

T-24-33
APPENDIX C
FORM OF CONTRACT –
SUPPLEMENTARY CONDITIONS
REVISED ADDENDUM 15

SC 1. WORKING HOURS

The Contractor will be able to work at the Site during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday (the “**Working Hours**”). Should the Contractor need to work at the Site outside of the Working Hours, including on weekends, they must notify and receive written approval from YRP’s project manager (the “**YRP Project Manager**”).

SC 2. PROVISION FOR TRAFFIC

Access shall be maintained at all times from the road to all driveways and parking lots not affected by the Work.

SC 3. OTHER CONTRACTORS

Other work may be in progress within, and/or adjacent to, the Site.

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 Board 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 10 – 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. 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.

Site plan application has been submitted to the Town of East Gwillimbury, Ontario.

SC 5. CRITICAL PATH SCHEDULE

Frequency of Schedule Submissions

The Contractor shall submit four colour paper copies and one electronic copy of its initial construction schedule to the Board 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 Board at least three (3) Days prior to the meeting.

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

- (a) Four colour paper copies and one electronic copy of the updated schedule shall be prepared and submitted to the Board:
 - (i) not less than three (3) Days prior to all regularly scheduled Site meetings; and
 - (ii) 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 Board.

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 Board's request, and at no additional cost to the Board, 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 newer version acceptable to the Board).

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;

- 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 Board 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 subparagraphs requirements above is received by the Board. 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 6. 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 electrical equipment and other cabling installed under this Contract has been tested to demonstrate compliance with the performance requirements of this Contract;
- each electrical and other cabling 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 Board;

- all operating manuals, maintenance manuals, and "As-Built" drawings have been completed and submitted to the satisfaction of the Board;
- all training required under the Contract has been completed and instructions have been provided to the Board's staff to enable the Board 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 7. ON-SITE SOIL MANAGEMENT

General

The Contractor shall perform the Work in accordance with the requirements of Ontario Regulation 406/19 – On-Site and Excess Soil Management made under the *Environmental Protection Act*, RSO 1990, c E.19 ("**O. Reg. 406/19**") and the Rules for Soil Management and Excess Soil Quality Standards (the "**Soil Rules and Standards**").

The Contractor shall, as necessary, excavate, track, transport, stockpile, sample, test, process, reuse onsite and dispose of off Site and complete any other handling required for proper management reuse and/or disposal of soil.

On-Site Soil Management

Soil Storage

Unless otherwise indicated in the Contract Documents, the Contractor shall not store any soil at the Site without the prior written approval of the Board. The Contractor shall ensure soil management at the Site is carried out in accordance with O. Reg. 406/19, including section 24 as it pertains to any instruments applicable to soil management at the Site, the Soil Rules and Standards, applicable federal and provincial laws, and municipal by-law requirements, including but not limited to:

- (a) soil and crushed rock shall be managed in such a way as to prevent any adverse effects associated with the receiving, processing, storage and movement of soil, including management of:
 - (i) noise;
 - (ii) dust;
 - (iii) mud tracking;
 - (iv) leaching;
 - (v) run-off and erosion; and

- (vi) potential outdoor air impact(s), including odour issue(s).
- (b) dry soil and crushed rock must be segregated and stored in stockpiles.
- (c) soil and crushed rock that has not been sampled and analyzed, and is required to complete sampling and analysis, must be kept segregated from other soil and crushed rock.
- (d) the soil stored must not be stored at a location:
 - (i) within 30 metres of a water body; and
 - (ii) within 10 metres of the property line (boundary), unless any of the following apply:
 - (A) 500 cubic metres or less of excess soil will be stored at any one time on the Site;
 - (B) excess soil storage at the Site will be for a period of time of less than one week;
 - (C) the storage location has a physical barrier (e.g., concrete wall) between the excess soil and the property boundary; or
 - (D) the storage is taking place in a public road right-of-way.
- (e) despite paragraph (d)(i), sediment that is dredged from a water body or any soil that is to be excavated from within 30 metres of a water body may be temporarily stored within 30 metres of that water body if the following criteria are satisfied:
 - (i) there are no visual or olfactory signs that the soil or sediment is affected by contamination;
 - (ii) the soil or sediment is stored no longer than 1 week from the day it is excavated, except the soil or sediment may be stored for the amount of time that is necessary to:
 - (A) reuse the soil at the Site as part of the project; or
 - (B) to dewater liquid soil before transportation or reuse; and
 - (iii) a sediment and erosion control plan has been prepared and is being implemented for the Site for the duration of the time that soil or sediment is temporarily managed, to prevent any impairment to the water body and any other adverse effects resulting from the storage of the sediment or soil near the water body (e.g., silt runoff, consideration for floodplains, natural hazards, etc.).
- (f) soil shall be stored in a manner that prevents any contaminants from the soil from leaching into the groundwater.

