

Appendix 3 – Special Provisions

The Standard Construction Document CCDC 2-2020 Stipulated Price Contract (Appendix 1), English version, consisting of the Agreement between *Owner* and *Contractor*, Definitions, and General Conditions of the CCDC 2 - 2020 Stipulated Price Contract, Parts 1 to 13 inclusive, Supplementary Conditions to CCDC 2-2020 Stipulated Price Contract (Appendix 2), governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications.

DEFINITIONS

Project

Amend the definition of *Project* as follows:

The *Project* is comprised of *Designated Separate Work Zones* which the *Owner* has awarded to the *Contractor* and which also consists of *Other Work* awarded to *Other Contractors* under separate contracts for the *Other Work*, which is comprised of the following:

- RFP-2023-010 – General Contractor for Slate and Flat Roof at the Mulock House. This *Other Work* has been completed by the *Other Contractor*.
- RFP-2023-117 – Prequalified General Contractors for Mulock Park and Buildings
- RFP-2024-086 – Mulock House Adaptive Re-use

Each of the separate contracts with the *Contractor* and *Other Contractors* will be performed under different but overlapping *Phases*.

Amend the definition of *Work* by adding to the end the following:

The *Work* includes coordinating the termination of services installed as part of the *Work* as well as the connection of these services with other services installed as part of the *Other Work* under separate contracts which comprise the *Project*. For the sake of clarity, the *Work* does not include the *Other Work*.

Add the following definitions:

Buffer Zone

Buffer Zone or *Buffer Zones* means a minimum separation of 10 meters that are required to be maintained at all times between the *Contractor* and *Other Contractors* within their respective *Designated Separate Work Zone*.

Construction Act

Construction Act means the *Construction Act*, R.S.O. 1990, c. C.30, as amended.

Designated Separate Work Zone

Designated Separate Work Zone or *Designated Separate Work Zones* means designated separate work areas that are separated by *Buffer Zones* in which *Other Work* is being performed by *Other Contractors* under separate contracts.

Early Completion Incentive

Early Completion Incentive has the meaning set out in paragraph 14.8.1 of GC 14.8 – EARLY COMPLETION.

Mulock House Adaptive Re-use

Mulock House Adaptive Re-use refers to the contract as set out at paragraph 14.11.2 of GC 14.11 – OTHER CONTRACTORS AND OTHER WORK.

Mulock House

Mulock House refers to a heritage residential property at the *Place of the Work* as set out at paragraph 2.3.8 of GC 2.3 – REVIEW AND INSPECTION OF WORK.

Mulock Park Site

Mulock Park Site refers to the former Mulock property, and adjacent 1.6 hectare Jim Bond Park and a woodlot to the immediate north of Jim Bond Park to be incorporated by the *Owners* at the *Place of the Work*.

Other Work

Other Work means the total construction and related services performed by *Other Contractors* respecting the *Project*, but does not include the *Work*.

Phase

Phase or *Phases* means the temporal construction stages in which the *Contractor* and *Other Contractors* may be performing *Work* and *Other Work* under overlapping timelines within their own respective *Designated Separate Work Zone*.

Preparation Period

Preparation Period has the meaning set out in paragraph 14.14.5 of GC 14.14 – THE CONTRACTOR’S DESIGNATED SEPARATE WORK ZONE.

RFP-2023-010

RFP-2023-010 refers to the RFP respecting General Contractor for Slate and Flat Roof as set out in 14.11.2 of GC 14.11 – OTHER CONTRACTORS AND OTHER WORK.

RFP-2023-117

RFP-2023-117 refers to the RFP respecting Prequalified General Contractors for Mulock Park and Buildings as set out in paragraph 14.11.2 of GC 14.11 – OTHER CONTRACTORS AND OTHER WORK

RFP 2024-086

RFP 2024-086 refers to the RFP respecting Construction of the Mulock House Adaptive Re-Use and is the basis of the *Contract* entered into between the *Owner* and the *Contractor*. Any reference to “the RFP issued by the *Owner*” means RFP 2024-086.

RTRC Site

RTRC Site has the meaning set out in paragraph 14.9.1 of GC 14.7 – OFF-SITE STORAGE.

