



Invitation to Tender

CITY OF KENORA

INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders
for:

City of Kenora 2025 Airport Road Ditching Program
(the "Project")
Tender Number: 421-001-25

Will be received
by:

City of Kenora
(the "City")

at:

**1 Main Street South
Kenora, ON P9N 3X2
Attention: City Clerk**

Time and date for Tender Closing is:

11:00:00 a.m. CST/CDT on Thursday, August 14, 2025
(the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to:
ditch excavation and culvert installation (the "Work") as set out on the list of drawings
and specifications described as follows: **Refer to Appendix Four – Contract,
Specifications and Drawings of the Tender documents.**
2. The Successful Bidder shall achieve substantial performance of the Work for the Project
by: **Refer to Article 13 of the Instructions to Tenderers.**
3. The drawings and specifications for the Project can be obtained from **MERX under the
name 'City of Kenora 2025 Airport Road Ditching Program'**. Deposits paid to obtain
the drawings and specifications will be refunded to unsuccessful bidder(s) at the
discretion of the CITY.
4. All written inquiries regarding the technical aspects of the drawings and specifications for
the Work shall be emailed to **Stefan Stiller, P.Eng, sstiller@kenora.ca**, however the
bidder(s) acknowledge and agree that the CITY does not have an obligation to provide a
response to any written inquiry and that it is in the sole and unfettered discretion of the
CITY to provide any written response to a written inquiry. Telephone inquiries will not be
replied to.
5. Submission of a tender by a Bidder gives the CITY the right to require the Bidder to
execute the contract to perform the Work as set out within the tender documents.
Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open
for acceptance by the CITY for a period of sixty (60) days following the end of the day of
the Tender Closing. The Successful Bidder will be notified in writing of the award of the
Tender when the CITY delivers a letter of intent to the Successful Bidder.

INSTRUCTIONS TO TENDERERS

For

City of Kenora, Ontario
2025 Airport Road Ditching
Program



2025 Airport Road Ditching Program

JULY 2025

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1.0 BACKGROUND

1.1 The City of Kenora (the “CITY”) is seeking tenders for **2025 Airport Road Ditching Program** (the “Work”) as more particularly set out in Appendix “ONE” and Appendix “FOUR” attached to these Instructions to Tenderers. The Work includes the following:

- Regrading of existing ditches along Airport Road
- Ditch excavation from Airport Road to Highway 17A right-of-way
- Removal and replacement of road and driveway crossing culverts

2.0 SUBMISSION OF TENDERS

2.1 The CITY will receive sealed tenders until: **11:00:00 a.m. CST Thursday, August 14, 2025** (“Tender Closing”).

2.2 Each Tender shall be addressed to the CITY in a sealed envelope clearly marked with the Tenderer’s name, address and tender number. The sealed envelope containing the Tender shall be delivered before the Tender Closing to the CITY in accordance with the Invitation to Tender and the Instructions to Tenderers at:

**City of Kenora
1 Main Street South
Kenora, ON P9N 3X2
Attention: Heather Pihulak, City Clerk**

Emailed and faxed tenders will **NOT** be accepted and will be returned to the Tenderer.

2.3 Inquiries are permitted until **August 11th at 4:00pm CST** and are to be directed to the below City Contact via email.

**Stefan Stiller, P.Eng – Project Manager
sstiller@kenora.ca**

2.4 In the event of a dispute or issue about whether or not a tender complies with the Instructions to Tenderers, the CITY reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by the CITY as to the compliance, or not, of the subject tender.

2.5 In the event when circumstances require it, the CITY may not open the tender publicly and an Addendum will be issued altering this Article 2.0 to include only an email submission.

3.0 TENDER FORM AND UNIT PRICE SCHEDULE

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form and Unit Price Schedule which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Harmonized Sales Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the "Tender Sum"). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.
- 3.2 The Tender Form and Unit Price Schedule must be completed in their entirety. All blank spaces shall be filled with a numerical value or text, as applicable. The entry of "zero" or "\$0.00" in any field within the Tender Form or Unit Price Schedule shall be deemed an acceptable response and shall not, in and of itself, render the Tender incomplete.
- 3.3 Notwithstanding the foregoing, the CITY shall be entitled to accept a Tender in such form as the CITY in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or substantial nature, or whether the Tender is noncompliant in a trivial or substantial manner.
- 3.4 The CITY shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender submission.
- 3.5 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by Heather Pihulak, City Clerk of the CITY prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for the CITY in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

4.0 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.1 All documents submitted to the CITY will be subject to the protection and disclosure provisions of Ontario's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the CITY's custody or control. It also prohibits the CITY from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an

unreasonable invasion of personal privacy as defined in sections 17 and 21 of *FOIP*. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the CITY cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under FOIP.

5.0 TENDER DOCUMENTS

5.1 The documents for the tender are:

- Invitation to Tender
- Instructions to Tenderers
- Appendix One – Tender Form and Unit Price Schedule
- Appendix Two – Submission Documents
- Appendix Three – Tender Submission Checklist
- Appendix Four – Contract, Specifications and Drawings
(hereinafter collectively referred to as the "Tender Documents")

By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

6.0 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

- 6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the CITY at least 5 calendar days prior to the Tender Closing. Where necessary the CITY shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.
- 6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 5 calendar days prior to the Tender Closing, the CITY shall be the sole judge as to the intent of the Tender Documents.
- 6.3 No implied obligation of any kind by or on behalf of the CITY shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the CITY, are and shall be the only covenants and agreements that apply.
- 6.4 Without limiting the generality of Article 6.3, the Tender Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

7.0 ADDENDA

- 7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the work therein shall be included in the Tender Sum. Verbal representations shall not be binding on the CITY nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to the person identified in Article 2.3 of the Instructions to Tenderers.

8.0 TENDER

- 8.1 Tenders submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 8.2 Each Tenderer shall review the Tender Documents provided by the CITY and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.
- 8.3 Tenders shall be properly executed in full compliance with the following requirements:
- 8.3.1 The signatures of persons executing the Tender must be in their respective handwriting; and
 - 8.3.2 If the Tender the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and **the corporate seal shall be affixed;**
 - 8.3.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
 - 8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or
 - 8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 8.4 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

9.0 TENDER DEPOSIT

- 9.1 The Tenderer is required to submit with its Tender, a Consent of Surety and a Bid Bond in a form acceptable to the CITY, or in lieu of a Bid Bond, a Tenderer may submit, along with a Consent of Surety, a certified cheque or an irrevocable letter of credit in favour of the CITY equal to 10% of the Tender Sum as a guarantee that, if awarded the contract for the Work, the Tenderer will execute a contract and the Labour and Material Payment, and Performance Bonds referred to in Article 10 within the specified time frames.
- 9.2 The Bid Bonds, certified cheques or irrevocable letters of credit of the unsuccessful Tenderers shall be returned as soon as possible after the Contract has been duly executed by the Successful Tenderer.
- 9.3 The CITY will not pay any interest on money furnished as security.
- 9.4 The Bid Bond and Consent of Surety shall be issued by a Surety Company licensed in the Province of Ontario and satisfactory to the CITY.

10.0 PERFORMANCE AND LABOUR AND MATERIAL BONDS

- 10.1 The Successful Tenderer shall be required to furnish at its own expense a Performance Bond and Labour and Materials Payment Bond. For the purposes of this Article, both of these bonds shall be referred to as the "Bonds".
- 10.2 The Performance Bond shall guarantee the faithful performance of the Contract, and in default thereof, shall protect the CITY against any losses or damage arising by reason of failure of the Successful Tenderer to faithfully perform the Contract.
- 10.3 The Bonds are to be issued by a Surety Company licensed in the Province of Ontario and satisfactory to the CITY in the amount of 100% of the Contract Price for the Performance Bond and 50% of the contract price for the Labour and Materials Payment Bond.
- 10.4 The Performance Bond shall remain in force as a Maintenance Bond for the Warranty Period as defined in the Contract. For Contract values not including Harmonized Sales Tax greater than \$500,000 the Bonds must be provided using Form 31 and Form 32 under Section 85.1 of the Construction Act, Ontario.
- 10.5 The Bonds shall be in the form set out in the Tender Documents or in such other form as may be acceptable to the CITY.
- 10.6 The CITY may consider alternate forms of security in lieu of the Bonds. The Tenderer shall make known any alternative form of security it wishes the CITY to consider and obtain the CITY's approval prior to submitting a Tender.
- 10.7 The Successful Tenderer shall provide all required Bonds to the CITY no later than 5 working days after receipt of the Letter of Intent from the CITY provided in accordance with Article 17. The Bonds must be received prior to the execution of the contract.

- 10.8 The Successful Tenderer shall supply all required Bonds before any Work is undertaken by the Successful Tenderer.
- 10.9 No payment shall be made by the CITY to the Successful Tenderer for any of the Work performed by the Successful Tenderer until the required Bonds have been provided.

11.0 INSURANCE

- 11.1 The Tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Contract, is in place or, if the required insurance is not in place, by a Letter of Insurability or Undertaking of Insurance in standard form from the Tenderer's Insurance Broker certifying that the required insurance will be issued to the Tenderer if the Tenderer is the Successful Tenderer.
- 11.2 The Successful Tenderer shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 11.3 The Successful Tenderer shall provide all required insurance to the CITY no later than 5 working days after receipt of a Letter of Intent from the CITY provided in accordance with Article 17.

12.0 WORK SCHEDULE

- 12.1 The Tender shall be accompanied by a Work Schedule. The Work Schedule shall be in the form of a Gantt Chart and shall show dates of commencement and completion of various parts of the Work, ordering and delivery dates of product, phasing and timing for various subcontracts, and all other detailed information.

13.0 COMMENCEMENT AND COMPLETION OF THE WORK

- 13.1 The Successful Tenderer shall commence the Work by August 25, 2025, and shall achieve substantial completion of the Work as defined in the contract by April 31, 2026.

14.0 SITE CONDITIONS

- 14.1 The Tenderer is responsible for inspecting the site(s) of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site(s) of the Work, including the soil structure and topography of the site(s), and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Tender, the Tenderer acknowledges that it has investigated and satisfied itself as to:

- 14.1.1 the nature of the Work;
 - 14.1.2 the location and all conditions relating to the location of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
 - 14.1.3 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
 - 14.1.4 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
 - 14.1.5 the magnitude of the work required to execute and complete the Work.
- 14.2 The Tenderer is fully responsible for obtaining all information required for the preparation of its Tender and for the execution of the Work. The CITY is not responsible for undertaking any investigations to assist the Tenderer. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the Tender Documents (the "Non-Tender Information"), form no part of this Tender. The CITY and the CITY's Consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Tender Information. Tenderers who obtain or rely upon such Non-Tender Information or other documents, do so entirely at their own risk.
- 14.3 The Tenderer's obligation to become familiar with the information described in Article 14.1 is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the tendering process. Any technical reports so provided are for information only and neither the CITY nor the CITY's Consultants accept or assume any responsibility for the contents or accuracy of such technical reports and the Tenderer agrees that the CITY, the CITY's Consultants and their representatives shall not be liable in any way to the Tenderer in respect of such technical reports. The Tenderer further agrees that it shall not rely upon any oral information provided to it by the CITY, the CITY's Consultants or their representatives.

15.0 PRIME COST AND CONTINGENCY SUMS

- 15.1 The Tenderer shall include in its Tender Sum any prime cost sums or contingency sums. The Harmonized Sales Tax shall be shown as a separate amount.

16.0 PERMITS AND INSPECTIONS

- 16.1 The Tenderer shall include in its Tender Sum the cost of permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Work in accordance with the Contract.

17.0 SUCCESSFUL TENDERER

- 17.1 Award of Contract by the CITY occurs once the Tenderer receives a Letter of Intent duly executed by Stefan Stiller, P.Eng – Project Manager of the CITY after Stefan Stiller, P.Eng – Project Manager has been duly and legally authorized by the CITY to send such Letter of Intent.
- 17.2 Following the receipt of the Letter of Intent, the Successful Tenderer shall provide the Performance Bond and Labour and Material Payment Bond within the time required in Article 10.7. The Successful Tenderer shall also provide a Certificate of Insurance unless previously provided.
- 17.2.1 Upon the Successful Tenderer complying with the requirements of both Articles 17.2 and 17.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be returned to the Successful Tenderer.
- 17.2.2 If the Successful Tenderer fails to comply with either or both of the requirements of Articles 17.2 and 17.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be forfeited to the CITY as compensation for damages the CITY may suffer.
- 17.3 The forfeiture of a Successful Tenderer's certified cheque or Bid Bond or irrevocable letter of credit shall not be construed as a waiver of any rights or remedies which the CITY may have against such Tenderer for loss or damages incurred or suffered in excess of the amount of such certified cheque or Bid Bond or irrevocable letter of credit.
- 17.4 Within 5 working days of receipt of the Contract from the CITY, the Successful Tenderer shall duly execute the Contract and return the Contract to the CITY.

18.0 TENDER EVALUATION CRITERIA

- 18.1 Each Tender will be evaluated on the basis of the criteria listed below and the CITY will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Tender, the Tenderer acknowledges and agrees that the CITY has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 18.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the CITY to award points in respect of the criteria noted below. The criteria for evaluation are as follows:

18.2.1 The Tender will be evaluated on lowest price.

18.2.2 The City's selection of the successful Bidder be based on which Bidder has provided a Bid on terms which the City determines, in its sole and unfettered discretion, to be most beneficial or most advantageous to the City based on any criteria that may be employed by the City from time to time. The lowest or any Bid will not necessarily be accepted. After the selection of a Bidder, the City has, in its sole and unfettered discretion, the right to negotiate with that Bidder and, as part of that negotiation, to negotiate changes, amendments, or modifications to the Bid as submitted, without offering other Bidders the opportunity to amend their Bids. The City shall incur no liability to any Bidder as a result of these discussions, negotiations, or modifications. By submitting its Bid, each Bidder waives its right to contest in any action, application, case or legal proceeding (in any court) the decision of the City to conduct any negotiation or the decision by the City of which Bidder has submitted the most advantageous Bid. Both the City and the Bidder expressly agree and acknowledge that all statements made by either side in the course of any negotiation are without prejudice and strictly confidential.

18.2.3 The City reserves the right to accept a Bid other than the lowest Bid without stating reasons.

19.0 WORKERS' COMPENSATION

19.1 Each Tenderer is to submit with its Tender, a letter of account from the Workers' Compensation Board – Ontario. This letter is to be current and must be dated no earlier than 21 calendar days prior to the Tender Closing.

19.2 The Tenderers who do not have an account with the Workers' Compensation Board-Ontario shall provide with their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf.

19.3 If the Tenderer is performing work in any exempt industry within the meaning of the Workers Compensation Board Act (the "WCB Act") and does not carry coverage, the Tenderer acknowledges that:

19.3.1 The CITY is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and

19.3.2 The Deeming Order states that all of the Tenderer's employees, directors, proprietors, partners or employees are deemed to be CITY employees for the purposes of the WCB Act while performing work for the CITY; and

19.3.3 The effect of the Deeming Order is that the Tenderer's employees, directors, proprietors and partners who are injured while performing work for the CITY under the Contract, have no right to sue anyone and are limited to a claim under the WCB Act.

19.4 The Tenderer shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.

19.5 The CITY will reject any Tender which fails to comply with the provisions set out in Article 19.

20.0 REGISTRATION

20.1 Prior to commencing the Work, the Successful Tenderer shall obtain all authorizations required by the laws of the Province of Ontario and of the Country of Canada enabling it to carry on business to complete the Work required under the Contract. Failure to be properly authorized shall entitle the CITY to forthwith terminate the Contract without compensation.

21.0 TENDERS EXCEEDING BUDGET

21.1 In addition to the rights contained within Article 21 herein, if the Tender Sum of every Tenderer exceeds the amount the CITY has budgeted for the Work, the CITY may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of the CITY, has submitted the most advantageous Tender.

21.2 Each Tenderer acknowledges and agrees that the CITY has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to the CITY, that the CITY has no obligation to neither disclose such criteria nor employ the criteria listed outlined in Article 18 Tender Evaluation Criteria.

21.3 By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which the CITY may pursue under Article 21.1 and Article 21.2 herein.

21.4 If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and the CITY negotiates with the Tenderer who has submitted the Tender considered most advantageous to the CITY:

21.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;

21.4.2 In particular, the CITY's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and

21.4.3 The CITY will not attempt to obtain a lower price for the same work that the Tenderer originally bid on, but may attempt to obtain a lower price for an altered or reduced scope of work. In no event will the CITY be obliged to disclose the amount budgeted for the Work.

~~22.0 CERTIFICATE OF RECOGNITIONG ("C.O.R") SAFETY PROGRAM REQUIREMENT~~

Article 22.0 does not apply to this Tender.

23.0 CANADIAN FREE TRADE AGREEMENT

23.1.1 The provisions of the Canadian Free Trade Agreement (“CFTA”) apply to this Tender.

24.0 ACCEPTANCE OR REJECTION OF TENDERS

24.1 As it is the purpose of the CITY to obtain the Tender most suitable and most advantageous to the interests of the CITY, and notwithstanding anything else contained within the Tender Documents, the CITY reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which

- a) is incomplete, obscure, irregular or unrealistic;
- b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
- c) has erasures or corrections;
- d) omits a price on any one or more items in the Tender;
- e) fails to complete the information required in the Tender;
- f) is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

may at the CITY’s sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of the CITY’s unfettered assessment of its best interest, which includes the CITY’s unfettered assessment as to a Tenderer’s past work performance for the CITY or for anyone else or as to a Tenderer’s financial capabilities, completion schedule, or ability to perform the Work, or the CITY’s desire to reduce the number of different contractors on the location of the Work at any given time. The CITY reserves the right to negotiate after Tender Closing time with the Tenderer that the CITY deems has provided the most advantageous Tender; in no event will the CITY be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and the CITY shall incur no liability to any other Tenderers as a result of such negotiation or modification.

25.0 LAW AND FORUM OF TENDER

25.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Ontario and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Ontario and by submitting Tenders, Tenderers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

26.0 ACCEPTANCE PERIOD

- 26.1 The Tender shall be irrevocable and open for acceptance by the CITY for the period of time contained in the Invitation to Tender, namely, sixty (60) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender.

APPENDIX ONE : TENDER FORM AND UNIT PRICE SCHEDULE

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Tender Number: **421-001-25**

Tender Title: **City of Kenora 2025 Airport Road Ditching Program**

We, _____
(Company)

of _____
(Business Address)

having examined the Tender Documents as issued by: the City of Kenora (the "City"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the Tender Sum as follows:

1. Airport Road Ditching \$ _____
2. Tender Sum (summation of Item 1 above)
3. _____
(Tender Sum written in words)
4. _____
(Tender Sum in figures)
5. Ontario Harmonized Sales Tax (HST = 13%) \$ _____
6. Tender Sum (summation of Items 4 & 5 above)
7. _____
(Total including HST written in words)
8. _____
(Total including HST in figures)

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Tender Documents.

Unit Price Schedule:

The Unit Price Schedule shall be completed in accordance with the Tender Documents, any errors will be corrected as identified in Article 3.0.

Item	Description	Est. Quantity		Unit Price	Total
SCHEDULE A – Airport Road Ditching					
1.0 GENERAL – Airport Road Ditching					
A1.1	Mobilization/Demobilization	1	LS	\$ _____	\$ _____
A1.2	Clearing and grubbing of proposed ditch line (~500 sq. m.), material to be disposed of onsite as directed by the Contract Administrator	1	LS	\$ _____	\$ _____
A1.3	Tree removal as required. Removed trees to be disposed of onsite as directed by the Contract Administrator	1	LS	\$ _____	\$ _____
A1.4	Culvert removal - 600mm CSP	40	m	\$ _____	\$ _____
A1.5	Culvert removal - 450mm CSP	46	m	\$ _____	\$ _____
A1.6	Supply and install 600mm diameter 2.8mm wall thickness Aluminized Type II CSP	43.5	m	\$ _____	\$ _____
A1.7	Supply and install 450mm diameter 2.8mm wall thickness Aluminized Type II CSP	46.5	m	\$ _____	\$ _____
A1.8	Ditching	135	m	\$ _____	\$ _____
A1.9	Place and grade excavated ditch material in fill areas (~0.3 to 0.5m thickness)	900	m²	\$ _____	\$ _____
A1.10	Roadway restoration - 150mm Granular A, 100mm HL4	1	LS	\$ _____	\$ _____
A1.11	Hydroseed ditches and side slopes	3200	m²	\$ _____	\$ _____
A1.12	Supply and install ditch checks as per OPSD 219.211	2	ea.	\$ _____	\$ _____
SUBTOTAL – 1.0 GENERAL					\$ _____

Provisional Items			
	Description	Unit	Unit Price
	Supply & Place Suitable Backfill Material Select Subgrade	m ³	

Signatures:

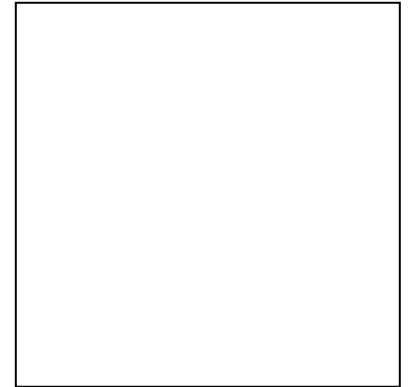
Signed, sealed and submitted for and on behalf of:

Company:

(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)



Corporate Seal

*(**must** be affixed above for all corporations submitting a bid)*

Business Structure:

☐ Limited Company

☐ Partnership

☐ Sole Proprietor

☐ Other: _____

Signature: _____

Name & Title: _____
(Please Print or Type)

Witness: _____

Dated at _____ this _____ day of _____, 20____

APPENDIX TWO: SUBMISSION DOCUMENTS

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Schedule of Subcontractors

The Contractor states that the following Subcontractors shall be utilized on this Contract:

Items of Work

Subcontractor

The Contractor agrees that if a named Subcontractor is not acceptable to the City, the Contractor shall name an acceptable alternative Subcontractor.

Schedule of Suppliers and Manufacturers of Materials

The Contractor states that the following material suppliers and manufacturers shall be utilized for the supply items on this Contract.

Items	Supplier	Manufacturer

The Contractor agrees that, if a named supplier or manufacturer of materials and equipment is not acceptable to the City, the Contractor shall name an acceptable alternative.

Schedule of Equipment

The Contractor states that the equipment listed shall be available for the Work on this Contract.

The Contractor agrees that if the equipment listed is not acceptable to the City, the Contractor shall identify acceptable alternatives.

[illegible]

Undertaking to Comply

1. I/We hereby undertake:
 - To comply with all applicable health and safety and environmental legislation in the performance of this contract;
 - To maintain a safe and healthy work environment during the performance of this contract;
 - That a Joint Health and Safety Committee or the appointment of a Health and Safety Representative is undertaken as applies to the Occupational Health & Safety Act.

2. I/We hereby agree:
 - That compliance with all health and safety and environmental legislation is a condition of the contract and that non-compliance with same may, at the City of Kenora's (hereinafter the City) discretion, lead to the termination of this Contract;
 - To permit the City to audit my/our health and safety and environment records during the term of the contract and upon its conclusion and to cooperate fully with any such audit(s);

3. I/We understand that contractor safety deficiencies will be addressed by the City in the following progressive steps;
 - The infraction(s) will be identified to the Contractor (site supervisor) verbally and documented as such.
 - The Contractor's Head Office will be contacted about the infraction(s), orally and in writing
 - If the infraction(s) remain, a written notice will be presented to the Contractor's Head Office and a fine of a minimum of \$100 up to a maximum of \$1000 per infraction will be deducted from the payment due to the Contractor
 - If required by law to immediately report the infraction(s), the City shall report the infraction to the appropriate ministry (ies).
 - The City may, at the City's discretion, suspend or terminate the contract and/or withhold payment by the City.
 - I/we acknowledge and agree that, depending on the nature and/or seriousness of the deficiency, the City reserves the right to bypass any or all of the steps described herein.

4. I/We hereby acknowledge receipt of a copy of the City's Contractor Safety Policy/Program and that I/We understand and undertake to adhere to the terms of this Policy and to cooperate with the City in its efforts to ensure compliance thereunder.
 - I/We have received and read the "City of Kenora Contractor Safety Program". As the Prime Consultant or authorized representative of the contracted services, I understand that I am fully responsible for ensuring that all of our employees, subcontractors, and visitors comply with all necessary rules and regulations outlined therein and with all applicable regulations made under the Occupational Health and Safety Act.
 - Prior to commencement of Work, The Contractor will be advised as to which of the listed items on page 6 of 10 on the "Contractor Document Requirements" form of the "City of

Kenora Contractor Safety Program” will need to be provided to The City Representative for review.

- See Appendix A for reference to The City of Kenora Health and Safety Policy and Contractor Safety Program.

Authorized Representative:

(Print Name)

(Signature)

(Date)

Company Name

Witness:

(Print Name)

(Signature)

(Date)

Name of Administrator of Contractor’s Health and Safety Program:

Indemnification Agreement

In consideration of the Corporation of the City of Kenora (the City) agreeing to contract with the undersigned

(Name of contractor)

Hereby agrees and covenants that they shall indemnify and save harmless the City and all persons for whom it is in law responsible, from any and all claims, action suits, damages or costs arising or alleged to arise from the action, default or negligence of the undersigned, its agents or servants in their performing work or supplying materials on City property, or elsewhere at the City's request as laid out in Section 4.15.2 – Indemnification.

This indemnity shall include all administrative costs, adjusting costs, and legal costs on a substantial indemnity basis.

This indemnity shall be limited in respect to work performed or services supplied between August 25, 2025 to April 31, 2027

Dated _____ 2025

(Name of contractor)

Per: _____

(Signature)

Schedule of Alternative Proposals

The Contractor offers the following alternative units of equipment, materials, or methods of doing the Work, and offers to increase or decrease the Contract Price as stated for each unit of equipment, materials or methods of doing the Work. The increase or decrease includes allowance for the cost of making any adjustments to the Work, which may be required in order to make the proposed alternative fit into the Work as originally specified. The increase or decrease in price shall be added to or subtracted from the price bid for the Work as originally specified. A Change Order will be issued should the alternative(s) be accepted.

Item No.	Specification Section	Original Item	Bid Price	Alternate Item	Alternate Price Difference

The Contractor provides for review by the City the following details concerning the alternative equipment, materials, or methods of doing the Work. If insufficient space exists, please attach additional pages. Attach all back up information and specifications.

APPENDIX THREE: TENDER SUBMISSION CHECKLIST

The Tender Submission Checklist is provided for the convenience of Tenderers as a summary of mandatory submission requirements. In the event of any discrepancy between the Tender Articles and the Tender Submission Checklist, the Tender Articles shall govern. The Checklist is for reference only, and the City makes no representations or warranties regarding its accuracy or completeness. By submitting a Tender, the Tenderer acknowledges and agrees that the City shall not be held liable for any errors, omissions, or discrepancies in the Checklist and expressly waives any and all claims, demands, or legal actions against the City arising from or relating to its use.