Soil Processing

No soil processing at the Site is permitted without the Board's prior written consent. Only soil processing activities permitted under section 6 of O. Reg. 406/19 will be considered unless the Contractor has obtained the applicable Environmental Compliance Approval, as defined in the *Environmental Protection Act*, RSO 1990, c E.19 (the "**EPA**"). In the event the Board provides consent, all such processing shall be performed in accordance with O. Reg. 406/19, the Soil Rules and Standards, the EPA, the *Ontario Water Resources Act*, RSO 1990, c O.40, local instruments, and, if the soil is designated as waste under O. Reg. 406/19, the Environmental Compliance Approval.

The Contractor shall ensure all soil processing activities at the Site conform to the methods described in O. Reg. 406/19, and that such activities would not result in the excavated soil at the Site being designated as waste due to processing.

If a procedure is required by section 6 of O. Reg. 406/19 for the purposes of dewatering or solidifying soil by mixing with a substance that contains a natural or synthetic polymer, the Contractor shall ensure it provides the Consultant with any information that is relevant to the use of the substance to develop the written procedures and document as required under section 6, subsection (4) and (5) of O. Reg. 406/19 respectively. The Contractor, as operator of the Site, shall ensure a copy of the document is provided to the owner or operator of the reuse site. The required information shall be provided to the Consultant a minimum of twenty (20) Business Days prior to beginning any soil mixing at the Site.

The Contractor shall not remove any processed soils from the Site until written approval has been provided by the Board or the Consultant.

Receiving Excess Soil for Reuse at the Site

If the Contractor has determined at the time of bidding for the Work to use Excess Soil from a non-Board or non-Regional project to meet clean fill needs for the Work, the Contractor shall submit an imported Soil management plan for the import of Soil to the Board's Qualified Person and the Consultant, for review and approval within thirty (30) Business Days after award of the Contract. The imported Soil management plan shall include the following at a minimum:

- (a) the location of the proposed source sites and confirmation (with appropriate supporting documentation) as to whether or not the proposed source sites have filed notices with the Registry in accordance with section 8 of O. Reg. 406/19;
- (b) Soil sampling results, chain of custody, sampling plan and location maps for proposed soil that is to be imported;
- (c) the quantity of proposed Soil to be imported from each location for placement at the Site;

- (d) the applicable Excess Soil quality standards, as determined in accordance with the Soil Rules and Standards;
- (e) the documents and reports prepared by the source sites for the proposed Soil to be imported as required by sections 11, 12 and 13 of O. Reg. 406/19, including assessments of past uses, sampling and analysis plans, soil characterization reports, and Excess Soil destination assessment reports;
- (f) confirmation of the geotechnical suitability of the Soil to meet the requirements of the intended use;
- (g) procedures for load management, on-site storage and inspection of incoming loads in accordance with section 19 of O. Reg. 406/19, chain of custody and record management and a process for the Board's acceptance of the loads of Excess Soil; and
- (h) any other relevant information as requested by the Board's Qualified Person and/or the Consultant.

The Contractor acknowledges the Board must provide written consent in a form acceptable to the Board to the source site owners identified by the Contractor. The consent shall not be executed and no other commitments or agreements shall be made with the owner or operator of the source site of the Excess Soil without the Board's prior written approval. The Contractor shall not be entitled to any compensation on account of any delay or refusal in the Board providing written approval.

The Contractor shall ensure reliance is extended to the Board on reports, data and recommendations used to identify suitability of Excess Soil from a source site to be reused at the Site. Reliance under this section means reliance on terms acceptable to the Board.

Procedure for Observations of Soil Affected by Contaminant Discharge

Without limiting any of the Contractor's other obligations under the Contract Documents relating to toxic or hazardous substances or materials, if any person working at the Site makes an observation during soil excavation within the Site, including any visual or olfactory observation, that suggests that the soil being excavated may be affected by the discharge of a contaminant, the Contractor shall ensure the following actions are performed:

- (a) The person shall immediately notify the Contractor of the observation of potential contamination.
- (b) The Contractor shall immediately cease all soil excavations in the Site.
- (c) The Contractor shall immediately notify the Board and the Consultant of the observation, verbally and in writing.

