



THE CORPORATION OF THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS

REQUEST FOR TENDER(RFT)

RFT-05-2026

ROUND LAKE CENTRE BOAT LAUNCH UPGRADES

ROUND LAKE CENTRE, ON

Date of Issue: July 31, 2026
Closing Date: August 21, 2026, 8:59:59 AM Local Time

Township of Killaloe, Hagarty and Richards

Municipal Office
1 John Street
Killaloe, Ontario K0J 2A0

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PART 1 – INSTRUCTIONS TO BIDDERS

1.1 – Closing Date and Time

Tenders shall be submitted no later than **August 21, 2026, at 8:59:59 AM (local time)**.

Tenders received after the specified closing date and time will not be considered.

1.2 – Trade Compliance and Open Competition

The Township is committed to conducting a fair, open, and transparent procurement process. Suppliers from all Canadian provinces and territories are encouraged to submit bids.

Where the value of this procurement meets or exceeds the applicable trade agreement thresholds, this procurement shall be conducted in accordance with the Canadian Free Trade Agreement (CFTA) and any other applicable trade agreements. Bids will be evaluated in a fair and non-discriminatory manner, without local preference.

1.3 – Buy Ontario Act

The Province of Ontario has introduced requirements under the *Buy Ontario* framework applicable to municipal capital infrastructure procurements. The intent of these requirements is to strengthen Ontario and Canadian supply chains, improve economic resilience, support domestic manufacturing and labour, and encourage the use of Ontario and Canadian goods and services in publicly funded infrastructure projects.

As part of these requirements, municipalities must identify the major goods and services required for project deliverables and require proponents to submit a Domestic Supply Chain Plan identifying the extent to which Ontario and Canadian goods and services will be utilized.

For the purposes of this tender document, the Township has identified the following major project goods and services:

- Demolition and disposal services;
- Drainage materials and crushed rock backfill
- Precast concrete boat ramp panels including hardware.

Precast mark bases and ramp anchor.

- Construction labour;
- Equipment and associated construction services; and
- Site restoration materials and services.

The Township encourages proponents to maximize the use of Ontario-produced and Canadian-produced goods and services wherever commercially and technically feasible.

As a mandatory requirement of this RFT, proponents shall submit a Domestic Supply Chain Plan (Appendix "I") demonstrating that a minimum of fifty-one percent (51%) of the total value of goods and services proposed for the project will originate from Ontario and/or Canadian sources.

Ontario and Canadian content may include goods manufactured, assembled, produced, or substantially transformed in Ontario or Canada, as well as professional services, construction labour, and subcontracted services provided by Ontario or Canadian businesses.

The Township reserves the right to request supporting documentation at any time to verify the information contained in the Domestic Supply Chain Plan, including invoices, supplier declarations, manufacturer certifications, subcontract agreements, or other evidence deemed satisfactory by the Township.

Failure to submit (Appendix "I") or failure to demonstrate the minimum fifty-one percent (51%) domestic content commitment may result in the Tender being deemed non-compliant.

1.4 – Bidding Requirements

(a) A certified cheque made payable to the Township of Killaloe, Hagarty and Richards in the amount of **10% of the total Tender or 10% Bid Bond** must be submitted with the Tender, for deposit purposes.

(b) Deposit cheques from unsuccessful bidder will be returned within ten (10) calendar days of the Tender opening. The cheque of the successful bidder shall be deposited and retained until the project has been completed to the satisfaction of the Township.

(c) The successful Contractor may file with the Township a completed Performance Bond. The Bond shall be signed and sealed by a recognized bonding company, in the amount of **100% of the total estimated Tender price**. Upon receipt of such a bond, the Township will return the Contractor's Tender deposit cheque.

(d) The successful Contractor shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the acceptance notice. Coverage shall be at least **\$5,000,000** per accident and name the Township of Killaloe, Hagarty and Richards as an additional insured. Failure to provide such proof may result in cancellation of the contract and forfeiture of the bid deposit.

(e) The successful Contractor shall also include Appendix "F" with submitted Tender as proof of Workers Compensation Insurance Coverage.

Note: The Tender results will be publicly advertised and awarded transparently.

1.5 – Municipal Contact

It is the responsibility of the Bidder to seek clarification on any matter related to this Request for Tender. All inquiries, requests for clarification, or requests for additional information must be directed in writing to the designated Municipal Contact by email or facsimile. The Township assumes no responsibility for any oral instructions or information.

Municipal Contact: Tyler Mask, Deputy Clerk

Fax: 613-757-2300

Email: tmask@khrtownship.ca

Bidders shall not contact any elected official, officer, employee, or agent of the Township other than the designated Municipal Contact with respect to this Request for Tender from the date of issuance until the completion of the selection process. Failure to comply with this requirement may result in disqualification.

1.6 – Addenda and Requests for Clarification

1.6.1 – Addenda

The Township may, at any time prior to the Closing Date, issue written addenda to clarify, modify, or correct this Request for Tender, including any errors, omissions, or matters of interpretation.

All addenda will be posted on the Township’s website at **www.killaloe-hagarty-richards.ca**. It is the sole responsibility of each Bidder to check for and obtain all addenda and to incorporate them into their Tender package.

No information, clarification, or interpretation, whether oral or written, obtained from any source other than by way of a formal written addendum shall be binding on the Township. If an addendum is issued within three (3) days of the Closing Date, the Township reserves the right, in its sole discretion, to extend the Closing Date.

1.6.2 – Requests for Clarification

All requests for clarification regarding this Request for Tender must be submitted in writing to the designated Municipal Contact identified in this document.

- Requests shall be submitted by email or facsimile, as directed.
- Each request shall include the Bidder’s name, address, telephone number, and email address.
- Where a request relates to a specific section, the Bidder shall reference the applicable section number and page.
- Requests for clarification must be received no later than **August 14, 2026 at 4:00 PM Local Time**.

The Township may, in its sole discretion, respond to any request for clarification. Responses will be provided in the form of written addenda posted on the Township’s website. In responding to requests, the Township will not identify the Bidder submitting the request and may:

- (a) edit the question(s) for clarity;
- (b) decline to respond to any question that is unclear, inappropriate, or received after the deadline; and
- (c) consolidate similar questions and provide a single response.

Only written addenda issued by the Township shall form part of this Request for Tender.

1.7 – Tender Submission Requirements

Submissions shall be in letter form and must, at a minimum, address the scope as set out in this Request for Tender. All Bidders should carefully review this Request for Tender for errors or questionable matter. Comments or the need for clarification must be made in writing. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Township as per the terms set out herein.

It is agreed that the RFT quantities are estimated only and may be increased or decreased by the Township without alteration to the RFT price. However, such increases or decreases shall not exceed **20%**.

1.8 – Method of Submission

1.8.1 – Delivery of Tenders

Tenders must be submitted in a sealed envelope by hand delivery, courier service, or mail to the location specified in this RFT.

A Tender may be rejected if:

- (a) It is delivered to a location other than that stated on the RFT Delivery Label (Appendix “D”).
- (b) The RFT Envelope or Package enclosed in the Courier envelope does not clearly state “Tender Documents Enclosed,” or is not removed from the courier packaging prior to the Closing Time and Date; or
- (c) It is received after the Closing Date and Time.

The Township is not responsible for any delays or errors caused by courier or postal services.

1.8.2 – Request for Tender Delivery Label

The RFT delivery label as supplied in Appendix “D” must be affixed to the exterior of the Tender envelope without any additional covering. For courier deliveries, the tender must be enclosed within a separate inner envelope inside the courier packaging, with the RFT Delivery Label affixed to the outer envelope of the inner package. Failure to correctly affix the label may result in rejection of the Tender.

1.8.3 – Submissions by Facsimile or Email

Tenders submitted by facsimile or email will be rejected and may disqualify the Bidder from consideration under this RFT. **Only hard copy submissions will be accepted.**

1.8.4 – Tender Submission Format

Tenders must be submitted in a sealed envelope by way of hand delivery, courier service, or mail. All Tenders submitted must be clearly marked as follows:

***“Request for Tender RFT-05-2026
Round Lake Centre Boat Launch Upgrades
Attention: Tyler Mask, Deputy Clerk
Township of Killaloe, Hagarty and Richards
1 John Street,
Killaloe, Ontario K0J 2A0”***

All Bidders must complete and submit a Contractor Identification Sheet using the format provided as (Appendix “A”). The Contractor Identification Sheet must be duly signed by a person authorized to bind the organization and affixed with the corporate seal, if applicable.

Bidders must also complete and submit an Acknowledgement of RFT Documents Received (Appendix “B”). The Acknowledgement must be duly signed by a person authorized to bind the Contractor’s organization and affixed with the corporate seal, if applicable.

The Township reserves the right to reject any RFT if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Township that the Contractor is qualified to carry out the obligations of the contract.

1.9 – Mandatory Submission Requirements

Bidders must adhere strictly to all requirements and complete all sections of this RFT, including all appendices, statements, and issued addenda. Failure to do so may result in rejection of the tender.

Submissions must include the following items:

- Proof of coverage for Liability Insurance, and WSIB in accordance with Section 3.17
- Certified deposit cheque or bid bond in accordance with Section 1.4
- Appendix “A” – Contractor Identification Sheet
- Appendix “B” – RFT Acknowledgement and Addenda Documents Received
- Appendix “C” – Contractor Experience and References
- Appendix “D” – RFT Delivery Label
- Appendix “E” – General Contractor Accessibility Agreement
- Appendix “F” – Occupational Health and Safety Declaration
- Appendix “G” – RFT Form; including proposed pricing and scheduling
- Appendix “H” – Declaration of Non-Collusion
- Appendix “I” – Domestic Supply Chain Plan & Domestic Content Commitment

1.9.1. – Mandatory Site Meeting

A mandatory site meeting shall be held at the Boat Launch at 2:00PM Local Time on August 06, 2026.

Attendance by at least one representative of each bidder is mandatory.

Failure to attend the site meeting shall render the Tender non-compliant and subject to disqualification.

PART 2 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

2.1 – Project Overview

The Municipality is seeking tenders for the upgrade to the existing boat launch located at the end of Lake St. in Round Lake Centre, ON.