- 1) Tender Form and Unit Price Schedule – Article 3.0 – Completed in the form provided in Appendix One
- 2) Tender Deposit - Article 9.0 – Consent of Surety and a Bid Bond
- 3) Insurance – Article 11.0 – Certificate of insurance or a Letter of Insurability or Undertaking of insurance. Level of insurance detailed in Appendix Four – Contract and Specifications.
- 4) Work Schedule – Article 12.0
- 5) Workers' Compensation – Article 19.0 – Letter of account from the Workers' Compensation Board – Ontario or alternatives as listed in Article 19.0
- 6) Schedule of Subcontractors – Appendix Two
- 7) Schedule of Suppliers and Manufacturers of Materials – Appendix Two
- 8) Schedule of Equipment – Appendix Two
- 9) Undertaking to Comply – Appendix Two
- 10) Indemnification Agreement – Appendix Two
- 11) Schedule of Alternative Proposals – Appendix Two (Optional)

APPENDIX FOUR: CONTRACT, SPECIFICATIONS AND DRAWINGS

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CONTRACT AND SPECIFICATIONS

For

City of Kenora, Ontario
2025 Airport Road Ditching
Program



2025 Airport Road Ditching Program

JULY 2025



CITY OF KENORA
2025 Airport Road Ditching Program
NOTICE

IMPORTANT NOTICE

This Contract Document was prepared exclusively for the Corporation of the City of Kenora. The Contract Document contains proprietary and confidential information that shall not be reproduced in any manner or disclosed to or discussed with any other parties without the express written permission of the City. Information in this document is to be considered the intellectual property of the City in accordance with Canadian copyright law.

The quality of information, conclusions and estimates contained herein is consistent with the level of effort provided by the City and are based on: i) information available at the time of preparation, ii) data supplied by outside sources, and iii) the assumptions, conditions and qualifications set forth in this document. This Contract Document is for the sole use of the City of Kenora, Contractor, Subcontractor, and Suppliers having a contract for the execution of the Works covered in the Contract Documents, in whole or in part. It is intended to be used by the City of Kenora only, subject to the terms and conditions stated herein. Any other use of, or reliance on, this document by any third party is at that party's sole risk.



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2025 Airport Road Ditching Program
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CITY OF KENORA
2025 Airport Road Ditching Program
UNIT PRICE CONTRACT

00500

1. UNIT PRICE CONTRACT (00500)

The Contract made in _____ (____ completed copies) the _____ day of _____ in the year Two Thousand and Twenty-Five by and between

Corporation of the City of Kenora

Hereinafter called the "City"

And

Hereinafter called the "Contractor"

The City and Contractor undertake and agree as follows:

1.1 The Work

The Contractor shall:

Perform all the Work required by the Contract Documents for:

CITY OF KENORA – 2025 Airport Road Ditching Program

Do and fulfil everything required by this Contract, and

Commence the Work by the 25th day of August 2025, and in any event attain Substantial Performance as certified by the City no later than the 31th day of May, 2026.

1.2 Contract Documents

The Contract is comprised of the Instructions to Tenderers, Tender Form and Unit Price Schedule, Submission Documents, and this Unit Price Contract and the following applicable attachments hereto:

General Conditions of Contract;

Supplementary Conditions;

General Requirements;

Construction Survey;

Regulatory Requirements;

Utilities;

Measurement and Payment;

Project Management and Coordination;



CITY OF KENORA
2025 Airport Road Ditching Program
UNIT PRICE CONTRACT

00500

Environmental Protection;

Contract Closeout;

Submittals;

Quality Control;

Temporary Facilities;

Products/Workmanship;

Contract Drawings, Permits and Attachments; and

Supplemental Specifications including any additional documents or specifications that may be noted herein.

Each of the above shall be read into and form part of the Contract, and the whole shall constitute the Contract between the parties. During the progress of the Work, the City's Representative will furnish to the Contractor with such additional instructions as may, in the opinion of the City's Representative, be necessary to supplement or clarify the Contract Documents. All such instructions will be consistent with the intent of the Contract Documents. Additional instructions may be in the form of drawings, samples, models, or oral or written instructions.

1.3 Contract Price

The Contract Price is

Dollars _____

in Canadian funds, which price is the aggregate of the estimated unit quantities multiplied by the Unit Prices, and the Lump Sum Items set out in the executed Bid, including applicable taxes. This Contract Price will be varied as the actual quantities handled vary, and will be subject to adjustments as may be determined in accordance with the Contract Documents.

1.4 Payment

The parties agree that the Contractor shall, in full consideration for the performance of all of its obligations and services (the Work), be paid for such obligations and services in accordance with the provisions of the Contract.

1.5 Insurance

The Contractor's insurance obligations are as specified in Section 2.18 – Insurance.

1.6 Proper Law and Jurisdiction

The Contract shall be governed and construed under the laws in force in the Province of Ontario, including the federal laws of Canada applicable therein, without regard to conflict of law rules. The courts having exclusive supervisory jurisdiction with respect to matters relating to this Contract, other than with respect to enforcement, shall be the courts of the Province of Ontario. The Contractor hereby specifically agrees that any order or award obtained in any arbitration relating to this Contract can be enforced in the courts of any jurisdiction in which the Contractor carries on business, has offices or has assets, and the Contractor hereby consents to same.



CITY OF KENORA
2025 Airport Road Ditching Program
UNIT PRICE CONTRACT

00500

1.7 Addresses for Notices

All communications in writing between the parties, or between them and the City's Representative, shall be delivered or sent to the individual, or a member of the firm, or on to an officer of the party for whom they are intended to the address below. Such notices shall be deemed to be received if delivered, or, when delivered, or, if sent by prepaid mail or courier, when they should in due course of mail or courier service be delivered. Although the parties may use electronic communications for the purposes of general communication, email will not be used for delivery of a notice as required or called for under this Contract.

The City at:

60 Fourteenth Street North, KENORA, ON, P9N 4M9

With a copy to the City's Representative at:

N/A (CITY ISSUED)

The Contractor at:

1.8 Succession

This Contract shall be binding upon and endure to the benefit of each of the parties hereto, their respective heirs, legal representatives, successors and permitted assigns.

[Signature page follows]



CITY OF KENORA
2025 Airport Road Ditching Program
UNIT PRICE CONTRACT

00500

1.9 Signatures

In witness whereof the parties hereto have caused this Contract to be properly executed.

FOR LIMITED COMPANY

The Corporate Seal of

the Corporate Seal of

(City)

(Contractor)

Was hereunto affixed in the presence of:

was hereunto affixed in the
presence of:

(Clerk)

(Authorized Signing Officer)

(Mayor)

(Witness)

(Seal)

(Seal)



CITY OF KENORA
2025 Airport Road Ditching Program
UNIT PRICE CONTRACT

00500

FOR INDIVIDUAL OR PARTNERSHIP

Signed, Sealed and Delivered By

(City)

(Contractor)

(Clerk)

(Signature)

(Mayor)

(Seal)

(Seal)

In the presence of:

(Witness Signature)

Name: _____

Address: _____

Occupation: _____

2. GENERAL CONDITIONS OF THE CONTRACT (00700)

2.1 Definitions

"Bid" shall mean the documents prepared and submitted by the Bidder in response to the Tender.

"Bidder" shall mean each individual, partnership, company, corporation, joint venture or any other entity who receives the Bid Documents in contemplation of submission of a Bid.

"Bid Documents" shall mean the documents prepared and furnished by the City's Representative and received by each Bidder as part of the Tender.

"Bid Security" shall mean a bid bond in the amount as specified in the appropriate Section of this document

"Bid Period" shall mean the period of time from when the City's Representative first makes available the Bid Documents until the Closing Time.

"Calendar Days" shall have the meaning ascribed to such term in Section 8.3.3 – Calculation of Calendar Days.

"Clearance Certificate" or **"CC"** shall mean a safety certificate relevant to construction industry and which is recognized by Workplace Safety and Insurance Board (WSIB) Ontario.

"Change" shall mean any change and may include and/or consist of any one or more of the following

An addition, omission, modification, alteration, substitution, change, deduction, delay or cancellation of the Work, or any change to the Work Schedule;

A change to the character or quality of any Products or supplies described in the Contract Documents; and

Execution of additional work.

"Change Order" shall have the meaning ascribed to such term in Section 2.7.1 Change Orders

"City" shall mean Corporation of the City of Kenora, Ontario.

"City's Representative" shall mean person appointed by the City, also referred to herein as "Contract Administrator".

"Completion Date(s)" shall mean the date and/or dates specified for final completion of all or portions of the Work as identified in Article 13.0 COMMENCEMENT AND COMPLETION OF THE WORK of the Instructions to Tenderers.

"Consent of Surety" shall mean the consent form required to be executed by the surety as set out in Article 9.0 TENDER DEPOSIT of the Instructions to Tenderers.

"Contract" shall mean the Unit Price Contract together with all those Contract Documents listed in Section 1.2 – Contract Documents and includes the Instructions to Tenderers, Tender Form and Unit Price Schedule, and Submission Documents, as applicable.

"Contract Design Change Proposal" shall have the meaning ascribed to such term in Section 2.7.3 – Contractor Change Requests and Proposals.

"Contract Documents" shall mean all documents relating to the Work issued by or through the City's Representative that are incorporated into the Contract and all variations and modifications issued by or approved by the City's Representative, including all amendments thereto incorporated before their execution as agreed upon between the parties in writing.

"Contract Price" shall originally mean the sum stated in Section 1.3 – Contract Price of the Unit Price Contract which sum may be adjusted from time during the progress of the Work pursuant to a Change Order.

"Contract Security" shall mean the Performance Bond, the Labour and Material Payment Bond or any other security that may be required by the City pursuant to the terms and conditions of the Contract Documents from time to time.

"Contract Term" shall mean the time period from the date of execution of this Contract first written above in Section 1 – Unit Price Contract until the date of specified in the Final Acceptance Certificate for all of the Work.

"Contractor" shall mean the party of the second part, as named in the Contract Agreement, who has been duly appointed and authorized by the City to proceed with Works as outlined herein.

"Deficiency Holdback" shall mean the City's Representative estimate of the cost of completing deficiencies in, or correcting defects in the Work.

"Engineering Documents" shall mean drawings, plans, models, designs, specifications, reports, photographs, computer software if proprietary to the City or City's Representative, surveys, calculations and other data, including computer print outs, contained in the Contract or which are otherwise used in connection with the Project, and which were prepared by or on behalf of the City's Representative and are instrument of service for the execution of the Work.

"Final Acceptance Certificate" shall mean the certificate issued by the City's Representative in accordance with Section 2.14.7 – Final Acceptance Certificate.

"Final Payment" shall mean all sums due to the Contractor when terms and conditions of the Contract appear to be complete, except for the requirements of the provisions as to Warranty.

"Force Majeure Event" means any event or circumstance which:

is not within the reasonable control of the party (the **"Affected Party"**) claiming it is affected by an event or circumstance; and does not arise by reason of the negligence or default of the Affected Party; and includes:

acts of God, including action of the elements, epidemics, landslides, earthquakes, floods, or natural disaster; industry-wide and provincial-wide strikes, work stoppages, restraints of labour, or other industrial/labour disturbances; acts of the public enemy, including wars which are either declared or undeclared, terrorism, blockades and insurrections; the refusal of or delay in obtaining any necessary applicable permits required to perform the Work provided that the Affected Party has acted in a timely and reasonable manner in endeavoring to secure them; and any act or failure to act by federal or provincial governments or any authority; the term Force Majeure Event does not include the following:

- A lack of funds or inability to pay amounts owed under this Contract for any reason whatsoever or an inability to use available funds;
- The default or delay of any contractor of, or contractor to, a party (except where constituting, caused by or arising out of an event or circumstance which satisfies the requirements of subsections above;
- Cyclones, tornados, floods or natural disasters which are reasonably foreseeable to occur within a 100 year cycle in the geographical region of the Place of the Work and for which reasonable precautions can be taken to prevent or overcome the effect of;

- Shortages of labour (other than under subsection above and accommodation that may affect the establishment, operation or maintenance of the Project;
- A mechanical breakdown (except where constituting, caused by or arising out of an event or circumstance which satisfies the requirements of subsections above);
- non-availability of materials or equipment or other resources, other than materials or equipment that is unavailable due to an event that affected a Subcontractor and that, if it had happened to a party hereunder, would have come within the scope of subsections above); or
- Seasonal conditions of any access roads to the Place of the Work.

"Hazardous Substances" shall mean any toxic or hazardous solid, liquid, gaseous, thermal, or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds and hazardous and special materials and wastes whether or not defined as such in any federal, provincial, territorial or municipal laws, statutes or regulations.

"Insurance Certificate(s)" shall mean any certificate of insurance evidencing that the Contractor is insured in accordance with the provisions of Section 2.18 – Insurance or as may be directed by the City's Representative from time to time.

"Labour and Material Payment Bond" shall mean the bond issued in the name of the City as specified in Article 10.0 PERFORMANCE AND LABOUR AND MATERIAL BONDS of the Instructions to Tenderers. to assure the Contract makes payment to all parties it is contracted to for the performance of the Work on the standard bond form - Canadian Construction Association Document No. (S) 22 or as acceptable to The City.

"Law(s)" shall mean all applicable laws, rules, regulations, by-laws, codes, or other governmental provisions having the force of laws, however designated, whether federal, provincial, regional or local, and whether legislative, judicial or administrative in origin, applicable at any time to the Work, and includes laws of equity.

"Liabilities" shall mean any and all actions, causes of action, prosecutions, charges, orders, claims, damages, losses, liabilities (including in connection with the death of or injury to any individual or damage to or loss of any property, including property of the City), costs and expenses (including legal fees and expenses and court costs on a solicitor and own client basis), fines, penalties, royalties or other payments.

"Lump Sum Item(s)" shall mean those items identified as "lump sum" (L.S) under the unit price column in APPENDIX "ONE" – TENDER FORM AND UNIT PRICE SCHEDULE.

"Net Cost" shall mean the proven cost of Products, including labour (including actual worker's pay), Workers' Compensation Insurance, Canada Pension Plan, workers' premium for Unemployment Insurance, holiday pay and medical benefits, payments to a proportionate part of the wages of foremen, plant and tools, equipment rental, and other costs, as applicable to the item being costed.

"Notice of Award" shall mean the written notice provided by the City's Representative to the successful Bidder stating that the City intends to enter into the Contract with that Bidder.

"Notice to proceed" shall mean the written or verbal conformational notice provided by the City's Representative to the Contractor specifying the time period in which the Contractor is to commence the Work.

"OH&S Act" means the *Occupational Health and Safety Act* (Ontario), all regulations promulgated thereunder, and all adopted codes made and adopted thereunder, as amended from time to time.

"Other Project Participant" shall mean a person, firm or corporation employed by, or having a separate contract directly or indirectly with the City, for work on the Project other than the Work as specifically described by this Contract.

"OTM" means the Ontario Traffic Manual, all regulations and codes promulgated thereunder, and all adopted codes made and adopted thereunder, as amended from time to time.

"Performance Bond" shall mean the bond issued in the name of the City as specified in Article 10.0 PERFORMANCE AND LABOUR AND MATERIAL BONDS of the Instructions to Tenderers. to assure the faithful performance of the Contract, including any corrections to the Work under Warranty on the standard performance bond form - Canadian Construction Association Document No. (S) 21 or as acceptable by The City.

"Person" shall include any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency or instrumentality, unincorporated body of persons or association.

"Personnel" shall mean in relation to any Person, the employees, officers, directors, consultants and agents of such Person and includes in the case of the Contractor, its Subcontractors and Subcontractors' employees, officers, directors, consultants and agents engaged in the performance of the Work in respect of the Project.

"Place of the Work" shall mean the site or location of the Work, designated in the Contract Documents.

"Products" shall mean all materials, machinery, equipment and fixtures forming, or intended to form, the completed Work or a part thereof, but excludes machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

"Prime Contractor" shall mean the "Constructor" as defined in the Occupational Health and Safety Act, Ontario Ministry of Labour.

"Progress Payment Certificate" shall mean the certificate issued by the City's Representative to the City on a monthly basis during the performance of the Work describing the payments to be made to the Contractor.

"Project" shall mean the total endeavor contemplated in this Contract of which the Work may be the whole or a part.

"Project Documents" shall have the meaning ascribed to such term Section 2.11 – Ownership of Documents and Models.

"Provisional" shall have the meaning for items that have been arranged for the present Work that may or may not be required, or scope of work that is undefined.

"Remedial Work" shall have the meaning ascribed to such term in Section 2.14.3 – Remedies for Breach of Warranty.

"Shop Drawings" shall mean drawings, diagrams, illustrations, schedules, performance charts, technical brochures and other data that are to be provided by the Contractor or by others to illustrate details of a portion of the Work.

"Subcontractor" shall have the meaning ascribed thereto in the *Construction Act R.S.O. 1990, c. C.30* (Ontario).

"Substantial Completion Certificate" shall mean the certificate issued by the City's Representative certifying that the Work has been completed by the Contractor, except for the requirements of the provisions as to Warranty in accordance with Section 2.8 – Substantial Performance and 2.8.2 Substantial Completion Certificate.

"Substantial Performance" shall mean when all Work or a portion thereof (excluding Work required during the Warranty Period) has been completed by the Contractor in accordance with the specifications and plans such that the Work is ready for use or is being used for the purpose intended and is so certified and/or accepted by the City's Representative.

"Tax" or "Taxes" shall mean all taxes, however denominated, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any taxing authority, which taxes shall include all income or profits taxes (including, but not limited to, federal income taxes and provincial income taxes), capital taxes, withholding taxes, payroll and employee withholding taxes, employment insurance (including provincial health insurance, old age benefits, welfare funds, pensions and annuities and disability insurance), social insurance taxes, sales and use taxes, goods and services tax, value added taxes, ad valorem taxes, excise taxes, customs duties, tariffs, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing (together with any penalties, interest or other similar amounts thereon);

"Total Completion" shall mean that the Work has been completed, except for the requirements of the provisions as to Warranty.

"Warranty Period" shall mean:

- a) in relation to Work performed before the Substantial Completion Certificate is issued, a period of one (1) year commencing on the date the Substantial Completion Certificate is issued; and
- b) In relation to Work performed after the Substantial Completion Certificate is issued, a period of one (1) years commencing on the date that Work is fully completed.

"Work" means the services and obligations to be performed by Contractor as provided in the Contract Documents and includes the provision of all labour, supervision and equipment required, in accordance with the Contract Documents, and further includes any work that is not expressly described in the Contract Documents, but which is nevertheless necessary for or ancillary to the proper execution of the work, including the construction work required by this Contract.

"Work Schedule" shall have the meaning ascribed to such term in Section 2.6.2 – Work Schedule

"Working Day" shall mean 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. Reference to a day, other than a Working Day, indicates a calendar day.

"Work Product" shall have the meaning ascribed to such term Section 2.11 – Ownership of Documents and Models.

"Unit Price Contract" means the covering agreement titled Unit Price Contract to which all Contract Documents are attached.



"Unit Prices" shall mean those prices identified under the unit price column in APPENDIX "ONE" – TENDER FORM AND UNIT PRICE SCHEDULE for each individual Bid item.

"Utilities" shall mean utilities and facilities that are located on, in or near the property, continued within the proposed work and that may be affected by the construction, and shall include, but not be limited to, pipelines, drainage works, irrigation works, water works, sewage works, power facilities, telephone facilities, cable facilities and related appurtenances.

2.2 Conflict in Documents

The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

In the event of any conflict between the Contract Documents, the following shall apply:

Documents of later date shall govern over earlier documents of the same classification;

Figured dimensions shown on the drawings shall govern even though they may differ from scaled dimensions;

In the event that two (2) or more plans show conflicting information, the information on the most recently dated plan shall govern;

Drawings of larger scale shall govern over those of smaller scale;

Specifications shall govern over drawings;

Except for Supplementary Specifications (if any) and the Unit Price Contract section, the General Conditions of the Contract shall govern over all other sections of Contract;

Supplementary Specifications, where included in the Contract Documents, shall govern over the General Conditions of the Contract;

The Unit Price Contract section shall govern over all documents; and

Any Law, technical and manufacturer's standard, or code of practice referred to in the Contract Documents shall be the version current at the time any such Law, technical and manufacturer's standard, or code of the Contract is being interpreted.

2.3 Specification and Guidelines

Local Design Guidelines, Standards and General Construction Specifications shall form part of these specifications and Contract Documents. In an event of a conflict between the Local Design Guidelines, Standards and General Construction Specifications and these specifications, the more stringent requirement shall govern.

2.4 Administration of the Contract

City's Representative

The City's Representative shall be authorized and empowered to bind the City in respect of any matter or thing arising in respect of this Contract and shall be authorized, without limitation, to:



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Reject any Products supplied by the Contractor, or any part of the Work, which in the opinion of City's Representative is defective or fails to comply with the requirements of the Contract Documents;

Approve, in whole or in part, or reject the Contractor's applications for payment;

Advise the Contractor with respect to the Work, including the administration of Change Orders;

Make determinations concerning the cause of any delay or whether an extension of time for completing the Work will be given; and

Order that the Contractor stop carrying out the Work, or any portion thereof, should the Contractor fail to comply with the Law or environmental protection requirements of the Contract Documents.

The City's Representative shall be authorized to resolve any conflicts that exist within the Contract Documents, which decisions shall be made in writing. The City's Representative shall be the interpreter of the requirements of the Contract Documents and shall make findings as to the performance thereunder by the Contractor. The Contractor shall notify the City's Representative, in writing, within five (5) Working Days should the Contractor hold that a decision by the City's Representative is in error or at variance with the Contract Documents. If the question of error or variance is not resolved within five (5) Working Days, and the City's Representative decides that the Work in dispute shall be carried out, the Contractor shall act according to the City's Representative's written decision.

The City's Representative shall be authorized to represent and act for and on behalf of the City in connection with this Contract, to exercise all the rights granted to the City and to seek all the remedies available to the City under this Contract on behalf of the City. Any direction, request or document issued by the City's Representative shall be treated for all purposes under this Contract as having been issued by the City. All communications (whether written or oral), relating to this Contract including submittals and requests for authorization or approval, shall be addressed by the Contractor to the City's Representative, notwithstanding that the provisions of this Contract may refer to the City.

The City's Representative will not, except by written notice to the Contractor, stop or delay any part of the Work pending instructions or proposed changes in the Work.

If the City removes or replaces the City's Representative, the City shall appoint a City's Representative whose status, under the Contract, shall be that of the former City's Representative.

Nothing contained in the Contract Documents shall create any contractual relationship between the City's Representative and the Contractor.

2.5 City

City's Responsibilities

The City will promptly fulfill all of the City's responsibilities so as not to impede the Contractor's orderly performance of the Work.

The City will promptly consider requests by the Contractor for directions or decisions and diligently inform the City's Representative of the City's direction or decision within a reasonable time so as not to delay the Work.



The City will not enter into contracts with Other Project Participants that are incompatible or inconsistent with the Work to be provided under this Contract.

City's Property

The City shall indemnify and hold harmless the Contractor from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract that are attributable to lack of title or a defect in the title, to the Place of the Work.

Materials at the Place of the Work not supplied by the Contractor, whether existing structures, vegetation, top soil, gravel, sand or other excavated or piled materials, are the property of the City or of the City of the land on which the Work is located. Only those materials specifically noted in the specification or on drawings as belonging to the Contractor shall become the Contractor's property.

City's Right of Entry

The City and City's Representative shall have the right to enter, occupy, and use the Work, in whole or in part, at any time before completion of the Contract, if such entry, occupation and use does not prevent or interfere with the performance of the Work by the Contractor.

Such entry, occupation and use shall neither be considered as acceptance of the Work by the City nor shall it relieve the Contractor of responsibility to complete the Work in accordance with this Contract.

2.6 Execution of the Work

Contractor's Responsibilities and Control of the Work

The Contractor shall be prepared to begin the Work outlined in the Contract Documents in accordance with the Work Schedule.

Contractor shall perform work expeditiously and with adequate forces to achieve interim and Total Completion within the Contract Term. The Contractor shall meet each of the following Completion Dates or be liable for liquidated damages in each instance for failure to do so as provided in Section 8.9 - Liquidated Damages.

The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work to ensure conformance with the Contract Documents. The Contractor shall be solely responsible for all the construction means, methods, techniques, sequences and procedures, and for coordinating all parts of the Work.

The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities, and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered engineering personnel skilled in the appropriate discipline to perform these functions, where required by Law or by the Contract Documents, and in all cases where such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

Notwithstanding the foregoing, the Contractor acknowledges that the City has appointed the City's Representative to administer this Contract for and on behalf of City and that the City's



Representative shall have the right to guide the Contractor with respect to the performance of its obligations pursuant to the terms of this Contract.

Work Schedule

The Contractor shall, within seven (7) days after execution of this Contract, prepare and submit to the City's Representative for review and approval, the following schedules:

A Gantt chart depiction of proposed project schedule;

A schedule of all Shop Drawings and submittals required

A schedule of material deliveries; and

A schedule of construction phases,

(Collectively, the "**Work Schedule**").

The Work Schedule shall show dates of commencement and completion of various parts of the Work, ordering and delivery dates of product, phasing and timing for various subcontracts, and all other detailed information, to the satisfaction of the City's Representative. Once accepted by the City's Representative, the Work Schedule shall be changed only in accordance with Section 2.7 Changes in the Work.

An updated Gantt chart shall accompany each monthly invoice.

If at any time the Contractor has been granted additional time under Section 2.7 Changes in the Work or Section 2.9 – Delays, it shall forthwith submit a revised Work Schedule to the City's Representative for review and approval, and same shall be in sufficient detail, to the satisfaction of the City's Representative.

The City reserves the right to withhold payment from the Contractor if such Work Schedule is not submitted within the seven (7) days provided above or, in the case of a Change Order, if a revised Work Schedule is not submitted prior to the next application for payment.

Progress Reports

The Contractor shall maintain an accurate record of the progress of the Work and shall, each week, submit such record to the City's Representative on the last Working Day of the week.

Place of the Work

Superintendence

The Contractor shall employ a competent superintendent who shall be in attendance at the Place of the Work at all times while the Work is being performed. If the superintendent is not at the Place of the Work, the Work is to cease. The superintendent shall represent the Contractor at the Place of the Work, and directions given to him shall be held to have been given to the Contractor. Directions may, at the sole discretion of the City's Representative, be confirmed by the City's Representative in writing to the Contractor.

The superintendent shall be satisfactory to the City's Representative and shall not be changed by the Contractor except for good reason, and only then after consultation with, and agreement by, the City's Representative.

