

APPENDIX C
SUPPLEMENTARY
CONDITIONS

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In accordance with Article A-4 – Contract Price, paragraph 4.6, all costs associated with complying with these Supplementary Conditions are deemed to be included in the Contract Price.

SC 1 WORKING HOURS

The Contractor shall only perform work at the Site between the hours of 8:00 AM and 5:00 PM, Monday through Friday (the “**Working Hours**”). If the Contractor is required to work at the Site outside of the Working Hours, it shall obtain prior written approval from the Owner.

SC 2 PROVISION FOR TRAFFIC

The parking lot shall be kept open to through traffic at all times. All parking spaces and lanes of traffic shall be maintained.

SC 3 OTHER CONTRACTORS

Other work may be in progress within, and/or adjacent to, the Site, including the following:

- Local Development Projects

The Contractor shall keep itself informed of any current, or new, local development projects which may impact construction activities and services and shall coordinate its activities with the developers.

The Contractor shall coordinate its work with the work of Other Contractors and shall not restrict access to the working areas or operations of the Other Contractors.

The Contractor shall maintain a separation of time and space from Other Contractors to ensure that the Owner is not placed in the position of “Constructor” within the meaning prescribed in the *Occupational Health and Safety Act*, RSO 1990, c O.1 and shall comply with all other requirements stipulated in GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS. No extension of Contract Time and/or an increase to the Contract Price will be granted for delays resulting from this construction coordination.

SC 4 PROPERTY RESTRICTIONS

Contractor parking, storage and laydown areas to be discussed and approved by Owner.

SC 5 OPERATIONAL CONSTRAINTS

The Contractor shall undertake the Work in accordance with the following operational constraints:

- All work to be undertaken to comply with all Municipal local By-laws.
- Mosaic House residential units will continue to be occupied during the course of construction, without interruption.

SC 6 PERMITS AND APPROVALS

The Contractor shall adhere to all requirements, conditions and restrictions as specified in the permits and approvals required for the completion of the Work.

Pending Permits/Approvals

The Contractor is advised that the Owner is in the process of obtaining the following permits/approvals for the work described below:

- Building Permit No. PRAD20260038

Copies of the permits and approvals will be provided to the Contractor once they have been obtained. The permits and approvals will form part of the Contract Documents and the Contractor shall comply with the requirements of all permits and approvals at no additional cost to the Owner.

Copies of the permit and approval applications have been provided with the Bid Documents for the Bidder's reference, however the final permits and approvals may contain requirements which are different from, or additional to, those included in the applications.

The Contractor shall not commence any work for which a permit or approval is required until such time as the permit or approval has been obtained by the Owner and provided to the Contractor.

In the event that the Owner encounters delays in obtaining the permits and approvals, any work for which a permit or approval is required may be deleted from the scope of Work under the Contract, or the Contract may be terminated in its entirety. The Contractor shall not have any claims for delays, on the part of the Owner, in obtaining the permits or approvals, or any claims in the event that any work is deleted from the Contract or the Contract is terminated because a required permit or approval has not been obtained by the Owner.

SC 7 CRITICAL PATH SCHEDULE

Frequency of Schedule Submissions

The Contractor shall submit one (1) electronic copy of its initial construction schedule to the Owner and Consultant within ten (10) Working Days of receipt of notification of acceptance of its Bid.

If the Contractor has revised its initial schedule prior to the first site meeting, the revised schedule shall be submitted to the Owner at least three (3) Days prior to the meeting.

After the first site meeting, schedule updates shall be submitted as follows:

- One (1) electronic copy of the updated schedule shall be prepared and submitted to the Owner and Consultant:
 - not less than three (3) Days prior to all regularly scheduled site meetings; and
 - with each application for progress payment.

The release of payment may be withheld in the event that the schedule is not adequately maintained and submitted to the satisfaction of the Owner.

All revisions to the original schedule shall be highlighted on the updated schedules. Updated schedules shall reflect the actual progress of the Work and any additions, deletions and revisions to the Work that have arisen since the previous update. At regularly scheduled site meetings, the Contractor shall explain the basis for all revisions and any corresponding increase or decrease in resources required to complete the Work on time. Upon the Owner's request, and at no additional cost to the Owner, the Contractor shall submit an updated schedule within seven (7) Days of any major increase/decrease in quantities of materials, or major change in the staging or perceived change in the character of the Work.

All printed copies shall be legible and shall show the date that the schedule was prepared.

Schedule Format and Content

All schedules shall consist of a Gantt chart prepared in Microsoft Project (Microsoft Project Professional 2010 or a newer version acceptable to the Owner).

The critical path method shall be used to prepare and update the construction schedule. Activities on the critical path shall be identified, and those activities on the critical path that are subject to Working Day charges shall show the expected number of Working Days required for each activity. The activities on the critical path will assist in determining the controlling operation for the purpose of charging Working Days.

The schedule shall show:

- the sequence and interdependence of all activities required to complete the Work, including time for review of working drawing and mix design submissions;
- early start date;
- early finish date;
- float times; and
- all network connections used to create a logical schedule and the corresponding durations.

The time scale of the schedule may be divided into days or weeks.