2.2 – Scope of Work

Scope of work includes, but is not limited to:

- Demolition and removal of existing precast planks
- Excavation and site preparation
- Installation of crushed stone base(Rip Rap) approximately 19'-0'w X 75' L
- Installation of new precast boat launch planks with concrete base anchor
- Installation of precast marker blocks
- Shall be responsible for all engineering, permit fees, utility locates, traffic control, disposal costs, materials, labour, equipment, testing and site restoration required to complete the project.
- Project shall be completed by **October 24th, 2026**.
- See attached drawing G-01, C-01, C-02, C-03 in Appendix "K".

2.3 – Geotechnical and Site Conditions

Proponents shall satisfy themselves regarding site conditions, access constraints, existing grades, utilities, drainage conditions, and soil conditions prior to submitting a tender.

The Township makes no representation regarding subsurface conditions unless expressly provided in writing.

No claim for additional compensation arising from site conditions that could reasonably have been identified through site investigations shall be considered.

2.4 – Compaction and Grading Requirements

(a) Compaction shall meet a minimum of **100% Standard Proctor Maximum Dry Density (SPMDD)**, or as otherwise directed by the Township.

(b) The Township reserves the right to require proof of compaction, including field density testing, at the Contractor's expense.

2.5 – Waste Disposal

All waste and demolition materials shall be disposed of at an approved waste disposal site in accordance with Ministry of Environment regulations. Hazardous, designated substances or toxic material will not be accepted at the Killaloe, Hagarty and Richards Waste Disposal Site.

2.6 – Product Specifications

All work shall be carried out according to the Ontario Building Code, OPSD 600 series, CSA A23.1/A23.2 and all other standards as applicable.

2.7 – Restoration of Site

Upon completion, shoulders, entrances, intersections, and disturbed areas shall be left neat and restored to the satisfaction of the Township.

2.8 – Completion Date

The work shall be completed by **October 24, 2026**. Earlier completion dates or schedules that accommodate park event schedules will be evaluated accordingly. Contractor is required to submit a proposed schedule of construction milestones as per Appendix "G".

2.9 – Liquidated Damages

Failure to complete the work by the specified date may result in liquidated damages of **\$500.00 per calendar day**.

PART 3 – TERMS AND CONDITIONS

3.1 – Unauthorized Response

Only the designated Municipal Contact is authorized to speak on behalf of the Township regarding this Request for Tender. Any Bidder who relies on information, clarification, or interpretation from any other representative does so entirely at their own risk.

3.2 – Request for Tenders to Remain Open

(a) RFTs will remain open for a period of **thirty (30) days** for review and award. If the Township requires an extension beyond this period, all Bidders will be notified.

(b) Tender submissions may only be withdrawn if the request is made prior to the RFT Closing Date and Time. Requests must be directed to the Deputy Clerk by letter or in person by a Senior Officer of the company, with a signed withdrawal confirming the details. Telephone requests will not be considered. The withdrawal of an RFT does not disqualify a Bidder from submitting another RFT on the same contract.

(c) All RFT's shall be irrevocable and remain open for acceptance for a period of at least thirty (30) days following the stated closing date.

3.3 – Materially False, Incorrect, or Misleading Information

The Township may, at any time during the RFT process and without liability, cost, or penalty, reject any RFT or disqualify any Bidder if, in the Township's sole discretion, the RFT contains materially false, incorrect, or misleading information.

3.4 – Changes to Contract

No deviation from the RFT shall be made in the execution of the work without the prior written approval of the Township. The Bidder shall provide written notice and obtain written approval from the Township for:

(a) Additional work, materials, services, or items not specified in this RFT, including corresponding cost estimates and schedule adjustments; and

(b) Any recommended changes to the specifications, whether such changes increase or decrease the scope of work.

3.5 – Cancellation and Termination

(a) The Township reserves the right, in its sole discretion, to change the dates, schedules, and deadlines set out in this RFT, to modify the scope of the project, or to cancel the RFT or the project without providing reasons.

(b) The Township may cancel the contract at any time if the services are deemed unsatisfactory, or if the specifications or invoiced amounts do not match the RFT prices.

(c) The contract may be terminated if the successful Contractor fails to fulfil the work to the satisfaction of the Township.

(d) The Township may suspend the Contractor's bidding privileges, subject to the Procurement By-Law and principles of procedural fairness, for a period of up to twelve (12) months.

(e) The Township may cancel the contract without cause by providing fifteen (15) days' written notice.

3.6 – Freedom of Information

The Bidder consents to the disclosure of any information contained in its RFT submission under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

3.7 – Conflict of Interest and Unfair Advantage

Bidders must disclose:

(a) any actual or potential conflict of interest.

(b) any relationship with Township staff or Council that may create perceived bias; and

(c) any prior involvement in developing specifications or background information that could create an unfair advantage.

If such a conflict exists, the Township may, at its discretion, withhold the award of a contract until the matter is resolved. The successful Contractor, or any other companies with the successful Contractor's interests, is not permitted to participate in any subsequent competitive bidding process for the construction portion of this project.

3.8 – Accessibility for Ontarians with Disabilities Act (AODA Compliance)

- (a) The Contractor shall comply with the Township's accessibility policies and requirements, as outlined in Appendix "E" – General Contractor Accessibility Agreement.
- (b) The Contractor shall comply with all applicable requirements of the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, including Ontario Regulation 191/11 (Integrated Accessibility Standards), as amended.
- (c) The Contractor shall ensure that all employees, agents, and subcontractors who provide goods or services on behalf of the Township have received accessibility training as required under the AODA and its regulations.
- (d) The Municipality is committed to providing accessible procurement documents in accordance with the Accessibility for Ontarians with Disabilities Act (AODA). Upon request, this RFT Document and any associated information can be made available in an alternative format or with communication supports to accommodate the needs of persons with disabilities. To request an alternative format, please contact the Municipal Office. The Municipality will work with the requester to determine the most appropriate accessible format or support in a timely manner.
- (e) The Municipality is also committed to integrating accessibility considerations throughout its procurement processes. Suppliers are encouraged to consider accessibility in the design, delivery, and support of the goods and services they provide, and to identify any accessible features or options available as part of their submission.

3.9 – Health and Safety Requirements

- (a) The Contractor shall comply with the Township's Occupational Health and Safety policies and requirements as outlined in Appendix "F" - Occupational Health and Safety

Declaration. At all times during the performance of the work, the Contractor shall also comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, all regulations thereunder, including but not limited to Construction Project Regulation (O. Reg. 213/91), and all other applicable federal, provincial, and municipal health and safety legislation, standards, and requirements.

(b) The Contractor shall be solely responsible for initiating, maintaining, and supervising all health and safety precautions and processes in connection with the work. The Contractor shall ensure that all workers assigned to the project possess the necessary training, qualifications and competencies required to safely and effectively perform their designated duties.

(c) Where required under the *Occupational Health and Safety Act*, the Contractor shall assume the responsibilities of Constructor and shall fulfil all statutory obligations associated therewith.

(d) The Contractor shall ensure all subcontractors comply fully with the same health and safety obligations and shall remain responsible for their acts and omissions.

(e) Failure to comply with health and safety requirements, unsafe work practices, or failure to correct deficiencies immediately upon notice may result in suspension of the work, removal from the site, withholding of payment, or termination of the Contract, without cost to the Township.

(f) The Township reserves the right to monitor site safety practices but assumes no responsibility for the Contractor's health and safety obligations.

3.10 – Locates, Traffic Control, and Traffic Protection Plan

(a) The successful Contractor shall be solely responsible for obtaining all necessary utility locates and providing all required temporary traffic control, including but not limited to signage, barricades, and personnel (flaggers), in strict accordance with the *Ontario Traffic Manual – Book 7* and all applicable municipal by-laws.

(b) **Utility Locates:** The Contractor must verify and protect underground infrastructure before any ground disturbance.

(c) **Traffic Control and Signage:** The Contractor must design, install, and maintain all temporary signage for vehicles and pedestrians.

(d) **Traffic Protection Plan:** The Contractor shall identify traffic-related hazards and specify the methods that will be used to protect workers and the public throughout all project stages (setup, operation, and removal).

3.11 – Costs Incurred by Contractor

Except as expressly permitted in this RFT, no Bidder shall be entitled to any compensation, reimbursement, or claim of any kind arising from participation in this RFT. All costs and expenses incurred by a Bidder in preparing, submitting, or revising a Tender, or in performing any work in connection with this RFT, shall be the sole responsibility of the Bidder. By submitting a Tender, the Bidder acknowledges and agrees to bear all such costs.

3.12 – Weather Delay

Delays caused by adverse weather or unsuitable road conditions may justify schedule extensions and will be at the Township's sole discretion.

3.13 – Dust Control

The Contractor and/or subcontractor shall control dust arising from hauling and placement operations at its own cost.

3.14 – Indemnity

The Contractor shall indemnify and save harmless the Township of Killaloe, Hagarty and Richards from all losses, damages, expenses, actions, causes of action, suits, claims, demands, and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect, or refusal by the Contractor to comply with these specifications, or arising out of the performance or non-performance of the terms of the contract by the Contractor and its employees or agents, except to the extent that such liability was caused by any failure, neglect, or refusal by the Township to comply with the Contract, or arising

out of the performance or non-performance of the terms of the Contract by the Township and its employees, agents, or contractors.

Without restricting the generality of the foregoing, it is understood and agreed that the Township shall not be liable for damages to any third party for bodily injury or property damage caused by accident by the Contractor or otherwise while engaged in work for or on behalf of the Township, causing either damage or injury through the negligence of the employees of the Contractor and whether or not the same shall be by reason of an accident by or with any truck, trailer, motor vehicle, or any other vehicle or equipment whatsoever. The Contractor hereby covenants and agrees with the Township to indemnify and save harmless the Township of Killaloe, Hagarty and Richards of and from all claims or damages whatsoever arising or caused by any of the acts or negligence or otherwise of the employees of the Contractor referred to in this paragraph, except to the extent that such liability was caused by the negligent act or omission of the Township and its employees, agents, or contractors.