The City or the City's Representative, at its sole discretion, shall have the authority to order the removal from the Place of the Work of any superintendent, supervisor, foreman or other employee at the Place of the Work should the City or the City's Representative consider such person detrimental to the progress or quality of the Work. Any person so removed shall not be re-employed at the Place of the Work by the Contractor or by a Subcontractor.

Access

Necessary access or easements to the Place of the Work will be arranged by the City and the Contractor shall have use of this access for the purposes of this Contract. Any such use shall not interfere with operations of the City, any Other Project Participant or persons employed by the City, or with the rights of any other Persons.

The Contractor may wish to arrange for special easements, or special use of adjoining or neighbouring public or private properties, for the purpose of expediting the Work. The Contractor shall hold the City and the City's Representative harmless from any claims arising from use thereof.

Use of Place of the Work

The Contractor shall confine its equipment and plant, storage of materials and its operations to limits indicated by Laws, ordinances, permits, the Contract Documents or by specific direction of the City's Representative, and shall not unreasonably encumber the Place of the Work.

The Contractor shall protect the Work, the City's property and all property adjacent to the City's property from damage that may arise as a result of the Contractor's actions and shall be responsible for any damage to the same as a result of the Contractor's performance of the Work in accordance with Section 2.15 – Liability and Indemnity.

The Contractor shall not interfere in any way with the work or scheduling of any Other Project Participant or employee of the City. In order to avoid or minimize such interference, the City's Representative may, in its absolute discretion, establish schedules or methods and shall notify the Contractor accordingly. The Contractor shall, without receiving any additional payment, comply with the schedules or methods established by the City's Representative.

Snow Removal

The Contractor shall remove snow and ice from access roads, parking areas, office and storage areas. The Contractor shall remove snow and ice from other surfaces, as necessary for construction.

Inspection of the Work

The City, the City's Representative and their respective authorized representatives shall have access to the Place of the Work at any time for inspection of the Work. The Contractor shall cooperate and provide sufficient, safe and proper facilities for such access and review of the Work by the City and the City's Representative and the inspection of the Work by authorized agencies.

If special tests, inspections or approvals are required by the Contract Documents, the City's Representative's instructions or by Law, the Contractor shall give the City's Representative and where applicable, the relevant authorized authority, adequate prior notice of when such Work will be ready for review and inspection. Inspection by the City's Representative will be made promptly. Inspections by other authorities shall be arranged by the Contractor and the Contractor shall notify the City's Representative of the date and time that such inspection is scheduled. The Contractor

shall furnish, promptly to the City's Representative, two (2) copies of all certificates and inspection reports relating to the Work.

If, without the approval of the City's Representative or, where applicable, the authorized authority, the Contractor covers, or permits to be covered, any of the Work that is subject to special tests, inspection or approval before any such special tests and approvals are completed, the Contractor shall, if so directed, uncover such Work, to have the inspections or tests satisfactorily completed and thereafter recovered the Work at the Contractor's sole risk and expense.

The City's Representative may direct examination of Work beyond the usual inspections of the City's Representative. If such Work is found to be in accordance with the Contract Documents, the City shall pay the cost of such examination and, where applicable, recovering the Work.

2.7 Changes in the Work

Change Orders

The City may, but only through the City's Representative, without invalidating the Contract, make a Change by issuing a written change order ("**Change Order**") to the Contractor, which may, at the City's Representative's discretion, include adjustment of the Contract Price or Work Schedule. Subject to valuation pursuant to Section 2.7.2 – Valuation and Certificate of Changes in the Work, where applicable, the Contractor shall provide notice of whether it agrees with any such Change Order within three (3) Working Days of its receiving the Change Order from the City or the City's Representative. If the Contractor provides notice that it agrees with such proposed Change Order then the City's notice of change shall be effective and this Contract shall be amended as specified in such Change Order. If the Contractor does not respond within such three (3) Working Days it will be deemed to have agreed to the Change Order. If the Contractor provides notice that it disputes such Change Order within such three (3) Working Days, then the City may issue notice requiring the Contractor to comply with the Change Order, in which event the Contractor shall comply with the Change Order, but may refer its dispute with same to dispute resolution pursuant to Section 2.19 – Dispute Resolution. Payment for any additional work outlined in any Change Order shall be as provided therein.

The Contractor shall not make or proceed with any Change in any circumstances unless and until a Change Order has been issued by the City's Representative, provided that in the event of an emergency that the City or the City's Representative determines endangers or may endanger life or property, the Contractor will perform the Work according to oral instructions from the City or the City's Representative, which the City's Representative will confirm in a Change Order as soon as practicable after issuing any such oral instruction. In the case of ordered emergency work, the Contractor shall keep accurate records of actual costs incurred, and any time taken to address such emergency work, in order to support any claim for additional compensation, or any Change to the Work or change to the Work Schedule or Completion Date.

Valuation and Certification of Changes in the Work

If the City's Representative is of the opinion that a Change in the Work is justified, the method of determining the costs of such Change shall be established by the City's Representative in one of, or a combination of, the following methods:

- a) By the Contractor's estimate and acceptance by the City of a lump sum;
- b) By Unit Prices set out in the Contract or subsequently agreed upon by the City and the Contractor;

- c) By the Contractor's net cost and a fixed or percentage fee as provided in the Contract Documents. On labour by the Contractor, twenty percent (20%) (Total) overhead and profit on the actual wage paid to workers will be allowed. All labour will be paid at straight time rates unless overtime is authorized in writing in advance. On material supplied by the Contractor, ten percent (10%) (Total) handling and profit will be allowed. On work of a Subcontractor, ten percent (10%) (Total) overhead and profit will be allowed. On equipment rental, including operator, fuel, grease and maintenance, either locally accepted rental rates or the "Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference – OPSS 127" (latest update of rates when available) will apply. The transportation costs for any equipment which has to be brought to the Place of the Work pursuant to a Change Order will be negotiated. The rental shall be paid for actual hours of use for the Work only.

Whenever practical, notice will be given of a proposed change by the issue of a Proposed Change Notice.

For Changes in the Work paid in accordance with above, the form of presentation of costs and methods of measurement shall be determined by the City's Representative and the Contractor before proceeding with the Change. The Contractor shall keep accurate records of quantities or costs and present an account of the cost of the Change in the Work, together with vouchers, where applicable.

For Changes in Work paid in accordance with above, the Contractor shall quote charges beside each item and attach a complete list breakdown showing separately, materials, labour, and percent mark-up for each item.

When the valuation of Change in Work is to be determined either by estimate and acceptance in a lump sum, or by cost and fixed or percentage fee, the valuation shall be in accordance with the following:

- a) Cost of material required for the change at list price less trade discount plus 5% profit;
- b) Cost of labour and supervision required for the change, including all statutory labour agreement charges as per mutually agreed hourly rates;
- c) Cost of the use of rented or owned equipment required for the change at standard rental rates plus transportation costs plus 5% profit.
- d) If requested, the Contractor shall submit details of quantities, prices and fees as outlined above, together with substantiating documentation.

If the method of valuation or measurement of the Change or modification to the Contract Price cannot be promptly agreed upon, then the City may issue notice requiring the Contractor to comply with the Change Order as issued by the City's Representative, in which event the Contractor shall comply with the Change Order. In the event that either party disputes a Change Order or the modification to the Contract Price therein, the City's Representative shall seek to settle all claims of the Contractor or of the City as soon as practicable. If the City's Representative cannot settle such a dispute either party may refer it to dispute resolution pursuant to Section 2.19 – Dispute Resolution.

Contractor Change Requests and Proposals

If the Contractor requests a Change to the Work, Work Schedule or Contract Price, the Contractor shall prepare and submit to the City's Representative, at no cost to the City, a detailed written

proposal for such proposed Change. If the City's Representative approves such Change proposal, the City's Representative shall, after approval by the City, issue a written Change Order to the Contractor to proceed with the Change. The value of work performed pursuant to the Change Order shall be included for payment with the next Progress Payment Certificate. If the City rejects such Change proposal, the City may instruct the Contractor to re-do the Change proposal, not proceed with any Change or issue a Change Order in accordance with Section 2.7.2 – Valuation and Certification of Changes in the Work.

If the Contractor proposes a Change to the City's Contract design or any component thereof, the Contractor shall prepare and submit to the City's Representative, at no cost to the City. Contract design changes may be accepted or rejected at the discretion of the City and the City's Representative. If the Contract design change is approved and the City and the Contractor have agreed upon the terms and conditions of such alternate design, the City's Representative shall issue a Change Order that reflects such agreed upon change.

2.8 Substantial Performance and Substantial Completion Certificate

Notice of Substantial Performance

When the Contractor is of the opinion that the Work is substantially performed, it shall give written notice to the City's Representative that the Contractor has reached Substantial Performance. The City's Representative shall, on behalf of the City, within five (5) Working Days of receipt of such notice, make an inspection and assessment of the Work. The City's Representative shall, within five (5) Working Days of making an inspection, advise the Contractor, in writing, of (i) any deficiencies in the Work, the costs of completing the Work and/or correcting any Work and, where applicable, a listing of the items of Work that cannot be completed on account of Force Majeure which do not impair the usefulness of the Work for the purposes intended; and (ii) whether a Substantial Completion Certificate will be issued. Thereafter the Contractor shall diligently and forthwith act to remedy any issues with the Work as identified by the City or the City's Representative.

In the event of deficiencies in the Work, in the opinion of the City's Representative, the City's Representative shall, in its absolute discretion, determine the Deficiency Holdback and certify such list of defects and/or deficiencies in the Work.

Substantial Completion Certificate

When the Contractor is of the opinion that they have reached Total Completion of the Work, the Contractor shall give notice to the City's Representative identifying the date of Total Completion. Within five (5) Working Days of receipt of such notice, the City's Representative shall inspect and review the Work and shall either;

- a) issue a Substantial Completion Certificate, stating that the Work is ready for use, or is being used for the purposes intended, and indicate the Warranty Period; or
- b) Advise the Contractor of the reasons the Work is not fully complete.

Thereafter, the Contractor shall diligently and forthwith act to remedy any issues with the Work as identified by the City or the City's Representative, and thereafter may re-apply for a Substantial Completion Certificate in the manner hereinbefore provided. The issuance of the Substantial Completion Certificate shall not relieve the Contractor of any obligations pursuant to the Contract Documents.

2.9 Delays

City's Delay

If, in the opinion of the City's Representative, the Contractor is delayed in the performance of the Work or any part thereof as a result of any act, error or omission of the City, the City's Representative or any of their respective Personnel, the Contractor shall immediately, and in any event not later than five (5) days after the commencement of the delay, give written notice thereof to the City's Representative setting out in detail the cause of the delay and the effect of the delay on the Contractor's ability to carry out the Work, including the number of its Personnel made idle by such delay and the effect any such delay will have on the Work Schedule and any other matters the Contractor deems relevant.

If the City's Representative determines that the delay was caused by the City, the City's Representative or any of their respective Personnel, and that it affects the Contractor's ability to carry out the Work, the City's Representative may, by way of an issuance of a Change Order at its sole option and discretion, modify the Work Schedule, or otherwise extend the Construction Completion Date by an amount necessary to overcome the time lost as a result of the delay.

Bidders are advised that, should a labour dispute and/or job action occur involving City of Kenora municipal employees, during any of the time work is to be performed, it remains a requirement of the successful bidder/contractor that all works related to the project continue without interruption, and that the project be completed within the timelines detailed in the tender.

Contractor's Delay

If the Contractor fails to perform the Work in accordance with the requirements of the Work Schedule or if the Contractor fails to comply with any Laws or OH&S Act requirements, including those set forth in this Contract, which results in an order that the Contractor immediately stop the Work or any part thereof or pursuant to the order of any authority, and, in the sole opinion of the City or the City's Representative, it appears that as a result of the foregoing the Contractor will not be able to meet the dates set out in the Work Schedule, the City or the City's Representative may request that the Contractor work overtime, acquire and utilize necessary additional equipment, hire additional qualified manpower or perform other acts as may be necessary to accelerate the progress of the Work so that it is done in accordance with the dates and time frame set out in the Work Schedule, at the sole expense of the Contractor. Night work will not be permitted and Work on Saturday and Sunday shall be in accordance with the Kenora bylaws where performance of the Work is being completed.

If such stop work order was not issued as a result of any act or fault of the Contractor or its Personnel, then the Work Schedule shall be adjusted or Completion Date extended as determined by the City or City's Representative.

Force Majeure Delay

Force Majeure Event

If the Contractor is rendered unable, wholly or in part, by a Force Majeure Event to carry out its obligations under the Contract, other than its obligations to make payment of money due hereunder, the Contractor shall give written notice to the City's Representative stating full particulars of such Force Majeure Event as soon as possible after the occurrence thereof, but in any event no later than five (5) days after the commencement of the Force Majeure Event. The



obligations of the Contractor that cannot be performed because of the Force Majeure Event shall be suspended during the continuance of any inability caused by the Force Majeure Event, provided that the Contractor takes all reasonable action to either remedy the effect of the Force Majeure Event or resume the performance of the suspended obligations with all reasonable dispatch.

Extension of the Completion Date

If the Work is suspended as a result of a Force Majeure Event and the City's Representative on investigation determines that the suspension will affect the Contractor's ability to attain Total Completion by the Completion Date, the City's Representative may, at its sole option and discretion, by way of a Change Order, extend the time for attaining Total Completion or extend the Completion Date by an amount equivalent to the duration of the suspension of Work caused by the Force Majeure Event.

No Increase to the Contract Price

If the time for attaining a Substantial Completion Certificate is extended pursuant to Section 2.9.3 – Force Majeure Delay, the Contractor shall not be entitled to an increase in the Contract Price, including payment of any costs incurred by the Contractor as a result of the suspension of Work. Where the Contractor experiences a Force Majeure Event and sends a written notice, such Force Majeure Event shall only excuse the Contractor's obligations for that portion of the Work that is directly affected by the Force Majeure Event.

No extension of the Contract Term shall be considered for delay unless written notice of claim is given to the City's Representative within fourteen (14) days of the commencement of the basis for such a claim.

2.10 Default and Termination

City's Right to Terminate for Default

In addition to any other right or remedy that the City may have at Law, or otherwise, City shall have the right to terminate the Contractor's right to perform any or all of the Work or may terminate the Contract, by providing written notice to the Contractor in the event:

the Contractor becomes insolvent or unable to pay its debts generally as they become due, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or should a receiver be appointed on account of its insolvency, or should it take advantage of any legislation for the benefit of insolvent persons, or enter into any arrangement with its creditors, in any which case the Contract shall terminate immediately on issuing such notice; or

The Contractor, in the opinion of the City or City's Representative in its sole discretion:

Is neglecting to execute the Work properly or in accordance with the Work Schedule;

Is failing, or has failed, to perform any provision of the Contract;

Refuses or fails to supply sufficiently skilled workers, provide proper workmanship, supply sufficient or proper Products, construction machinery or equipment;

Persistently disregards Law or ordinances, or the City's Representative's instructions; or

Otherwise violates to a substantial degree the provisions of the Contract,

and the Contractor has failed to correct such failure or default within five (5) Working Days (or such other time as specified in the notice) of

receipt of notice; provided however, if the failure or default is such that, in the opinion of the City's Representative, it cannot be corrected within the time specified in the notice, the Contractor shall be deemed to have complied with the notice if the Contractor:

Commences the correction of the failure or default within the time specified in the notice; and

Furnishes the City's Representative with a schedule for such correction, acceptable to the City's Representative, within the time specified and completes such correction within the time or times set forth in such schedule.

If the City terminates the Contract or the Contractor's right to perform the Work in accordance with this Section 2.10.1 – City's Right to Terminate for Default, the City is entitled:

- a) to take possession of the Place of the Work and Products thereon and utilize the construction machinery and equipment, the whole subject to the rights of third parties, and to finish the Work by whatever methods the City may deem expedient but without undue delay or expense;
- b) To withhold any further payment to the Contractor until the Work has been completed in accordance with this Contract;
- c) upon Total Completion of the Work, charge the Contractor the amount by which the full cost of finishing the Work, as certified by the City's Representative, including compensation to the City's Representative for additional services and a reasonable allowance as determined by the City's Representative to cover the cost of any corrections which may be required by General Conditions Section 2.14 - Warranty, exceeds the unpaid balance of the Contract Price, or, if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference; and
- d) on expiry of the Warranty Period or periods, charge the Contractor the amount by which the cost of corrections under General Conditions Section 2.14 - Warranty exceeds the allowance provided for such corrections, as described in c) above, or, if the cost of such corrections is less than the allowance, pay the Contractor the difference.

Termination at City's Discretion

The City may, at any time, and for any reason, in its discretion, terminate the Work or any part thereof by giving written notice to the Contractor, whether or not the Contractor is in default. If the City terminates the Work in accordance with this Section 2.10.1, the Contractor shall be entitled to compensation for only the portion of the Work performed by the Contractor to the date of termination, subject to any claims the City may have arising therefrom under this Contract, at Law or otherwise.

Contractor's Right to Terminate

In addition to any other right or remedy that the Contractor may have at Law, or otherwise, the Contractor may terminate the Contract by providing written notice to the City, with a copy to the City's Representative, in the event:

- a) the City becomes insolvent or unable to pay its debts generally as they become due, commits any act of bankruptcy, makes a general assignment for the benefit of creditors,

or should a receiver be appointed on account of its insolvency, or should it take advantage of any legislation for the benefit of insolvent persons, or enter into any arrangement with its creditors, in any which case the Contract shall terminate immediately on issuing such notice;

- b) the Work should be stopped or otherwise delayed for a period of thirty (30) days or more under an order of any court, or other public authority, provided such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, or acting on their request; or
- c) the City fails to pay to the Contractor within forty-five (45) days of the issue date of any Progress Payment Certificate, subject always to the City's rights under Law or this Contract to withhold payment or make deductions; provided such written notice shall advise the City that if such default is not corrected within ten (10) Working Days from the City's receipt of the written notice, the Contractor may, without prejudice to any other right or remedy the Contractor may have, terminate the Contract.

If the Contractor terminates the Contract under the provisions of Section 2.10.3 (b) set out above, the Contractor shall be entitled to be paid for all Work performed up to the date of termination. The City's Representative shall, in its absolute discretion, certify the value of such Work to the said date. If the Contractor terminates the Contract under the provisions of Section 2.10.3 (a) or (c) set out above, the Contractor shall also be entitled to two and one half percent (2 1/2%) of the difference between such value and the Contract Price, if such value is less than fifty percent (50%) of the Contract Price, and to five percent (5%) of the difference between such value and the Contract Price, if such value is fifty percent (50%) or more of the contract Price, in lieu of all other claims for damages.

2.11 Ownership of Documents and Models

The Contractor agrees that all reports, surveys, studies, specifications, memoranda, drawings, other documents, work products and materials furnished by the Contractor, or by any Subcontractor to the Contractor ("**Project Documents**"), and used in the performance of the Work shall be the sole and exclusive property of the City or for use by the City for any purpose without any additional compensation to the Contractor or any Subcontractor and shall be immediately delivered to the City upon the City's written request. The Contractor shall not and shall cause its Subcontractors not to release or publish any data or documents used in the performance of the Work without the prior written consent of the City.

Other than as may be required for the performance of the Work hereunder, nothing in this Contract shall be construed as granting the Contractor any license or other right to use any intellectual or other property that the City, the City's Representative or their respective Personnel may now or hereafter own, possess, or in which the City, the City's Representative or their respective Personnel may hold licensing rights. The Engineering Documents are not to be used on any other project without the prior written consent of the City's Representative.

In addition, the parties agree that all work product, materials, documents and intellectual property (including without limitation all inventions, designs, ideas, discoveries, works, creations, patents, copyrights and trade-marks) and all intellectual property rights or other rights relating thereto developed by the Contractor or its Personnel during the course of, or in connection with, the performance of the Work, by the Contractor or its Personnel (collectively "**Work Product**") shall be the property of, and owned by, the City. The Contractor agrees that it has no Ownership rights of any kind therein.

The Contractor hereby assigns and, upon performance of each element of the Work, automatically assigns, to the City all of the Contractor's and its Personnel's right, title and interest, if any, in the Project Documents and Work Product. This assignment includes any and all rights to secure any intellectual property, patent, trade-mark, copyright, industrial design or other registrations (including any renewals or extensions thereto) with respect of the Work Product. The Contractor hereby unconditionally and irrevocably waives, and shall cause its Personnel to unconditionally and irrevocably waive, all moral rights of the Contractor or its Personnel that exist or may exist in any Work Product. The Contractor shall, upon the City's request, obtain from each and every one of its Personnel any agreement or assignment required to confirm Ownership rights in the Project Documents and Work Product in favour of the City, the licenses granted herein and the waiver of all moral rights therein.

If Contractor or its Personnel incorporate into any Project Documents or Work Product any pre-existing intellectual property owned by the Contractor or its Personnel or in which the Contractor or its Personnel has an interest, the City is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, sell, license (at any level) and in any other way exploit such pre-existing intellectual property as part of or in connection with such Project Documents or Work Product, without obligation to account to, or obtain consent from, the Contractor or its Personnel.

2.12 Subcontractors and Other Project Participants

Subcontractors

The Contractor agrees to incorporate in each subcontract, to the extent applicable, the terms and conditions of this Contract along with the requirement that no Subcontractor shall further subcontract any portion of its work without first receiving the written approval of the City's Representative, and a provision permitting the assignment of any such subcontract from the Contractor to the City.

The Contractor shall provide to the City a complete list of all of its Subcontractors prior to the commencement of the Work and the City and the City's Representative reserve the right to reject any Subcontractor or to require the termination of any subcontract at any time, and for any reason in the discretion of the City or City's Representative, including if, in the opinion of City or City's Representative, the Subcontractor is not capable of performing the Work in accordance with the requirements of the Contract Documents or fails to perform the Work in accordance with the requirements of the Contract Documents. As of the date hereof, the City has approved those Subcontractors listed in APPENDIX "TWO" – SUBMISSION DOCUMENTS. Subsequent approvals of Subcontractors by the City or the City's Representative must be in writing.

The City's approval of any Subcontractor shall not create any relationship whatsoever between the City and the City's Representative and any Subcontractor, but the Contractor shall be and remain fully liable to the City as if no such subcontract had been approved by the City.

Notwithstanding anything to the contrary contained herein, the Contractor shall remain fully responsible to the City for any act, omission, indebtedness, or Liabilities of any of the Contractor's Subcontractors and of any Personnel either directly or indirectly employed by its Subcontractors. The Contractor agrees to preserve and protect the rights of the City under the Contract with respect to any Work to be performed by Subcontractors.

Other Project Participants

The City reserves the right to enter into separate contracts in connection with the Project and to coordinate insurance coverage.

The City's Representative will coordinate the work of Other Project Participants as it affects the Work of this Contract.

The City will take all reasonable precautions to avoid labour or other disputes on the Project arising from the work of Other Project Participants but shall not be in any way liable for delays or costs occasioned by such disputes, beyond the provisions of Section 2.9.1 – City's Delay.

The Contractor shall coordinate its work with that of Other Project Participants and connect or interface as described in Section 9 – Project Management and Coordination. If the Contractor causes delay to the Other Project Participants resulting in the work of the Other Project Participants being accelerated, the Contractor shall be solely liable for the costs of such acceleration.

The Contractor shall report to the City's Representative, in writing, any apparent deficiencies in Other Project Participants work which could affect the Work as prescribed by this Contract, immediately as they come to the Contractor's attention. Failure to report shall invalidate any claims by the Contractor against the City by reason of the deficiencies of Other Project Participants' work, except those deficiencies which the Contractor could not reasonably have been aware of.

2.13 Performance Assurance

Bonds

The Contractor shall provide the Performance Bond and the Labour and Material Payment Bond prior to commencing any Work on this Contract.

The City shall have the right to require the Contractor to provide and maintain additional bonds throughout the performance of the Contract, as specified by the City or the City's Representative from time to time. If the City requests bonds of the Contractor that were not required prior to the execution of this Contract, the City shall reimburse for such cost, the Contractor on receipt of a receipted premium demand and the executed bond itself.

All bonds shall be issued by a duly incorporated surety company approved by the City and authorized to transact a business of suretyship in the Province of Ontario. The forms of such bonds shall be acceptable to the City.

2.14 Warranty

Warranties

The Contractor represents and warrants that all Work, including Products, performed or provided by the Contractor shall be performed or provided (a) in a good and workmanlike manner; (b) in compliance with the Contract Documents and instructions of City or City's Representative, as the case may be; and (c) free from defects in design, workmanship and materials, and free of any defect in title.

To ensure the City has benefit of any and all Products or system warranties offered by manufacturers or others, the Contractor shall ensure that all Warranties are assignable and are assigned to the City in the City's name. Such assignment shall not relieve the Contractor of its obligations under this Section 2.14 – Warranty.



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No certificate of the City's Representative nor payment hereunder shall relieve the Contractor from its responsibility herein.

Rejected Work

City's Representative shall have the right to reject any Work or Products, or any part of the Work or Products, whether incorporated into the Work or not, which in the opinion of the City's Representative is defective or fails to comply with the requirements of the Contract Documents.

Remedies for Breach of Warranty

Notwithstanding any other remedies the City may have hereunder, at Law or otherwise, the Contractor shall, at its sole expense, promptly correct or remedy any defect or failure in the Work performed by the Contractor and correct, remedy or replace, at the Contractor's sole expense, any failure or defect in the Products supplied by the Contractor, whether incorporated into the Work or not, which appears defective:

- a) in relation to Work performed before the Substantial Completion Certificate is issued, during a period of one (1) years after the Substantial Completion Certificate is issued; and
- b) In relation to Work performed after the Substantial Completion Certificate is issued, during a period of one (1) years following the date that Work is fully completed,

(Referred to in this Section as the "**Remedial Work**").

The Contractor agrees that it shall be solely responsible for the Remedial Work and shall pay for the cost of Remedial Work, together with the cost of any damage to other work or property caused by the defect, failure or Remedial Work and the cost of any testing as the City may require to verify the Remedial Work complies with the requirements of the Contract Documents or the Remedial Work performed in relation to other work or property is performed satisfactorily.

The Contractor further warrants that the Remedial Work shall be free from failure or defect for a period of the later of: Warranty Period; or one year following the completion of the Remedial Work, whichever is longer and that it shall promptly repair or replace any Remedial Work which appears defective prior to or during the first year from the date the Remedial Work is completed, and shall bear the cost of any damage to other work or property caused by the defect, failure or Remedial Work and the cost of any testing as City may require to verify the Remedial Work complies with the requirements of the Contract Documents or the Remedial Work performed in relation to other work or property is performed satisfactorily.

City Performed Remedial Work

The City reserves the right to correct defective or rejected Work and deduct the cost of the same from the Contract Price.

