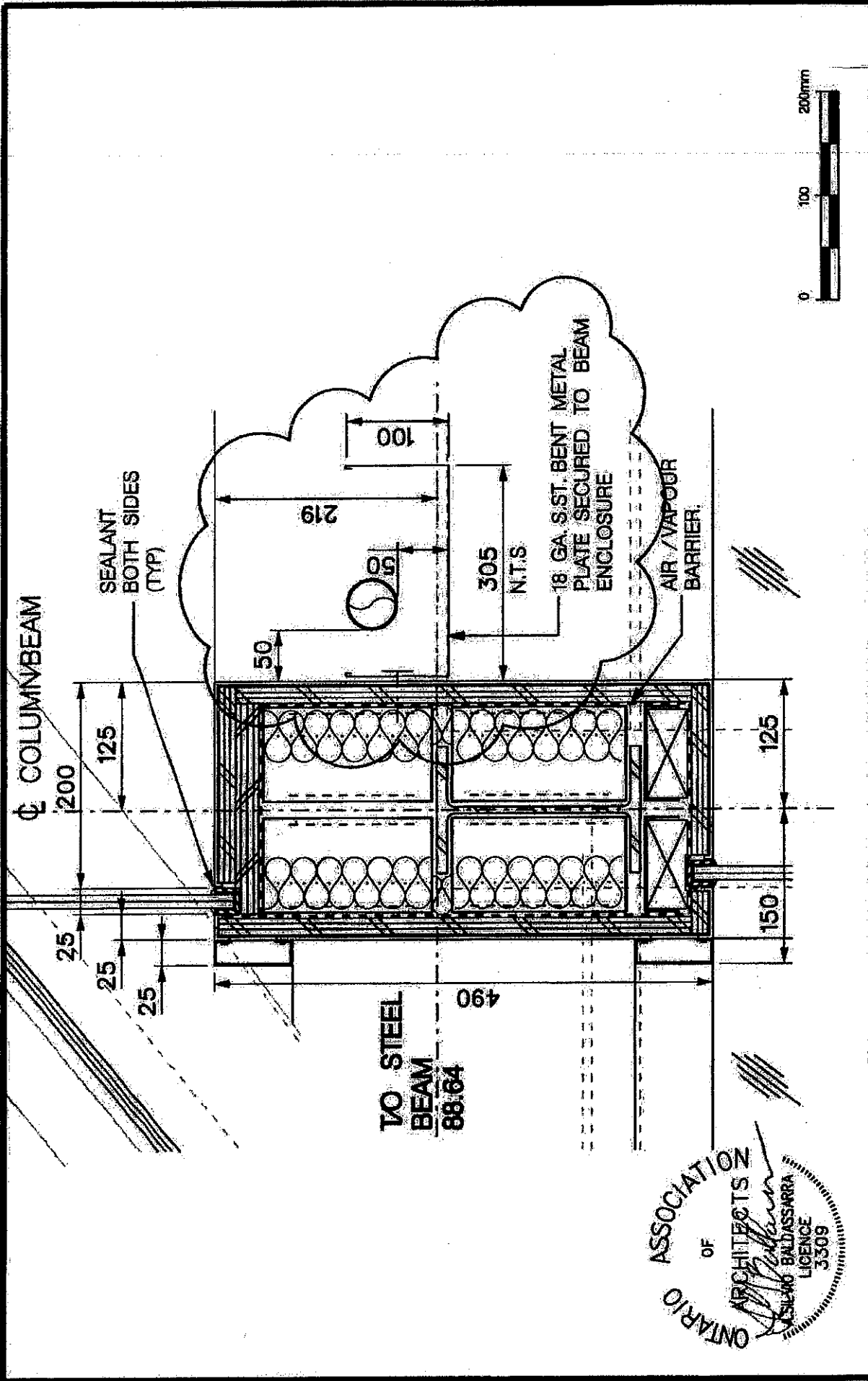


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www.norr.com

NORR

ST. ANDREW STATION - U45-3-A602-SK1
HOISTWAY ROOF AND GUTTER JUNCTION DETAIL -
ADDENDUM #7