This Contract

This Contract refers to RFP 2024-086, Construction of the Mulock House Adaptive Re-Use.

GC 2.3 – REVIEW AND INSPECTION OF WORK

Add new paragraph 2.3.8 as follows:

- 2.3.8 Mulock House is designated under the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 and Town of Newmarket By-Law 2003-168 for architectural and historical value or interest. The *Contractor* shall therefore clearly mark any proposed cutting, selective demolition, or modification locations not shown on the *Contract Documents* for the *Owner* and the *Consultant's* approval. The *Contractor* shall obtain written approval from the *Owner* and the *Consultant* of such locations prior to proceeding with that portion of the *Work*.

PART 11 INSURANCE

Revise the heading to the following:

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 – INSURANCE

Delete section GC 11.1 in its entirety and substitute new section 11.1 as follows:

Prior to the commencement of the Contract, and for the entire duration thereof, the Contractor shall, at its own expense, obtain and maintain insurance coverage as follows:

1. **General liability insurance** shall be with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

The policy shall be in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover*, as set out in the certificate of *Ready-for-Takeover*, on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.

Coverage shall include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work, and work below ground surface including tunnelling and grading. Coverage shall include demolition of buildings or removal of property.

The policy shall contain a difference-of-limits clause with respect to the *Project*.

2. **Automobile liability insurance** in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*. The policy shall be in place from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

3. If applicable, **Unmanned aerial vehicle liability insurance** with respect to owned or non- owned aircraft (if used directly or indirectly in the performance of the *Work*), shall have limits of not less than \$5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by an applicable law or regulation.
4. **“Broad form” property insurance** shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

The “broad form” property insurance shall be in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The “broad form” property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

- (1) 10 calendar days after the date of *Ready-for-Takeover*;
- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square meters in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
- (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

In the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

- (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
- (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition, the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*;
- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions; and
- (4) if any loss occurs involving damage to property in an amount greater than \$25,000.00, bodily injury to any person, or damage to any existing structure, the *Contractor* shall, in addition to the other requirements set out herein, immediately provide a detailed written report to the *Owner*.

Building known as Mulock House is to be insured for the cost to replace the structure and any additional renovation costs. The current replacement cost of the structure is \$15,000,000.00.

The Mulock House is designated as a heritage property. The historic significance of this property must be considered when arranging property insurance.

5. **Contractors’ equipment insurance coverage** written on an “all risks” basis covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof

of financial capability by the *Contractor* for self- insurance, the *Owner* may agree to waive the equipment insurance requirement.

The policy shall be in place from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

6. **Contractors' Pollution liability insurance** subject to limits of not less than \$5,000,000 per claim and shall include coverage for but not limited to, bodily injury including death, property damage including remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall remain in force from the date of commencement of the *Work* until two years from the date of *Substantial Performance of the Work*. The *Owner* shall be added as an additional insured to the policy but only with respect to liability arising out of the operations of the *Contractor*.
7. **Hook liability insurance** for any and all materials, supplies, property of the *Contractor*, property of others or property of the *Owner* that is intended for the construction and or installation in connection with repair, completion, erection or improvement of property. The limit for any one loss is not to be less than an amount equal to the maximum value of the property on "the Hook" at any one time in the performance of the work however at no time shall this limit be less than \$500,000.00.
8. **Wrap-up Liability Policy** with limits of not less than \$10 million per occurrence, an aggregate limit of not less than \$10 million within any policy year with respect to completed operations, and a deductible not exceeding \$25,000.00. The policy shall be in the name of the Owner, Contractor, consultants, engineers, architects, all Subcontractors and Project managers. The liability insurance shall be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Liability insurance coverage shall be provided for completed operations hazards from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, on an ongoing basis for a period of 6 years following Substantial Performance of the Work.