3.15 – Protection of Environment and Property

(a) The Contractor shall be solely responsible for spills, dust control, debris, sediment runoff, contaminated material reporting, and any and all damage arising from the performance of the work caused by the Contractor, its employees, agents, or subcontractors. This includes, but is not limited to, damage to surface or subsurface utilities, roadways, sidewalks, curbs, buildings, structures, or other property located within or adjacent to the work area. All spills shall be immediately reported to the Township and all applicable regulatory authorities.

(b) The Contractor shall promptly repair or make good, at its own expense, any such damage to the satisfaction of the Township and the property owner, where applicable.

(c) The Contractor shall carry out the work in a manner that ensures the safety of its workers and the general public at all times. All work shall be performed in accordance with recognized safe work practices and in full compliance with all applicable federal and provincial legislation, regulations, and standards.

3.16 – Contract Performance

(a) No services within the service agreement will be sub-contracted without the Township’s prior consent; the Township reserves the right to reject the use of any subcontractor.

(b) Regular communication shall occur between Township representatives and a representative of the Contractor. Meetings may be called from time to time to review issues or concerns related to service levels or for clarification of contractual requirements.

3.17 – Insurance, WSIB, and Bonding

The successful Contractor shall deliver a certified copy of the Firm’s Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the acceptance notice. Coverage shall be at least **\$5,000,000** per accident and name the Township of Killaloe, Hagarty and Richards as a third-party insured. Failure to provide such proof may result in cancellation of the contract and forfeiture of the bid deposit.

Requirement	Details
Commercial General Liability (CGL) Insurance	\$5,000,000 minimum
Automobile Liability Insurance	\$2,000,000 minimum
Additional Insured	Township to be named as additional insured
WSIB Clearance Certificate	Current certificate – mandatory
Performance Bond	May be required up to 100% of the contract value

3.18 – Pricing

(a) Bidders shall provide a price for this project (refer to Appendix “G”), as stated in the Scope of Work and all other requirements of this RFT.

(b) Tender prices shall remain firm for the duration of the Contract. No fuel surcharge or escalation shall be paid.

(c) Submitted price shall include all associated costs incidental and necessary to complete this work including, but not limited to, labour, material, equipment, fuel, hauling, and placement.

3.19 – Failure to Perform

The Township may, without prior notice, take remedial action if the Contractor fails to properly carry out its responsibilities to the full satisfaction of the Township. The Township may, after notifying the Contractor, undertake alternative means to perform the work during the time the Contractor is unable to perform.

3.20 – Litigation with the Township

The Township reserves the right to consider ongoing litigation or prior disputes when assessing bidder responsibility, legal risk, and capacity to perform.

3.21 – Omissions and Discrepancies

All Bidders should carefully review this Request for Tender for errors or questionable matters. Should a Bidder find discrepancies in or omissions from the RFT documents, including any schedules, drawings, or appendices, or should the Bidder be in doubt as to the meaning, require any further clarification, or have any questions pertaining to the RFT documents, the Bidder must address their concerns in writing to the Municipal Contact. No oral interpretation shall be made by a Bidder as to the meaning of any of the RFT request documents or be effective to modify any of the provisions of the request documents. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these errors or omissions have not been brought to the attention of the Township as per the terms set out herein.

3.22 – Harmonized Sales Tax (HST)

Bidders shall comply with all applicable tax legislation, including the Harmonized Sales Tax (HST). All invoices submitted shall clearly identify applicable taxes and include sufficient detail to meet all legislative requirements.

3.23 – Governing Procurement By-Law

Tenders will be received, evaluated, accepted, and processed in accordance with the Township's Governing Procurement Policies and Procedures By-Law No. 21-2015 respecting purchasing (copy available upon request). By submitting a Tender for this project, the Bidder agrees to be bound by the terms and conditions of such By-Law and any amendments thereto. Any Contract resulting from this RFT shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

3.24 – Reservation of Rights

Once the closing date and time has passed, Bidders will not have the right to change conditions, terms, or prices once a Tender has been submitted in writing to the Township, nor shall Bidders have the right to withdraw a Tender.

PART 4 – EVALUATION, AWARD, AND COMPLAINT PROCESS

4.1 – Opening of Tenders

All submitted Tenders will be opened in the Council Chambers of the Municipal Administrative Building located at 1 John Street, Killaloe, Ontario on **August 18 at 8:59:59 AM local time**. The opening of the Tenders shall be conducted by the Clerk, or designate, and other Municipal Officials as required. The opening of the Tenders is open to the public.

4.2 – Evaluation of Tenders

The Township intends to evaluate and award the Contract to the highest-ranked compliant proponent based on the evaluation criteria outlined below.

The Township is not obligated to accept the lowest-priced Tender.
Evaluation Criteria:

Criteria	Weight
a. Experience & References	/20 points
b. Methodology & Schedule	/10 points
c. Price	/70 points
d. Total	/100 points
Domestic Supply Chain Compliance (51%)	Yes/No

4.2.1. – Domestic Supply Chain Plan Evaluation

As part of their submission, proponents shall complete and submit Appendix "I" – Domestic Supply Chain Plan.

The Domestic Supply Chain Plan shall identify the major goods and services proposed for the project and demonstrate that a minimum of fifty-one percent (51%) of the total value of the project will consist of Ontario-Made and/or Canadian-Made goods and services.

The Domestic Supply Chain Plan will be evaluated on a 'Pass/Fail' basis. Those Tenders not meeting the 51% will be deemed non-compliant and shall receive no further consideration, even if they are to score higher on all other aspects of the Tender.

The Township reserves the right to seek clarification or supporting documentation respecting any information contained within the Domestic Supply Chain Plan.

For the purposes of this RFT, the following terms shall have the meanings assigned to them in the *Municipal Buy Ontario Procurement Directive* dated April 13, 2026, as amended from time to time: "Canadian-Made Good", "Canadian Service", "Construction", "Made-In Ontario Vehicle", "Major Goods", "New Procurement", "Ontario Service", "Ontario Vehicle Producer", "Ontario-Made Good".

Source: <https://www.ontario.ca/files/2026-04/mpbsd-p-buy-ontario-procurement-directive-en-2026-04-13.pdf>

4.3 – Negotiations

Following completion of the evaluation process, the Township reserves the right to enter into negotiations with the highest ranked proponent regarding scope, pricing, design refinements, scheduling, risk allocation and contract terms.

If negotiations are unsuccessful, the Township reserves the right to terminate negotiations and enter negotiations with the next highest ranked proponent.

4.4 – Acceptance of Tender

The Contract may be awarded to the lowest compliant and responsible Bidder, or to the Bidder offering the best overall value to the Township, considering price, experience, references, equipment availability, past performance, schedule, and ability to perform the work.

4.5 – Bid Irregularities, Clarifications, and Rectification

- (a) The Township may determine whether an irregularity is material or non-material.
- (b) The Township may request clarification of ambiguous information. Clarifications cannot be used to change price, substance, or technical offering.
- (c) Contractors may not add missing material content after closing unless expressly permitted for non-material irregularities.
- (d) The Township may waive, permit rectification of, or seek clarification regarding minor irregularities that do not materially prejudice other Bidders.
- (e) Material non-compliance will result in disqualification.
- (f) No rectification will be permitted where it would amount to submitting a new bid, improving a bid after closing, or unfairly affecting ranking.
- (g) The Township's determination is final, subject to any complaint process required by policy or regulation.

4.6 – Procurement Complaint Process

- (a) Within five (5) business days from the date upon which a Bidder is informed that they have not been selected as the winning Bidder, an unsuccessful Bidder has the right to submit a written request for a formal debriefing from the contract authority responsible for the procurement.

- (b) The Township will provide the debriefing within ten (10) business days of having received such a request, with a view to providing the unsuccessful Bidder with an opportunity to learn why their bid was not selected.
- (c) If the Bidder remains dissatisfied after the debriefing, the Bidder has an additional ten (10) business days to prepare and file a formal complaint.
- (d) Complaints will be reviewed by a designated municipal official who is not directly involved, where possible.
- (e) A formal complaint must be made in writing and addressed to the CAO/Clerk. The complaint should contain the identity of the complainant and the procurement process at issue, as well as a clear and detailed statement of the legal and/or factual grounds upon which the complaint is based. The complaint should also include, as attachments, any information or documents relevant to the complaint that are in the Bidder's possession.
- (f) The Township's written decision is final, subject to applicable law.

4.7 – Final Awarding Information

- (a) By submitting a Tender, the Contractor acknowledges that the Township is under no obligation to disclose information regarding any Tender submitted, the results of the RFT process, or the reasons for selecting any Contractor.
- (b) All RFTs are received in confidence, subject to the disclosure requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended. The Township will maintain the confidentiality of all RFT information except as required by law or court order.

(c) Successful bidder will enter into a CCDC2-2020 contract with the Municipality before commencing work. See Appendix “J” for preliminary CCDC2-2020 Document

APPENDIX “A” – CONTRACTOR IDENTIFICATION SHEET

(Must be returned with RFT)

Request for Tender: RFT-05-2026

Project: ROUND LAKE CENTRE BOAT LAUNCH UPGRADES

Contractor Information

Company Name:

Contact Person:

Mailing Address:

City and Province:

Postal Code:

Telephone Number:

Facsimile Number:

Cell Phone Number:

Email Address:

Signing Authority Name:

Contractor or Signing Official Signature:

(I have the authority to bind this Corporation)

Corporate Seal (if applicable):

Affix Corporate Seal Here

APPENDIX “B” – RFT ACKNOWLEDGEMENT AND ADDENDA DOCUMENTS RECEIVED

(Must be returned with RFT)

Request for Tender: RFT-05-2026

Project: ROUND LAKE CENTRE BOAT LAUNCH UPGRADES

By signing below, the Contractor or authorized agent acknowledges and confirms:

(a) I/We have received all documents noted in the Table of Contents and all details necessary to submit a Tender.

(b) This Tender is submitted independently, without connection, knowledge, comparison of figures, or arrangement with any other party submitting an Tender for the same goods or services.