ST. ANDREW STATION - U45-3-A602-SK2

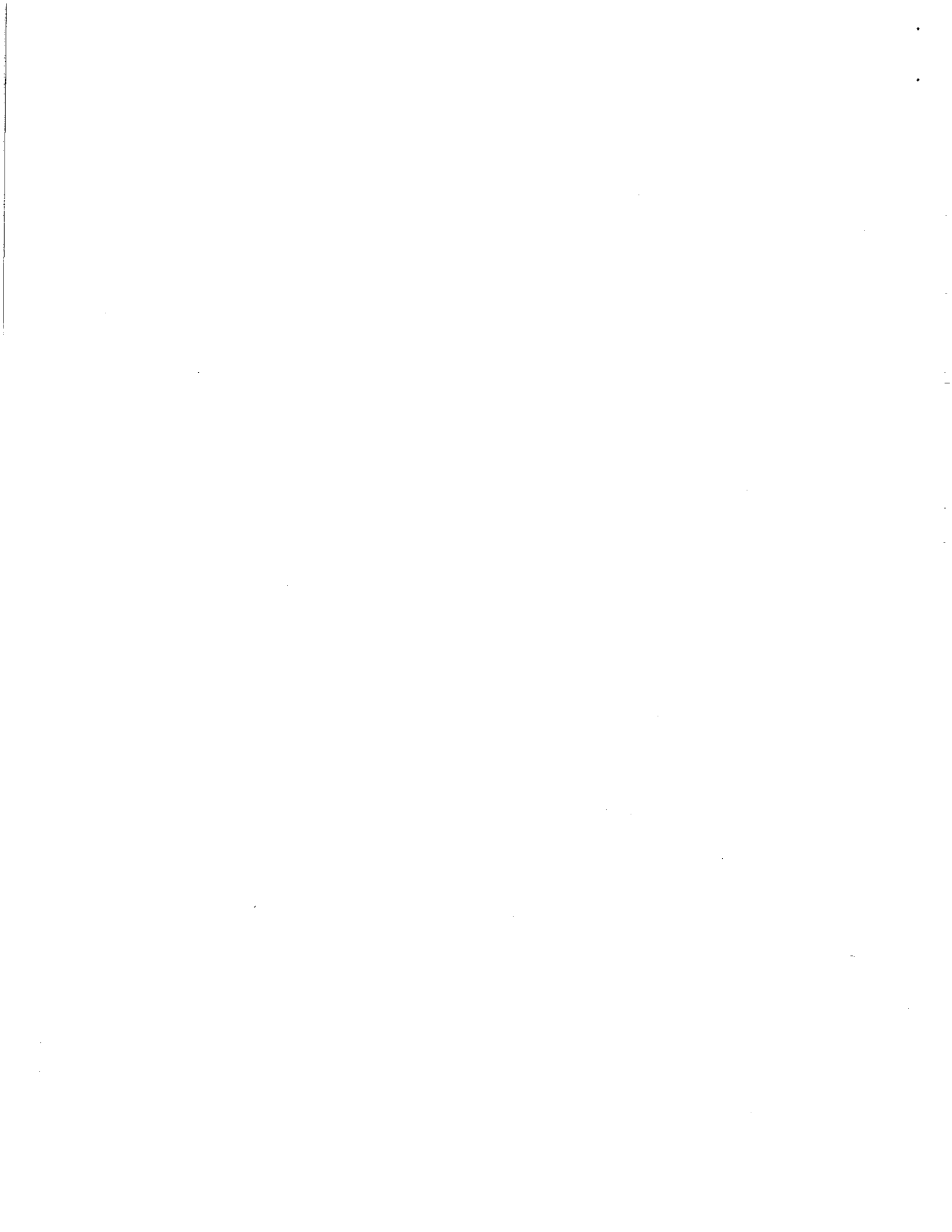
HOISTWAY PANEL PROTECTION DETAIL -

ADDENDUM #7

ONTARIO ASSOCIATION OF ARCHITECTS

 Licence No. BALDISSARRA 3309





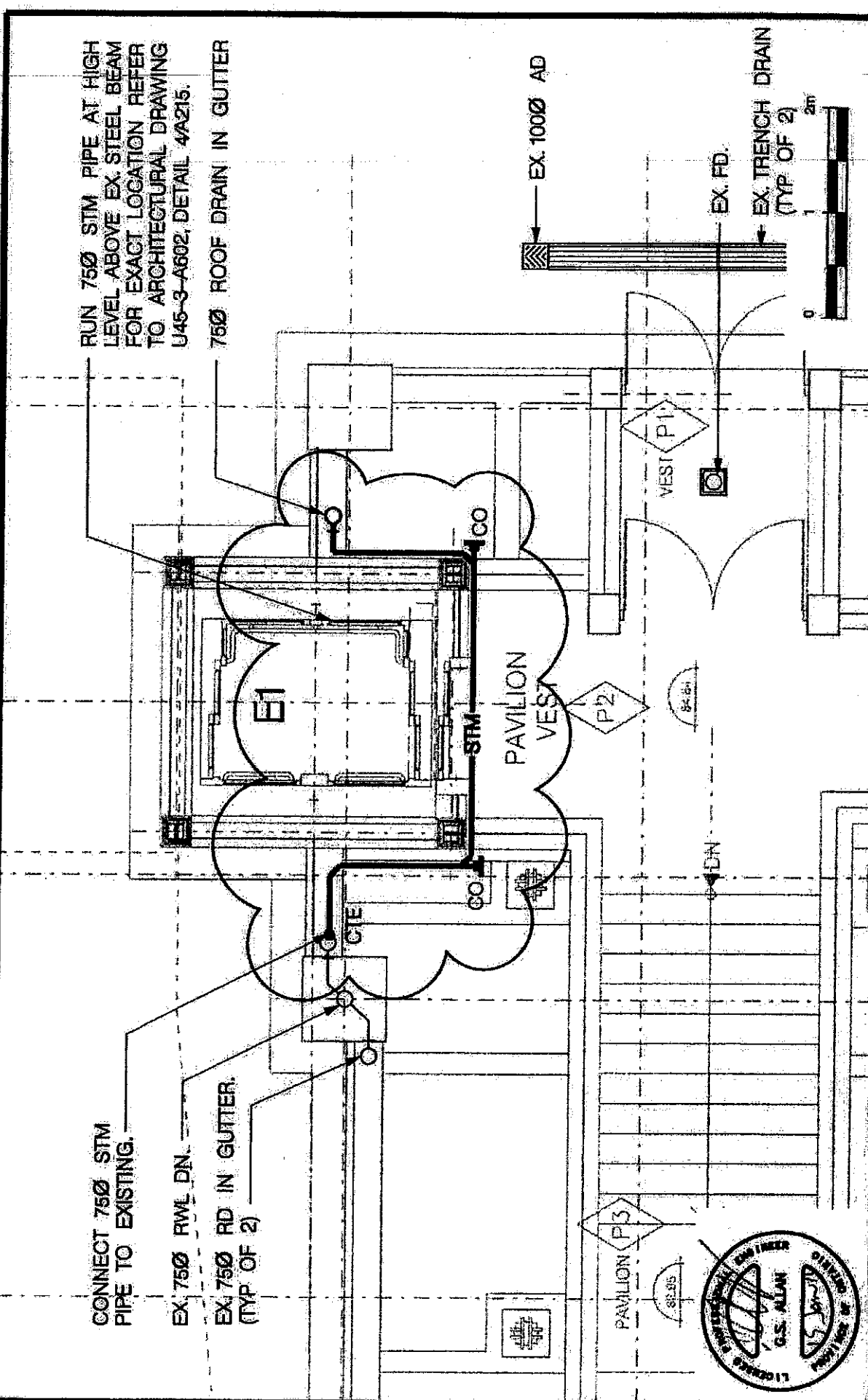
RUN 750 STM PIPE AT HIGH LEVEL ABOVE EX. STEEL BEAM FOR EXACT LOCATION REFER TO ARCHITECTURAL DRAWING U45-3-A692, DETAIL 4/A215.

750 ROOF DRAIN IN GUTTER

CONNECT 750 STM PIPE TO EXISTING.

EX. 750 RWL DN.