Where applicable, the *Contractor* shall:

1. The *Contractor* shall be entirely responsible for the cost of any deductible maintained in any insurance policy.
2. If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
3. All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
4. The *Contractor* shall not commence work under the *Contract* until evidence of insurance, preferably on the *Owner's* [Certificate of Insurance form](#) has been completed and filed with, and approved by the *Owner*;
5. The policies shown above shall be endorsed to provide the *Owner* with not less than thirty (30) days written notice of cancellation, change or amendment restricting coverage. However, if for any reason the insurer, on behalf of the *Contractor*, cannot endorse their policies to provide the *Owner* with not less than thirty (30) days written notice of cancellation, change or amendment restricting coverage, the responsibility thereof shall automatically transfer to the *Contractor* and becomes the *Contractor's* strict obligation to deliver to the *Owner* by registered mail with not less than thirty (30) days written notice of cancellation, change or amendment restricting coverage;
6. The *Contractor* shall provide evidence of the continuance of this insurance at each policy renewal date, or notice if the policies have been amended or extended, all or any part of the insurance, for the duration of the *Contract*.
7. If required by the *Owner*, the *Contractor* shall provide certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work;
8. The *Owner* reserves the right to request such higher limits of insurance or other types of policies

9. appropriate to work as the *Owner* may reasonably require; and
All policies shall apply as primary and not as excess of any insurance available to the *Owner*.

Add new GC 11.2 as follows:

GC 11.2 – CONTRACT SECURITY

11.2.1 Upon execution of the *Contract*, the *Contractor* shall provide to the *Owner*:

- .1 a performance bond in the amount as stated in the Pre-Condition of Award section of the RFP issued by the *Owner*;
- .2 a labour and material payment bond in the amount as stated in the Pre-Condition of Award section of the RFP issued by the *Owner*.

GC 12.3 – WARRANTY

Add new paragraph 12.3.13 as follows:

12.3.13 The *Owner* will maintain a 3% warranty holdback from the total amount of *Work* completed to date on each certificate for payment until all warranty work deficiencies have been completed. Once all warranty work has been completed to the satisfaction of the *Owner*, the 3% warranty holdback amount will be released to the *Contractor* with the final certificate for payment as approved by the *Consultant*. Should the deficiencies not be rectified as required by paragraph 12.3.7, the *Owner* may retain from this warranty holdback its costs to complete the necessary repairs or replacements.

Add new GC 12.4 as follows:

GC 12.4 – LIQUIDATED DAMAGES

- 12.4.1 In accordance with paragraph 6.5.6 of GC 6.5 – DELAYS, where the *Substantial Performance of the Work* has not been achieved within the *Contract Time*, the *Contractor* acknowledges and agrees that damage shall be sustained by the *Owner*. The *Contractor* further acknowledges and agrees that is impracticable and extremely difficult to ascertain and determine the actual damage which the *Owner* shall sustain in the event of and by any reason of such delay. The parties hereto agree that the *Contractor* shall pay to the *Owner* the amount of \$1,000.00 as liquidated damages for each *Working Day*'s delay in finishing the *Work* in excess of the number of *Working Days* or the completion date prescribed and it is agreed that this amount is a genuine pre-estimate of the actual damage to the *Owner* which shall accrue during the period in excess of the *Contract Time*.
- 12.4.2 The *Owner* may deduct any amount due for liquidated damages from any monies that may be due or payable to the *Contractor* on any account whatsoever, including but not limited to *Construction Act* statutory holdback where the requirements of the *Construction Act* have been met. The liquidated damages payable are in addition to and without prejudice to any other right, claim, action or any other remedy that may be available to the *Owner*.

GC 14.4 – RECORDS, DAILY REPORTS, AND DAILY LOGS

Add new GC 14.4.2 as follows:

14.4.2 The *Contractor* shall prepare and maintain a daily site log or diary, which shall include the following:

- .1 daily weather conditions and temperatures at the *Place of the Work*;
- .2 the number of workers of the *Contractor*, *Subcontractors*, *Suppliers*, and any other forces at the *Place of the Work*;
- .3 the *Construction Equipment* at the *Place of the Work*;
- .4 the descriptions and quantities of *Products* delivered and utilized; and
- .5 the general nature of *Project* activities and the *Work*.

