

SUPPLEMENTARY CONDITIONS

SC 1 WORKING HOURS

The Contractor shall only perform work at the Site between the hours of 7:00am and 5:00am, 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 Region. The Contractor shall include in its bid price the cost of working a minimum of 100 hours outside the Working Hours for loud and disruptive work such as service shutdowns, demolition, saw cutting, heavy drilling etc.

SC 2 SCHEDULE OF WORK

The Contractor shall furnish all necessary machinery, equipment and other means of labour, perform all of the Work, and furnish all of the materials except as otherwise specified in the Contract Documents, and to complete the Work herein described in strict accordance with the Contract Documents.

The Contractor shall submit a construction schedule to the Region for approval prior to the start of construction. The schedule must reflect the requirement that the Work must be completed with minimal disruption of operation of the facility. The Contractor shall give the Region a minimum of five (5) Business Days’ prior notice of any changes to the schedule and provide an updated schedule.

Once the Work commences, the Contractor shall work on a continuous basis until the Work is completed.

SC 3 SCHEDULE OF VALUES

Within ten (10) Working Days of the Contract award, the Contractor shall provide to the Owner and Consultant a schedule of values (the “Schedule of Values”) for the Owner and Consultant’s review and approval. Once the Schedule of Values has been approved by the Owner and Consultant, the Schedule of Values shall be used for the purposes of facilitating review and payment of Proper Invoices. The Schedule of Values shall:

- (a) be balanced with no front end loading of costs;
- (b) include a detailed breakdown of each of the all-inclusive lump sum items (and each subcomponent of work forming part of the lump sum items), and Cash Allowance comprising the Contract Price, with a corresponding clear description, cost and percentage of completion of the lump sum item; and
- (c) include any particular items of the Work as a separate line items (with a corresponding cost value) if required by the Contract Documents.

SC 4 PROVISION FOR TRAFFIC

COVID-19 Vaccination Centre

General

Harry Walker Parkway shall be kept open to through traffic at all times.

The Contractor shall not reduce the number of through lanes or otherwise restrict traffic on Harry Walker Parkway without the prior written approval of the Owner and without first obtaining a road occupancy permit from the Region.

Approval by the Commissioner to reduce lanes of traffic may be withheld or rescinded should the reduction of traffic lanes negatively impact the flow of traffic to and from a COVID-19 vaccination centre.

Access shall be maintained at all times to all businesses and residences presently having access to the road.

SC 5 Other areas of the warehouse, not included in the contract, will be operational and the Contractors work must be organized so that access and use of the other areas is not impeded by OTHER CONTRACTORS

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

- York Region Police Renovation of office and storage at 145 Harry Walker Parkway

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 6 OPERATIONAL CONSTRAINTS

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

Operating Facility

The Contractor shall coordinate its Work so as not to interfere with the daily operations of 145 Harry Walker Parkway. The Contractor shall keep all areas of work clean, safe and useable for the staff, residents and visitors of the facilities at all times.

All parking and fire route areas shall be accessible at all times.

The facility shall remain operational during equipment installation and commissioning. The Contractor shall coordinate this work to ensure uninterrupted operations. The Contractor shall notify the Region a minimum of five (5) Business Days prior to any shutdown of services or equipment in order to coordinate an acceptable date and time for the shutdown. Any changes to the agreed upon date and time of the shutdown must be approved by the Region. Any other disruptions to facility services must be approved, in advance, by the Region.

Noise

The Contractor shall comply with all local bylaws regarding noise. These bylaws are under the jurisdiction of the Town of Newmarket and the Region has no authority to grant exemptions from them. Any loud noise disruption to York Region staff will need to be rescheduled outside of working hours.

SC 7 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 and Approvals

The Contractor is advised that the following permit has been obtained for the Work:

- Building permit from the Town of Newmarket

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.

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 and 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 8 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.

SC 9 Provisional Items

The Contractor shall only perform work under a provisional item when authorized by the Owner. Under no circumstances shall the Contractor be entitled to payment under a provisional item if the Owner did not authorize the Contractor to perform work under that item.