The City may, in an emergency or if the Contractor fails to correct defects for any reason, perform the Work or Remedial Work, or direct someone else on its behalf to perform the same, and deduct the cost of the same from the Contract Price.

Non Performance of the Remedial Work

If, in the opinion of the City's Representative, it is not expedient to correct defective Work or Work not completed in accordance with the Contract Documents, the City may deduct from the Contract



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Price the difference in value between the Work completed to date and the Work completed as required by the Contract; the amount of which shall be determined by the City's Representative in its absolute discretion.

Notice of Defects

Each party hereto shall promptly provide written notice to the other, with a copy to the City's Representative, of any observed defects or deficiencies in the Work, including Products supplied by the Contractor or its Subcontractors, whether it is Work required by this Contract or Remedial Work. Provision of such Notice shall not relieve the Contractor of any of its obligations hereunder.

The City's Representative will endeavour, two (2) months prior to termination of the Warranty Period, notify the City and the Contractor, by written notice, that a final inspection of the Work is required and shall, in such notice, fix a date for such inspection which shall be within the next ten (10) days. The inspection will be carried out by the City's Representative, who may be accompanied by the City and the Contractor. The City's Representative will record defects requiring repair or correction and will instruct the Contractor, in writing, to remedy such defects within fifteen (15) days. If the Contractor refuses or neglects, for any reason, to correct such defects, the City may correct them or direct someone else, on its behalf, to correct them, and charge the Contractor for all costs of such correction.

Final Acceptance Certificate

The Contractor is not relieved of their obligation to maintain the Work until such time as the City signs the Final Acceptance Certificate. The City may request an extension to the Warranty Period due to faulty materials or poor workmanship. The Contractor will be held responsible for maintaining the system for this period of extension at no cost to the City.

After due notification, in writing, to the Contractor, the City may proceed with correction of any fault at the expense of the Contractor and their surety. In emergency situations endangering life or public property, the City shall proceed with repairs and thereupon advise the Contractor of the failure, and resulting costs shall be paid by the Contractor.

The City's Representative will issue a Final Acceptance Certificate to the Contractor when the Warranty Period is complete, all maintenance deficiencies are rectified, and approval has been received from the City.

2.15 Liability and Indemnity

Liability

Each party hereto shall be liable to the other party for all Liabilities of whatever nature which may be brought against the other party or which the other party may incur, sustain or pay that is attributable to or arises out of the fault or negligence of such party or such party's Personnel. The party that is liable to the other shall, where applicable, be subrogated to the rights of the other party in respect of such fault or negligence.

Indemnification

The Contractor shall at all times and without limitation, be fully liable for, and shall indemnify and save harmless the City and its Personnel, including the City Representative, from and against all liabilities, losses, injuries, costs, damages, legal fees, disbursements, fines, penalties, expenses,

all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind, which any of the City and its Personnel may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred, in connection with any action or other proceedings or claims or demands made by third parties, relating to, or resulting from or arising out of all or any of the following:

- (a) The misconduct, omission, negligent action or negligent failure to act, as the case may be, of the Contractor or any of those Persons for whom the Contractor is responsible at Law (including, without limitation, any of its Personnel or Subcontractors);
- (b) The costs of repairs, clean-up or restoration paid by the City and any fines levied against the City or the Contractor;
- (c) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Contract set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed, as the case may be;
- (d) any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action or failure to act of the Contractor or any of those Persons for whom the Contractor is responsible at Law (including, without limitation, any of its Personnel or Subcontractors);
- (e) any damages, costs, fines, expenses and penalties that the City is required to pay on account of the Contractor performing the Work in breach of any Workers Compensation Legislation order or regulation, liens filed against any part of the Work or Products after the time available to the Contractor for filing liens;
- (f) any damages, costs, fines, expenses and penalties arising out of or as a result of the Contractor's failure, or the failure of any Person for whom the Contractor is responsible at Law, to comply with the requirements of any environmental regulations and save harmless the City from any environmental deficiencies caused by the Contractor or any of its Personnel or anyone for whose acts or omissions the Contractor may be liable;
- (g) any liabilities arising in connection with any damage to property or injury to any Person or Other Project Participant arising in the performance of the Work, including any Remedial Work; or
- (h) Any non-compliance by the Contractor or any of its Personnel or anyone for whose acts or omissions the Contractor may be liable with any Laws, including all OH&S Act requirements at the Place of the Work.

The provisions under this section are in addition to and shall not prejudice any other rights of the City at Law or in equity.

The City shall indemnify and hold harmless the Contractor and its Personnel 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 a lack of or defect in title to the Project Site.

If the City performs work at the Project Site at the same time as the Contractor is performing the Work, then the City shall indemnify and hold harmless the Contractor and its Personnel from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of or are attributable to, any act or omission or alleged act or omission of the City and its Personnel in the performance of that work.



Claims under this Section shall be made, in writing, to the party liable within ten (10) Working Days after the first observance of such claim or damage, and may be settled by negotiation, or in the manner set out in Section 2.19 – Dispute Resolution, for the settlement of disputes.

If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the City, then the Contractor, upon undertaking to indemnify the City against any and all costs, shall have the right to appeal in the name of the City such final order or judgment to any and all courts of competent jurisdiction.

Nothing in the Contract Documents or any approval, expressed or implied, of the City's Representative or the City, shall relieve the Contractor of any liability as set forth herein or which may be imposed by Law. The indemnity shall be limited in the respect of the work performed or services rendered within this contract.

2.16 Worker's Compensation

Prior to commencing Work, and to accompany all progress payments/invoicing including holdback releases, and at any time during the Contract Term, when requested by the City's Representative, the Contractor shall provide evidence that the Contractor and all Subcontractors have complied with all requirements of the Province in which the Work is being completed with respect to Workers' Compensation, including payments due thereunder.

2.17 Miscellaneous

Entire Agreement

This Contract constitutes the entire agreement between the City and the Contractor relating to the Work and supersedes all prior agreements between them, whether written or oral, respecting the Work. No other terms, conditions or warranties, whether express or implied, form a part of this Contract.

Time of Essence

Time is of the essence for this Contract.

Assignment

Neither party to the Contract shall assign the Contract, nor any portion thereof, without the prior written consent of the other.

Waiver

Failure by either party to insist on any one or more instances upon the strict performance of any one of the covenants contained herein shall not be construed as a waiver or relinquishment of such covenants. For greater certainty, if the Contractor fails to complete the Work, or any specified portion of the Work, within the times specified in the Work Schedule, but nevertheless is permitted to proceed and complete the Work, such permission shall not modify nor waive in any respect any responsibility of the Contractor for damages arising from such non-completion within the time specified.

No waiver by any party of any such covenant shall be deemed to have been made unless expressly made in writing signed by the waiving party.



Amendment

No change to this Contract or of any term or condition hereof shall be valid unless reduced to writing and signed by both parties hereto or made pursuant to a Change Order issued pursuant to this Contract.

Rights and Remedies Cumulative

Notwithstanding any other provisions of this Contract, the rights, remedies, warranties and indemnities provided to City under this Contract shall be cumulative and in addition to and not in substitution for any rights, remedies, warranties or indemnities provided by Law or in equity or otherwise.

Joint and Several

If Contractor is a joint venture or partnership, the Persons comprising the joint venture or partnership are jointly and severally liable to City for the joint venture or partnership's obligations pursuant to this Contract and Contractor represents and warrants that it has due authorization and authority to execute this Contract on behalf of the other joint venturers or partners and bind such joint venturers or partners hereto.

Further Assurances

The parties shall from time to time execute such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Contract. This includes, but is not limited to, all acts or documentation required by City to effectively carry out or evidence tax credits or refund claims.

Survival

All covenants, agreements, representations, warranties and indemnities which by their nature extend beyond any termination or expiry of this Contract shall, notwithstanding anything else herein contained, continue in full force and effect notwithstanding the expiration or termination of this Contract.

2.18 Insurance

The Contractor shall provide, maintain and pay for the insurance coverage's listed hereafter.

The specific minimum requirements of insurance required under this Contract are as follows:

Comprehensive Public Liability and Property Damage Insurance, Ten Million Dollars (\$10,000,000.00).

Automobile Liability Insurance, Ten Million Dollars (\$10,000,000.00).

Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the Work), Five Million Dollars (\$5,000,000.00)

Without in any way limiting the obligations or liabilities of the Contractor, the Contractor shall maintain and keep in force during the Contract Term until the date specified in the Final

Acceptance Certificate, in an insurance company or companies and under policies of insurance acceptable to and approved by the City, the following insurance with limits not less than that shown under the Special Conditions of the Contract. Insurance policies shall remain in force for the duration of the contract, including the specified Warranty Period and until the date of issuance of the Final Acceptance Certificate. No policy shall be altered in any manner that would affect the interest of the City, nor cancelled, either by the Contractor or the insurer, without thirty (30) days' notice by registered mail to the City. When changes in the contract are material to the risk, the Contractor shall notify the insurance and the surety. All policies required under this clause shall name the City and the City's Representative as an additional insured, and shall indemnify the City and the City's Representative, their officers and agents.

Automobile Liability Insurance on all vehicles used in connection with the work under this contract, whether owned by the contractor or their sub-contractors or not, shall include any and all liability assumed under this contract.

Aircraft or Watercraft Liability covering all licensed craft, whether owned by either the Contractor or the sub-contractor or chartered, used in connection with the work under this contract shall cover any liability assumed under this contract.

Comprehensive Public Liability and Property Damage Insurance shall apply to all operations of the contractor in connection with this contract. This protection shall include, but not be limited to, the contractor's contingent liability with respect to subcontractors, contractual liability assumed under this contract, completed operations, and, if Worker's Compensation Act is not applicable, to any employees of the contractor or their subcontractors employer's liability. The Contractor shall have the City and the City's Representative added as an additional insured, with cross-liability to such insurance. The City shall be named as a certificate holder on all policies/coverages.

The Contractor shall deposit with the City, at the office from which the contract is let, before commencement of the work, insurance policies or certified copies thereof, required under the above. Original policies will be returned to the contractor without undue delay.

2.19 Dispute Resolution

The parties will make reasonable efforts to resolve disputes arising under this Contract by amicable negotiations. They agree to provide frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations, without prejudice to their rights and recourses. If within ten (10) Working Days, representatives of the parties cannot resolve a matter, the matter will be escalated to an appropriate senior officer of each the City, the City's Representative and the Contractor.

If a dispute has not been resolved by negotiations by senior officers of the parties within ten (10) Working Days from the date it is referred to them, either party may notify the other party that it wishes the dispute to be resolved by mediation. If the parties are unable to agree upon the choice of a mediator, either party may apply to a superior court in the jurisdiction where the project is located to appoint a mediator.

Should mediation not resolve the dispute, a party may refer the unresolved dispute to the courts or, upon mutual agreement, to any other form of dispute resolution, including binding arbitration.

Unless the parties otherwise agree, any mediation or arbitration under this Contract will be conducted in accordance with Ontario Rules of Court (the New Rules) - Alternative Dispute

Resolution, as applied to and compatible with this Contract, save that arbitration will be limited to a single arbitrator.

Any endeavour to resolve disputes arising out of this Contract by negotiation, mediation or other means of dispute resolution, including arbitration, will be conducted on a confidential basis.

The parties agree to submit to the exclusive jurisdiction of the courts in the Place of the Work if a dispute is to be resolved by the courts, or to mediation or arbitration at the Place of the Work if a dispute is to be resolved by mediation or arbitration.

END OF SECTION



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3. SUPPLEMENTARY CONDITIONS (00800)

Supplementary conditions shall not apply to this tender

END OF SECTION

4. GENERAL REQUIREMENTS (01010)

4.1 General

The Contractor acknowledges that it has examined the Place of the Work under this Contract, and is completely familiar with every detail of the scope and intent of the Work required. The Contractor further acknowledges that it has examined the site and the surrounding areas, and is familiar with all conditions and/or restrictions that could affect or limit their operation due to such things as environmental constraints, public traffic, existing utilities, and property of others. The Contractor shall supply all materials required for this Contract.

4.2 Safety Requirements

The Contractor must possess a Clearance Certificate (CC) that is relevant to their industry and that is issued by Ontario Workplace Safety and Insurance Board.

The Contractor shall be the Prime Contractor for the Project, pursuant to all Laws and the OH&S Act, and shall have primary responsibility for the safety of all workers and equipment on the Project in accordance with such Laws.

During the progress of the Work, the Contractor shall complete Monthly Health and Safety Summary Reports and submit these reports to the City's Representative's Representative at the end of each month.

The Contractor shall adhere to the City's Health and Safety Policy. Prior to the commencement of Work the Contractor will be required to review and submit a signed copy of the City "Contractor Safety Program" along with applicable documents in the "Contractor Document Requirements", as identified and requested by the City.

4.3 Municipal Water System

It is imperative that all works performed on the City's water distribution system be documented in order to satisfy requirements of the MECP. To that end, the City has provided a form which is appended to this document, detailing critical activities relating to water works proposed under this Contract.

Upon commencement of water works in each section of the project area, the Contractor shall initiate a dedicated form for that location, in order to provide a record of activities including but not limited to, valve operations by the City, disinfection of temporary water mains, cuts made to existing water mains, and confirmatory sampling performed by the City prior to the commissioning of any newly-constructed mains.

The form shall be kept up-to-date, and shall be available on the job site at all times to record activities as they occur.

The City will provide the Contractor a more detailed overview of this form during pre-job discussions.

The Contractor may be required to tie into a municipal water system to undertake the proposed Work. When this is required, the Contractor shall:

Notify the City of the proposed Work and schedule. Have the City exercise the applicable valves prior to proceeding with the Work.



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01010

Supply all water necessary for the Work and obtain written permission from the City prior to using any hydrants.

The City will require their own personnel to operate their valves and/or hydrants. The Contractor shall not operate any valve or hydrant connected to the City's water system.

Make an agreement with the City for use of City water.

Be responsible for the supply of all water necessary for the Work.

Supply 1 week written notice to any property Owner affected by water service disruption and a 48 hour follow up notice.

Provide alternative water service if the water disruption is longer than four (4) hours.

Each existing or planned water connection must receive their own dedicated temporary water service, including multi unit residences where more than 1 services is existing or planned. Building to building water connections are not permitted.

The above noted requirements shall be done at the Contractor's cost.

4.4 Anti-Tamper Devices

The contractor is responsible for providing an anti-tamper / vandalism device to protect temporary water connections at the backflow prevention system. The device must be approved by the City of Kenora representative prior to installation.

4.5 Water Main Testing

Water main testing is to occur as per OPSS 441. The City of Kenora Representative must be present to witness the water main testing procedures.

4.6 Water Main Disinfection

See Appendix "E" – Water Main Disinfection Procedures for MECP regulations on water main disinfection including new mains and temporary water connections. Contractor to verify Water Main Disinfection Procedures is the most recent publication by the MECP.

The contractor is responsible for all required disinfection of new water mains and any temporary water connections required.

Backflow prevention devices are to be supplied, installed, tested and certified by the Contractor. The Contractor must provide the City Representative with proof of testing and installation certifications as outlined in Appendix "E" – Water Main Disinfection Procedures Section 1.1.1.

The City of Kenora Operator in Charge must be present during final connections of new water mains including new mains and temporary water. The City of Kenora Operator in Charge must also be present during disinfection to confirm the chlorine dosages and residuals.

4.7 Notification of Disruption of Water Services

If water service disruption is necessary to carry out the work, provide written notice to residents or occupants of the building 1 week in advance. Identify the duration of the water disruption.

Provide temporary water supply to buildings if existing water service connections are shut down. The cost shall be included in the overall tender price. No extra payment will be allowed.

During normal working hours, i.e. 8:00 a.m. – 4:30 p.m., Monday through Friday, notify the City 24 hours in advance for shutting down of water supply to buildings and/or operating (opening/closing) of water valves. Works intended by the Contractor to be performed outside of normal City working hours, should be preceded by a minimum notice period of two working days provided to the City, in order to ensure the City's ability to respond.

4.8 Salvage and Disposal of Materials

Materials taken off-site for salvage or disposal at a site of the Contractor's choice, or at a designated municipal site or other site as directed by the City's Representative, shall be disposed of in a manner suitable to the City's Representative.

Material designated for salvage shall be carefully handled and not damaged, and neatly stockpiled. Written approval is required from the Owners of the disposal sites that they are satisfied with the disposal and the cleanup of their property, and shall be submitted as evidence of their acceptance before final payment is made.

The MECP has mandated that plans are now required for the management of excess construction soil. The Contractor shall maintain a record of all materials excavated and removed from the job site. All excavated materials originating from within the job site shall be recorded, the record to include point of origin of the load within the project limits, hauling destination, identification of the haulage vehicle and volume of soil in cubic metres. A copy of the load slip shall be provided to the City including a summary sheet identifying daily and total volumes of soil for each disposal site utilized by the Contractor.

Any hydro-carbon impacted material encountered during excavation shall be reported to the City. No such material shall be moved off-site until a toxicity characteristic leaching procedure (TCLP) has been performed on the subject material. The Contractor shall be aware of the time-lag involved in the sampling, shipping, laboratory analysis, and reporting of results, and shall schedule their work accordingly. The City will not entertain claims from the Contractor related to the delay period associated with the time-lag while the contaminated and impacted soils are being tested, and the disposal of the contaminated and impacted soils are included in the required scope of work of the project. Confirmed contaminated and impacted soils will typically be directed to the Kenora Area Landfill located on the Jones Road approximately 12km north of Highway 17A, and disposal will be based on a weight basis via the City of Kenora Transfer Station weigh scale located at 401 Mellick Avenue.

4.9 Coordination

Cooperation

The Contractor shall cooperate with Other Project Participants and ensure that all of its Subcontractors cooperate with each other, and with Other Project Participants, to ensure that work will be carried out expeditiously.

The Contractor shall ensure that all Subcontractors examine the drawings and specifications covering the work of others that may affect the performance of their work. The Contractor shall examine the work of others and report to the City's Representative, in writing, of any defects or



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deficiencies that may affect its Work. In the absence of any such report, the Contractor shall be held to have waived all claims due to defects in such Work.

Use of Premises

Because of other work within, and adjacent to, the Place of the Work, the Contractor shall not have the exclusive occupancy of the area within, or adjacent to, the Place of the Work. The Contractor shall cooperate with companies, the Owners of various utilities and Other Project Participants, and shall coordinate and arrange the sequence of its Work in order to expedite the completion of the project while upholding the OH&S "Constructor" responsibilities and requirements.

The Contractor shall confine apparatus, the storage of Products and the operations of workers to limits indicated by Laws, ordinances, permits and by directions of the City's Representative. The Contractor shall not unreasonably clutter the premises with Products.

Responsibility for Existing Features

All of the existing facilities, whether or not shown on the drawings, must remain in service in their present locations or as described, and shall be protected by the Contractor against damage by construction equipment and operations until the temporary or permanent replacement facilities are in place and in service. The City's Representative has shown the existing facilities on the contract drawings from information made available from the Owners of each facility. The City's Representative assumes no responsibility for the accuracy or completeness of the information shown.

Location of existing facilities shall be investigated and verified in the field by the Contractor. Excavation in the vicinity of existing structures and utilities shall be carefully performed. The Contractor will be held responsible for any damage to, and for maintenance and protection of, existing structures and utilities.

The locating of any utilities is the responsibility of the Contractor, who shall pay for any service supplied for that purpose.

Fences, or other existing features at locations that interfere with construction operations, shall be safely removed by the Contractor and re-erected on completion of the works as required by the City's Representative.

The Contractor shall notify and obtain locates from the appropriate representatives of utility companies or departments of its intention to carry out operations in the vicinity of any utility structure, at least one (1) week in advance of commencement of such operations and shall maintain current locate clearance certificates and utility agreements. The Contractor shall provide the City Representative with locate certificates and utility agreements for record within five (5) days after receiving them. The Contractor shall be responsible for any errors or omissions with respect to the required locates/clearance certificates and or utility agreements including but not limited to void/expired locate certificates and or utility agreements charges. The Contractor shall indemnify the City with respect to any charges and or penalties laid against the City due to Contractor negligence. If so required the City may retain the right to deduct charges laid against the City due to Contractor negligence, from the contract Work.

The Contractor shall make suitable arrangement with the utility company or municipal department for the protection of pipelines, conduits, drains, lines, wiring or other structures, whether

underground, on the surface or overhead, and satisfy the company or department that the methods or operations are effective.

Conflict with Existing Services

Where it becomes necessary to relocate existing main lines or house connections due to conflict with new installations, extra compensation may be allowed for such Work under the Change provisions (Section 2.7 – Changes in the Work) of this Contract. The Contractor shall prospect ahead of excavation for pipe likely to cross trench and take care to avoid damage to such pipe lines. If damage occurs, the Contractor shall replace damaged pipe lines at Contractor's expense and no additional cost to City. In each case, prior to commencing work, the Contractor shall obtain City's Representative's approval for method of relocation.

Payment for the work of relocation, including extra materials, will be made as "Changes in the Work". The Contractor shall maintain on hand a supply of such pipe and fittings so that work is not unduly delayed. No payment will be made for exploratory excavations, any delay caused in progress of Work or for standing time of equipment or men idle during work of relocation.

Construction Constraints

The Contractor's work schedule shall recognize the constraints placed on their work program by the existing and proposed facilities, whether or not described herein or on the drawings, and whether or not the relocated facilities are wholly or partially constructed under this contract or by others.

4.10 Specifications

For convenience of reference only, the specifications are separated into titled sections (see Table of Contents). Sections are identified by title and the correlating specification number.

4.11 Haul Routes

All hauling on local roads or municipal streets is to be on designated truck routes only, unless special permission is received from the City or Ministry of Transportation Ontario.

The Contractor shall obtain approval from the Municipality, City, and City's Representative prior to using any road as a haul road.

The Contractor shall be responsible for damage and/or spillage on all roads used for hauling materials and equipment to and from the Place of the Work, subject to the City's Representative being satisfied such damage or spillage was a direct result of the actions of the Contractor or one of the Contractor's agents in the performance of the Work required under this Contract.

The Contractor shall be responsible for regular maintenance of haul roads including dust control.

Upon notification by the City's Representative that Remedial Work is necessary, the Contractor shall immediately clean and/or restore the affected areas designated by the City's Representative. This Work shall be performed at no extra cost to the City.

4.12 Examination

The Contractor shall examine drawings and soils reports, and visit the Place of the Work to determine existing conditions. No additional compensation will be given for extra work due to existing conditions that such examination should have disclosed.



The Contractor shall examine previously constructed work. Notify City's Representative in writing of any conditions which may prejudice proper completion of the work. Commencement of work implies acceptance of existing conditions.

It shall be the Contractor's responsibility to examine all other drawings and specifications that may have an effect on any portion of the Work to be undertaken, and verify in the field all connections to, and locations of, all existing structures and equipment.

4.13 Protection

The Contractor shall protect all monuments, bench marks, stakes and lines and any existing structures, services, appurtenances, trees and shrubs located at the Place of the Work. Disturbed, affected and/or missing survey bars to be re-instated by an Ontario Land Surveyor at no cost to the City.

The Contractor shall repair or replace items damaged by this Work to City's Representative's approval at Contractor's expense, and at no cost to City.

The Contractor shall notify the City's Representative forty eight (48) hours in advance of the required removal of any survey points.

When compacting around concrete structures, the Contractor shall use portable vibrators.

4.14 De-watering

The Contractor shall keep excavations free of water at all times by trenching, well points, ditches, sumps and pumps of sufficient capacity. The method and location of piping for water disposal shall be to governing authorities' approval.

Water flow through fresh concrete is not permitted. The Contractor shall bypass pump to the next manhole during placing of concrete, and for at least twenty four (24) hours after, unless from sumps separated from concrete with watertight walls or other methods approved by City's Representative.

Water flow over inverts, foundations, and pipe joints, or through utilities piping, is not permitted unless approved by City's Representative in writing.

4.15 Notification of Residents

General

The Contractor shall notify, in writing, every business/resident whose lot is fronting, backing or immediately adjacent to the construction site, at least seven (7) days in advance of construction in the affected areas. Print notice on the Contractor's letterhead and submit for review to the City's Representative prior to delivery. Give approximate dates of construction in affected areas and clearly indicate Contractor's name, address and telephone number, as well as a telephone number which residents can call for 24 hour emergency service. This notice shall also include a contact person for reporting damage to personal property, alternative parking, access, garbage disposal and temporary water systems. A notice which warns parents of the dangers that exist on construction sites should be included in a notice delivered to every household in the vicinity of construction.

Notification of Disruption of Sanitary Services



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In the event that it should become necessary to disrupt sanitary services to any building during construction, the Contractor is required to provide written notice 7 days prior to the intended disruption.

Any disruption to private residences must be restricted to the Contractors working hours. Temporary services shall be provided to the residents after the Contractor has completed work for the day if required. The cost shall be included in the overall tender price. No extra payments will be allowed.

END OF SECTION

5. CONSTRUCTION SURVEY (01050)

5.1 Requirements Included

The Contractor shall provide a dedicated project surveyor for the duration of the work with total station and/or GPS methods/capability.

The Contractor is responsible for field engineering survey services to manage the installation of the Work using horizontal and vertical survey control referenced from existing survey monuments or benchmarks. The Contractor is expected to establish their own control points if a total station is being utilized on the project. The City will provide the Contractor, within reason, GPS coordinates for such points in a Northing, Easting, and Elevation format. The Contractor shall work within the coordinate system implied by these values. Any discrepancies between assigned GPS coordinates and total station measurements shall be reported to the City immediately.

If survey-grade GPS is being used by the Contractor, the City will, in conjunction with the project surveyor perform comparative measurements on fixed points at key locations. In the case of significant discrepancies, the City may elect to have the Contractor complete the survey works with a total station.

Prior to ground disturbance in any of the locations outlined in this Tender, the Contractor shall perform a topographic survey of existing conditions at each of the locations, including at a minimum, centerlines, edges of pavement, sidewalks, and adjacent private walkways and driveways. Any additional features likely to become obscured by construction activities, such as water valves and maintenance holes, should be included in the Contractor's survey, as should any other features likely to be impacted or altered by construction.

The Contractor is to determine that all survey is correct prior to starting construction.

5.2 Survey Control

The City Representative shall provide the Contractor a copy of their survey control for the purpose of checking and confirming record information.

The Contractor shall be responsible for the conformance and recording of the finished work to this data, even though it may be checked by the City's Representative. The City's Representative's accepts no responsibility regarding the data it has supplied. Critical elevations (existing elevations, etc.) are to be surveyed by the Contractor, and any discrepancies or deviations from the plans are to be reported immediately to the City's Representative.

The Contractor shall employ on this Contract sufficient persons capable of controlling grades and alignments, preparing record drawings, etc. from the plan data provided by the City's Representative.

When rechecking of the work is required because of previous deficiencies, the Contractor shall reimburse the City for all costs incurred.