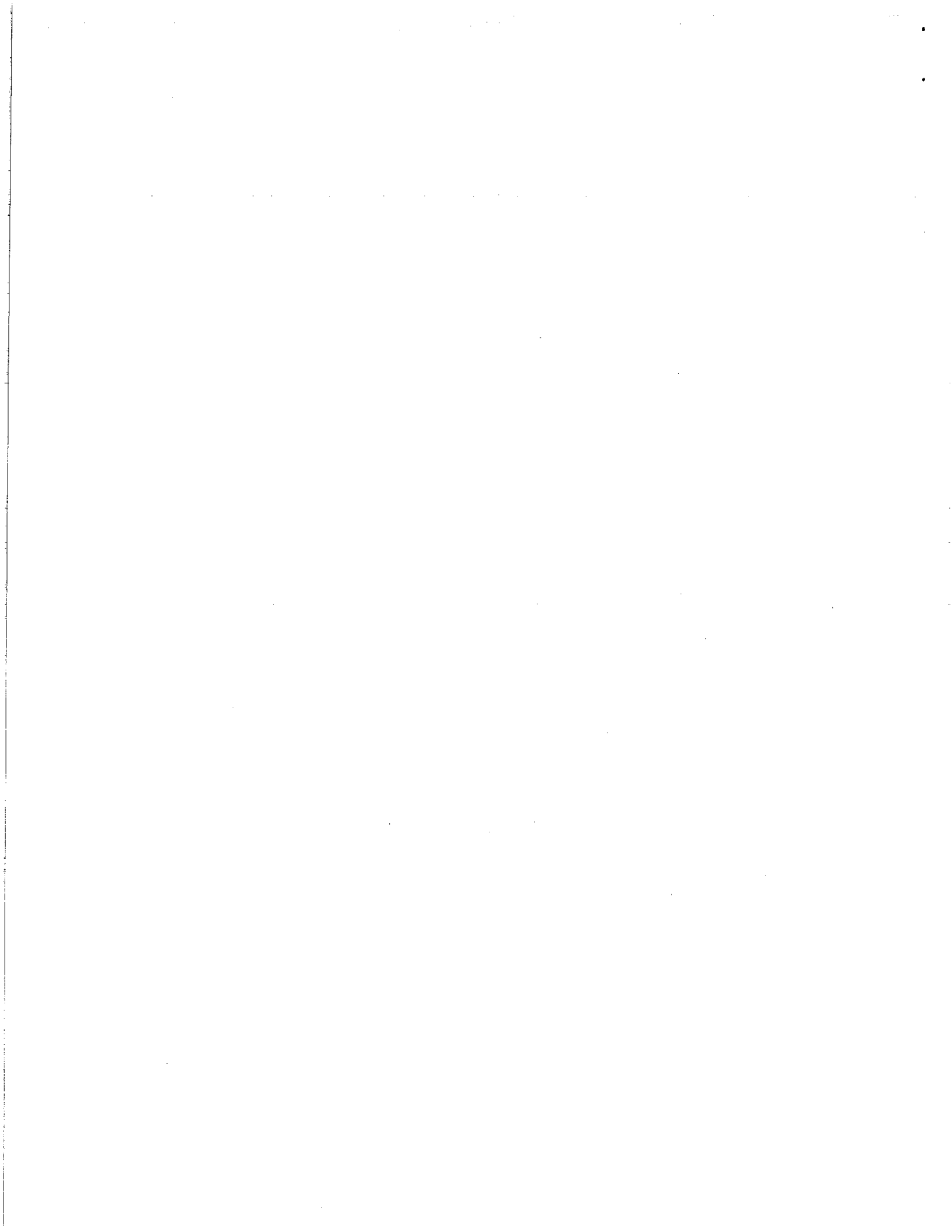
EX. 750 RD IN GUTTER. (TYP. OF 2)