(c) I/We have carefully reviewed the RFT and hereby submit our Tender to the Township of Killaloe, Hagarty and Richards.

(d) I/We acknowledge receipt of all addenda issued to this RFT up to and including the following:

Number of last addendum:

Description of last addendum:

Signing Authority Name (if applicable):

Date of Signature:

Contractor or Signing Official Signature:

(I have the authority to bind this Corporation)

Corporate Seal (if applicable):

Affix Corporate Seal Here

APPENDIX “C” – CONTRACTOR EXPERIENCE AND REFERENCES

(Must be returned with Tender)

Request for Tender: RFT-05-2026

Project: ROUND LAKE CENTRE BOAT LAUNCH UPGRADES

The Contractor shall list below the last three (3) locations where similar goods and services have been performed by this company within the last five (5) years.

Reference 1

Name of Company:

Corporate Contact:

Phone Number:

Goods and/or Services Supplied:

Date of Completion of Work:

Reference 2

Name of Company:

Corporate Contact:

Phone Number:

Goods and/or Services Supplied:

Date of Completion of Work:

Reference 3

Name of Company:

Corporate Contact:

Phone Number:

Goods and/or Services Supplied:

Date of Completion of Work:

APPENDIX “D” – RFT DELIVERY LABEL

(Must be completed and affixed to the outside of the submission envelope)

Request for Tender: RFT-05-2026

Project: ROUND LAKE CENTRE BOAT LAUNCH UPGRADES

RFT DOCUMENTS ENCLOSED

FROM (Contractor Information):

Company Name:

Address:

City/Town:

Province/Postal Code :

Contact Person :

Telephone Number:

DELIVER TO:

**Deputy Clerk
Township of Killaloe, Hagarty and Richards
1 John Street, P.O. Box 39
Killaloe, ON K0J 2A0**

APPENDIX “E” – GENERAL CONTRACTOR ACCESSIBILITY AGREEMENT

(Must be returned with RFT)

Request for Tender: RFT-05-2026

Project: ROUND LAKE CENTRE BOAT LAUNCH UPGRADES

I/We hereby certify the accuracy of the following statement:

I/We confirm that all employees, agents, and subcontractors who will be providing goods or services on behalf of the Township of Killaloe, Hagarty and Richards have received Accessible Customer Service Training in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, and Ontario Regulation 191/11 – Integrated Accessibility Standards, as amended.

Date of Signature:

General Contractor Name:

Signing Authority Name (if applicable):

Signature:

(I have the authority to bind this Corporation)

Corporate Seal (if applicable):

Affix Corporate Seal Here

APPENDIX “F” – OCCUPATIONAL HEALTH AND SAFETY DECLARATION

(Must be returned with Tender)

Request for Tender: RFT-05-2026

Project: ROUND LAKE CENTRE BOAT LAUNCH UPGRADES

In submitting this Tender, I/we, on behalf of:

Certify the following:

(a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25 of the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended (the “OHSA”).

(b) For this Contract, as Contractor, I/we will fulfil the specific requirements of O. Reg. 213/91, Construction Projects, as amended.

(c) With respect to the services being offered in this RFT, I/we and our proposed subcontractors acknowledge responsibility to, and shall:

1. fulfil all the “employer” obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations;
2. ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers;
3. provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness; and
4. ensure all work is carried out in accordance with the Occupational Health and Safety legislation.

(d) As employer and Contractor for this project, I/we agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

WSIB Firm Number:

DATED on this _____ day of, _____ 2026.

Authorized Signing Officer:

Title:

Signature

(Must be returned with RFT)

Appendix “G” – RFT Form

(Must be returned with RFT)

Request for Tender: RFT-05-2026

Project: ROUND LAKE CENTRE BOAT LAUNCH UPGRADES

Name of Company:

Address:

Phone/Fax Number:

Email:

Proposed Schedule of Completion:

Phase of Project	Proposed Date
Mobilization and site preparation	
Installation of stone base	
Installation of Precast panels	
Final/Project Completion	

Tender Offer

I/We, the undersigned, having carefully examined the specifications and made all necessary inquiries, hereby offer to supply the materials and services described in this RFT to the Township of Killaloe, Hagarty and Richards in accordance with the said documents.

All Pricing shall be in Canadian Funds and include all applicable costs.

Tender Price: \$ _____

HST: \$ _____

Total: \$ _____

Authorized Signature: _____ **Date:** _____

(I have the authority to bind the Corporation)

Corporate Seal (if applicable):

Seal Here Affix Corporate

Note: This RFT is not transferable. Any alteration of the Company name entered heron may result in the Tender being considered irregular and rejected.

APPENDIX “H” – DECLARATION OF NON-COLLUSION

(Must be returned with the Tender)

Request for Tender: RFT-05-2026

Project: ROUND LAKE CENTRE BOAT LAUNCH UPGRADES

This Declaration of Non-Collusion is required to ensure that the Township of Killaloe, Hagarty and Richards receives bona fide competitive Tenders through a free and fair competitive tender process. Any effort by a Bidder to influence the Township or its representatives in the process of examination, evaluation, and comparison of Tenders, or in decisions regarding the award of a Contract, shall result in the rejection of the Bidder's offer.

WE CERTIFY THAT:

- The Tender submitted herewith is a bona fide Tender intended to be competitive.
- We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.

We have not done, and we undertake that we will not do, at any time, any of the following acts:

- Communicated to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tenders (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender).
- Entered into any agreement with any other person that he/she shall refrain from bidding or as to the amount of any Tender to be submitted; or
- Offered or paid or given or agreed to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other RFT or proposed RFT any act or thing of the sort described above.

In this Declaration:

- **“Company”** means the Client and/or Owner of the project that is being procured.
- **“Tenderer”** has the same meaning as the Bidder.
- **“Person”** shall include any individual or any company or association, corporate or incorporate.
- **“Any agreement or arrangement”** shall include any transaction of the sort described above, formal or informal and whether legally binding or not.

Signed on behalf of:

Authorized Signature:

Corporate Seal (if applicable):

Affix Corporate Seal Here

APPENDIX “I” – ONTARIO CONTENT DECLARATION

(Must be returned with the Tender)

Request for Tender: RFT-05-2026

Project: ROUND LAKE CENTRE BOAT LAUNCH UPGRADES

The proponent shall identify the origin of major materials, components, labour and services proposed for this project and indicate the estimated domestic content associated with each component. For the purposes of this Appendix, ‘Domestic Content’ means goods or services originating in Ontario or elsewhere in Canada.

	Major Good or Service	Supplier/ Manufacturer/ Contractor	Origin (Ontario /Canada/Other)	Estimated Value (\$)	Domestic Content (%)
1	Demolition and Disposal Services				
2	Drainage materials/Crushed rock backfill				
3	Precast Concrete Boat Ramp Panels including hardware				
4	Precast anchor block and marker blocks				
5	Construction Labour				
6	Equipment and Associated Construction Services				
7	Site Restoration Materials and Services				
8	Total Project Value:	-	-		

DOMESTIC CONTENT COMMITMENT

The Proponent hereby commits that a minimum of fifty-one percent (51%) of the total value of goods and services supplied under this Contract shall originate from Ontario and/or Canadian sources.

The Proponent acknowledges that this commitment forms part of its tender and may be verified by the Township during performance of this Contract.

Signed on behalf of:

Authorized Signature:

Corporate Seal (if applicable):

RFT-05-2026 – Township of Killaloe, Hagarty and Richards

APPENDIX “J” –CCDC2-2020 Contract Documents

CCDC 2

Stipulated Price Contract

2 0 2 0

Name of Project

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 2 STIPULATED PRICE CONTRACT

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CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on _____ day of _____ in the year _____.
by and between the parties

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

1.1 perform the *Work* required by the *Contract Documents* for (insert below the description or title of the Work)

located at (insert below the Place of the Work)

for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)

is acting as and is hereinafter called the "Consultant" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the _____ day of _____ in the year _____ and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the _____ day of _____ in the year _____.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

** (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)*

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

/100 dollars \$

4.2 *Value Added Taxes* (of _____ %) payable by the *Owner* to the *Contractor* are:

/100 dollars \$

4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

/100 dollars \$

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by
(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

** If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

- 8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

name of Owner

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
 - (b) the affixing of a corporate seal, this Agreement should be properly sealed.*

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK.

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between *Owner* and *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 01 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 amended or later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.11 Physical models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.
- 2.2.18 If the *Consultant's* engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly *Other Contractors' work* destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

- 3.1.2 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*.

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner's* own forces with the *Work* of the *Contract*;
 - .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
 - .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
 - .2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
 - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
 - .4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. 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*.

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

GC 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.

- 3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfil the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
 - .1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
 - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* application:
 - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

- 5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

GC 5.7 NON-CONFORMING WORK

- 5.7.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- 1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - 2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - 3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- 1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Contractor*;
 - (2) the *Contractor's* personnel when stationed at the field office;
 - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

- 2 cost of all *Products* including cost of transportation thereof;
- 3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- 4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- 5 cost of all equipment and services required for the *Contractor's* field office;

Subcontract

- 6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

- 7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- 8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- 9 cost of quality assurance such as independent inspection and testing services;
- 10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- 11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- 12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- 13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- 14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- 15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- 16 cost for removal and disposal of waste products and debris;
- 17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Contractor*, or
 - (3) the result of a breach of this *Contract* by the *Contractor*;
- 18 cost of auditing when requested by the *Owner*; and
- 19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or

- .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
- .2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:

- .1 commences the correction of the default within the specified time,
- .2 provides the *Owner* with an acceptable schedule for such correction, and
- .3 corrects the default in accordance with the *Contract* terms and with such schedule.

- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,
 - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
 - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
 - (1) *Ready-for-Takeover*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and

- .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 RETENTION OF RIGHTS

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Contractor* shall protect the *Work*, the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors or omissions in the *Contract Documents*; or
 - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or the *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing,
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

- .3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance 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* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance 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 metres 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.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, 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*; and
- (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.