Such log or diary shall also record any extraordinary or emergency events which may occur and also the identities of any persons who visit the *Place of the Work* who are not part of the day-to-day workforce. The *Contractor* shall also take or arrange for the taking of photographs at the *Place of the Work* to record the progress of the *Work*.

Add new GC 14.8 as follows:

GC 14.8 – LIMITED SITE ACCESS

- 14.8.1 The *Contractor's* attention is particularly directed to the limited access within the *Place of the Work*.
- 14.8.2 The *Contractor* shall make its own assessment of available driveways and the types of delivery vehicles which can negotiate the available turning radii and width without damage to trees, landscape, or other sensitive features.
- 14.8.3 The *Contractor* may propose alternative access routes. Such proposals shall be submitted to the *Consultant* for review by the consultant and *Other Contractors*.
- 14.8.4 The *Contractor* shall be responsible to pay for and coordinate all engineering, design, documentation, and approvals which may be required for access routes. The *Owner* may approve or reject alternative access routes at its sole discretion.

Add new GC 14.9 as follows:

GC 14.9 – OFF-SITE STORAGE

- 14.9.1 At the *Contractor's* request, the *Owner* will make available a limited off-site storage facility for the *Contractor's* use. This off-site storage facility will be provided at the Ray Twinney Recreation Complex, 100 Eagle Street West, Newmarket, ON (the "***RTRC Site***") on the following conditions:
- .1 No construction activity by the *Contractor* is permitted at the *RTRC Site* before 7:00 am or after 9:00 pm.
 - .2 Maximum material and equipment storage area provided at the *RTRC Site* shall be 400 square meters, at a location mutually agreed between the *Owner* and *Contractor* within the *RTRC Site*.
 - .3 The *Contractor* is responsible for safe and secure storage of materials and equipment at the *RTRC Site*, including all required fencing, security monitoring, and safety measures within the storage area.
 - .4 The *Contractor* shall ensure that insurance coverage includes coverage of the *RTRC Site*.
 - .5 In addition to the storage area noted above, the *Contractor's* staff may park up to 30 roadworthy personal or work vehicles at the *RTRC Site*.

- .6 The *Contractor* shall be responsible for all provisions to transport *Construction Equipment, Products*, or workers between the *RTRC Site* and the Mulock Park Site at the *Contractor's* cost.
 - .7 The *Contractor* shall be responsible for all site maintenance activities within the limits of their storage area, including but not limited to snow removal, sanding, and salting for ice control, grass cutting, removal of litter, and sweeping of debris.
 - .8 Prior to occupying the *RTRC Site*, the *Owner* and the *Contractor* shall review and document the condition of the *RTRC Site*.
 - .9 Upon demobilization from the *RTRC Site*, the *Owner* and the *Contractor* shall review the condition of the *RTRC Site* before returning this area to the *Owner's* control.
 - .10 The *Contractor* shall make good any damage to the *RTRC Site* arising from the *Contractor's* use, to the satisfaction of the *Owner*.
 - .11 The *Owner* is not responsible for loss incurred by the *Contractor* at the *RTRC Site* or in transit between the *RTRC Site* and the Mulock Park Site, however incurred.
 - .12 The *Contractor* shall make all reasonable efforts to minimize and mitigate impact on public users and neighbours of the *RTRC Site*.
 - .13 The *Owner* will make separate off-site storage and parking available at the *RTRC Site* for the *Other Contractor* performing *Other Work* for the RFP 2023-117 contract, Construction of the Mulock Park and Buildings, and the *Owner* will ensure that such use of the *RTRC Site* by the *Other Contractor* does not interfere with the *Contractor*.
- 14.9.2 The *Contractor* shall not allow its employees or *Subcontractors* to park vehicles on public roads. Parking on private property shall be by the express written permission of the property owner.
- 14.9.3 The *Contractor* shall be responsible for making and paying for any and all arrangements for off-site storage and parking, beyond those described above regarding the *RTRC Site*.