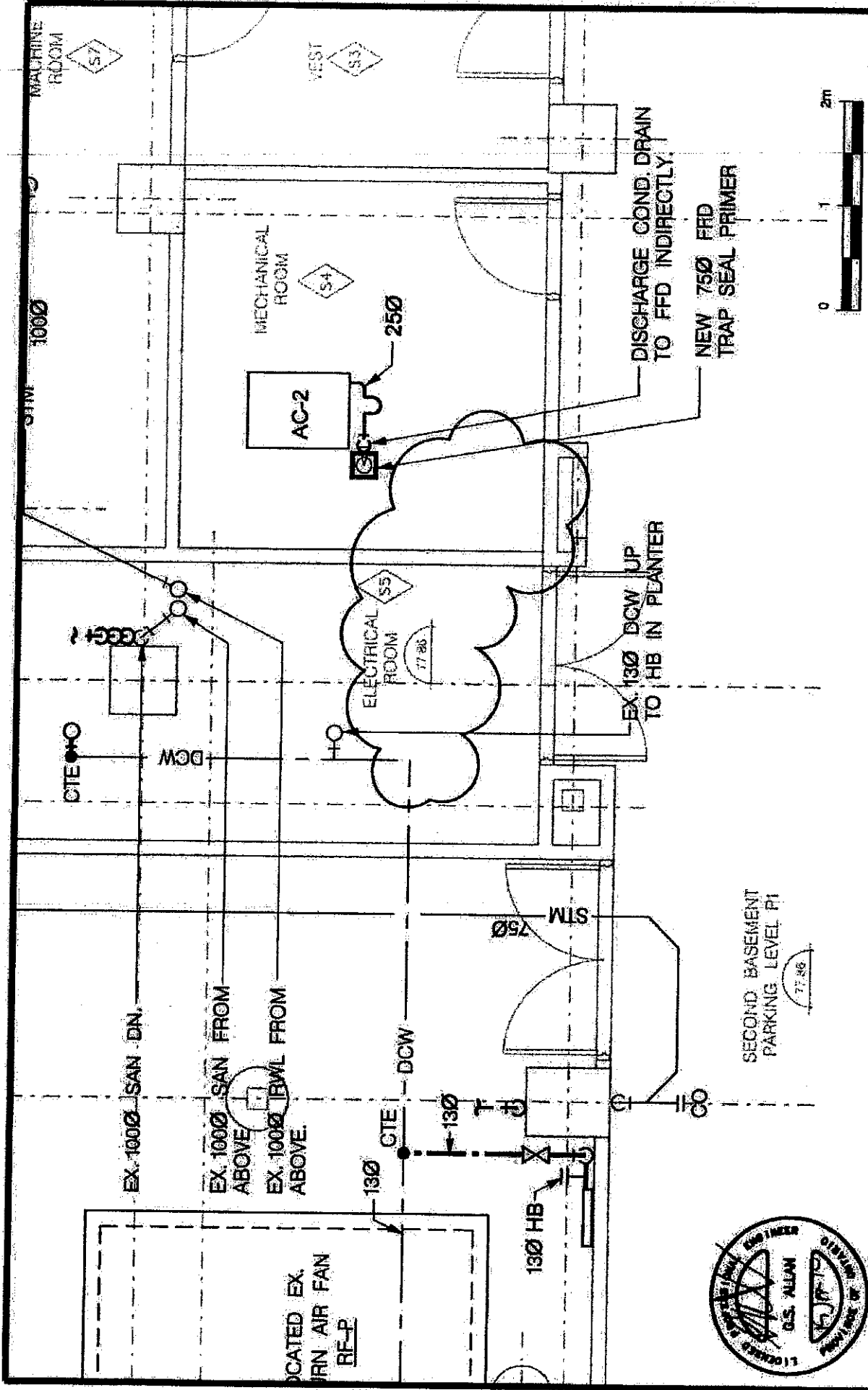


ST. ANDREW STATION - U45-3-M204-SK1
STREET LEVEL PART PLAN ELEVATOR E1
PLUMBING & DRAINAGE LAYOUT - ADDENDUM #7

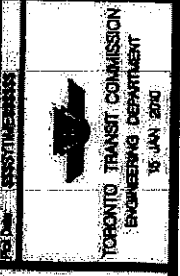
NORR Limited
 An Imperial Group Company
 100 King Street West
 Toronto, Ontario M5X 1C5
 Canada

NORR





ST. ANDREW STATION - U45-3-M206-SK1
 SERVICE LEVEL PART PLAN ELEVATOR EI
 PLUMBING & DRAINAGE LAYOUT - ADDENDUM #7



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 Fax: (416) 593-9301
 www.norr.com

NORR