- .7 *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- .8 *Contractors' Pollution Liability Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 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*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

- .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
- .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
- .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
- .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
- .5 Make available a copy of the as-built drawings completed to date on site.
- .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
- .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
- .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
- .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.

12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.

12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:

- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
- .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
- .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
 - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
 - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under GC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

Appendix “K”- Drawing SK-001- Site Plan, SK-002 - Profile

FILE NAME: J:\2-STRUCTURAL\DESIGN\2024\ KHR BOAT LAUNCH (REFURBISHMENT)\DRAWINGS\ CAD\DWG\2024\ Jp2g-PROJECT - SECTION VIEW\DWG\2024\ NOTES\SAVED\ 04-28-24.DWG

GENERAL NOTES AND SPECIFICATIONS

- 1) ALL CONSTRUCTION PRACTICES TO FOLLOW ONTARIO PROVINCIAL STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE NOTED
- 2) ALL MATERIALS AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ONTARIO PROVINCIAL STANDARDS SPECIFICATIONS AND DRAWINGS
- 3) THE CONTRACTOR SHALL MAINTAIN ROADS OPEN TO ALL TRAFFIC AT ALL TIMES. PROPER SIGNAGE AND TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SIGNAGE IN ACCORDANCE WITH ONTARIO TRAFFIC MANUAL BOOK 7. ALL TRAFFIC SIGNS FOR BUSINESSES AND DETOURS MUST BE CHECKED DAILY AND RECORDED IN A LOG
- 4) ALL WORK SHALL BE IN COMPLETE ACCORDANCE WITH ALL RELATIVE MINISTRY OF THE ENVIRONMENT, MINISTRY OF NATURAL RESOURCES AND FORESTRY AND DEPARTMENT OF OCEANS AND FISHERIES STANDARDS AND REQUIREMENTS
- 5) THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE NOTED
- 6) THE LOCATION OF ALL STRUCTURES, FEATURES, AND UTILITIES SHOWN ON THE DRAWINGS ARE FROM INFORMATION MADE AVAILABLE TO THE ENGINEER BY THE OWNER AND FIELD OBSERVATIONS. IF CONDITIONS DIFFER FROM THOSE REPRESENTED HEREIN, THE CONTRACTOR SHALL CONTACT THE OWNER IMMEDIATELY PRIOR TO PROCEEDING WITH CONSTRUCTION. WHERE THERE ARE ALLEGED ERRORS, OMISSIONS, INCONSISTENCIES OR AMBIGUITIES PRESENT IN THE CONTRACT DOCUMENTS, THE CONTRACTOR MUST SEEK CLARIFICATION. ANY COSTS OR SCHEDULE DELAYS WHICH RESULT AS A FAILURE TO SEEK DIRECTION SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- 7) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL LOCATIONS OF EXISTING FEATURES, STRUCTURES, AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION
- 8) THE CONTRACTOR SHALL PROTECT EXISTING FEATURES, STRUCTURES, UTILITIES, MONUMENTS, SURVEY MARKERS, ETC, DURING CONSTRUCTION. THE CONTRACTOR SHALL RESTORE / REPLACE TO THE OWNER'S SATISFACTION ANY DAMAGE DUE TO CONSTRUCTION ACTIVITIES.
- 9) THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UNDERGROUND UTILITIES SHOWN OR NOT SHOWN ON THE PLANS PRIOR TO PERFORMING ANY EXCAVATION FOR CONSTRUCTION AND TAKE ALL MEASURES NECESSARY TO PROTECT UTILITIES DURING CONSTRUCTION. IN THE INSTANCE OF ANY DAMAGE TO EXISTING UTILITY OR REQUIRED RELOCATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE RESPONSIBLE UTILITY COMPANY AND THE OWNER
- 10) THE REVISION COLUMN INDICATES THE INTENDED USE OF THESE DRAWINGS. DO NOT CONSTRUCT FROM THESE DRAWINGS UNLESS MARKED "ISSUED FOR CONSTRUCTION"
- 11) DO NOT USE INFORMATION ON THESE DRAWINGS FOR ANY OTHER PROJECTS.
- 12) FOLLOW TYPICAL DETAILS SHOWN ON THESE DRAWINGS, UNLESS OTHERWISE NOTED TYPICAL DETAILS SHOW STRUCTURAL INTENT RATHER THAN ACTUAL PROJECT CONDITIONS. (NOTE THAT TYPICAL DETAILS ARE NOT ALWAYS REFERENCED ON PLAN.)
- 13) SECTIONS, DETAILS, AND STATEMENTS NOTED AS "TYPICAL" SHALL CONVEY THAT CONDITIONS ARE LIKE OR SIMILAR IN THE STRUCTURE
- 14) THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ISSUES/PROBLEMS WHICH MAY OCCUR AS A RESULT OF A FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND THE DESIGN INTENT THEY CONVEY.
- 15) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION WITH SUBTRADES AND SHALL ADDRESS CONSTRUCTION TEAM COORDINATION ITEMS PRIOR TO ISSUING REQUESTS FOR INFORMATION FROM OWNER
- 16) THE CONTRACTOR SHALL PROVIDE NOTIFICATION OF IMPENDING CONSTRUCTION IN ACCORDANCE WITH CONTRACT REQUIREMENTS. WHERE NOT SPECIFIED, THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS ADVANCE NOTICE TO THE OWNER PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES
- 17) THE CONTRACTOR IS RESPONSIBLE FOR CLEARLY IDENTIFYING THE AREA OF CONSTRUCTION AND FOR SAFELY ROUTING ALL PEDESTRIAN TRAFFIC AROUND THE CONSTRUCTION AREA. THE CONSTRUCTION AREA SHALL BE CLEARLY MARKED AT ALL TIMES
- 18) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMITTED CONSTRUCTION DOCUMENTS. ANY DEVIATION FROM THE APPROVED CONSTRUCTION DOCUMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION TO UPDATE OR REPLACE ANY DEFICIENT MATERIALS AND WILL PROVIDE EQUIPMENT AND LABOR TO BRING THE FINAL PRODUCT TO THE STANDARDS OF THE PERMITTED CONSTRUCTION DOCUMENTS. EXISTING PERMIT DOCUMENTATION WILL BE PROVIDED TO THE CONTRACTOR AT CONTRACTOR'S REQUEST
- 19) THESE DRAWINGS SHOW THE COMPLETED STRUCTURE ONLY. TEMPORARY WORKS FOR WHICH THE CONTRACTOR IS RESPONSIBLE AND WHICH MAY BE REQUIRED FOR EXECUTION OF THE PROJECT ARE NOT SHOWN
- 20) ALL TEMPORARY WORKS SHALL BE DESIGNED AND REVIEWED BY A PROFESSIONAL ENGINEER RETAINED BY THE CONTRACTOR, LICENSED IN ONTARIO
- 21) EMBEDDED ITEMS, INCLUDING ANCHOR BOLTS, HAVE BEEN DESIGNED FOR LOADS OF THE COMPLETED STRUCTURE ONLY. THE USE OF THESE ELEMENTS FOR TEMPORARY SUPPORT DURING CONSTRUCTION MUST BE APPROVED BY THE CONTRACTOR'S ENGINEER
- 22) ALL STRUCTURAL WORK DESIGNED BY PROFESSIONAL ENGINEERS RETAINED BY THE CONTRACTOR SHALL BE REVIEWED BY THE ENGINEERS RESPONSIBLE FOR THE DESIGN OR THEIR REPRESENTATIVE. SUBMIT CONSTRUCTION REVIEW REPORTS TO THE OWNER FOR REVIEW
- 23) PROVIDE REASONABLE NOTICE (NOT LESS THAN 24 HOURS) PRIOR TO CONCEALING ANY WORK THAT REQUIRES INSPECTION, REVIEW, OR TESTING. SCHEDULE THIS WORK TO OCCUR DURING NORMAL BUSINESS HOURS
- 24) PERIODIC FIELD REVIEW OF A REPRESENTATIVE SAMPLE OF THE STRUCTURAL WORK DESIGNED BY JP2G WILL BE UNDERTAKEN TO ASCERTAIN GENERAL CONFORMANCE WITH THE STRUCTURAL DRAWINGS AND SPECIFICATIONS. THESE REVIEWS DO NOT REPLACE THE CONTRACTOR'S RESPONSIBILITY FOR QUALITY CONTROL AND QUALITY ASSURANCE
- 25) THE CONTRACTOR SHALL BE AWARE THAT THE SITE IS A RECREATIONAL FACILITY AND MUST COORDINATE ACCESS WITH THE TOWNSHIP OF WHITEWATER REGION. THE CONTRACTORS MEANS OF ACCESS TO JOB SITE AREAS SHALL NOT CONTACT WETLANDS, NOR DAMAGE THE EXISTING SHORE SLOPES. STORAGE OF MATERIALS SHALL NOT DAMAGE THE EXISTING VEGETATION, AND THERE WILL BE NO ADDITIONAL PAYMENT FOR OFFSITE STORAGE. THERE WILL BE NO ADDITIONAL PAYMENT FOR MULTIPLE MOBILIZATIONS. CONTRACTOR SHALL SUBMITT FOR APPROVAL PRIOR TO CONSTRUCTION. THE FOLLOWING INQ:
- 25) 1) PLAN OF PROPOSED CONTRACTOR WORK AREA AND CONTRACTOR STAGING AND LAYOUTDN
- 25) 2) SEQUENCE OF CONSTRUCTION AND CONSTRUCTION SCHEDULE
- 25) 3) SITE SAFETY PLAN
- 25) 4) ENVIRONMENTAL PROTECTION PLAN