5.3 Construction Survey Layout

The Contractor will set a reference point hubline, for elevations and lines, with hubs at intervals which the City's Representative deems suitable for the performance of the work. Grade sheets will be submitted to the City's representative for underground utilities and surface construction.

END OF SECTION



6. REGULATORY REQUIREMENTS (01060)

6.1 General

Permits/Inspections/Fees/Certificates

The Contractor shall provide all necessary notices, and obtain and pay for all permits, licenses, certificates and governmental inspections in force required for the performance of the Work.

All necessary certificates shall be furnished as evidence that the installations conform to the laws and regulations of all authorities having jurisdiction, before final certificates are issued.

The Contractor shall give all required notices and comply with all local, provincial and federal laws, ordinances, rules, regulations, codes and orders relating to the Work, that are in force, or become in force, during the performance of the Work.

6.2 Applicable Codes/Standards

Where dates with specified standards are noted, or where specified standards are not dated, the Contractor shall conform to the latest issue of specified standards, as amended and revised to the date of execution of this Contract.

6.3 Safety

The Contractor shall observe and enforce all construction safety measures required by all Laws, codes, the Workplace Safety & Insurance Board, the OH&S Act and all applicable municipal statutes and authorities. In the event of discrepancy between any provisions of such authorities, the most stringent provisions shall apply.

The Contractor shall employ a qualified specialty Engineer for the design of all false work for the temporary support of all structural elements, earth banks, roads, or other features

The Contractor shall make available four (4) "Visitor safety helmets and high visibility safety vests" for authorized visitors.

If "NO SMOKING" regulations are in effect in areas of the Work, the Contractor shall ensure that all workers comply with the regulations.

The Contractor shall ensure that all workers comply with the City's safety regulations, where such regulations are in effect.

The Contractor shall not load, or permit to be loaded, any part of the Work with a weight, load or force that will exceed the design loading and endanger its safety.

6.4 Working Limits/Temporary Easements

The Contractor shall confine all operations within the City's property limits. Where encroachment on areas beyond staked lines or property lines is necessary, make arrangements separately with the property Owners.

The Contractor shall obtain consent of adjoining property Owners regarding need for any temporary easements or any other encroachment, well in advance of the encroachment. Upon completion of Contract, make good any damage to adjacent property.

6.5 Metric Usage

General Policy

Contractors are required to provide metric products in the sizes called for in the Contract Documents, except where a valid claim can be made that a particular product is not available on the Canadian market.

Claims for exemption from use of metric products shall be in writing and fully substantiated with supporting documentation, prior to commencing work. Promptly submit claims to the City's Representative for consideration and ruling. Non-metric products may not be used unless Contractor's claim has been approved in writing by the City's Representative.

Difficulties caused by the Contractor's lack of planning and effort to obtain metric products that are available on the Canadian market will not be considered sufficient reason for claiming that they cannot be provided.

Claims for additional costs due to provision of specified metric products will not be considered.

General Usage

SI metric units of measurement are used exclusively on the drawings and in the specifications, with exceptions as follows:

Certain nominal values that are related to some CSA standards will remain in imperial measure pending the publication of revised standards that will specify the correct metric values and units to be used.

In case of conflict between metric and imperial terminology, metric terminology shall govern.

The metric language conforms to the CSA Canadian Metric Practice Guide (CAN3-Z234, 1-76).

Where numeric dates are used, e.g. 1990-09-16; conform to four (4) digits for year, two (2) digits for month, two (2) digits for day; in descending order and separated by hyphens.

6.6 Fire Prevention and Protection

Perform all work in a fire safe manner.

Comply with all applicable governmental requirements and, without limiting the generality of the foregoing, and supply and maintain at the job site adequate and proper firefighting equipment.

6.7 Accident and Accident Reports

Except as otherwise agreed to in the Contract, supply and maintain all articles necessary for giving first aid to any person who may be injured on the job site and establish an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care in accordance with applicable legislative and regulatory requirements.

Promptly report in writing to the City and City's Representative all accidents of any sort arising out of or in connection with the performance of the work whether on or adjacent to the job site, giving full details and statements of witnesses.

If death or serious injuries or damages are caused, the accident shall be promptly reported by the Contractor to the City and the City's Representative by telephone or messenger in addition to any reporting required under provincial laws and regulations.



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If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the City and the City's Representative, giving full details of the claim.

END OF SECTION

7. UTILITIES (01070)

7.1 General

It is the Contractor's responsibility to locate and clearly mark all Utilities (both underground and above-ground) on the ground before commencing its construction operations. The Contractor shall be responsible for contacting all affected utility Owners or operators to determine the existence and location of all utility installations, maintaining liaison with the utility Owners or operators concerning the adjustment of all utilities and coordinating their operations. The Contractor shall assume full responsibility for safeguarding all existing and relocated utility installations during the progress of the Work.

The Contractor will notify all known utility Owners or operators to adjust their utility installations as necessary, within or adjacent to the Work. All such utility adjustments will be made by the utility City or operator, except as otherwise provided for in the special provisions or as specifically noted on the plans.

It is understood and agreed that the Contractor has considered the present and proposed position of all permanent and temporary utilities. No additional compensation will be paid by the City for any delay, inconvenience or damage sustained by the Contractor that is caused by the existence of, or adjustment to, the utilities.

It is further understood and agreed that the Contractor has considered the scheduling of those items of the Work essential to the adjustment of the utilities, and that the Work will be scheduled and performed at the time required to accommodate these adjustments and without additional compensation.

Additional specific requirements for work in the vicinity of Utilities, and coordination with the Owners and/or operators, may be provided by applicable utility Owners.

7.2 Liability

The Contractor is responsible for the cost of repairing any Utilities damaged as a result of its operations.

In order for the City to obtain the necessary permission from the affected companies for construction in the proximity of their pipelines and other facilities, the City may be required to enter into agreements with the respective utility Owners and assume liability for damages that may occur as a result of the Contractor's operations in those areas. In the event the City become liable for these damages by virtue of any agreements made between themselves and the companies, the Contractor shall save harmless and indemnify the City in accordance with the provisions of this Contract and shall be fully responsible for its operations.

7.3 Precautionary Measures

Where the requirements of this section conflict with the requirements of other sections of the specifications, or with bylaw or ordinances, the more stringent requirements shall apply.

The Contractor shall take all precautionary measures as may be necessary when working over or adjacent to utility installations whether above or below ground and shall control their equipment and method of construction to prevent damage to any utility and its appurtenances.

Under no circumstances shall the Contractor carry out any construction operations over adjacent to any utility until the required adjustments and protection as required for the proposed construction have been completed. Additionally, he shall provide at least forty eight (48) hours' notice to the utility Owner or operator in advance of commencing their construction operations in

that area. After completion of the utility work by the utility Owner or operator, the Contractor shall continue to work in close liaison with the utility Owner/operator and, if the utility Owner or operator so requires, ensure that a representative of the affected utility Owner or operator is present at all times during active equipment operations at that location. The Contractor shall ensure that no equipment crosses or operates over or under any utility installation at locations other than where required protection has specifically been provided, and he shall work in close cooperation with the utility Owner or operator in the execution of the work. When construction is involved in the vicinity of any unprotected utility installation, the Contractor shall exercise extreme caution to ensure that the utility installation is not damaged by the construction equipment or applied loads. When haul road or equipment crossings are required at locations other than where the department has specifically arranged for the crossing, it shall be the Contractor's responsibility to determine, provide, and install any protective works necessary and to observe any other precautions which are required.

7.4 Pipelines

General

Pipelines may be located within the limits of this Project. Any adjacent work will be carried out concurrently with the construction operations.

Dependent upon the magnitude and degree of complexity of the adjustment required, the work may not be completed until the latter stage of their operations. In that event, the Contractor shall be required to arrange their operations clear of those pipelines until the required adjustments are completed and permission to construct in their vicinity is received. The Contractor shall not have any claim for compensation or damages against the City for any stoppage, delays, inconvenience or damage sustained by him due to any interference from the pipelines, or the operation of moving them.

Precautionary Measures to be taken when working in the Vicinity of Pipelines

Prior to the commencement of construction operations, the Contractor shall review the Project with representatives of each pipeline company and the City's Representative to determine the location and specifics of each pipeline within the project limits. Upon completion of this step the Contractor may begin their operations, and shall carry out all work in the vicinity of pipelines in accordance with the following precautionary measures.

The Contractor, being fully aware of the location of all pipelines, shall mark the location of the same so their positions are readily identifiable to all work forces.

Under no circumstances shall work be commenced within thirty metres (30m) of any right of way until the required adjustments (if any) have been completed and a written crossing agreement has been received from the affected company.

The Contractor shall contact the company representative seventy two (72) hours prior to commencing construction operations within thirty metres (30m) of a pipeline, so arrangements may be made to have a company representative, or their delegate, present during the period machinery is being employed within thirty metres (30m) of a pipeline. Absolutely no Work shall be undertaken within these limits until a company representative is present at the Place of the Work and has authorized the same.

No operations involving the use of machinery shall be commenced within five metres (5m) of a pipeline until the line has been hand exposed, its location accurately referenced, and any required

protection is put in place and/or adjustment to the pipeline is complete. The exposure and backfilling of the pipelines shall be undertaken by the Contractor under the direct supervision of the City's Representative and the pipeline company's representative. The exposure and backfilling of pipelines will not be paid for separately, and will be considered incidental to the Work items in APPENDIX "ONE" – TENDER FORM AND UNIT PRICE SCHEDULE.

If the Contractor proposes to move any construction equipment across the pipeline right-of-way prior to the commencement of construction operations, the Contractor shall use timbers or a pad of earth, if the pipeline company so desires or the City's Representative so directs. This protection shall be constructed to specifications established by the pipeline company and the City's Representative. All labor, equipment, materials and incidentals, as may be required for the protection of a pipeline and the safe execution of work, will not be paid for separately and will be considered incidental to the Work items in APPENDIX "ONE" – TENDER FORM AND UNIT PRICE SCHEDULE.

Clearing required within thirty metres (30m) of a pipeline shall be carried out using suitable hand operated tools, and burning or burial of debris within thirty metres (30m) of a pipeline is strictly prohibited. The method of removal and disposal of the debris shall require the approval of the City's Representative. Clearing shall be incidental to the work and not paid for separately.

The Contractor shall not store, park or drive any equipment, materials and/or vehicles over or along any pipeline right-of-way, except as reasonably necessary in the actual construction of the roadway.

Notwithstanding the foregoing, the Contractor shall conduct their operations in the vicinity of all pipelines in accordance with all Laws including the *National Energy Board Act* (Canada) and other related legislation.

Pipeline Accidents

The Contractor is advised that in the event of a pipeline accident, all Work is to cease immediately, and he is to contact the Pipeline Company representative in the area.

7.5 Utility Locate

Contact **Ontario One Call** five (5) working days prior to any excavation or ground disturbance.

The Contractor shall have the Municipality or Location facility locate and consent documents available at the Place of Work.

At its discretion, the utility provider may require that no work activity shall commence within five metres (5m) of the utility providers' facilities without a representative being present. Any standby service that the Contractor requires for extended periods, due to lateness or the length of the Project, is subject to rescheduling in the event of other utility provider commitments.

The Contractor shall carry out all Work in the crossing area in a proper and diligent manner, and in accordance with good engineering and construction practices.

When performing the Work, the Contractor shall comply with any additional conditions and protection requirements, as directed by the utility provider representative, for the purpose of protecting its facilities. The utility provider may withhold approval to cross if, in its reasonable opinion, it determines that the excavation cannot be done safely.

The Contractor shall ensure that no damage occurs to existing facilities while the work is being performed in the work area, including damage that may result from the use of heavy work equipment outside the crossing area.

If the utility providers' facility is to be exposed overnight due to the Contractor's work, all protective apparatus and costs shall be borne by the Contractor.

Before proceeding to excavate within five metres (5m) of the crossing area, the Contractor shall fully expose the utility providers' facility by hand digging. The Contractor shall not use, or permit the use of, an excavating machinery within one point five metres (1.5m) of either side of any existing utility providers' facility, unless otherwise agreed to by the utility providers' representative.

Auguring, drilling or pipe pushing by the Contractor is permitted under or over a utility providers' facility only if the head end of the augur, drill or pipe is visible (that is, open parallel trench on approach side of the utility providers' facility maximum three metres (3m) and a minimum of one metre (1m) from the utility providers' facility).

The Contractor shall not reduce the depth of the soil covering the utility providers' facility.

The Contractor shall, where applicable, install and maintain suitable markers indicating the location of a utility providers' facility in the crossing area during performance of the Work.

Where necessary, the Contractor shall support a utility providers' facility as required, or as directed by the utility provider, while any Work is being carried out. If the Contractor is required to build a support structure to protect a utility providers' facility, the Contractor shall provide the utility provider with plans for the structure that are certified by that Utility provider and reviewed by the City's representative.

In the event that a utility providers' facility suffers contact damage or other damage as a result of the Contractor's Work, the utility provider shall be notified, and its repair shall be carried out, as directed by the utility provider, at the Contractor's cost.

The Contractor must contact the utility provider prior to re-entering the crossing area to carry out repairs on, or removal of its facilities.

The Contractor must maintain a minimum distance of fifteen metres (15m) between the Contractor's geophysical operations and a utility providers' fibre optic facilities, and one metre (1m) distance between the Contractor's geophysical operations and a utility providers' "other than fibre" facility. If such distances cannot be maintained, and the utility provider is required to reinstall or relocate its facilities, the Contractor shall bear the responsible costs thereof.

The Contractor must maintain up to date and current locates from each utility for each work site. Copies of the locate sheets are to be kept on the work site, and shared with the City of Kenora representative prior to start up.

7.6 Railway Crossing Construction

General

When Work is undertaken within the limits of the railway right-of-way for the construction of new crossing and utilities, or for the hauling of embankment construction material across the railway tracks, the Contractor shall coordinate their operations with the railway company and shall ensure that the following precautionary measures are observed:

Prior to commencing equipment operations within the railway right-of-way, the Contractor shall provide the required notice to the Track Supervisor of the applicable railway company, and obtain

the required railway work permits (as applicable) and provide copies of such permits and communication to the City.

The Contractor shall determine from the railway company possible additional measures that may be required for the protection of their personnel and facilities, including any supplementary insurance coverage beyond that stipulated in the Supplemental Conditions. The cost of this insurance coverage will not be paid for separately, but shall be considered to be included in the applicable unit price bid.

At the discretion of the Track Supervisor, a flag person will be employed to protect the trains and operating equipment. Normally the railway company will provide the flag person upon receipt of three (3) working days' notice to the Track Supervisor.

The crossing shall only be used by rubber-tired equipment. A temporary mat shall be placed over the rails to facilitate the movement of tracked equipment. The railway shall be maintained free of dirt, debris and obstructions at all times. The crossing shall not be used for other than the purpose herein provided.

The Contractor shall determine the exact location and depth of any underground railway signal or telecommunication cables, prior to commencing construction operations. These cables shall be located by means of hand digging by the Contractor's forces under direct supervision of a representative of the railway company.

No extra payment will be made, or changes allowed, for work done in connection with locating the cables. Additionally, the Contractor shall be held wholly and solely responsible for any damages to these cables that may be attributed to their operations.

The Contractor shall be fully responsible for their work operations adjacent to the rail line when working within the railway right-of-way, and indemnify and hold harmless the City from any and all claims, demands, actions and costs whatsoever, that may arise directly or indirectly out of any act or omission of the Contractor, their employees, agents or subcontractors, in the performance of the Work.

7.7 Power Lines

General

The power utility has power facilities that may be within the limits of this project, and alterations to their facilities may be carried out concurrently with the proposed work. Therefore, the Contractor shall maintain close liaison with the power utility and schedule their operations accordingly. The Contractor shall maintain Prime Contractor ("Constructor") responsibilities as per the OH&S when coordinating and working alongside utility providers.

The Contractor, in undertaking any work near existing power lines shall comply with the OH&S Act and applicable electrical and utility codes and regulations.

Prior to commencement of power line relocation, the Contractor shall first carry out the necessary right-of-way clearing. The clearing for power lines may also include clearing an additional strip (up to 6 metres wide) immediately adjacent to the right-of-way, payment for which will be made at the applicable unit price bid for "Clearing" or "Clearing and Timber Salvage". When the Contract does not contain bid items for clearing or clearing and timber salvage, any required clearing will be considered incidental to the work. It shall be the Contractor's responsibility to maintain liaison with the power company to ensure that the necessary land clearances have been arranged.

END OF SECTION

8. MEASUREMENT AND PAYMENT (01120)

8.1 General

Contract Price

The City shall, subject to the terms of this Contract, pay to Contractor as full and total compensation for properly performed Work the Contract Price.

The Contract Price as delineated for various items of Work outlined in APPENDIX "ONE" – TENDER FORM AND UNIT PRICE SCHEDULE shall include the supply of all labour, material, Products, and equipment necessary to construct the Work in accordance with the Contract Documents, unless specifically noted otherwise. The prices bid for supply and installation shall be full compensation for supplying, hauling, installing, cleaning and placing in service together with all other Work subsidiary and incidental thereto for which separate payment is not provided elsewhere.

Where the Contract Price shows separate items for supply and installation, the prices bid for supply shall include supplying, delivering, loading, unloading and all allowances for handling, storage, breakage and waste. Payment will be made only for material actually installed in the Work.

Payment for supply-only items shall be made only for material and Products brought to the Place of the Work and in the Contractor's care, and shall then become the property of the City.

Changes

The Contract Price is subject to adjustment in accordance with the Change provisions described Section 2.7 – Changes in the Work. In the event that a Change results in an increase to the Contract Price, Contractor shall also be entitled to payment for such Change as determined in accordance with Section 2.7.2 – Valuation and Certification of Changes in the Work.

Payment

The City shall, within forty-five (45) days of the date of the City's Representative's issuance of any Progress Payment Certificate, make payment to the Contractor on account. The actual payment made is subject to the City's rights under Law, and the provisions of this Contract, to make deductions.

If the City fails to make payment to the Contractor as they become due under the terms of this Contract or in any award by arbitration or court, interest at the rate of one percent (1%) per month of such unpaid amounts, including earned interest, shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

Currency

All amounts referred to in the context of this Contract shall be in Canadian dollars.

8.2 Payment Certificates

Progress Payment Certificates

In accordance with the provisions of this Contract, the City shall:

- a) Make payments to the Contractor on account of the Contract Price. The amounts of such payments shall be based on the Progress Payment Certificates issued by the City's Representative;
- b) Upon Substantial Performance of the Work and issuance of the Substantial Completion Certificate, pay to the Contractor any unpaid balance of the Contract Price then due including holdback monies then due; provided the Contractor is in compliance with the *Construction Act*, (Ontario), and specification outlined herein.

The Progress Payment Certificate will be prepared by the City's Representative on a monthly basis as the Work progresses and it shall be for the monthly period ending on the final day of each month or as mutually agreed upon by the City Representative and Contractor.

If a Progress Payment is revised following review by the City Representative, the date of submission shall be updated to indicate the revised date of the submission.

Before the first Progress Payment Certificate, the Contractor shall submit to the City's Representative, a Contract Price breakdown for the Lump Sum Items of the Work, aggregating the total amount of the lump sum price(s) and divided so as to facilitate evaluation of applications for payment. Unless a specific date is provided in the Supplementary Conditions, the breakdown shall also identify the date of the month for all monthly claim periods.

The Progress Payment Certificate shall identify the items of Work, actual quantities completed on the Work, Unit Prices, Lump Sums Items, the total of money paid to date, all holdback sums and the net amount approved for payment up to the last day of the agreed monthly period. Measurement for payment shall be in accordance with the relevant provisions of the specifications. The Progress Payment Certificate shall apply only to the value of the Work performed and Products furnished to the Place of the Work.

No Progress Payment Certificate, nor any payments made thereunder shall constitute acceptance of any Work or Products not in accordance with the Contract Documents.

8.3 Bid Items

Lump Sum Bid Items

At the end of each payment period, the City's Representative, in cooperation with the Contractor, will estimate payment for any Lump Sum Items based on percentage complete or as detailed below. The following are typical Lump Sum Items that may appear in APPENDIX "ONE" – TENDER FORM AND UNIT PRICE SCHEDULE:

Mobilization and Demobilization

Where mobilization and demobilization is included as a Lump Sum Item, it shall include the Contractor's costs of mobilization at the beginning of the Project and the cost of demobilization at the end of the Project. Mobilization shall include, but not be limited to items such as bonding, insurance, permits, moving personnel, equipment, materials, supplies and incidentals to the Place of the Work, the establishment of offices, camps and other facilities necessary to undertake the Work and all expenses incurred for other work and operations that must be performed prior to the commencement of the Work. Demobilization shall include items such as submission of Operation & Maintenance Manuals & submission of Drawings of Record, removal of all personnel, materials and equipment, and cleanup of the Place of the Work. For greater certainty, the SUBMISSION OF THESE ITEMS SHALL BE PRIOR TO THE SUBMISSION OF THE LAST PROGRESS PAYMENT.



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Payment for mobilization and demobilization will be made as follows, as approved by the City's Representative:

- Sixty percent (60%) of the lump sum bid will be included in the first Progress Payment Certificate if, and only if, the value of Work completed other than mobilization exceeds ten (10%) of the Contract Price. In the event that the amount of the first Progress Payment, other than mobilization, does not exceed ten percent (10%) of the Contract Price, it will be paid (pro rata) on subsequent Progress Payments; and

Forty percent (40%) of the lump sum bid will be included in the final Progress Payment Certificate upon cleaning up of the Place of the Work and demobilization to the satisfaction of the City's Representative.

When the amount bid for Mobilization exceeds ten percent (10%) of the Contract Price, the City will withhold the portion in excess of ten percent (10%) of the Contract Price until the issuance of the Substantial Completion Certificate. The City's Representative may, at their discretion, recommend partial payment if mobilization or demobilization is not complete.

The amount specified in the Contract Price for mobilization and demobilization will be paid only once, regardless of the number of times the Contractor mobilizes or demobilizes. If the Contract does not contain an amount for mobilization and demobilization, such work shall be considered incidental to the Work and no direct payment will be made for the costs associated with it.

Site Services

Where site services is included as a Lump Sum Item, it shall include the supply, installation and connection of the following site services (as stated and shown in Contract drawings, specifications, and appendices and all incidental and associated work for which separate payment is not specified elsewhere):

Site landscaping and drainage;

Access road;

Sidewalk;

Site clearing; and

Site conditions

Project Closure

Where Project closure is included as a Lump Sum Item it shall include the start-up, commissioning, maintenance and procedure manuals, as built drawings, training and demonstration and all incidental work for which separate payment is not specified elsewhere.

Duration of Work and Site Occupancy

When the Contract Price contains a bid item for "Site Occupancy", Bidders shall indicate the number of Calendar Days required to complete the Work under the "estimated quantity" column of APPENDIX "ONE" – TENDER FORM AND UNIT PRICE SCHEDULE and extend that number of days times the unit price per day to get the total bid for "Site Occupancy".

Payment for Site Occupancy

Payment for "Site Occupancy" will be made as follows:



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If the Contractor completes the Work in more than the number of Calendar Days entered in the "Site Occupancy" bid item, an assessment equal to the unit price per day as shown multiplied by the difference between the estimated and actual number of Calendar Days will be made and charged to the Contractor. This assessment will be deducted from any monies due the Contractor.

If the Contractor completes the work in fewer Calendar Days than the number entered in the "Site Occupancy" bid item, a payment will be made equal to the unit price per day as shown multiplied by the difference between the estimated and actual number of Calendar Days.

If the Contractor completes the work in the exact number of days entered in the "Site Occupancy" bid item, no payment will be made.

Calculation of Calendar Days

Calendar Days will be calculated as whole days. The assessment of Calendar Days will commence on the day of the first disturbance within the Project limits. Thereafter, every day will be counted as a Calendar Day with the exception of when:

The Contractor is prohibited from working due to restrictions imposed by local bylaws after the Contract has been awarded or as a result of directives from the City,

The Contractor schedules employee time off subject to the conditions specified herein,

The Project is delayed due to inclement weather subject to the conditions specified herein,

The Project is shut down for winter, or

The Contractor pre-schedules interruptions to continuous execution of the Work as a result of the desire to schedule distinct phases of the Work at different times. Distinct phases are generally defined as the larger Work groups such as site grading, underground installations, or surface work improvements, that require different types of equipment; however, the City's Representative may approve scheduled interruptions for other components of the Work at their discretion. Any such interruptions must be identified in the Contractor's construction schedule and approved by the City (collectively, "**Calendar Days**")

Employee Time Off

The Contractor will be granted a maximum of eight (8) non-charged days per thirty (30) day period for the purpose of allowing employee time off, providing:

The City's Representative is given at least seven (7) days' notice,

There is no construction taking place that requires the presence of the City's Representative, and

No more than five (5) consecutive days are taken at one time.

The thirty (30) day period will start at the commencement of Work, as defined above, and any of the time off days not taken in a specified thirty (30) day period will not be permitted to be used in subsequent periods. When the estimated number of Calendar Days required to complete the Project is less than thirty (30), the number of allowable days off for this purpose will be calculated on a prorated basis and rounded to the nearest whole number of days.

Inclement Weather

On a day that the Contractor works less than a normal working day at the Place of Work for reasons of inclement weather, but works at least half of a normal working day, that day will be



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counted as a Calendar Day. A normal working day shall comprise the average duration worked by the Contractor on the preceding five (5) uninterrupted working days. A day on which the Contractor is unable to work at the Place of the Work, or works less than half a normal working day, for reasons of inclement weather or conditions resulting from inclement weather, shall not be counted as a Calendar Day.

General Site Occupancy Conditions

Assessment of Calendar Days will cease only when, in the opinion of the City's Representative, the Project is ready for the Construction Completion inspection. Calendar Days will not be assessed during the period from the date of completion of the entire Work to the actual date of the Construction Completion inspection, or during the completion of any deficiencies identified through the Construction Completion inspection.

The City's Representative will, on a weekly basis, prepare a statement for the Contractor showing the number of Calendar Days worked on the Contract during that week. In the event that the Contractor disagrees with the number of Calendar Days shown on the statement, he shall, within one (1) week of the date of such statement, notify the City's Representative in writing of reasons for the disagreement, otherwise the number of Calendar Days shown on the statement shall be considered final.

An increase in the number of Calendar Days to complete the Work will be considered for an increase in quantities, late delivery of City supplied materials, design changes to the Project, or any other reason that, in the opinion of the City's Representative, is outside the control of the Contractor, or could not have been reasonably foreseen by the Contractor.

If the Contractor believes there is an entitlement to an extension of the number of Calendar Days required to complete the Work, he shall, prior to the completion of the Work, submit a written request to the City's Representative setting out the reasons for the request, justifying the number of additional days required.