- (d) The Contractor shall identify the area that may be impacted by the discharge of a contaminant and ensure that any excavated soils from that area are segregated from other excavated soil in the Site.
- (e) The Contractor shall coordinate with the Consultant and perform the work for the determination and development of recommendations for the following:
 - (i) the portion of the Site that is affected by the discharge of a contaminant;
 - (ii) confirmation that all excavated soil that is affected by the discharge of a contaminant is identified and segregated from other excavated soil at the Site;
 - (iii) appropriate disposal options for any excess soil from that portion of the Site that was affected in accordance with O. Reg. 406/19 and other applicable regulations; and
 - (iv) requirement for any revisions to any documents required under O. Reg. 406/19.
- (f) The Contractor shall consult with the Board and the Consultant to ensure the recommendations noted in (e) above have been satisfactorily executed prior to directing excavations be resumed.

SC 8. SECURITY CLEARANCES

The Contractor and any individuals who may be involved in the performance of the Work under the Contract will be subject to a security clearance by the YRP and the Contractor hereby consents to the security clearance.

The Contractor must submit to the Board a completed Confidential Personal History Form for each individual who will be performing the Work or may be required to enter a YRP facility. Each principal of a company, project manager and employee or person engaged by the Contractor must have an approved YRP security clearance prior to commencing Work under the Contract. The Contract may be terminated should any security clearance fail to be approved by YRP.

Approval of the Contractor's employees and Subcontractors will be at the sole discretion of the Board.

Maintenance of the security clearance is mandatory throughout the term of the Contract. The Contractor must notify the Board as soon as a new employee or Subcontractor is hired to work on the Contract and submit the completed form of such employee or Subcontractor for security clearance.

Security clearances are valid for a one-year period only and must be provided annually throughout the term of the Contract, if applicable.

The Confidential Personal History Form may be downloaded from yrp.bidsandtenders.ca.

SC 9. POST-AWARD MEETING

Within one week of receiving the Contract award notice, a post-award meeting will be held with the Contractor and members of YRP to review the Specifications, Drawings, and details. The YRP Project Manager will be introduced at the meeting.

The Contractor shall provide YRP a detailed timeline within two Days following the post-award meeting. Details shall include, but not be limited to, the delivery of materials and equipment to the Site and work to be performed on Site.

Additional meetings between the Contractor and the YRP Project Manager will take place to monitor the Contractor's performance. The interval of these meetings will be determined by the YRP Project Manager and/or the Contractor's performance.

SC 10. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for the supply and maintenance of any and all tools necessary to perform the Work. Any equipment, tools, supplies, etc. delivered to the Site by the Contractor or its Subcontractors in order to complete the Work will be the responsibility of the Contractor. The Contractor shall be entirely responsible for any loss or damage to their materials, supplies and equipment and to the personal property of any of their employees or Subcontractors while they are in or at a YRP facility.

The Contractor, including employees of the Contractor, and/or its Subcontractors shall promptly report to the YRP Project Manager:

- any hazardous conditions;
- any abnormal plumbing, electrical and mechanical conditions; and
- any damage caused to the building or grounds by the Contractor or others.

The Contractor shall abide by all security orders and is not permitted to provide any person access to the building and/or premises at any time.

Unauthorized use of YRP buildings, policing equipment or police related information (verbal, written or visual) is strictly prohibited. Violation of the requirements under this Supplementary Condition may result in termination of the Contract by the Board.

Reference to YRP in the Contractor's advertising without express written consent and approval is prohibited.

SC 11. CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS AND AODA

The Contractor shall employ sufficient skilled and experienced employees and Subcontractors to adequately perform the Work. The Contractor shall supervise all employees and Subcontractors and inform them of YRP's requirements.

The Contractor shall ensure that all employees and Subcontractors engaged in the performance of Contract are uniformed and identified as an employee or Subcontractor of the Contractor.

If YRP advises the Contractor in writing that an employee and/or Subcontractor under its supervision and performing work under the Contract is for any reason objectionable, unsatisfactory or undesirable, the Contractor must immediately remove the said person from the Contract.

The Contractor shall ensure that all employees and Subcontractors maintain an appropriate and respectful level of conduct in dealing with YRP staff and the general public while in performance of their duties under the Contract.