- 26) WETLAND & WATERWAY AREAS: THE CONTRACTOR SHALL RIGOROUSLY COMPLY WITH ALL GENERAL AND SPECIFIC PROVISIONS OF PERMITS ISSUED OR OBTAINED BY THE TOWNSHIP OF WHITEWATER REGION. COPIES OF WHICH SHALL BE KEPT ON SITE. THE CONTRACTOR SHALL CLEARLY DESIGNATE ONSITE THE SPECIFIC LIMITS OF CONSTRUCTION. THE OWNER'S APPROVAL OF THIS DESIGNATION IS REQUIRED PRIOR TO COMMENCEMENT OF ANY CLEARING, CONSTRUCTION STAGING AND CONSTRUCTION WORK. NEITHER CLEARING OR CONSTRUCTION WORK ARE AUTHORIZED OUTSIDE OF THE SPECIFIC LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL PROVISIONS OF THESE AND OTHER PERMITS ISSUED TO THIS PROJECT
- 27) ALL CONSTRUCTION LINES AND GRADES SHALL BE ESTABLISHED AND MAINTAINED BY THE CONTRACTOR.
- 28) ALL DISTURBED AREAS INCIDENTAL TO CONSTRUCTION TO BE RETURNED TO PRE-CONSTRUCTION CONDITIONS AND ALL REMOVED MATERIAL SHALL BE TRANSPORTED AND DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER
- 29) UPON SUBSTANTIAL COMPLETION OF THE WORK AN INSPECTION SHALL BE CONDUCTED BY THE OWNER. THIS INSPECTION SHALL IDENTIFY ANY REMAINING WORK, MISSING PARTS AND DEFECTS. THE CONTRACTOR'S SITE SUPERINTENDANT IS TO ACCOMPANY THE OWNER DURING THIS INSPECTION. A PUNCH LIST WILL BE COMPILED BY THE OWNER INDICATING ITEMS IDENTIFIED DURING THE INSPECTION. FINAL ACCEPTANCE AND PAYMENT WILL BE DETERMINED BY THE OWNER FOLLOWING COMPLETION OF WORK TO REMEDY PUNCH LIST ITEMS.
- 30) UPON COMPLETION OF THE WORK AND BEFORE FINAL INSPECTION, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ALL GROUNDS OCCUPIED BY THE CONTRACTOR IN CONNECTION WITH THE WORK OF ALL RUBBISH, SURPLUS AND DISCARDED MATERIAL, EQUIPMENT AND DEBRIS

ELEVATIONS, DIMENSIONS AND BENCHMARK

- 1) THESE DRAWINGS WERE CREATED USING ALL IMPERIAL DIMENSIONS UNLESS NOTED OTHERWISE
- II. SITE PLAN DIMENSIONS ARE IN FEET
- II. DETAIL DRAWINGS ARE IN INCHES
- 2) ASSUMED WATER ELEVATION AS NOTED ON June 11, 2026 = **170.78m**
- 3) DO NOT SCALE THESE DRAWINGS.

NOTIFICATION

- 1) OWNER WILL NOTIFY CONTRACTOR IN WRITING OF OBSERVED NONCOMPLIANCE WITH FEDERAL, PROVINCIAL OR MUNICIPAL ENVIRONMENTAL LAWS OR REGULATIONS, PERMITS, AND OTHER ELEMENTS OF CONTRACTOR'S ENVIRONMENTAL PROTECTION PLAN.
- 2) CONTRACTOR, AFTER RECEIPT OF SUCH NOTICE, INFORM CONSULTANT OF PROPOSED CORRECTIVE ACTION AND TAKE SUCH ACTION FOR APPROVAL BY CONSULTANT.
- 3) CONSULTANT WILL ISSUE STOP ORDER OF WORK UNTIL SATISFACTORY CORRECTIVE ACTION HAS BEEN TAKEN.
- 4) NO TIME EXTENSIONS GRANTED, OR EQUITABLE ADJUSTMENTS ALLOWED TO CONTRACTOR FOR SUCH SUSPENSIONS.

SPECIES AT RISK

- 1) CONTRACTOR IS ADVISED THAT THERE ARE NUMEROUS SPECIES AT RISK (SAR) IN THE VICINITY OF THE SITE THAT ARE PROTECTED BY FEDERAL LAW.
- 2) THE OWNER WILL COORDINATE ARRANGEMENTS FOR THE CONTRACTOR TO BE BRIEFED ON SAR AT THEIR PRE-WORK CONFERENCE, IF REQUIRED, BEFORE ANY WORK IS STARTED.
- 3) CONTRACTOR SHALL REPORT SUSPECTED SAR SIGHTINGS TO THE OWNER.
- 4) WHEN SUSPECTED SAR SIGHTING OCCURS CONTRACTOR SHALL STOP WORK, IN THE IMMEDIATE SIGHTING AREA, UNTIL SAR CONFIRMATION IS OBTAINED.
- 5) NO WILDLIFE SHALL BE HARMED.

WORK ADJACENT TO WATERWAYS

- 1) WORK WITHIN WATERWAYS TO BE CONDUCTED IN THE TIME FRAME AS DIRECTED BY THE MINISTRY OF NATURAL RESOURCES AND FORESTRY.
- 2) DO NOT OPERATE CONSTRUCTION EQUIPMENT IN WATERWAYS.
- 3) DO NOT USE WATERWAY BEDS FOR BORROW.
- 4) DO NOT DUMP EXCAVATED FILL, WASTE MATERIAL OR DEBRIS IN WATERWAYS.
- 5) DESIGN AND CONSTRUCT TEMPORARY CROSSINGS TO MINIMIZE EROSION TO WATERWAYS.
- 6) DO NOT SKID LOGS OR CONSTRUCTION MATERIALS ACROSS WATERWAYS.
- 7) AVOID INDICATED SPAWNING BEDS WHEN CONSTRUCTING TEMPORARY CROSSINGS OF WATERWAYS.
- 8) DO NOT BLAST UNDER WATER OR WITHIN 100 M OF INDICATED SPAWNING BEDS.
- 9) DO NOT REFUEL EQUIPMENT WITHIN 30M OF ANY WATERCOURSE OR WETLAND UNLESS PROTECTION AGAINST SPILLS IS IN PLACE AND LOCATION IS APPROVED BY OWNER.
- 10) VEHICLES LEAKING ANY FLUIDS ARE NOT PERMITTED ON SITE.
- 11) IN THE EVENT OF A SPILL IMMEDIATELY CONFINE THE AREA IN A SAFE MANNER, INFORM THE OWNER AND CARRY OUT CLEAN-UP OPERATIONS AS DIRECTED BY AND TO THE SATISFACTION OF THE OWNER. SPILL KITS MUST BE ON-SITE AT ALL TIMES.

SEDIMENT AND EROSION CONTROL

- 1) THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE EROSION AND TURBIDITY CONTROLS DURING AND FOLLOWING CONSTRUCTION UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED TO AVOID ADVERSE ENVIRONMENTAL IMPACTS TO OFF-SITE PROPERTY AND DRAINAGE SYSTEMS
- 2) CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF DOWNSTREAM TURBIDITY, SILTATION OR EROSION THROUGH THE USE OF SCREENS, SILTATION BASINS AND / OR ANY OTHER SUITABLE MEANS REQUIRED TO MEET MINISTRY OF THE ENVIRONMENT, MINISTRY OF NATURAL RESOURCES AND FORESTRY AND DEPARTMENT OF OCEANS AND FISHERIES WATER QUALITY STANDARDS. THESE CONTROLS MUST BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY PORTIONS OF THE SITE. IF A WATER QUALITY VIOLATION OCCURS, THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT INCLUDING LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES
- 3) THE CONTRACTOR SHALL SUBMIT TO THE OWNER AN EROSION AND SEDIMENT CONTROL PLAN FOR ENSURING THE BEST MANAGEMENT PRACTICES (BMP'S) AND THE NECESSARY EROSION AND SEDIMENT CONTROL MEASURES TO BE USED TO MEET WATER QUALITY STANDARDS REQUIRED BY THE MINISTRY OF THE ENVIRONMENT, MINISTRY OF NATURAL RESOURCES AND FORESTRY AND DEPARTMENT OF OCEANS AND FISHERIES AND ARE SUFFICIENT TO PREVENT BANK EROSION CAUSED BY CONSTRUCTION ACTIVITIES
- 4) THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED THE MINISTRY OF THE ENVIRONMENT, MINISTRY OF NATURAL RESOURCES AND FORESTRY AND DEPARTMENT OF OCEANS AND FISHERIES STANDARDS AND REGULATIONS
- 5) THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DIRECTIONS AT COMPLETION OF CONSTRUCTION
- 6) ALL DEWATERING, EROSION, AND SEDIMENT CONTROL SHALL REMAIN IN PLACE UNTIL AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL TEMPORARY DEWATERING, EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED
- 7) THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES TO MAINTAIN ONSITE PROTECTION IN ADDITION TO THE ABOVE IF REQUIRED. PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS
- 8) SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. IT MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER
- 9) ANY SEDIMENT DEPOSITS REMAINING IN PLACE, AFTER THE FILTER BARRIERS AND OR SILT FENCES ARE NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED
- 10) SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY NECESSARY REPAIRS OR REPLACEMENT TO BARRIERS SHALL BE ACCOMPLISHED PROMPTLY
- 11) ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY
- 12) SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY
- 13) EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION
- 14) ALL DISTURBED LANDSCAPED AREAS SHALL BE GRADED AND TOPSOILED, HYDROSEEDDED AND WATERED AS NEEDED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED. CONTRACTOR SHALL USE ADDITIONAL MEASURES TO STABILIZE DISTURBED AREAS THROUGH COMPACTION, SILT SCREENS, AND GRASSING
- 15) THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT INQUIRIES RELATIVE TO COMPLIANCE FOR EROSION, TURBIDITY AND SEDIMENTATION CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT

DEWATERING

- 1) IT IS THE INTENT OF THESE PLANS THAT CONSTRUCTION MAY TAKE PLACE IN THE "WET"
- 2) ASSUME FULL RESPONSIBILITY FOR THE PLANNING, DESIGN AND EXECUTION OF ALL DEWATERING WORK
- 3) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF DEWATERING METHODS OR TECHNIQUES INCLUDING ANY TEMPORARY WATER RETAINING STRUCTURES, LAGOONS, SILT SCREENS OR CUT-OFFS.
- 4) PRIOR TO SUBMISSION OF TENDER, EXAMINE SITE AND NOTE ALL CHARACTERISTICS AND FEATURES AFFECTING THE WORK.