8.4 Incidental Work

The following will be considered incidental to the Work under this Contract, and separate payment will not be made:

Locating and protecting existing utilities and structures;

Ground and surface water disposal;

Restoration of any existing facilities damaged during construction;

Coordination with the Client, City's Representative, Other Project Participants and utility authorities as required;

Dewatering of the Place of Work for construction purposes; and

Any other work related to the performance of the Contract for which separate payment is not specified elsewhere.

8.5 Additional City Rights Related to Payment

Holdbacks



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The City shall be entitled to deduct and retain all amounts as may be prescribed pursuant to the *Construction Act*, (Ontario) or equivalent legislation or otherwise prescribed by Laws. All such amounts retained by City shall be paid to the Contractor in accordance with the terms and conditions of such Laws.

Notwithstanding any other provisions of this Contract:

Upon acceptance of a notice of Substantial Performance and the issuance of a Substantial Completion Certificate by the City's Representative on behalf of the City, the City shall pay the Contractor any holdbacks following the expiration of any holdback period prescribed by Laws and applicable to the Place of the Work, provided that no lien derived under any subcontract is outstanding, and the Contractor has submitted to the City a sworn statement that all accounts for labour, subcontractors, products, construction machinery and equipment, and any other indebtedness that may have been incurred by the Contractor in the performance of the Contract and for which the City might in any way be held responsible, have been paid in full except holdback monies properly retained.

The Contractor is to advertise the acceptance of Form 9 – “Certificate of Substantial Performance” of the Contract under Section 32 of the Act (Appendix C) in the “Daily Commercial News”, Link2Build, or other *Construction Act* compliant outlet acceptable to the City, to publicise the start of the sixty (60) day lien holdback period. The advertisement should be issued concurrently with acceptance date of the Substantial Completion Certificate. The Contractor shall provide proof of publication to the City.

8.6 2% Warranty Holdback

Scope

This specification covers the requirements of the contract administration of a 2% Warranty Holdback for Remedial Work.

References - Section 2.14 – Warranty

8.7 Administration

In conjunction with the Remedial Work outlined in Section 2.14 – Warranty, a 2% Warranty Holdback will be retained for Remedial Work purposes. The 2% Warranty Holdback will not be released to the Contractor until a one (1) year warranty period has expired and all deficient items have been rectified and completed as outlined under Section 2.14 – Warranty.

Set Off

The City shall have the right to apply any monies due to Contractor or any affiliate of Contractor howsoever arising toward the payment of any sums which Contractor or any affiliate of Contractor may now or hereafter owe to City.

8.8 Taxes

Harmonized Sales Tax (HST)

HST applies to this contract. The successful Contractor will indicate on each application for payment, as a separate amount, the appropriate HST the City of Kenora is obligated to pay. This



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amount will be paid to the Contractor in addition to the amount certified for payment under the Contract. HST shall be added to the Contractor's invoice amount as required pursuant to any Laws including the *Excise Tax Act* (ETA) Canada. Payment of HST on any holdback shall be made at the time of final holdback release.

General

Except for HST payable by City, Contractor is exclusively liable for, and shall pay before delinquency, all Taxes imposed or levied by any taxing authority in respect of the performance of the Work and this Contract. Contractor shall be liable for, and shall indemnify and hold the City harmless from and against all such Taxes, expenses or costs incurred or suffered by City attributable to Contractor's failure to pay Taxes. City may deduct or withhold from any payments made under this Contract (without any gross-up for the Taxes so withheld or indemnity to Contractor) any amounts that are required to be deducted or withheld therefrom in respect of any Taxes pursuant to any Laws, shall remit such amounts to the applicable taxing authority and shall, within a reasonable time, furnish a Tax form, receipt or other evidence to Contractor showing payment of any Tax or withholding.

8.9 Liquidated Damages

If the Contractor fails to complete and deliver the Work or any of the specified portion of the Work, by the Completion Date required by the Contract Documents, it is agreed that the Contractor shall pay to the City, as liquidated damages, five hundred dollars (\$500.00) for each calendar day that any portion of the Work, in the opinion of the City's Representative, remains incomplete after the Completion Date, and the City, in addition to any other rights and remedies it may have, shall be entitled to deduct from any payments due to the Contractor the additional costs to the City of the engineering services incurred as a result of the Contractor's failure to complete the Work on time. The liquidated damages described above are a genuine pre-estimate, to the best of the parties' abilities, of the financial, reputational, and other non-financial damages that the City will suffer as a result of the Contractor failing to complete the work on time and are not a penalty.

END OF SECTION

9. PROJECT MANAGEMENT AND COORDINATION (01130)

9.1 General

The Contractor shall be responsible for:

- a) Coordination of Work with Other Project Participants under the administration of the City's Representative.
- b) Coordination with utility companies.

The City's Representative shall be responsible for:

- a) Construction organization and start up meetings.
- b) Progress meetings.

9.2 Coordination

Although the specifications set forth the work of various trades under separate Divisions, it is not intended that the work of that trade is limited to or includes all work set forth in that particular division. The Contractor shall delegate the extent of the Work to be done by the various trades and shall coordinate execution of the Work by all trades.

Although the specifications are separated into titled divisions, neither the City's Representative nor the City will act as an arbitrator to establish limits of any agreements between the Contractor and their Subcontractor.

The Contractor shall coordinate with other Project Participants.

9.3 Project Progress Meetings

The City shall:

- a) Schedule and administer weekly project meetings throughout progress of Work, as determined by City's Representative.
- b) Schedule and administer pre-installation meetings when specified in the Contract Documents and when required to coordinate related or affected work.
- c) Prepare agenda for meetings.
- d) Distribute written notice of each meeting two (2) days in advance of meeting date to Contractor
- e) Provide physical space and make arrangements for meetings.
- f) Preside at meetings.
- g) Record minutes. Include significant proceedings and decisions. Identify action by parties.
- h) Reproduce and distribute copies of minutes within three (3) days after each meeting and transmit to meeting participants, affected parties not in attendance, City and City's Representative.

The City's Representative will schedule and administer project meetings throughout the progress of the Work.

The City shall provide physical space, table and chairs for all participants and make arrangements for meetings.

Representatives of Contractor, Subcontractor and suppliers attending meetings shall be qualified and authorized to act on behalf of the party each represents

9.4 Communications Required

The Contractor shall notify the City Representative and the City of Kenora Corporate Services Department via the communications@kenora.ca email ten (10) business days prior to mobilization to a worksite. The email must state the date when the Contractor will mobilize to the site and must include a copy of the approved traffic control plan as per Section 12 Submittals.

When the work requires a deviation from an approved traffic control plan submitted under Section 12 Submittals consistent in accordance with Section 14 Temporary Facilities, the Contractor must submit to the City's Representative an updated traffic control plan a minimum of three (3) *Working Days* prior to the planned deviation. The City's Representative shall within one (1) business day review the submission and if approved submit to City of Kenora Corporate Services for distribution.

In situations where the request is incomplete and has not been approved the Contractor must revise and resubmit the plan to the City of Kenora. The City's Representative shall within one (1) business day review the submission and if approved submit to City of Kenora Corporate Services for distribution.

9.5 Construction Organization and Start Up

Within ten (10) days after execution of the Contract, the City's Representative will request a meeting of all parties in contract to discuss and resolve administrative procedures and responsibilities.

The appropriate senior representatives of the City, City's Representative, and the Contractor are to be in attendance. The Contractor may invite senior representatives of major Subcontractors if he so desires.

After time and location of meeting is established, the Contractor shall notify all parties concerned to attend.

The City's Representative will chair and record discussion and decisions, and will circulate minutes to all parties present.

Construction Organization and Start up Meeting (Pre-construction meeting) will be arranged by the City's Representative after Award of the Contract to discuss and resolve administrative procedures and responsibilities.

The meeting will be held at the City's Representative's Administration Office, or at an alternate location at or near the Place of the Work.

Representatives of the City, City's Representative, Contractor, Major Subcontractors, Field Inspectors and Supervisor must be in attendance.

The City's Representative will chair and record discussions and decisions, and circulate the minutes to all parties concerned.

Agenda will include, but not limited to the following:

- a) Appointment of official representatives of participants in the Work;
- b) Safety, roles and responsibilities of designates;
- c) Weekly Safety meeting with all employees;

- d) Schedule of the Work, progress scheduling;
- e) Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences;
- f) Delivery schedule of specified equipment;
- g) Site security;
- h) Contemplated Change Order and Change Order, procedures, approvals required, mark-up percentage permitted, time extensions, overtime, administrative requirements;
- i) City-supplied products;
- j) Drawing of Records;
- k) Monthly Progress Claims, administrative procedures, photographs and hold backs;
- l) Appointment of inspection and testing agencies or firms; and
- m) Insurances and transcript of policies.

9.6 On-Site Documents

The Contractor shall maintain at the Place of the Work, one (1) copy of each of the following:

- a) Contract Documents;
- b) Contract Drawings;
- c) Specifications;
- d) Addenda;
- e) Change Order;
- f) Reviewed Shop Drawings;
- g) Modifications to the Contract;
- h) Field Test Results;
- i) Copy of the up to date Construction schedule;
- j) Manufacturer's Installation and Application; and
- k) Labour conditions and wage schedules.

9.7 Schedule

The Contractor shall submit the Work Schedule in accordance with Section 2.6.2 – Work Schedule and revise and resubmit such Work Schedule as directed by the City's Representative as per the provisions of this Contract.

END OF SECTION

10. ENVIRONMENTAL PROTECTION (01140)

10.1 Noise Controls

The Contractor shall comply with the requirements of municipal and/or provincial bylaws regarding noise abatement and hours of work, and shall take all necessary steps to ensure the generation and transmission of noise and vibration which is found to be objectionable is corrected at no additional cost to the City and to the satisfaction of the City's Representative.

Night work or holiday work does require written permission from the City/Municipality.

10.2 Dust Control

The Contractor shall perform the work in a manner that will not produce an objectionable amount of dust, as determined by the City. Dust control measures shall be paid for by the Contractor. The Contractor shall use all means necessary to control dust on and near the Place of the Work and moisten surfaces as required to prevent dust nuisances to the public, surrounding properties and others at the Place of the Work. The Contractor shall supply the water as needed for dust control.

10.3 Environmental Management

The Contractor shall not dump, spill or dispose of any overburden, trees, brush, petroleum products, camp refuse or other debris into any watercourse, reservoir or other natural water basin, or into any area that may ultimately cause pollution to water drainage or storage systems. The Contractor shall clean up any deposits of waste arising from their Work that may cause subsequent pollution, and should he fail to do so, the City may, without further notice, arrange the cleanup of such deposits at the expense of the Contractor. Any inert solid waste materials resulting from the production of asphalt concrete pavement, concrete or soil cement shall be stored by the Contractor in stockpiles during activities and operations on the disturbed land. The Contractor shall remove and dispose of such material in a manner acceptable to the appropriate regulatory agencies and the City's Representative, on completion of the Work.

Maintain temporary erosion and pollution control features installed under this contract and provide an emergency spill response plan for mechanical fluid spills.

The Contractor shall conduct their operations in accordance with the current legislation concerning pollution control, including the Environmental Protection and Enhancement Act and other related legislation.

It shall be the Contractor's responsibility to familiarize himself with the applicable legislation and regulations and obtain all necessary permits and approvals for their operations.

Environmental Permits, and Other Regulations

The City's Representative will obtain the environmental permits required in respect of stream crossings, and will have planned the general project schedule in compliance with such permit. The Contractor shall conduct their operations in all respect to comply with the conditions of the permit as referenced in the Contract.

The natural banks of streams shall not be disturbed, except as noted on the plans or by permission of the City's Representative. If a cut is permitted, the area is to be restored to its original condition

to the satisfaction of the City's Representative. Restoration may include re-seeding and the establishment of permanent vegetation.

The Contractor shall obtain whatever further permits may be found necessary, and shall provide the City's Representative with written confirmation of the approval, by the permit agencies, of their full compliance before holdback will be released.

Responsibility and Conditions of Payment for Environmental Management

The Contractor shall comply with all conditions of all environmental approvals and permits for the project, familiarize himself with the applicable legislation and regulations concerning environmental protection, and shall conduct their activities in accordance with such legislation and regulations.

The Contract documents may specify the use of various erosion control or environmental control devices at specific locations throughout the project. These are items that are considered necessary for erosion or environmental control for some period of time following the completion of construction. The timing of the installation or construction of these devices, and the quantities required, will be specified in the Contract or determined by the City's Representative. These devices, only at the locations and quantities specified in the Contract, will be paid for at the applicable unit prices for the specific device used.

All other environmental or erosion control devices or procedures required to ensure compliance with the applicable legislation, regulations or approvals during construction are deemed to be necessary only as "temporary environmental control measures", and shall be the direct responsibility of the Contractor. This shall include the responsibility for determining the quantities, nature and locations of such devices or procedures and the timing of each event. The Contractor shall, to the extent possible, identify these devices or procedures in writing to the City Representative.

If, at any time during the Project, it is determined that the devices or procedures detailed above (any specific measures, locations or quantities proposed) are insufficient, the Contractor shall modify the Plan accordingly.

No separate payment will be made for any "temporary environmental control measures" undertaken by the Contractor, regardless of whether or not the temporary measure had been included prior or whether or not the Contract contains a bid item for the device(s) or procedure(s) used. Removing and disposing of material from silt containment ponds and sediment barriers will be incidental to the Work.

Reporting Procedures for Spills of Deleterious or Hazardous Substances

During construction, any releases of silt or other deleterious substances into a body of water or watercourse shall be immediately reported to the City's Representative, Ministry of Natural Resources and Forestry, Ministry of Environment, Conservation and Parks, and the Federal Department of Fisheries and Oceans (1-800-222-6514).

In the event of the release of silt or other deleterious substance into a body of water or watercourse, the Contractor shall take all reasonable measures to contain the release and repair any damage at their expense.

Spills or releases of Hazardous Substances shall also be immediately reported to the City's Representative and Ministry of Natural Resources and Forestry, Ministry of Environment,

Conservation and Parks, and, if a body of water is involved, the City's Representative and Federal Department of Fisheries and Oceans (1-800-222-6514). The Contractor shall take all reasonable measures to contain and clean up the spill, and any such work shall be performed in accordance with the applicable legislation and regulations at the Contractor's expense.

10.4 Pollution Control

The Contractor shall conform to local ordinances and bylaws relating to littering of streets, dust and noise. Conduct noisy operations in such a manner as to cause the least disturbance to neighbouring residents.

The Contractor shall take precautions to prevent depositing mud or debris on public or private roadways adjacent to the work. Clean up immediately, otherwise the City's Representative will direct necessary clean up, with all costs back-charged to the Contractor.

Perform the work in conformance with the applicable sections of the Provincial Regulations with respect to air and water pollution control requirements.

Maintain temporary erosion and pollution control features installed under this contract.

Control emissions from equipment and plant to local authorities' emission requirements.

Cover dry materials and rubbish to prevent blowing dust and debris.

Tightly seal against corrosion and rust all containers of fuel, hazardous or toxic chemicals.

Vehicle and equipment maintenance shall occur in designated areas. Contain and handle all maintenance fluids in accordance with the current National Fire Code of Canada. Spillage on the ground is prohibited.

Hoses and equipment for transfer of fuels and other hazardous fluids shall be in good condition, properly functioning with approved check valves and shall be attended by a qualified person for the duration of transfer of fuels or hazardous fluids.

Greasy and oily rags and oil waste shall be contained in approved, sealed containers. Remove from the worksite and dispose of this material in accordance with the most stringent of applicable Federal, Provincial and Municipal Regulations.

The use of oil for dust control is prohibited. Use only fresh water.

Comply with any Local, Provincial or Federal Noise Bylaws or Regulations.

10.5 Disposal of Wastes

Burying of rubbish and waste on site is not permitted.

Disposal of waste or volatile materials into waterways, storm or sanitary sewers is not permitted.

Pumping or draining water containing silt in suspension into waterways, sewers or drainage systems is prohibited.

10.6 Work Adjacent to Waterways

Requirements and regulations for working around water bodies and water body banks shall conform to the specifications laid out in OPSS.PROV 182.

10.7 Site Cleaning and Plant Protection

Remove trees, fences and other structures from the site of the work, as necessary to perform the work. Tree removal must be approved by the City's Representative.

Remove only those items that must be removed, or are clearly shown on the drawings to be removed.

Protect all remaining trees, plants, fences and other items from damage during construction.

Restrict the stripping of topsoil and vegetation to areas indicated or approved by the City's Representative.

Take precautions to prevent depositing mud or debris on public or private roadways adjacent to the work. Clean up immediately, otherwise the City's Representative will direct necessary cleanup with all costs charged to the Contractor.

Pay special attention to the existing surface features on site and in private lots. In particular where fences, garbage bins and sheds, landscaping and other surface features are affected, reinstate these existing surface features after backfilling.

10.8 Fires

Fires and burning of rubbish on site are not permitted unless approved by City/Municipality.

10.9 Drainage

Provide temporary drainage and pumping as necessary to keep excavations and site free from water.

Do not pump water containing suspended materials into waterways, sewer or drainage systems.

Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

10.10 Spillages

Report immediately to the City's Representative any accidental spill of chemicals, liquid or dry.

Report immediately to the City's Representative all spills of fuel whether contained in a dyke or otherwise.

Identify the spill, take all safety precautions before approaching it, determine the source of the leak, attempt to stop the flow, and contain the escaped material.

Report the spill to the appropriate environmental authority if required, including but not limited to the Ministry of Environment, Conservation and Parks 1-866-663-8477 (MOETIPS).

END OF SECTION

11. CONTRACT CLOSEOUT (01160)

11.1 Work Included

- a) Final cleaning
- b) Document submission
- c) Project commissioning
- d) Inspection and takeover procedures

11.2 Final Cleaning

When the work is substantially performed, the Contractor shall remove surplus products, tools, construction machinery and equipment not required for the performance of the remaining work.

The Contractor shall remove waste products and debris other than that caused by the City, other Contractors or their employees, and leave the work clean and suitable for acceptance by City.

When the work is totally performed, remove remaining products, tools, construction machinery and equipment. The Contractor shall remove waste products and debris other than that caused by the City or other Contractors.

The Contractor shall remove waste materials and debris from the site at regularly scheduled times or dispose of as directed by the City's Representative. Do not burn waste materials on site.

The Contractor shall make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.

11.3 Documents

The Contractor shall collect reviewed submittals and assemble documents executed by Subcontractors, suppliers and manufacturers.

The Contractor shall submit material prior to final Progress Certificate Application.

The Contractor shall provide warranties and bonds fully executed and notarized.

The Contractor shall execute transition of Performance and Labour and Materials Payment Bond to warranty period requirements.

The Contractor shall submit a final Progress Certificate giving total adjusted Contract Sum, previous payments and monies remaining due, including the statutory declaration.

As specified in other sections of the specifications, the Contractor is required to provide a set of engineering drawings with approved changes made during construction and as built details marked in red for review by the City's Representative, who will prepare record drawings. The Contractor is also required to provide service connection reports, survey notes, test results and all other documents. Such information shall be turned over to the City's Representative before the Substantial Completion Certificate is issued.

Record documents shall be neat, legible and accurate.

11.4 Project Commissioning

The Contractor shall:

Expedite and complete deficiencies and defects identified by the City's Representative.

Submit required documentation such as statutory declarations, Workers' Compensation Certificates, warranties, certificates of approval or acceptance from regulatory bodies.

Review inspection and testing reports to verify conformance to the intent of the documents and that changes, repairs or replacements have been completed.

Provide on-going review, inspection and attendance to maintenance and repair problems during the Warranty periods.

11.5 Takeover Procedure

Prior to application of Substantial Completion Certificates, the Contractor shall carefully inspect the work and ensure it is complete, and the site is clean. The Contractor shall notify the City's Representative in writing, of satisfactory completion of the work and request an inspection.

END OF SECTION

12. SUBMITTALS (01300)

12.1 Traffic Accommodation Strategy

The Contractor shall submit a Traffic Accommodation Strategy to the City's Representative for review at least fourteen (14) calendar days prior to the pre-construction meeting, in accordance with Ontario Traffic Manual (OTM) Book 7 – current edition.

12.2 Shop Drawings

The Contractor shall arrange for the preparation of clearly identified Shop Drawings as specified, or as the City's Representative may reasonably request. Shop Drawings are to clearly indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Shop Drawings are to indicate their relationship to design drawings and specifications. The Contractor shall notify the City's Representative in writing of any deviations in Shop Drawings from the requirements of the Contract Documents.

The Contractor shall:

Submit materials and equipment by manufacturer, trade name and model number. Include copies of applicable brochure or catalogue material. Do not assume applicable catalogues are available in the City's Representative's office. Maintenance and operating manuals are not suitable submittal material.

Clearly mark each sheet of printed submittal material (using arrows, underlining or circling) to show particular sizes, types, model numbers, ratings, capacities, options, and similar criteria for item, actually being proposed. Cross out non applicable material. Specifically note on the submittal specified features, such as special tank linings, pump seals, impellor type, materials, painting, etc.

Include dimensional data for roughing-in and installation; technical data sufficient to check that equipment meets requirements of drawings and specifications; wiring, piping, and service connection data; and motor sizes, complete with voltage ratings and schedules as applicable.

Examine all Shop Drawings, prior to submission to the City's Representative, to ensure that all necessary requirements have been determined and verified, and that each shop drawing has been checked and coordinated with the requirements of the Work and the Contract Documents. Examination of each shop drawing shall be indicated by stamp, date and signature of a responsible person. Shop Drawings not stamped, signed and dated will be returned without being reviewed and shall be considered rejected.

Submit Shop Drawings to the City's Representative for their review, with reasonable promptness and in an orderly sequence, so as to cause no delay in Work. Failure to submit Shop Drawings in ample time is not to be considered sufficient reason for an extension of Contract Term, and no claim for extension by reason of such default will be allowed. If requested, the City's Representative will jointly prepare a schedule fixing the dates for submission and return of Shop Drawings.

The City's Representative will review and return Shop Drawings in accordance with any schedule agreed upon or otherwise with reasonable promptness, so as to cause no delay in Work.

Submit three (3) copies of white prints to the City's Representative for review.

Shop drawing review by the City's Representative is solely to ascertain conformance with the general design concept. Responsibility for approval of detail design inherent in Shop Drawings rests with the Contractor, and review by the City's Representative shall not imply such approval.

Review by the City's Representative shall not relieve the Contractor of their responsibility for errors or omissions in Shop Drawings, or for proper completion of the Work in accordance with the Contract Documents.

Responsibility for verification and correlation of field dimensions, fabrication processes, techniques of construction, and installation and co-ordination of all parts of the Work rests with the Contractor.

Shop Drawings will be returned to the Contractor with one of the following notations:

- a) When stamped "REVIEWED", distribute additional copies as required for execution of the Work.
- b) When stamped "REVIEWED AS MODIFIED", ensure that all copies for use are modified and distributed, same as specified for "REVIEWED".
- c) When stamped "REVISE & RE-SUBMIT", make the necessary revisions, consistent with the Contract, and submit again for review.
- d) When stamped "NOT REVIEWED", submit other drawings, brochures, or other necessary information for review, consistent with the Contract.

Only Shop Drawings bearing "REVIEWED" or "REVIEWED AS MODIFIED" shall be used on the Work, unless otherwise authorized by the City's Representative.

Application of any of the above stamps is not to be inferred as lessening any of the Contractor's responsibilities outlined in this Contract.

After submittals are stamped "REVIEWED" or "REVIEWED AS MODIFIED", no further revisions are permitted unless resubmitted to the City's Representative for further review.

Any adjustments made on Shop Drawings by the City's Representative are not intended to change the Contract Price. If it is deemed that such adjustments affect the Contract Price, clearly state as such in writing prior to proceeding with fabrication and installation of work.

The Contractor shall make changes in Shop Drawings, which the City's Representative may require, consistent with Contract Documents.

When resubmitting, the Contractor shall notify the City's Representative in writing of any revisions to the Shop Drawings other than those requested by the City's Representative.

Shop Drawings indicating design requirements not included in the Contract documents require the seal of a Professional Engineer, registered in the province of the Place of the Work. City's Representative calculations shall be submitted for review, if requested, and signed by a Professional Engineer.

12.3 Record Drawings

After award of Contract, the City's Representative will provide a complete set of drawings to the Contractor for the purpose of maintaining "as-built" record drawings. The Contractor shall accurately record significant deviations from Contract documents caused by site conditions and changes ordered by the City's Representative.



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The Contractor shall record locations of concealed elements of construction. Identify drawings as "Project Record Copy". Maintain in good condition and make available for inspection at the Place of the Work by City's Representative at all times. Not less than two (2) weeks prior to application for a Certificate of Substantial Performance, the Contractor shall submit record drawings to City's Representative for review.

Failure to submit satisfactory record drawings will entitle the City's Representative to withhold five thousand dollars (\$5,000.00) from the contract payments, and to retain such monies until satisfactory record drawings are submitted and approved. The City's Representative may also deduct from this sum any costs incurred by the City's Representative or the City in generating satisfactory record drawings.

12.4 Photographs and Publicity

No photographs of the Place of Work, or of any portion of the Work, will be permitted for publicity or press release without prior approval of the City's Representative.

END OF SECTION

13. QUALITY CONTROL (01430)

13.1 Inspection and Testing Of Work

Laboratories/Agencies

Inspection/testing agencies may be engaged by the City for the purpose of inspecting and/or testing portions of work. All costs of such services will be borne by the City, except as noted in this section.

All equipment required for carrying out inspection and testing will be provided by the respective agencies.

Employment of inspection/testing agencies in no way relieves the contractor of responsibility to perform work in accordance with the Contract Documents.

Access to Work and Plant

The Contractor shall allow the inspection/testing agencies access to all portions of Work at the Place of the Work, and manufacturing and fabrication plants, as may be necessary. The Contractor shall also cooperate to provide reasonable facilities for such access.

Procedures for Test

The Contractor shall notify the respective agencies and City's Representative well in advance of the requirements for tests, in order that necessary arrangements can be made. Claims for costs or schedule extensions arising from delays associated with testing requirements will not be entertained.

The Contractor shall submit necessary samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence, so as to cause no delay in work.

The Contractor shall provide workers and facilities to obtain and handle samples and/or materials at the Place of the Work and provide sufficient space to facilitate the storage and curing of test samples.

If defects are revealed during inspection and/or testing, the inspection/testing agencies may request additional inspection and/or testing to ascertain full degree of defects. The Contractor shall correct defects and irregularities and pay all costs for re-testing and re-inspection. Refer to Section 2.14.2 – Rejected Work.

The Contractor shall notify the City's Representative and authorities in ample time before testing to permit inspection and to allow tests to be witnessed.

The Contractor shall remove or repair defective products or Work that fail to meet specified requirements, as directed by the City's Representative, at the Contractor's expense.