The Contractor shall ensure that all of its employees, agents, Subcontractors, and others engaged by the Contractor in the performance of the Work receive training in accordance with Sections 7 and 80.49 of Ontario Regulation 191/11 made under the Accessibility for Ontarians with Disabilities Act, 2005, SO 2005, c.11 (the “AODA”). Accordingly, the Contractor shall:

- comply with the requirements of the AODA; and
- complete and submit to the Board a copy of the AODA Training Certificate on or before the commencement of Work under the Contract or as periodically required by the Board.

A link to an AODA Training Video and the AODA Certificate can be found at <https://www.yrp.ca/en/about/Bids-and-Tenders.asp>.

SC 12. USE OF PREMISES

The Contractor’s use of the Site is limited to the assigned work area in order to permit the continued use of existing facilities with the least amount of interference and disruption possible.

The Contractor shall take reasonable measures in the execution of the Contract to:

- place necessary barriers and warning signs around all work areas where operations may endanger individuals or create a dangerous situation;
- control noise during work on Site;
- maintaining all work areas in a neat, orderly and dust/debris free condition at all times; and
- comply with all restrictions relating to parking and entrances to the Site at all times.

The Contractor must accept full responsibility for assigned work areas from the time the Work commences to the time the Work is completed.

The Contractor shall be entirely responsible for any damage to YRP facilities or for any loss or damage to any property belonging to YRP or YRP staff when such loss or damage may be attributable to the Contractor's actions or negligence of the Contractor's staff. The Contractor shall be fully responsible for any and all costs incurred to correct any deficiencies to the satisfaction of YRP; these costs will not be borne by YRP.

The Contractor shall work in a safe manner. If in the opinion of the YRP Project Manager or the on-Site facility operator unsafe conditions, practices and procedures are present, work may be shut down by order of the YRP Project Manager until such conditions are corrected.

Upon completion of the Work, and prior to final inspection, the Contractor shall clean all areas affected by the Work and remove all waste and surplus materials from the Site. All waste materials resulting from service activities belong to the Contractor and shall be removed from the Site at the Contractor's expense.

The Contractor will be responsible for providing a portable washroom facility for their employees and Subcontractors on the Site.

SC 13. BOARD SUPPLIED SERVICES

YRP will, where possible, supply electricity (120 Volts), light, heat, power (designated outlets), and hot and cold water, as may be required to perform the Work. The YRP Project Manager or the on-Site facility operator will designate exactly which services and outlets are available to the Contractor. The Contractor is required to provide all other power and water sources required to complete the Work.

SC 14. ALTERNATIVE PRICES

The Contract contains alternative pricing options which are set out in the Schedule of Prices of the Bid Form. The Board shall have the right, at any point in time during the course of the Contract, in its sole and unfettered discretion, to exercise any of the alternative pricing options listed the Schedule of Prices of the Bid Form. Upon the Board providing written notice to the Contractor of its decision to exercise one or more of the alternative pricing options listed in the Bid Form, the Contract Price shall be immediately deemed adjusted to reflect the alternative pricing option(s) and such adjustment shall be promptly recorded by way of a Change Order which both parties shall execute. The Contractor shall, following receipt of the written notice from the Board advising of its election to use an alternative pricing option, promptly and duly perform the applicable Work in accordance with the particular alternative pricing option. The cost of any Work performed on account of alternative pricing shall be included in the Contractor's monthly applications for payment in accordance with the terms of the Contract.

SC 15. PROVISIONAL WORK

- 1 The Schedule of Prices on the Bidding Website includes certain Provisional Work should it be deemed necessary by the Board during the course of the Contract.
- 2 The purpose of inclusion of the Provisional Work in the Schedule of Prices is to cover the cost of work that is anticipated but may not be required due to operations requirements and/or budgetary restraints. The Contractor shall not perform any Provisional Work unless the Contractor has received prior written authorization from the Board. Some, none, or all the Provisional Work may be required to be completed at the sole discretion of the Board. The Contractor shall have no claim on any unused portion of the Provisional Work, including claims for loss of anticipated profits.
- 3 An all-inclusive price, including all profit, overhead and disbursements, for the Provisional Work shall be entered in the Schedule of Prices. The Provisional Work costs shall be included in the Contract Price.
- 4 Payment for the Provisional Work will only be made if it is completed with the prior written authorization of the Board and shall not include any mark-ups.