I. ENSURE THAT ALL POSSIBLE FACTORS CONCERNING WORK ARE INVESTIGATED AND THAT THE FOLLOWING IN PARTICULAR ARE KNOWN:

a. PHYSICAL CONDITIONS OF SITE, INCLUDING GROUNDWATER TABLE AND DRAINAGE COURSE.

b. CONFORMATION AND CONDITION OF GROUND SURFACES.

5) DEWATERING OPERATIONS MUST COMPLY WITH THE REQUIREMENTS OF ONTARIO REGULATION 213/91 AND ALL APPLICABLE LOCAL AND PROVINCIAL BY-LAWS AND REGULATIONS.

6) CONTRACTOR IS ADVISED TO ENGAGE THE SERVICES OF A QUALIFIED PROFESSIONAL FOR THE DESIGN OF DEWATERING SYSTEMS. CONSTRUCT AND MAINTAIN A DEWATERING/ DRAINAGE SYSTEM AND ASSOCIATED MONITORING PACKAGE WHICH WILL FULFILL ALL PERTINENT REQUIREMENTS OF THE SPECIFICATION. FOR RECORD PURPOSES, SUBMIT TO THE ENGINEER A GENERAL PLAN OF THE DEWATERING SCHEME INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

a. EXCAVATION PLAN INCLUDING EXCAVATION SHORING SYSTEM

b. LOCATION OF DEWATERING DISCHARGE POINTS

c. LOCATION AND DIMENSIONS OF SILTATION PONDS/FILTER BAGS.

d. CUT-OFF/SHEET PILING WALL LOCATION AND DESIGN
- 7) ALL TEMPORARY BERMING, COFFER DAMS, SHEET PILING ETC. SHALL BE DESIGNED AND REVIEWED BY A PROFESSIONAL ENGINEER RETAINED BY THE CONTRACTOR, LICENSED IN ONTARIO
- 8) DEWATERING FAILURE FROM ANY CAUSE WHATSOEVER WHICH RESULTS IN THE DESTABILIZATION OF THE FOUNDATION MATERIALS OR DAMAGE TO ANY STRUCTURE OR WORKS TO BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
- 9) DEWATERING AND DISCHARGE OF EXCESS WATER SHALL BE GOVERNED BY CONTRACT DOCUMENTS AND PROVINCIAL REGULATIONS. APPLY FOR AND OBTAIN ALL NECESSARY PERMITS WHEN SUCH PERMITS ARE REQUIRED BY THESE REGULATIONS.
- 10) ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL. TREAT THE DRAINAGE WATER AS REQUIRED TO MEET THE REQUIREMENTS OF PROVINCIAL REGULATIONS BEFORE DISCHARGING INTO WATERCOURSE.

DISPOSAL OF WASTES

- 1) DO NOT BURY RUBBISH AND WASTE MATERIALS ON SITE. DO NOT DISPOSE OF WASTE OR VOLATILE MATERIALS, SUCH AS MINERAL SPIRITS, OIL OR PAINT THINNER INTO WATERWAYS, STORM OR SANITARY SEWERS. THIS IS A CHARGEABLE OFFENCE WHICH WILL BE STRICTLY ENFORCED.
- 2) DISPOSAL OF SOLVENTS OR PAINTS IN ACCORDANCE WITH THE REQUIREMENTS OF GENERAL WASTE MANAGEMENT REGULATION R.O. 1990, REG. 347.
- 3) DISPOSAL OF WASTE AND CONSTRUCTION DEBRIS AT THE APPROPRIATE LANDFILL SITE. ASSUME ALL RESPONSIBILITY FOR PERMITS, AND TIPPING FEES AND/OR CHARGES. ABIDE BY THE LANDFILL SITE'S RULES AND REGULATIONS. IF LEACHATE TESTS ARE REQUIRED FROM THE LAND FILL SITES, CONTRACTOR WILL PERFORM APPROPRIATE TESTS, SUBMIT COPIES TO THE OWNER AND INCLUDE COSTS FOR THESE TESTS IN TENDER SUBMISSION.
- 4) ALL "CONTRACTOR-GENERATED" WASTE OR "DEMOLITION-GENERATED" WASTE WILL BE TRANSPORTED BY A HAULER LICENSED FOR WASTE BY THE PROVINCIAL MINISTRY OF THE ENVIRONMENT. LICENSES WILL BE PRESENTED TO THE OWNER PRIOR TO ANY WASTE REMOVAL FROM THE SITE.
- 5) FOR EACH LOAD, THE CONTRACTOR MUST COMPLETE A WASTE MANIFEST UNDER GENERAL WASTE MANAGEMENT REGULATION, R.R.O. 1990, REG. 347, INCLUDING THE LATEST EDITION (1999), OR AN EQUIVALENT MANIFEST OR WEIGH BILL. SUBMIT WASTE MANIFEST TO THE OWNER PRIOR TO REMOVAL OF MATERIAL OFF SITE.

SHOP DRAWINGS

- 1) CONTRACTOR IS TO FIELD VERIFY ALL DIMENSIONS AND CAPACITIES BEFORE PREPARING SHOP DRAWINGS FOR FABRICATION OF ANY WORK AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER. DO NOT COMMENCE FABRICATION UNTIL RETURNED SHOP DRAWINGS HAVE BEEN EXAMINED. PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS THAT INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING FOR REVIEW:

a. CONCRETE MIX DESIGNS

b. REINFORCEMENT STEEL

c. PRECAST CONCRETE SLAB PANELS

d. AGGREGATES

e. GEOTEXTILES

f. ANCHORS
- 2) SUBMIT ENGINEER SEALED SHOP DRAWINGS WHEN REQUIRED BY SPECIFICATIONS. SHOP DRAWINGS NOT STAMPED, SIGNED, AND DATED WILL BE MARKED "RESUBMIT" AND RETURNED WITHOUT BEING REVIEWED.
- 3) REVIEW OF SHOP DRAWINGS IS ON A SAMPLING BASIS, FOR GENERAL CONFORMITY WITH STRUCTURAL CONTRACT DOCUMENTS. IT IS NOT A DETAILED CHECK AND MUST NOT BE CONSTRUED AS RELIEVING THE CONTRACTOR OF RESPONSIBILITY FOR MAKING THE WORK ACCURATE AND IN CONFORMITY WITH THE CONTRACT DOCUMENTS
- 4) REVIEW OF SHOP DRAWINGS DOES NOT IMPLY ANY CHANGE IN ANY OTHER CONSULTANTS' OR PROFESSIONALS' RESPONSIBILITIES RELATED TO DESIGN OF SPECIFIC ITEMS AS OUTLINED BY THE SPECIFICATIONS
- 5) REVIEW OF A SPECIFIC COMPONENT ON NON-STRUCTURAL SHOP DRAWINGS (COMPONENTS ENGINEERED BY OTHERS) DOES NOT INCLUDE REVIEW OF THE ASSEMBLY OF WHICH THE ITEM MAY BE A COMPONENT
- 6) IF REQUIRED, CAD FILES OF THE FULL SET OF STRUCTURAL DRAWINGS ARE AVAILABLE "AS-IS" FOR USE IN THE PREPARATION OF SHOP DRAWINGS, PROVIDED THAT THE OWNER AND THE OWNER'S CONSULTANTS ARE NOT HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS ON THE DRAWINGS. THESE CAD DRAWINGS ARE NOT TO BE SCALED. TO RECEIVE THE CAD FILES, THE CONTRACTOR MUST BE WILLING TO SIGN A DRAWING RELEASE WAIVER FROM JP2G CONSULTANTS
- 7) THE CONTRACTOR SHALL SUBMIT AN ELECTRONIC COPY OF SHOP DRAWINGS FOR ALL STRUCTURES, AND MATERIAL SPECIFICATIONS TO THE OWNER FOR APPROVAL PRIOR TO THE PURCHASE AND / OR INSTALLATION OF STRUCTURES, AND / OR MATERIAL
- 8) ALLOW A MINIMUM OF 10 WORKING DAYS UPON RECEIPT FOR REVIEW OF EACH SUBMISSION OF SHOP DRAWINGS. ALLOW MORE TIME WHEN LARGE QUANTITIES OF SHOP DRAWINGS ARE SUBMITTED.
- 9) MAKE CORRECTIONS REQUIRED BY PREVIOUS REVIEW BEFORE RESUBMITTING DRAWINGS. CLEARLY INDICATE ALL CHANGES AND ADDITIONS TO PREVIOUS SUBMISSION. DO NOT ADD NEW DETAILS TO DRAWINGS WHICH HAVE BEEN STAMPED AS REVIEWED OR NOTED. ALLOW A MINIMUM OF 5 DAYS, UPON RECEIPT, FOR REVIEW OF RESUBMITTALS.
- 10) AFTER REVIEW, THE DRAWINGS WILL BE STAMPED AND RETURNED TO SHOW ONE OF THE FOLLOWING:

REVIEWED

CONTRACTOR APPEARS TO HAVE INTERPRETED THE CONTRACT DOCUMENTS CORRECTLY AND THE CONSULTANT HAS NO SPECIFIC COMMENT OR NOTES.

REVIEWED AS MODIFIED

THE CONTRACTOR SHALL ADDRESS THE NOTES FROM THE CONSULTANT PRIOR TO CONSTRUCTION. SUBMIT FINAL RECORD PRINT.