<u>Add</u> new GC 14.10 as follows:

GC 14.10 – EARLY COMPLETION

- 14.10.1 Should the *Contractor* complete its *Work* and the *Work* has been declared by the *Consultant* as *Ready-for-Takeover* on or before December 1, 2025 (the “**Early Completion Date**”), the *Contractor* shall be eligible for an early completion incentive (the “**Early Completion Incentive**”) which shall be calculated at a rate of \$1,000 for each *Working Day* to a maximum amount of \$50,000.00, provided that the conditions in GC 14.10 – EARLY COMPLETION are satisfied on or before the *Early Completion Date*.
- 14.10.2 The *Contractor* shall be eligible for this *Early Completion Incentive* only if:
- .1 cleanup of the *Place of Work* is complete as determined by the *Consultant*.
 - .2 the *Consultant* has confirmed that all *Construction Equipment* has been removed from the *Place of Work*;
 - .3 an occupancy permit has been issued for the Mulock House in accordance with the Ontario Building Code;
 - .4 commissioning of all systems is complete in accordance with the *Contract* and systems are fully functional to the satisfaction of the *Consultant*;
 - .5 *Substantial Performance of the Work* is certified in accordance with GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK;
- 14.10.3 The *Contractor* shall make reasonable efforts to maintain progress of the *Work*.

14.10.4 Any adjustments in *Contract Time* which impacts the *Early Completion Date* shall be made by a *Change Order* as provided in the *Contract* and an adjustment shall be made to the *Early Completion Date*.

14.10.5 Notwithstanding the above conditions, the *Contractor* may request eligibility for the *Early Completion Incentive* for consideration by the *Owner* where the requirements of section 2(1) of the *Construction Act* are satisfied in advance of the *Early Completion Date*.

14.10.6 Determination of whether or not the conditions at paragraph 14.10.2 or 14.10.5 have been met and satisfied shall be made by the *Owner* at its own sole and unfettered discretion.

Add new GC 14.11 as follows:

GC 14.11 – OTHER CONTRACTORS AND OTHER WORK

14.11.1 The *Owner* reserves the right to enter into separate contracts in connection with *Other Work* and to designate *Designated Separate Work Zones* and segregate access points between the *Contractor* and *Other Contractors*.

14.11.2 The following contracts respecting the *Work* and the *Other Work* of *Other Contractors* are contemplated under certain *Phases*:

Phase	Construction Contracts Active at 33 Mulock Drive	Anticipated Duration	General Description of Work
4	RFP-2023-117 – Prequalified General Contractors for Mulock Park and Buildings	October 2024 through September 2025	Completion of House work
	RFP 2024-086 – Mulock House Adaptive Re-use		Completion of Park works outside of <i>Buffer Zone</i> and Mulock House <i>Buffer Zone</i> .
5	RFP-2023-117 – Prequalified General Contractors for Mulock Park and Buildings	September 2025 through December 2025	Fit-Out of Mulock House interior.
	RFP 2024-086 – Mulock House Adaptive Re-use		Removal of temporary access road. Remove barriers between sites. Completion of Park works. Commissioning.

14.11.3 *Designated Separate Work Zone* and *Buffer Zone* conceptual boundaries are labeled as figures 4 through 5 and are attached to these Special Provisions as Appendix 3b. Conceptual boundaries between *Designated Separate Work Zones*, timeframes, and *Other Work* are approximate.

14.11.4 The *Owner's* representative, the *Contractor*, and all active *Other Contractors* will meet as required to adjust the *Designated Separate Work Zones* and to fulfill the *Contractor* and the *Other Contractors'* obligations as “employers” and “constructors” under the *OHSA*.

14.11.5 The *Contractor* shall provide a written submission to the *Consultant* detailing how the *Work* will be coordinated with *Other Work* of *Other Contractors*.