13.2 Project Holdpoints

Project holdpoints may be placed by the City for the purpose of inspecting the Work and ensuring compliance with the project specifications. The Contractor shall notify the City's Representative at least 48 hours prior to each scheduled holdpoint inspection.

The Contractor shall not proceed work beyond any listed holdpoint without written approval from the City's Representative. Such written approval shall be provided by the City's Representative within 24 hours of the inspection. In the case of unsatisfactory work, the City's Representative shall notify the Contractor in writing within 24 hours. The Contractor shall rectify the identified issues and notify the City's Representative for re-inspection prior to proceeding with the work.

Approval of any work at a holdpoint does not relieve the Contractor of its responsibility to comply with all other obligations under this Contract, including but not limited to survey layout, quality control, safety standards, and adherence to the project schedule and specifications.

Holdpoints

Subgrade Inspection: The Contractor shall notify the City's Representative after excavation to the design subgrade has been completed, prior to the installation of any geotextile, geogrid, or granular materials, to allow for inspection of subgrade quality and to identify areas requiring additional excavation.

Concrete Flatwork: The Contractor shall schedule an inspection with the City's Representative and any applicable Subcontractors prior to the commencement of any concrete works, including but not limited to sidewalks, driveways, walkways, stairs, and retaining walls. The Contractor shall also notify the City's Representative prior to the placement of concrete to allow the City's Representative to inspect all formwork and reinforcement. No concrete shall be placed until all formwork and reinforcement have been inspected and approved by the City's Representative.

Concrete Curb: The Contractor shall schedule an inspection with the City's Representative and any applicable Subcontractors prior to the commencement of curb installation to confirm curb alignment and the location of driveways and curb drops.

Asphalt Pavement: The Contractor shall schedule an inspection with the City's Representative and any applicable Subcontractors after the installation of the granular base has been completed, prior to the installation of any asphalt pavement.

Topsoil & Sod: The Contractor shall schedule an inspection with the City's Representative and any applicable Subcontractors prior to the commencement of any boulevard grading, topsoil, and sod installation to determine the limits of work and to identify areas requiring regrading or cleanup prior to topsoil and sod installation.

13.3 Tests and Mix Designs

The Contractor shall furnish to the City's Representative test results and mix designs as requested in the specifications.

13.4 Reference Standards

Within the text of the specifications, reference may be made to the following standards:

AASHTO	American Association of State Highways and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
API	American Petroleum Institute

ASTM	American Society for Testing Materials
AWS	American Welding Society
AWWA	American Water Works Association
CAN	National Standards of Canada
CCA	Canadian Construction Association
CEC	Canadian Electrical Code
CGA	Canadian Gas Association
CGSB	Canadian Government Specification Board
CSA	Canadian Standards Association
CSPI	Corrugated Steel Pipe Institute
CWB	Canadian Welding Bureau
FM	Factory Mutual Engineering Corporation
IAO	Insurer's Advisory Organization
ISO	International Organization for Standardization
NBC	National Building Code
RTAC	Roads and Transportation Association of Canada
SSPC	Steel Structures Painting Council
TAC	Transportation Association of Canada
WSIB	Workplace Safety & Insurance Board
ULC	Underwriters Laboratories of Canada
MECP	Ministry of Environment, Conservation and Parks

The Contractor shall conform to such standards, in whole or in part, as specified.

Where dates with specified standards are noted, or where specified standards are not dated, conform to the latest issue of the specified standards, as amended and revised to the Bid closing date.

If there is a question as to whether any product or system is in conformance with applicable standards, the City's Representative reserves the right to have such products or systems tested to prove or disprove conformance. The cost for such testing will be borne by the City, in the event of conformance with Contract Documents, or by the Contractor, in the event of non-conformance.

13.5 Abbreviations

The abbreviations refer to Specifications, Methods and Standards issued by the respective Association, and the abbreviations are used in the specifications.

Alphanumeric designations following the abbreviations denote the specification, method or standard.

The specifications are metric and metric usage is based upon SI units in accordance with CSA Standard CAN/CSA-Z234.1-89 Canadian Metric Practice Guide. In this specification SI units are abbreviated in accordance with the Metric Units and Abbreviations below.

Linear Measure	
Metre	m
Millimetre	mm
Kilometre	km
Micrometre	micro-m
Area	
Square metre	m ²
Square millimetre	mm ²
Hectare	ha
Volume	
Cubic metre	m ³
Litre	l
Mass and Density	
Kilogram	kg
Gram	g
Tonne	t
Kilogram per metre	kg/m
Gram per metre	g/m
Kilogram per square metre	kg/m ²
Gram per square metre	g/m ²
Kilogram per cubic metre	kg/m ³
Temperature	
Degree Celsius	C°
Force, Pressure, Stress	
Newton	N

Kilo newton	kN
Pascal	Pa
Kilopascal	kPa
Mega Pascal	MPa
Velocity, Rate of Flow	
Metre per second	m/s
Metre per hour	m/h
Kilometre per hour	km/h
Litre per second	L/s
Cubic metre per second	m ³ /s
Power, Energy, Heat, Work	
Watt	W
Kilowatt	kW
Kilowatt hour	kWh
Joule	J
Electricity	
Ampere	A
Volt	V
Illumination	
Foot-candle	fc
Lumen	lm
Lux	lx

END OF SECTION

14. TEMPORARY FACILITIES (01500)

14.1 Field Offices and Sheds

Contractor's Office

The Contractor shall have the option of providing and maintaining an onsite office as required or as permitted, in clean condition, during entire progress of work, a suitable office, adequately lighted, heated and ventilated, for own usage.

The Contractor shall locate where directed by the City's Representative.

The Contractor shall provide within the office space adequate for first aid facilities, as recommended by Occupational Health and Safety.

City's Representative's Office

Resident City's Representative's office will not be required.

Subcontractor's Office

Subcontractors are to provide themselves with offices as necessary.

The Contractor shall locate where directed by the City's Representative.

Equipment and Tool Storage

The Contractor shall provide and maintain in clean and orderly condition adequate lockable storage sheds for tools and equipment. Locate where directed by the City's Representative.

Materials Storage

The Contractor shall provide and maintain in clean and orderly condition suitable weatherproof and lockable sheds for storage and protection of materials which require protection. Locate shed where directed by the City's Representative.

The Contractor shall allocate storage areas at the Place of the Work for materials that do not require weatherproof sheds, maintain areas in clean and orderly condition and limit storage of materials and items to storage areas only.

14.2 Utilities

Sanitary Facilities

The Contractor shall provide sufficient sanitary facilities for workers, in accordance with local health authorities, maintain such facilities in clean and tidy condition and remove such facilities prior to completion of the Work.

The Contractor shall ensure that any disruption to the residential sanitary sewer system is limited to four (4) hours. Written notice shall be provided to all affected residents and alternate arrangements shall be made if the disruption to service exceeds four hours.

Water Supply

The Contractor shall provide a continuous supply of water for use during construction, and make necessary arrangements for connection with appropriate utility companies, and remove any such facilities prior to completion of the Work.

The Contractor shall maintain water supply in good condition until permanent supply is installed and ready for use. All temporary water systems shall be cleaned and disinfected prior to use. Use permanent water supply, provided damage does not occur.

Payment for this Work will be made on a lump sum basis as indicated in APPENDIX "ONE" – TENDER FORM AND UNIT PRICE SCHEDULE.

Dewatering

The Contractor shall provide temporary drainage and pumping facilities as may be necessary to keep excavations and the Place of Work free from water at all times. The Contractor should be prepared to properly handle flowing water in excavations. No consideration will be given to claims arising as a result of a lack of effort on the part of the Contractor in dewatering the work area. Any dewatering required shall be considered incidental to the Contract.

The Contractor shall not discharge drainage water into municipal sewers without written approval from the governing authority.

The Contractor shall not discharge drainage water containing silt in suspension into sewage lines or water bodies.

14.3 Services

Existing Services

The Contractor shall maintain existing services in operation at all times during the construction, except as stated Section 4.3 – Municipal Water System.

The Contractor shall protect all existing services from damage. Repair services damaged by construction at no additional cost to the City, and to the City's Representative's approval.

If service interruptions are necessary for the work, such interruption shall be made only at times approved by the City and local governing authorities.

Responsibility to Existing Features

The existence and location of utilities indicated on the plans have been determined from existing records, but are not guaranteed. These shall be investigated and verified in the field by the Contractor. Excavation in the vicinity of existing structures and utilities shall be carefully performed. The Contractor will be held responsible for any damage to, and for maintenance and protection of, existing structures and utilities.

The Contractor shall notify the appropriate individuals of utility companies or departments of their intention to carry out operations in the vicinity of any utility structure, notice as required in advance of commencement of such operations.

The Contractor shall indemnify and save harmless the City of any such mains, lines, conduits, drains, or other structures or utility for any loss or damage which may be suffered by reason of the operations of the Contractor in the performance of this contract.

The Contractor shall be responsible for determining which utilities may require altering. In such cases, the Contractor shall be responsible for making all necessary arrangements to have this work done and shall be responsible for all costs of the work.

Access to Property

The Contractor shall provide and maintain reasonable access to all private property and places of business. Prior to removing access to residences or businesses the Contractor shall provide thirty-six (36) hours written notice, as well as a twenty-four (24) hour follow-up notice that residences will be inaccessible to vehicular traffic. The Contractor shall provide for safe walking access for residences at all times.

14.4 Barriers

Guard Rails and Barricades

The Contractor shall provide all necessary guard railings, fencing and barricades required around all excavations, open shafts, or other works, to protect workers or the general public from possible injury.

14.5 Construction Aids

Temporary Retaining Walls

The Contractor shall provide temporary sheeting, piling or shoring as may be required to protect excavations and trenches from damages caused by rain water, ground water, and other soil and weather conditions. Erect in a manner which will not hinder the performance of the Work.

14.6 Roads

Access to Site

The Contractor shall provide and maintain access roads (including existing temporary roads), sidewalk crossings, ramps and construction runways as may be required by workers for access to and on the Place of Work. Conform to requirements of local governing authorities when required, and, when necessary, make arrangements with adjacent property Owners. Locate these traffic facilities where they are least disruptive to normal street traffic.

14.7 Traffic Control

Emergency and Transit Services

It is the Contractors responsibility to inform the City representative of scheduled Work as per Section 2.6.2 - Work Schedule.

It is the City Representative's responsibility to inform the Police Department, Fire Department, Ambulance Services, and Transit Companies of the proposed work schedule and changes to the schedule, including times of work and activities required on the various street locations within the Municipality.



Public Traffic Flow

The Contractor shall provide and maintain flag persons, traffic signals, barricades, and flares/lights/lanterns, as may be required, to direct the flow of equipment used in performance of work and protect public traffic. Make arrangements with local governing authorities when these facilities will disrupt the normal flow of public traffic.

Traffic Accommodation during Construction:

The Contractor shall make suitable provisions, including the use of detours, to accommodate all vehicular and pedestrian traffic safely and with a minimum of inconvenience through or around the Work.

The Contractor shall provide, install, maintain and protect traffic control devices, such as signs, barriers, fences and lights, at their own expense.

The Contractor shall provide the required number of certified flag persons, during all periods of active equipment operations that may affect normal traffic operations.

The Contractor shall control their operations to ensure emergency vehicle operations and normal school and transit bus operations are not interfered with, and shall ensure that there is uninterrupted access to developments along the Project.

Parking

Parking will be permitted at the Place of the Work, provided it does not disrupt the performance of Work and if it is practicable. The Contractor shall not allow workers to park on streets and roads if disruptive to public traffic flow or access to the Place of the Work.

14.8 Protection of Work and Property

Protection for Off-Site and Public Property

The Contractor shall protect adjacent private and public property from damage during the performance of work.

During excavation, the Contractor shall provide sheeting, piling or shoring, as may be required, to protect adjacent building foundations and streets from movement.

The Contractor shall be responsible for all damages incurred due to improper protection.

Fire Protection

The Contractor shall provide and maintain adequate temporary fire protection equipment during performance of work, as required by insurance companies having jurisdiction.

The Contractor shall provide minimum one fire extinguisher in each equipment and tool shed, temporary office and material storage shed.

Where subjected to low temperatures, extinguishers are to be anti-freeze type. In proximity to gas, oil, grease or paint storage locations, they are to be #10 - carbon dioxide type. Extinguishers for all other locations are to be soda-acid type. All extinguishers are to be minimum eleven litre (11 l) capacity and be ULC labeled.

The Contractor shall handle gasoline and like combustible materials with good, safe practice.

The Contractor shall remove combustible debris from the Place of the Work daily.

14.9 Security

Security Personnel

At the Contractor's discretion, provide and pay for responsible security personnel to guard the Place of the Work and contents after working hours, and on nights, weekends and holidays. Allow security personnel access to sanitary facilities and warm, weatherproof shelter.

Site Lighting

The Contractor shall provide and pay for temporary lighting for night time hours if required. Install lamps in suitable locations to obtain unobstructed light over the entire Place of the Work.

The Contractor shall perform daily inspection of such lighting, replace burned out and missing lamps, and promptly relocate any lights that become obstructed by new Work.

14.10 Project Identification

Warning and Traffic Signs

When work is performed within public areas, the Contractor shall provide and erect adequate warning and traffic signs, as necessary to give the public proper warning. Place signs sufficiently in advance to enable the public to respond to directions.

Warning and traffic signs shall be illuminating or reflective type, visible to the public and traffic during night time hours.

END OF SECTION

15. PRODUCTS/WORKMANSHIP (01600)

15.1 Products

Quality of Products

Products, workmanship and testing shall conform to standards specified in this section. All products and workmanship are subject to inspection by the City's Representative.

All materials, equipment and articles incorporated in the work are to be new, not damaged or defective, and of the best quality, compatible with specifications for the purpose intended. If requested, the Contractor shall furnish evidence as to type, source and quality of products required.

Defective materials, equipment and articles, whenever found, may be rejected, regardless of previous inspection. Inspection by the City's Representative, or an inspector, does not relieve the Contractor of their responsibility, but is merely a precaution against oversight or error. Remove and replace defective materials at own expense and be responsible for all delays and expenses caused by rejection.

Should any dispute arise as to the quality or fitness of materials, equipment or articles, the decision rests strictly with the City's Representative, based upon the requirements of the Contract Documents.

Unless otherwise indicated in the specifications, the Contractor shall maintain uniformity of manufacturer for any particular or like item throughout the work.

Permanent labels, trademarks and nameplates on materials, equipment and articles are not acceptable in prominent locations, except where required for operating instructions.

Availability of Products

Immediately upon contract award, the Contractor shall review product requirements and anticipate foreseeable delivery delays in any items. If delays in deliveries of material, equipment or articles are foreseeable, notify the City's Representative in order that substitutions, or other remedial action, may be authorized in ample time to prevent delay in performance of work.

If such notice is not given, the City's Representative reserves the right to substitute more readily available products in order to prevent delays, at no additional cost to the City.

No substitution of any item will be permitted unless the approved item cannot be delivered to the Place of the Work in time to comply with the Work Schedule.

To receive approval, proposed substitutes must equal or exceed the quality, finish and performance of those specified and/or shown, and must not exceed the space requirements allotted on the drawings.

The use of trade names in these specifications and on drawings shall constitute a basis upon which equals may be established. Substitution will be allowed, but only on written consent and conditions from the City's Representative. Further, wherever a trade name is stated, the Work shall be executed in accordance with the manufacturer's printed instructions. Substituted equipment shall not require redesign of structural, architectural, electrical or mechanical components unless approved by the City's Representative. Any additional provisions or changes required for the equipment shall be the responsibility of the Contractor.



The Contractor shall provide documentary proof of equality, difference in price (if any), and delivery dates in the form of certified quotations from suppliers of both specified items and proposed substitutions.

The Contractor shall include all costs in the difference in price (if any) for any required revisions to other structures and products to accommodate such substitutions.

Storage, Handling and Protection of Products

The Contractor shall handle and store products in a manner to prevent damage, contamination, deterioration and soiling, and in accordance with manufacturer's recommendations when applicable.

The Contractor shall store packaged or bundled products in original and undamaged condition, with manufacturer's seals and labels intact. Do not remove from packaging or bundling until required in work.

Products subject to damage from weather are to be stored in weatherproof enclosures.

The Contractor shall store cementitious material clear of earth or concrete floors, and away from walls.

The Contractor shall keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.

The Contractor shall remove and replace damaged products at own expense and to the satisfaction of the City's Representative.

Manufacturer's Directions

Unless otherwise directed in the specifications, install or erect all products in accordance with manufacturer's recommendations. Do not rely on labels or enclosures provided with products. Obtain instructions directly from manufacturers.

Notify the City's Representative, in writing, of any conflicts between the specifications and manufacturer's instructions, so that the City's Representative may establish the course of action to follow.

Improper installation or erection of products due to failure in complying with these requirements authorizes the City's Representative to require any removal and reinstallation that may be considered necessary, at no increase in contract prices.

Transportation Costs of Products

The Contractor shall pay all costs of transportation of products required in the performance of work. Be responsible for ensuring Subcontractors include the costs of transporting products that are part of their work.

Transportation costs of products supplied by the City will be paid for by the City. Be responsible for unloading, handling, and storage of such products, unless specified otherwise.

15.2 Workmanship

General Requirements



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Workmanship is to be of the best quality, executed by workers fully experienced and skilled in their respective trades holding current certificate of proficiency issued pursuant to the *Ontario College of Trades and Apprenticeship Act, 2009 (OCTAA)* in respect to the applicable trade, and in accordance with all local relevant codes and regulations. Immediately notify the City's Representative if work is required in such a manner as to make it impracticable to produce required results.

The Contractor shall at all times enforce discipline and good order among workers. Do not employ any unfit person or anyone unskilled in the duties assigned to him. The City's Representative reserves the right to require the removal of workers deemed incompetent, careless, insubordinate or otherwise objectionable.

Decisions as to the quality of, or fitness of, workmanship in cases of any dispute rests solely with the City's Representative, whose decision is final.

Coordination

The Contractor shall ensure full cooperation among all trades in laying out work. Maintain efficient and continuous supervision.

The Contractor shall ensure that the work of various subcontractors does not conflict or create interference, thus assuring satisfactory performance of work.

The Contractor shall be responsible for the proper coordination and placement of openings, sleeves and accessories.

Existing Surface Features

When tying into, or connecting with, existing roads, lanes, walkways, curbs, or other existing surface features, the Contractor shall carry out work at times as directed by local governing authorities, with a minimum of disturbance to existing features.

The Contractor shall protect and maintain existing surface features as required.

Inspection and Testing

Do not cover any work before inspection and testing, unless authorized by City's Representative in writing.

Perform all tests required by the specifications and by authorities having jurisdiction.

END OF SECTION



16. CONTRACT DRAWINGS, PERMITS AND ATTACHMENTS (02015)

16.1 Contract Drawings

<u>Drawing Number</u>	<u>Description</u>	<u>Revision</u>
C-101	Airport Road Ditch Plan/Profile – Airport Road Ditching	IFT

END OF SECTION

17. SUPPLEMENTAL SPECIFICATIONS (02020)

17.1 General

The following amendments shall supplement the referenced specification sections and shall apply to this contract. Where discrepancies arise, the supplemental specifications will govern over the related specification section in this contract.

Where specifications and details are not given for an item of work, the Local Standards and Guidelines will apply.

17.2 Waste Materials

Scope

This specification covers requirements for the management of excess, unsuitable, and salvageable materials.

References

OPSS 510 Removal

Construction

Management of excess material by re-use for incorporation into the Work or for other designated re-use shall be as specified in the Contract Documents.

Removed asphalt, concrete, surplus fill material, removed street light poles, and removed sanitary maintenance hole frames and lids, shall be hauled and stockpiled into separate locations at the City of Kenora Operation Centre Yard as designated by the City Representative.

When native material is deemed unsuitable for backfill for reasons other than those attributed to the Contractor's mode of operation, any additional work done to provide acceptable backfill beyond the work herein specified shall be administered as a Change in Work.

Contractor shall adhere to soil management policies in O. reg 406/19 – Onsite and Excess Soil Management.

Basis of Payment

Management of excess material including all labour, material, equipment for removal, hauling, and stockpiling of waste material shall be considered incidental to the Work. No separate payment will be made for waste excavation unless it is itemized in the schedule of quantities.

17.3 Backfill Material (Provisional)

Scope

This specification covers the requirements for supply and install of additional backfill material for the installation of water, storm and sanitary sewer pipes; pipe culverts and end sections; pipe sub drains; maintenance holes; storm sewer catch basins and ditch inlets; and valve chambers for water mains and associated appurtenances; force mains and associated appurtenances; and other underground utilities, along with embankment construction and grading operations. When



native material is deemed unsuitable for backfill for reasons other than those attributed to the Contractor's mode of operation, any additional work done to provide acceptable backfill beyond the work herein specified shall be administered as a Change in Work.

References

OPSS 401 Trenching, Backfilling, and Compacting

OPSS 402 Excavating, Backfilling, and Compacting for Maintenance Holes, Catch Basins, Ditch Inlets, and Valve Chambers

Construction

As specified under OPSS 401 – Trenching, Backfilling, and Compacting, Section 401.07.10.05 and Section 401.07.11

Measurement for Payment

As specified under OPSS 401 – Trenching, Backfilling, and Compacting, Section 401.09.01.01.

Basis of Payment

As specified under OPSS 401 – Trenching, Backfilling, and Compacting, Section 401.10.02.

17.4 Rock Removal

Scope

This specification covers the requirements for removal of rock.

References

OPSS 202 Rock Removal by Manual Scaling, Machine Scaling, Trim Blasting, or Controlled Blasting

OPSS 403 Rock Excavation for Pipelines, Utilities, and Associated Structures in Open Cut

Construction

The Contractor shall use the most cost effective method for removing rock from excavation at the acceptance of the City Representative. Rock excavation method shall be as specified under OPSS 202 and OPSS 403.

Contractor shall provide, as a minimum, a backhoe-mounted breaker, one tandem truck, a rubber-tired or track mounted backhoe capable of loading the broken rock that meets the size specifications outlined in OPSS 202.

Measurement for Payment

Measurement for rock excavation for all methods shall be by time in hours that the crew is in effective operation.

Effective operation shall not include the time taken for the management and disposal of the materials generated by the rock removal operation. The Contractor shall haul broken rock to the City Operation Yard to a laydown location specified by the City Representative.

Basis of Payment

Payment at the Contract price for all rock removal shall be full compensation for all labour, equipment, and material to do the Work. Disposal of rock shall be considered incidental to the work.

17.5 Subgrade Preparation (Depth 0.15m)

Scope

This specification covers the requirements for supply and install of the subgrade preparation.

References

OPSS 314 Untreated Subbase, Base, Surface, Shoulder, Selected Subgrade, and Stockpiling

Construction

In addition to the specifications outlined under OPSS 314:

- a) Where directed by the City Representative, unsuitable material shall be removed to the extent determined by the City Representative and replaced with suitable material in accordance with OPSS 314.
- b) In embankment areas, the subgrade shall be scarified to a depth of 150mm and compacted to meet a minimum standard proctor dry density of 95% at +/- 3% of the optimum moisture content.
- c) The completed, compacted, subgrade surface shall not vary more than 20mm from the design grades and 100mm horizontally.
- d) If specified, place geotextile on the prepared subgrade surface as indicated in the Contract Documents.

Measurement for Payment

No payment is associated with this item as it is incidental to the scope of work.

Basis of Payment

No payment is associated with this item as it is incidental to the scope of work.

17.6 Specifications

This work shall utilize Ontario Provincial Standard Specifications (OPSS)

The following Ontario Provincial Standard Specifications, and any related specifications contained or referenced therein as per the listing below, form part of, but are not bound with, the contract



CITY OF KENORA
2025 Airport Road Ditching Program
SUPPLEMENTARY SPECIFICATIONS

02020

documents. The list below is a sampling of applicable specifications that may not be fully complete in regard to the works identified in this tender. The source of the below listed specifications can be found in the "Ontario Provincial Standard Specifications" manuals available via the web at:

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsSplash.aspx>

General Specifications:

Specification Number	Title	Date
182	GENERAL SPECIFICATIONS FOR ENVIRONMENTAL PROTECTION FOR CONSTRUCTION IN AND AROUND WATERBODIES AND ON WATERBODY BANKS	2021-11

Construction Specifications:

Specification Number	Title	Date
202	CONSTRUCTION SPECIFICATION FOR ROCK REMOVAL BY MANUAL SCALING, MACHINE SCALING, TRIM BLASTING, OR CONTROLLED BLASTING	2022-11
206	CONSTRUCTION SPECIFICATION FOR GRADING	2019-04
308	CONSTRUCTION SPECIFICATION FOR TACK COAT AND JOINT PAINTING	2012-04
313	CONSTRUCTION SPECIFICATION FOR HOT MIX ASPHALT – END RESULT	2016-11
314	CONSTRUCTION SPECIFICATION FOR UNTREATED SUBBASE, BASE, SURFACE, SHOULDER, SELECTED SUBGRADE, AND STOCKPILING	2019-11
401	CONSTRUCTION SPECIFICATION FOR TRENCHING, BACKFILLING, AND COMPACTING	2021-11
402	CONSTRUCTION SPECIFICATION FOR EXCAVATING, BACKFILLING, AND COMPACTING, FOR MAINTENANCE HOLES, CATCH BASINS, DITCH INLETS, AND VALVE CHAMBERS	2016-11
403	CONSTRUCTION SPECIFICATION FOR ROCK EXCAVATION FOR PIPELINES, UTILITIES, AND ASSOCIATED STRUCTURES IN OPEN CUT	2016-11
405	CONSTRUCTION SPECIFICATION FOR PIPE SUBDRAINS	2017-11



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407	CONSTRUCTION SPECIFICATION FOR NEW MAINTENANCE HOLE, CATCH BASIN, DITCH INLET, AND VALVE CHAMBER INSTALLATION	2021-11
408	CONSTRUCTION SPECIFICATION FOR ADJUSTING OR REBUILDING MAINTENANCE HOLES, CATCH BASINS, DITCH INLETS, AND VALVE CHAMBERS	2021-11
409	CONSTRUCTION SPECIFICATION FOR CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION OF PIPELINES	2017-11
490	CONSTRUCTION SPECIFICATION FOR SITE PREPARATION FOR PIPELINES, UTILITIES, AND ASSOCIATED STRUCTURES	2020-11
491	CONSTRUCTION SPECIFICATION FOR PRESERVATION, PROTECTION, AND RECONSTRUCTION OF EXISTING FACILITIES	2017-11
492	CONSTRUCTION SPECIFICATION FOR SITE RESTORATION FOLLOWING INSTALLATION OF PIPELINES UTILITIES, AND ASSOCIATED STRUCTURES	2020-11
501	CONSTRUCTION SPECIFICATION FOR COMPACTING	2017-11
510	CONSTRUCTION SPECIFICATION FOR REMOVAL	2018-11
511	CONSTRUCTION SPECIFICATION FOR RIP-RAP, ROCK PROTECTION, AND GRANULAR SHEETING	2019-11
539	CONSTRUCTION SPECIFICATION FOR TEMPORARY PROTECTION SYSTEMS	2021-11
603	CONSTRUCTION SPECIFICATION FOR INSTALLATION OF DUCTS	2021-04
802	CONSTRUCTION SPECIFICATION FOR TOPSOIL	2019-11
803	CONSTRUCTION SPECIFICATION FOR SODDING	2018-04
805	CONSTRUCTION SPECIFICATION FOR TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES	2021-11

Material Specifications:

1001	MATERIAL SPECIFICATION FOR AGGREGATES - GENERAL	2021-11
1003	MATERIAL SPECIFICATION FOR AGGREGATES – HOT MIX ASPHALT	2013-11



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1004	MATERIAL SPECIFICATION FOR AGGREGATES - MISCELLANEOUS	2021-11
1010	MATERIAL SPECIFICATION FOR AGGREGATES – BASE, SUBBASE, SELECT SUBGRADE, AND BACKFILL MATERIAL	2013-04
1101	MATERIAL SPECIFICATION FOR PERFORMANCE GRADED ASPHALT CEMENT	2014-11
1102	MATERIAL SPECIFICATION FOR LIQUID ASPHALT USED IN SPRAYING, SEALING, AND PRIMING APPLICATIONS	2016-04
1150	MATERIAL SPECIFICATION FOR HOT MIX ASPHALT	2020-11

END OF SECTION



CITY OF KENORA
2025 Airport Road Ditching Program
APPENDIX A

18. APPENDIX A

18.1 City Of Kenora Health and Safety Policy and Contractor Safety Program

The Corporation of the City of Kenora Occupational Health and Safety Policy

The Corporation of the City of Kenora is committed to preventing occupational illness and injury in the workplace.