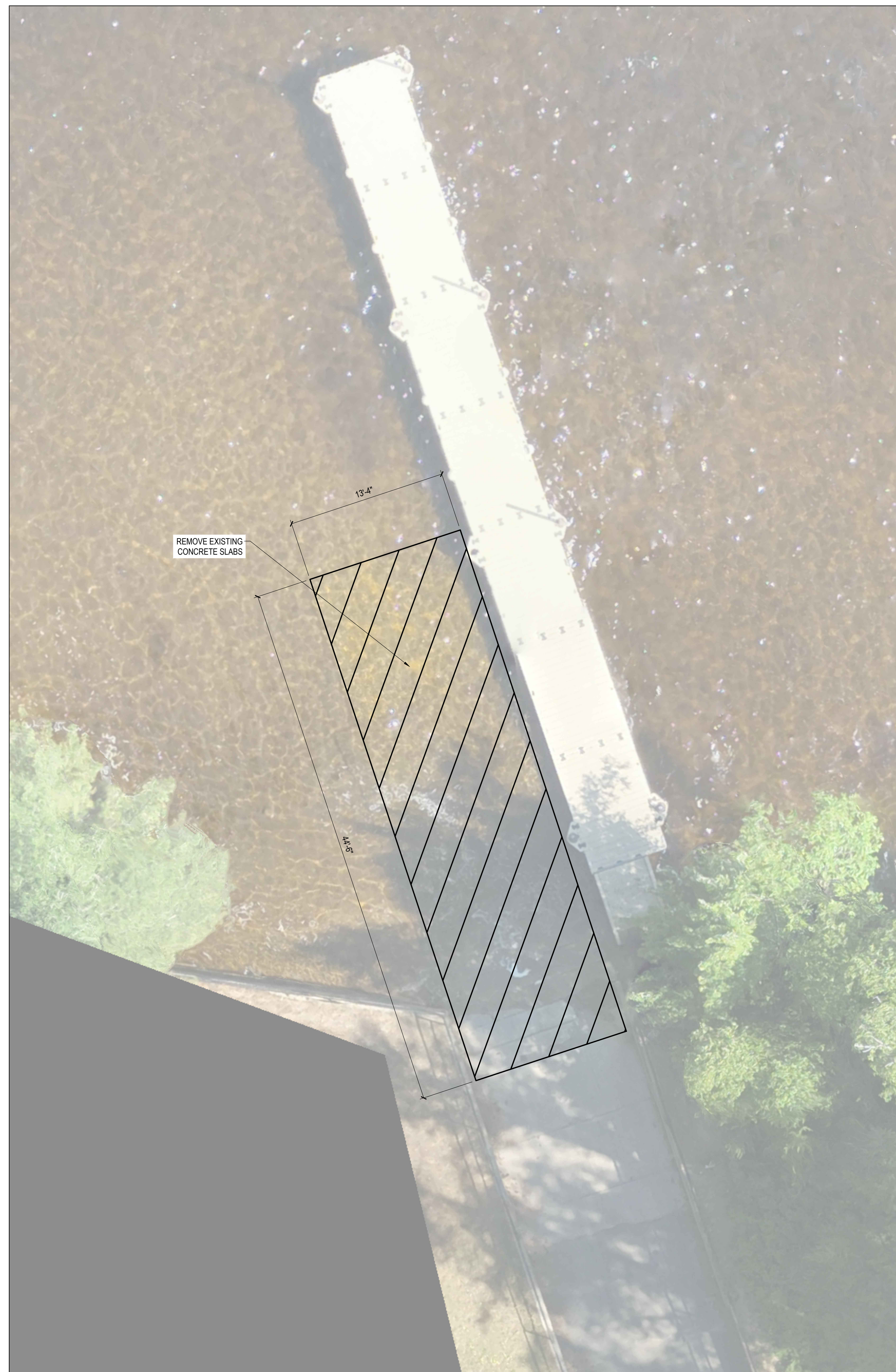
REVISE & RE-SUBMIT

ADDRESS COMMENTS AND RESUBMIT FOR REVIEW PRIOR TO FABRICATION.

NOT REVIEWED

SHOWS WORK WHICH IS NOT WITHIN THE SCOPE OF STRUCTURAL CONSULTING SERVICES.
- 11) SUBMIT IN GENERAL CONFORMITY WITH THE SEQUENCE OF CONSTRUCTION INTENDED. SCHEDULE WORK IN ACCORDANCE WITH REQUIRED REVIEW PERIODS. NO CONTRACT EXTENSION WILL BE PROVIDED DUE TO DELAYS TO WORK AS A RESULT OF REVIEWS PERFORMED WITHIN THE SPECIFIED TIMES
- 12) PROVIDE FINAL RECORD DRAWINGS AFTER ALL CORRECTIONS ARE MADE.

CLIENT LOGO			
KEYPLAN (NTS)			
DISCLAIMER NOTES			
1. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ISSUES/PROBLEMS WHICH MAY OCCUR AS A RESULT OF A FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND THE DESIGN INTENT THEY CONVEY.			
2. WHERE THERE ARE ALLEGED ERRORS, OMISSIONS, INCONSISTENCIES OR AMBIGUITIES PRESENT IN THE CONTRACT DOCUMENTS, THE CONTRACTOR MUST SEEK CLARIFICATION FROM JP2G. ANY COSTS OR SCHEDULE DELAYS WHICH RESULT AS A FAILURE TO CONTACT JP2G FOR DIRECTION SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.			
3. DO NOT SCALE DRAWINGS. REFER ANY DIMENSIONAL CLARIFICATIONS AND/OR POSSIBLE TRADE INTERFERENCE/CONFLICTS TO JP2G FOR CLARIFICATION PRIOR TO COMMENCEMENT OF THE WORK.			
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION WITH SUBTRADES AND SHALL ADDRESS CONSTRUCTION TEAM COORDINATION ITEMS PRIOR TO ISSUING REQUESTS FOR INFORMATION FROM JP2G.			
5. THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWING, AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM THEMSELVES OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.			
2	7/31/2026	IJ	ISSUED FOR TENDER
1	5/28/2026	I/EU	ISSUED FOR REVIEW
No.	YYYY-MM-DD	BY	DESCRIPTION
STAMP		STAMP	
PROJECT			
KHR BOAT LAUNCH REFURBISHMENT			
DRAWING			
NOTES			
12 INTERNATIONAL DRIVE, PEMBROKE, ON, K8A 9W5 T: 613-735-2597 PEMBROKE@JP2G.COM			
Jp2g PROJECT No.: 25-2075A			
NORTH		CLIENT No.:	
		DRAFTED: EU	
		DESIGNED: EU	
		REVIEWED: IJ	
		APPROVED: IJ	
SCALE		SHEET #	
SCALE AS SHOWN		H= 1:250 V= 1:50	
		G-01	



1 SITE PLAN - DEMOLITION PLAN
C-01 SCALE: 3/16"=1'-0"



2 SITE PLAN - NEW WORK PLAN
C-01 SCALE: 3/16"=1'-0"

CLIENT LOGO

KEYPLAN (NTS)

- AREA OF
WORK

DISCLAIMER NOTES

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2. WHERE THERE ARE ALLEGED ERRORS, OMISSIONS, INCONSISTENCIES OR AMBIGUITIES PRESENT IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL SELECT THE MOST FAVORABLE INTERPRETATION OF ANY CONFLICTS OR DISCREPANCIES WHICH RESULT AS A FAILURE TO CONTRACT JFGG FOR DIRECTION. SHALL BE THE SOLELY RESPONSIBILITY OF THE CONTRACTOR.
3. DO NOT SCALE DRAWINGS. REVIEW ANY DIMENSIONAL CLARIFICATIONS AND NOTIFICATIONS SHOULD TRADE INTERFERENCE/CONFLICTS TO JFGG FOR CLARIFICATION PRIOR TO COMMENCEMENT OF THE WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION WITH SUBMITTALS AND SHALL ADDRESS ALL COMMENTS FROM CONTRACT JFGG PRIOR TO SUBMITTAL OF ANY SUBMITTAL FOR APPROVAL.
5. THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SENSORS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWING. AND, WHERE SHOWN, THE ACCURACY OF THE POSITION OF ALL SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM THEMSELVES OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

2	7/31/2026	IJ	ISSUED FOR TENDER
1	2026-05-28	IJ/EU	ISSUED FOR REVIEW

No.	YYYY-MM-DD	BY	DESCRIPTION
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STAMP

STAMP

PROJECT

KHR BOAT LAUNCH REFURBISHMENT

ROUND LAKE, ONTARIO

DRAWING

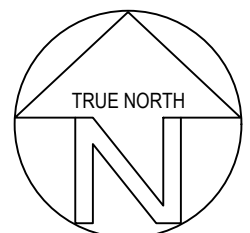
SITE PLAN



12 INTERNATIONAL DRIVE, PEMBROKE, ON, K8A 6W5
T: 613-735-2507
PEMBROKE@P2G.COM

Jp2g PROJECT No.: 25-2075A

NORTH



CLIENT No.:

DRAFTED: EU

DESIGNED: EU

REVIEWED: IJ

APPROVED: IJ

SCALE

SCALE AS SHOWN

SHEET #

C-01



CONCRETE PLANK SECTION DETAIL

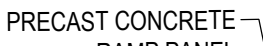


Bare Base Weight.....935 Kg (2,061 Lbs)

Notes

1. Length can be shortened upon request
2. Steel hinges with 3/4" plated bolts for connections
3. Ribbed face for greater traction
4. Maximum allowable wheel load..... 2,286 Kg (5,040 lbs)
5. Maximum allowable total load per panel..... 4,572 Kg (10,080 lbs)

EXAMPLE PRECAST BOAT RAMP



CONCRETE BLOCK DETAIL



TYPE C-2 CONCRETE
16"x16"x16"

10M STIRRUP, MIN
" COVER, MID BLOCK

PRECAST MARKER BASE DETAIL

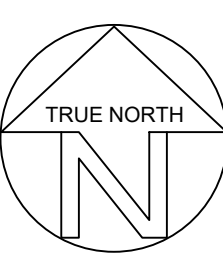
CLIENT LOGO

KEYPLAN (NTS)



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DETAIL									
 JP2g Consultants Inc. ENGINEERS • PLANNERS • PROJECT MANAGERS Jp2g PROJECT No.: 25-2075A 12 INTERNATIONAL DRIVE, PEMBROKE, ON, K8A 6W5 T: 613-735-2507 PEMBROKE@JP2G.COM									
NORTH  TRUE NORTH					CLIENT NO.: DRAFTED: X.XXXXX1 DESIGNED: X.XXXXX2 REVIEWED: X.XXXXX3 APPROVED: X.XXXXX4				
SCALE H= 1:250 V= 1:50 SCALE AS SHOWN					SHEET # C-03				