Add new GC 14.12 as follows:

GC 14.12 – DESIGNATED SEPARATE WORK ZONES

- 14.12.1 Without restricting the generality of any other provision in the *Contract*, the *Contractor* shall, for the purposes of the *OHSA* be deemed, construed, and designated as the “constructor” for the *Work* within its own *Designated Separate Work Zone* and shall assume and fulfill all of the responsibilities of “constructor” as set out in *OHSA*. Nothing in the *Contract* or the *Contract Documents* shall be deemed or construed as making the *Owner* an “employer” or a “constructor” as defined in *OHSA*, either instead of or jointly with the *Contractor*.
- 14.12.2 The *Owner* may retain a safety consultant who may advise and assist the *Owner* in identifying the failure of the *Contractor* or any *Other Contractors* to comply with applicable health and safety legislation, including the *OHSA*. Nothing in this paragraph shall alter the responsibility of the *Contractor* or *Other Contractors*, as the case may be, of responsibility for health and safety with respect to the *Work* and the *Other Work*. The *Contractor* agrees and acknowledges that the *Contractor* and the *Other Contractors* shall have the exclusive, complete, and sole responsibility for all health and safety matters respecting the *Project*, including but not limited to the *Work*, *Other Work*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*, and third parties.
- 14.12.3 As *Other Contractors* may be performing their *Other Work* adjacent to the *Contractor*’s *Designated Separate Work Zone*, the *Contractor* shall cooperate with *Other Contractors* that are deemed, construed, and designated as the “constructor” for *Other Work* within their respective *Designated Separate Work Zone*.
- 14.12.4 The *Contractor* and its *Subcontractors* shall not enter the *Designated Separate Work Zone* of an *Other Contractor* unless permission has been obtained in advance and in writing from both the *Other Contractor*, the *Consultant* and the *Owner*. At a minimum, after obtaining such permission, the *Contractor* will establish a temporary separate perimeter barrier and continue *Work* within that permitted area. A meeting shall be convened by the *Contractor* with the *Consultant* and affected *Other Contractor(s)* to re-establish the *Designated Separate Work Zone* of the *Contractor*.
- 14.12.5 The *Contractor* shall ensure that a *Buffer Zone* is maintained at all times between the *Designated Separate Work Zones*. Barriers and signage prohibiting access shall be maintained at the *Buffer Zone*. At no time shall the *Contractor* infringe, access, or perform *Work* within the *Buffer Zone*.
- 14.12.6 The *Contractor* may request an adjustment of the *Designated Separate Work Zones* or *Buffer Zones* on the condition that *Designated Separate Work Zones* and *Buffer Zones* shall be continuously established and strictly maintained at all times, including, without limitation, fencing, signage, and delineation.
- 14.12.7 Where adjustments to the *Designated Separate Work Zones* are required, an “Access Permission to Contract Area – Contractor Form” attached to these Special Provisions as Appendix 3c shall be made and signed by the affected *Other Contractor* before adjusting the *Designated Separate Work Zone*.
- 14.12.8 The following *Designated Separate Work Zones* respecting *Other Work* is expected to be adjacent to the *Contractor*’s *Designated Separate Work Zone*:

RFP 2023-117 – Construction of the Mulock Park and Buildings : Matheson Constructors Ltd.
Contact: Robert Matheson (437) 449-5361

- 14.12.9 The *Other Contractor* for RFP 2023-117 shall construct all required fencing, barriers and signage to separate RFP-2023-117 from the *Place of Work* under RFP 2024-086, before the *Contractor* mobilizes under RFP 2024-086, in order to maintain separation of the *Designated Separate Work Zones*.

Add new GC 14.13 as follows:

GC 14.13 – THE CONTRACTOR’S DESIGNATED SEPARATE WORK ZONE

- 14.13.1 The following minimum requirements for separation in time and space for the *Contractor’s Designated Separate Work Zone* shall be adhered to at all times:
- .1 *Work* shall take place only within the *Designated Separate Work Zone*.
 - .2 The *Contractor* and the *Other Contractors* shall keep site access and egress routes independent from the routes of access to or egress for their respective *Designated Separate Work Zone*.
 - .3 The *Contractor* shall establish its own separate toilets and clean-up facilities within its *Designated Separate Work Zone*, for exclusive use by the *Contractor*, *Subcontractors*, the *Owner*, and the *Consultant*.
 - .4 The *Contractor* shall establish its own separate areas for waste disposal or chute within its *Designated Separate Work Zone*, for exclusive use by the *Contractor* and *Subcontractors*.
 - .5 The *Contractor* shall establish its own written emergency procedures and no sharing of resources or equipment dedicated for their implementation with *Other Contractors* is permitted.
 - .6 The *Contractor’s* supervisor shall maintain control over electrical installations, ventilation, lighting and traffic control within its *Designated Separate Work Zone*.
 - .7 The *Contractor* shall take all required measures to confine noxious gases, dusts or fumes within its *Designated Separate Work Zone*.
 - .8 The *Contractor* shall independently establish and implement written procedures respecting its *Designated Separate Work Zone* to ensure that all *Project* employers, workers, *Subcontractors*, and *Other Contractors* are made aware of their responsibilities under the *OHS*A and O. Reg. 213/91: CONSTRUCTION PROJECTS of the *OHS*A.
 - .9 The *Contractor* shall immediately notify the *Owner*, the *Consultant*, and the affected *Other Contractor* of any violations of paragraph 14.13.6 of GC 14.13 – THE CONTRACTOR’S DESIGNATED WORK ZONE, and the *Contractor* shall take immediate steps to rectify the violation.
- 14.13.2 Separate access routes shall be maintained for each contract at all times. No adjustment shall be made to the *Designated Separate Work Zones* and the *Buffer Zone* without the express written authorization of the affected *Other Contractor*.
- 14.13.3 Adjustments to the *Designated Separate Work Zones* and the *Buffer Zone* shall be made by the *Contractor* on Saturdays or at other times agreed by the affected *Other Contractors* when no *Other Work* is occurring on other *Designated Separate Work Zones*.
- 14.13.4 Cost of adjusting *Designated Separate Work Zones* and the *Buffer Zone* shall be borne by the contractor requesting the adjustment.
- 14.13.5 14.13.6 Contractor shall not permit construction traffic on permeable pavement roadbase, and shall replace any permeable pavement roadbase material which becomes fouled by construction traffic.

- 14.13.7 In the unlikely event that *Other Contractors*, their workers or subcontractors enter the *Designated Separate Work Zone* of the *Contractor* or the *Buffer Zone* without advance permission obtained in writing, the *Contractor* shall immediately stop work within 30 meters of the infringement. The *Contractor* shall notify the *Owner* and the *Consultant* immediately and establish a temporary separate perimeter barrier and continue *Work* in unaffected areas within its *Designated Separate Work Zone*. A meeting with the *Owner's* representative, the *Contractor*, and affected *Other Contractor(s)* shall be convened by the *Consultant* to re-establish the prior separation in space. Add new GC 14.14 as follows:

GC 14.14 – CHANGES IN SOIL CONDITIONS

- 14.14.1 The following minimum requirements for separation in time and space for the *Contractor's Designated Separate Work Zone* shall be adhered to at all times:
- .1 If the Contractor encounters contaminated soil conditions that are substantially different or in excess of those conditions either described in the Contract Documents and cash allowances, the Contractor shall immediately cease soil excavation for the affected portion of the Work and immediately inform the Owner.
 - .2 The Contractor shall, within three (3) Working Days after the date the actual soil conditions are discovered, deliver to the Owner written notice of such conditions and, if applicable, a written request for the Owner to issue to the Contractor a Change Order in respect of the soil conditions in accordance with GC 6.2.
 - .3 Prior to incurring any extra cost, the Contractor shall obtain a Change Directive in accordance with GC 6.3 to proceed with the Work involving the substantially different soil conditions. The Contractor shall provide quotes and invoices to support such changes related to contaminated soil to the satisfaction of the Owner. The cost of the Change Directive shall be the cost of the Work at rates prevailing in the locality of the Place of the Work.
 - .2 The cost of the Work shall be comprised of:
 - .1 Labour rates that are listed in the bidding documents or as agreed by the Owner and the Contractor including wages, benefits, and compensation.
 - .2 Equipment rental costs for construction equipment and temporary supports and structures exclusive of hand tools under \$1,000.00.
 - .3 Subcontract amounts with Subcontractors.
 - .4 Other:
 - .1 Quality assurance such as independent inspection and testing services not covered by Owner.
 - .2 Value Added Taxes.
 - .3 Cost for removal and disposal of waste products, and debris found within
 5. Mark-ups as prescribed by GC 6.2.