The schedule shall reflect operational constraints, interim completion dates and other scheduling requirements specified in the Contract.

The Contractor shall select activities for inclusion in the schedule so that the Work is identifiable and the progress of each activity can be determined. The Owner reserves the right to limit or increase the number of activities presented within the schedule.

Each activity in the schedule shall include a description of the operation and the number of Days allocated, or actually used, for it. When the duration of an activity is dependent on weather conditions, the number of Days allocated shall include an allowance for the normal frequency of inclement weather. When the activity has an associated item quantity, the approximate quantity shall also be shown.

A delay for an activity shall be deemed to have occurred when the activity is not complete on its late finish date as established in the construction schedule and/or when it exceeds the specified number of Working Days for the Contract.

The construction time shown on the initial schedule shall not exceed the Contract Time.

The Contractor will not be permitted to start the Work until a schedule conforming to the requirements above is received by the Owner. If, for whatever reason, the Contractor cannot produce an acceptable schedule within 30 Working Days of its initial submission of the schedule, the Contractor may be deemed to be in default of the Contract.

SC 8 CHANGE PROPOSALS AFTER CONTRACT AWARD

For the purposes of this Supplementary Condition, 'Change Proposal' means a proposal by the Contractor, after Contract award, for a modification to the Contract Documents that will result in design improvement benefits and/or a reduction in costs.

The Contractor's Bid shall be based on the Bid Documents and the Contract will be awarded on that basis.

After the award of the Contract, the Contractor may propose a cost-reducing Change Proposal(s) and, if accepted by the Owner, gain a financial reward by receiving 50% of the net savings resulting from the Change Proposal(s), as may be determined in the sole discretion of the Owner. The calculation of the net savings shall take into account any additional costs incurred by the Owner resulting from the implementation of the Change Proposal. The Owner shall not be obligated, under any circumstances, to accept a Change Proposal, and reserves the right to reject any Change Proposal at its sole discretion.

If a Change Proposal is accepted by the Owner, the Contractor may:

- .1 be reimbursed for 100% of the design/redesign cost which was agreed to by the Owner at the time of acceptance of the Change Proposal;
- .2 receive payment for the construction costs under the Change Proposal, as agreed to by the Owner at the time of acceptance of the Change Proposal; and
- .3 receive payment of 50% of the net construction cost savings resulting from the Change Proposal, as agreed to by the Owner at the time of acceptance of the Change Proposal.

The Contractor shall not be entitled to payment in connection with a Change Proposal, including design/redesign costs under paragraph .1 above, until the Change Proposal has been approved by the Owner, in writing.

If a Change Proposal is acceptable to the Owner, the Contractor shall construct the work affected by the Change Proposal for the price set out in the Change Proposal and agreed to by the Owner. The agreement of the Contractor shall constitute a full and final release with respect to any claims for loss of profits with respect to the work affected by the Change Proposal.

The Contractor shall be responsible for all costs resulting from any errors or assumptions made in the Change Proposal including, but not limited to, estimates as to quantities, time, materials, labour or design in any way related to the Change Proposal.

The Contractor shall obtain, at its own expense, all regulatory approvals, permits, licences and certificates required as a result of a Change Proposal.

Any aspect of a Change Proposal that involves, or may involve, doing work/an act that is within the practice of professional engineering shall be designed by a Professional Engineer and shall bear the seal and signature of the Professional Engineer. Whatever the Contract specifies regarding stamp occurrences for such design work, the same requirement shall apply to designs/redesigns for a Change Proposal.

No extension of Contract Time will be permitted as a result of a Change Proposal unless detailed in the Change Proposal accepted by the Owner.

Change Proposal(s) shall not alter the terms and conditions of the disincentive clauses in the Contract.

The Owner shall not be liable to the Contractor, under any circumstances, for the Owner's failure to accept, consider or act upon a Change Proposal, nor for any delays attributable to a Change Proposal whether accepted or not.

The Contractor shall have no claim against the Owner for any costs, damages, expenses or delays due to the Owner's rejection of a Change Proposal including, but not limited to, review for approval of designs, development costs, design/redesign costs, anticipated profits or increased material or labour costs resulting from delays in the review of such Change Proposals.

SC 9 SUBSTANTIAL PERFORMANCE OF THE CONTRACT

The Work will not be deemed to be ready for use or being used for the purposes intended pursuant to section 2 of the *Construction Act* until the following conditions have been met at a minimum:

- each item of mechanical, electrical, instrumentation, piping and HVAC equipment installed under this Contract has been tested to demonstrate compliance with the performance requirements of this Contract;
- each mechanical, electrical, instrumentation, piping and HVAC system installed or modified under this Contract has been tested in accordance with the specified requirements;
- the Work has satisfactorily passed all required inspection and performance testing and can be used for the purposes intended;
- all test results have been submitted to the Owner;
- all operating manuals, maintenance manuals and "As-Built" drawings have been completed and submitted to the satisfaction of the Owner;
- all training required under the Contract has been completed and instructions have been provided to the Owner's staff to enable the Owner to operate the facility;
- all spare parts and materials have been supplied; and
- all warranty certificates have been submitted.

No deviations from these requirements will be permitted.