We recognize that an effective health and safety program, as indicated by following acceptable industry practices and compliance with legislative requirements, and communication of that program to all workers, will contribute to a reduced risk of injury or illness to workers.

We further recognize that health and safety is the shared commitment and responsibility of us all. Our program is based on the concepts of the Internal Responsibility System wherein responsibilities and authority for health and safety are delegated from the top down and accountability for performance is required from the bottom up.

The Senior Leadership Team is responsible for establishing health and safety policy and ensuring the development of a health and safety system.

Division Managers are responsible for the development and implementation of health and safety programs in their divisions and for ensuring that their Division Leads are performing their required health and safety responsibilities.

Division Leads and all supervisory personnel are responsible to enforce health and safety rules and regulations and to ensure that their workers have the appropriate training, skills, and qualifications to perform their tasks safely.

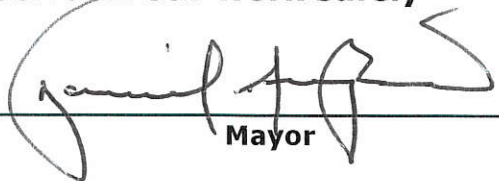
Workers are responsible to follow employer and regulatory procedures, use their initiative to reduce risk, and to report unresolved issues to their supervisor.

It is the intention of this policy that:

**"No job is so important and no service is so urgent
that we cannot take the time to perform our work safely"**



Chief Administrative Officer



Mayor

Approved by Municipal Council on March 16, 2021

Health and Safety Responsibilities - Contractors

Section Health and Safety Policies	Date March 19, 2012	Approved by By-law Number: 27-2012	Page 1	Of 4
Subsection Responsibilities and Accountabilities	Supersedes By-law Number: 105-2011		Policy Number: HS-05	

PURPOSE

It is the policy of the City of Kenora to require that the provisions of the Occupational Health and Safety Act (Act) and applicable Regulations are complied with:

- where the City of Kenora contracts the performance of work or services (non-construction); and
- where the City of Kenora contracts a “constructor” (as defined in section 1 of the Act) to undertake a project (construction).

The purpose of these requirements is to ensure that all reasonable precautions are taken:

- for the protection of workers; and
- so that the City of Kenora is duly diligent in their duties and responsibilities under the Act.

RESPONSIBILITY

Contract Personnel

Contract personnel are responsible to:

- comply with the requirements of this policy and guideline;
- use their training, knowledge and experience to protect the health and safety of themselves and others;
- report to their supervisor the absence of, or defect in any protective equipment or device; and
- report to their supervisor, any circumstances or conditions that may limit their ability to comply with the requirements of this policy and guideline.

Contractors

Contractors are responsible to:

- enforce and comply with the requirements of this policy and guideline; and
- ensure that their workers are aware of this policy and guideline.

Supervisors (Both City of Kenora and Contract Personnel)

Supervisors are responsible to ensure that:

- contract personnel (non-construction) work in compliance with the requirements of this policy and guideline;

Health and Safety Responsibilities - Contractors

POLICY NO.	PAGE	OF
HS-05	2	4

- contract personnel (non-construction) are aware of the requirements of this policy and guideline;
- protective equipment and devices required to carry out the requirements of this policy and guideline are provided; and
- protective equipment and devices that are provided are maintained in good condition.

Management

Managers are responsible for ensuring all City of Kenora operations are in compliance with applicable legislation and the requirements of this policy and guideline.

PROCEDURE

General

All contractors are required where applicable, to provide to the City of Kenora upon request the following:

- WSIB certificate of clearance;
- third party liability insurance (minimum \$2 million);
- where applicable, federal, provincial and municipal licensing, certification, notification, inspection and approvals;
- occupational health and safety policy and program;
- applicable training documentation for supervisors and workers as specified by The City of Kenora;
- hazardous materials and designated substance inventories; and
- records of health and safety violations and convictions under the Act.

Service Contractors (Non-construction)

In addition to the duties and responsibilities imposed on contractors under the Act, service contractors will ensure:

- the applicable requirements of the City of Kenora's health and safety program are communicated to, understood by and complied with by the workers of the contractor;
- the measures and procedures required by the Act and Regulations (applicable to the work) are carried out;
- appropriate documentation of instruction and communication are maintained and available for review by the City of Kenora; and
- any and all other precautions deemed necessary by the City of Kenora for safeguarding workers, equipment and property are carried out.

The City of Kenora will gauge contractor compliance with these requirements, and reserves the right to terminate services' contracts for any and all violations.

Contractors (and their workers) are required to attend any and all safety related meetings as deemed appropriate by the City of Kenora.

Project Contractors (Construction Projects)

In addition to the duties and responsibilities imposed on contractors (who undertake a construction project for the City of Kenora) under the Act, contractors will ensure:

- the City of Kenora's health and safety requirements for contractors (construction) are incorporated into the project health and safety program;
- a project hazard assessment review is conducted, prepared and submitted to the City of Kenora which includes;
 - analysis and evaluation of hazards;
 - application of controls;
 - instruction and information provided to supervisors and workers regarding hazards;
 - hazardous materials inventory;
 - operational, maintenance and emergency procedures specific to the project assessment; and
 - training in the necessary procedures;
- a written health and safety policy is available, posted and communicated to all workers on the project;
- a project safety program is developed and implemented that details how the contractor will ensure compliance with subsections 23(1), 25(1) and 25(2) of the Act;
- a designated safety representative coordinates health and safety on the project; and
- the designated safety representative attends a project pre-meeting with representatives of the City of Kenora.

Equipment

The contractor is responsible to provide, maintain and ensure that all equipment necessary, including personal protective equipment, is properly used or worn for the duration of the work.

All equipment used by the contractor shall conform to the manufacturer's specifications and comply with all applicable legislation. The City of Kenora reserves the right to prohibit the use of any equipment, methods or practices that do not conform to acceptable standards. Equipment shall be removed from the City of Kenora's premises immediately upon completion of the work.

Health and Safety Responsibilities - Contractors

POLICY NO.	PAGE	OF
HS-05	4	4

TRAINING

All City of Kenora personnel involved with contracting of work will be made aware of the contents of this policy. All training will be documented.

REFERENCES

Occupational Health and Safety Act (Ontario) – Section 23

Wrokwel Core Health and Safety Audit – Element 2.1 (i) and (j)



City of Kenora
Contractor Safety Program



City of Kenora Contractor Safety Program

Introduction

The City of Kenora is committed to the health and safety of all of our employees, and expects the same commitment from each contractor to their own employees.

The City of Kenora has developed this program for use by all contractors who perform work or provide services on City of Kenora premises. Contractors include all on-site service providers, construction contractors and all sub-contractors. Outside carriers, delivery, or pick-up personnel are generally not required to complete the Contractor Safety Program requirements unless the scope of the service that they provide will go beyond the routine delivery or pick-up of commodities at approved points within the City of Kenora. Outside Trainers or Consultants generally are not required to complete the Contractor Safety Program requirements unless the scope of the service that they provide will include health and safety hazards.

This program does not cover all of the site-specific or even project-specific health and safety issues that may arise. This program is by no means meant to be all inclusive of the requirements of the *Occupational Health and Safety Act* (hereinafter referred to as the *Act*) or any other applicable legislation.

The Contractor Safety Program consists of three elements:

1. The General Workplace Safety Requirements for Contractors

This section is a compilation of the specific information that Contractors need to know before and be aware of during the performance of work for the City of Kenora in order to ensure compliance with the program. Not all information in this section applies to all contractors. It is up to individual contractors to review this section and understand the applicable sections based on the work or service that they will be providing to the City of Kenora.

2. Contractor Declaration and Documentation Requirements Checklist

Prior to performing work for the City of Kenora, all new contractors must complete the Contractor Declaration and submit the documentation required as outlined on the form to the City Representative. The declaration must be signed by a representative of the Contractor who has the authority to commit the Contractor to comply with the General Workplace Safety Requirements for Contractors.

3. City of Kenora Contractor Orientation Checklist

It is the Contractor's responsibility to review the General Workplace Safety Requirements for Contractors document with their employees.

Prior to work commencing, the City Representative must complete the orientation checklist with the Contractor. This session will outline the site specific hazards, and emergency and reporting procedures.



City of Kenora Contractor Safety Program

City of Kenora

General Workplace Safety Requirements for Contractors

1. Unless explicitly referenced elsewhere in contract documentation, the Contractor will be designated as the Constructor, as defined by the *Act*, for the purposes of construction project work. As Constructor the Contractor will assume all of the responsibilities as set out in the *Act* and its regulations and shall enforce strict compliance therewith.
2. The Contractor must have an Occupational Health and Safety Policy and a program to implement that policy.
3. The Contractor shall ensure that work is conducted in a safe manner consistent with the intent of the *Act*, and any other Act, regulation, or by-law. Violations of any such legislation may result in the Contractor being removed from the project.
4. The Contractor shall appoint a person to supervise the work and that person shall be a *competent person*, as defined by the *Act*. The Contractor shall provide documentation to the City's Representative as evidence of the individual's competence. This could include training records or other such documentation as may be appropriate.
5. During the execution of the work, the Contractor shall ensure that:
 - a) worker safety is given first priority in planning, pricing, and performing the work;
 - b) its officers and supervisory employees have a working knowledge of the duties of a constructor and employer as defined by the *Act* and the provisions of the regulations applicable to the work, and a personal commitment to comply with them;
 - c) a copy of the most current printing of the *Act* and applicable regulations are available at the Contractor's office within the working area or, in the absence of an office, in the possession of the supervisor responsible for the performance of the work;
 - d) workers employed to carry out the work must possess the knowledge, skills, and protective devices required by law or recommended by a recognized industry association to allow them to work safely;
 - e) its supervisory employees are competent person as defined by the *Act* and they carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers;
 - f) all subcontractors and their employees are properly protected from injury and illness while they are at the workplace.
6. Where required by the *Act* and its regulations, the Contractor shall register the project with the Ministry of Labour's Construction Health and Safety Branch prior to starting work on the site. The Contractor shall pay all registration fees. A copy of the registration must be posted in a visible location at the site, and submitted to the City's Representative before starting work on site.
7. The Contractor shall have a written emergency plan, which includes a process for addressing critical injuries, accidents, and incidents as required by sections 51, 52, and 53 of the *Act*. The plan must be readily available. If work is on a project, the emergency plan shall be posted on site prior to any work commencement.
8. Where required, the contractor shall provide a telephone, appropriate first aid facilities, eye wash stations and any other measures required for emergency use as identified in the emergency plan.



City of Kenora Contractor Safety Program

9. The contractor shall conduct regular workplace inspections in accordance with the Act. The contractor must immediately address any preventive or corrective measures required to maintain site safety.
10. The contractor shall, throughout the course of the work, make the City's representative aware of all accidents/incidents that occur involving the contractor or the contractor's employees.
11. The City's representative will stop the work immediately for any violation of the Act or regulations that they become aware of. The contractor shall not resume the work until any such violation has been rectified.
12. The contractor shall be responsible for any delay in the progress of the work due to a violation of legislated requirements or City health and safety requirements of which the contractor has been advised, and shall take the necessary steps to avoid delay in the final completion of the work without additional cost to the City.



City of Kenora Contractor Safety Program

Declaration

I have received and read the "City of Kenora Contractor Safety Program". As the owner or authorized representative of the contracted services, I understand that I am fully responsible for ensuring that all of our employees, subcontractors, and visitors comply with all necessary rules and regulations outlined therein and with all applicable regulations made under the Occupational Health and Safety Act.

Name: _____

Signature: _____

Company Name: _____

Witness: _____



City of Kenora Contractor Safety Program

Contractor Document Requirements

The documentation required from the contractor will be dependent on the scope of the work to be performed. Prior to commencement of work the contractor will be advised as to which of the following documentation will need to be provided to the City of Kenora Representative for review. This list is not intended to be all inclusive and additional documentation may be requested at the discretion of the City of Kenora Representative.

- ☐ Contractor Safety Policy
- ☐ Certificate of Liability Insurance
- ☐ Valid WSIB Clearance Certificate
- ☐ Certificate of Personal Disability Coverage
- ☐ Supervisor's Name and Phone Number
- ☐ Contractor's List of First Aiders
- ☐ Contractor's Emergency Contact Numbers
- ☐ Training Records Supporting Competency of Supervisor
- ☐ Approved Registration Form (As per Section 5 of O. Reg. 213/91)
- ☐ Notice of Project Form if Required (As per Section 6 of O. Reg. 213/91)
- ☐ Generator Registration Number (if removing hazardous waste)

City Representative Name

Owner of the Contracted Services

Signature of City Representative

Signature of Owner



City of Kenora Contractor Safety Program

Contractor Initial Orientation

Prior to any “work” being done by the contractor, an initial orientation must be held. The City Representative shall conduct this orientation. Work must never begin before the orientation has taken place and information is conveyed to all contractor employees. If all contractor employees are not present for the orientation, it is the responsibility of the Contractor Representative to convey this information to the contractor employees.

Where there is an established scope of work, location, conditions, hazards, and they will not change during a twelve-month period, then a yearly orientation can be held.

The City’s Representative is to review and check off the following items with the contractor:

- ☐ Inform the contractor of the Health and Safety hazards or requirements of the area in which they will be working. The contractor site supervisor (or appropriate designate) is responsible to convey this information to all contract personnel working on the project or job.
- ☐ The City of Kenora emergency procedures and evacuation procedures as they apply to the work being performed.

City Representative Name

Contractor Name

City Representative Signature

Contractor Signature

Date



City of Kenora Contractor Safety Program

Appendix

Internal Procedures for Hiring Contractors



City of Kenora Contractor Safety Program

The City of Kenora is committed to the health and safety of all our employees and expects the same commitment from each contractor to their own employees.

A City representative is the point of contact for the contractor while performing work for the City of Kenora.

Definitions (from the Occupational Health and Safety Act)

Competent person means a person who:

- (a) is qualified because of knowledge, training and experience to organize the work and its performance,
- (b) is familiar with this Act and the regulations that apply to the work, and
- (c) has knowledge of any potential or actual danger to health or safety in the workplace.

Construction includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project but does not include any work or undertaking underground in a mine.

Maintenance vs. Construction – According to the Ministry of Labour’s Construction vs. Maintenance Policy, contract work is considered construction if the contract activities are mentioned in the definition of construction and are performed on objects mentioned in the definition of project. Those construction activities not performed on objects mentioned in the definition of project would be considered maintenance and would be covered by the industrial regulations. For example, an alteration, repair, or dismantling performed on a building, bridge, or structure, is construction, whereas the same activities carried out on machinery or equipment would be maintenance. Similarly, structural maintenance and installations are considered to be construction, whereas routine plant maintenance is considered to be maintenance.

Constructor means a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself or by more than one employer.

Employer means a person who employs one or more workers or contracts for the services of one or more workers and includes a contractor or subcontractor who undertakes with an owner, constructor, contractor, or subcontractor to perform work or supply services.

Owner includes a trustee, receiver, mortgagee in possession, tenant, lessee, or occupier of any lands or premises used or to be used as a workplace, and a person who acts for or on behalf of an owner as an agent or delegate.

Project means a construction project, whether public or private, including;

- (a) the construction of a building, bridge, structure, industrial establishment, mining plant, shaft, tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, coffer dam, conduit, sewer, water-main, service connection, telegraph, telephone or electrical cable, pipe line, duct or well, or any combination thereof,



City of Kenora Contractor Safety Program

- (b) the moving of a building or a structure, and
- (c) any work or undertaking, or any lands or appurtenances used in connection with construction.

Supervisor means a person who has charge of a workplace or authority over a worker.

Worker means a person who performs work or supplies services for monetary compensation but does not include an inmate of a correctional institution or like institution or facility who participates inside the institution or facility in a work project or rehabilitation program.

Workplace means any land, premises, location or thing at, upon, in or near which a worker works.

Procedure

For all contracts for services:

- Determine the nature of the work
- Determine the health and safety hazards, and
- Classify the contract work.

a) A construction project that has significant health and safety hazards. Examples would include but are not limited to construction of a community centre, renovations, replacement of a boiler and other major equipment.

b) Maintenance with significant health and safety hazards. Examples would include but are not limited to window washing, annual inspection of roof top anchors, replacement of heating coils, or electrical repairs.

c) No significant health and safety hazards. Examples would include but are not limited to photocopier maintenance and using external training consultants.

For tender contracts it will be the responsibility of the department issuing the tender to obtain the required information from the contractors. For contracts that are not tendered, the City Representative will be responsible for obtaining this information.

For the contracts classified with health and safety hazards, those contractors must be given a copy of the City of Kenora Contractor Safety Program. The contractor must complete the Contractor declaration portion of this document and provide the City's Representative with the required documentation prior to the work commencing.

At the beginning of the work the City's Representative will be responsible to provide the contractor with the appropriate orientation which will include;

- Identification of all known hazards
- A walk through of the work area, and
- Locations of all emergency exits and the procedure for evacuation. (If applicable to the work being performed.)

If at any time a contractor is observed performing work unsafely or contrary to the Act or regulations this must be addressed immediately. The contractor must be made to stop what they are doing and the contractor will not resume the work until such contraventions have been rectified.

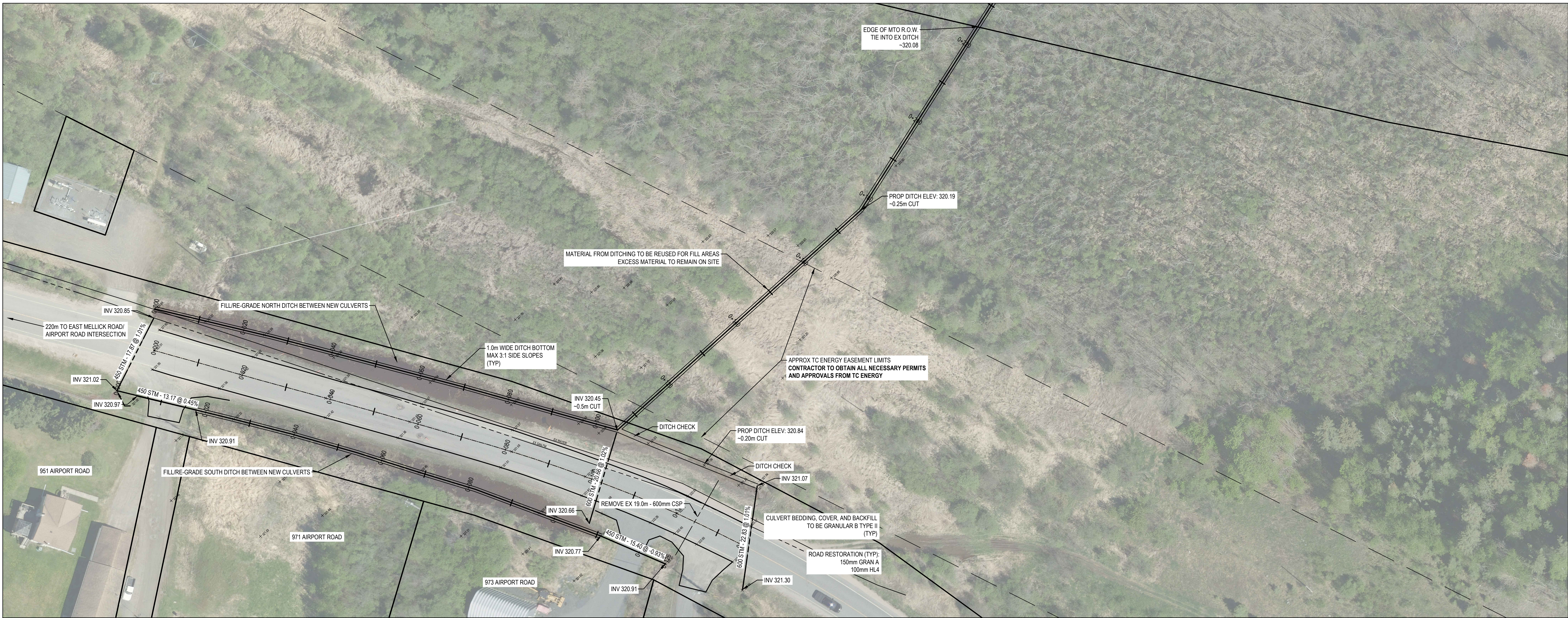


CITY OF KENORA
2025 Airport Road Ditching Program
APPENDIX B

19. APPENDIX B

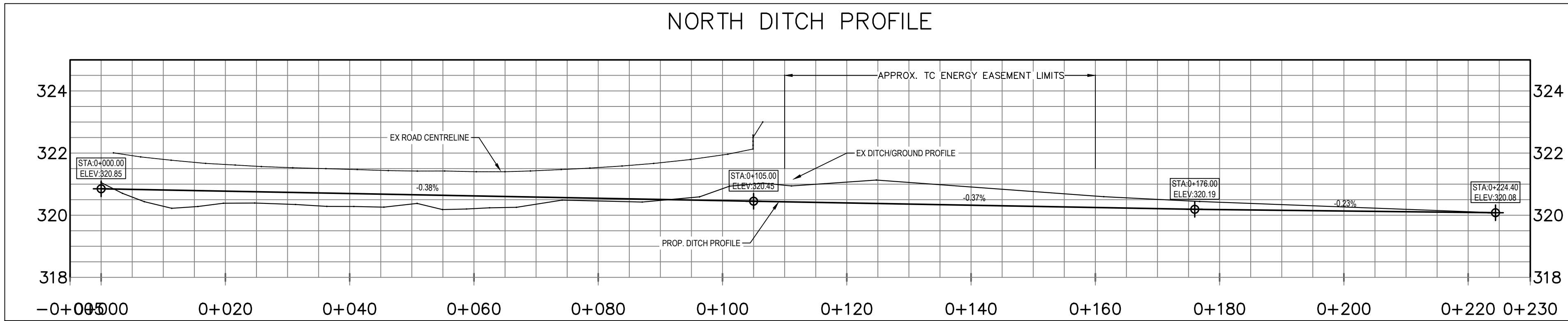
19.1 Construction Drawings

C-101	Airport Road Ditch Plan/Profile – Airport Road Ditching	IFT
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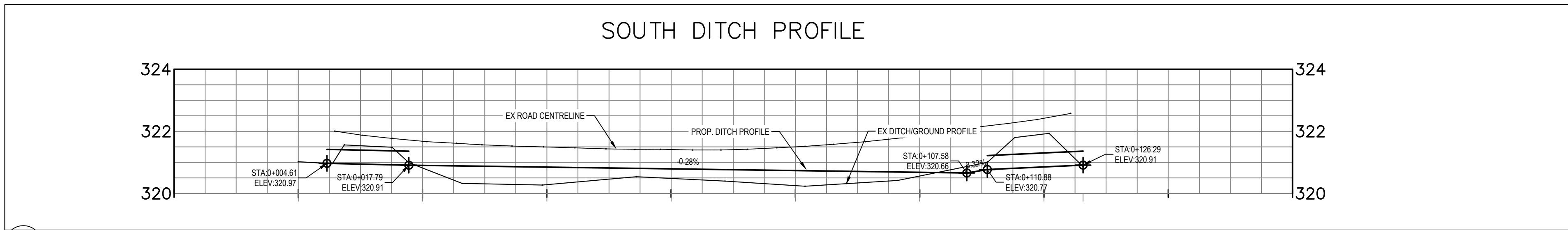


- NOTE:
- SERVICES ARE TO BE FIELD VERIFIED BY THE CONTRACTOR.
 - UTILITIES SHOWN ARE APPROXIMATE ONLY. THE CITY OF KENORA AND ITS REPRESENTATIVES WILL NOT BE HELD ACCOUNTABLE FOR MISREPRESENTATION OF WATER AND SEWER SERVICES ON THIS DRAWING. CONTRACTOR IS RESPONSIBLE FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.
 - CONTRACTOR TO COORDINATE WORK WITH UTILITY PROVIDERS.
 - LOT LINES SHOWN ARE APPROXIMATE ONLY AND SHOULD BE VERIFIED BY CONTRACTOR.
 - ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
 - UNLESS SPECIFIED ALL OTHER PIPE INSULATION AS PER OPSD 1109.030.
 - CONTRACTORS TO BE RESPONSIBLE FOR REINSTATING ANY REGULATORY, WARNING OR STREET SIGNS THAT ARE REMOVED DURING CONSTRUCTION. THE REINSTATEMENT OF SIGNAGE SHALL BE DEEMED INCIDENTAL TO THE CONTRACT WORK.
 - EXISTING RESIDENTIAL PATHWAYS, STAIRS, RAMPS, DRIVEWAYS TO BE REINSTATED AND CONSIDERED INCIDENTAL TO THE WORKS.
 - SLOPES AND ELEVATIONS THAT ARE NOT IDENTIFIED ARE TO BE DETERMINED IN THE FIELD BY CITY OFFICIAL AND/OR CONTRACT ADMINISTRATOR.
 - CONTRACTOR SHALL VERIFY ALL PIPE INVERTS IN THE FIELD.

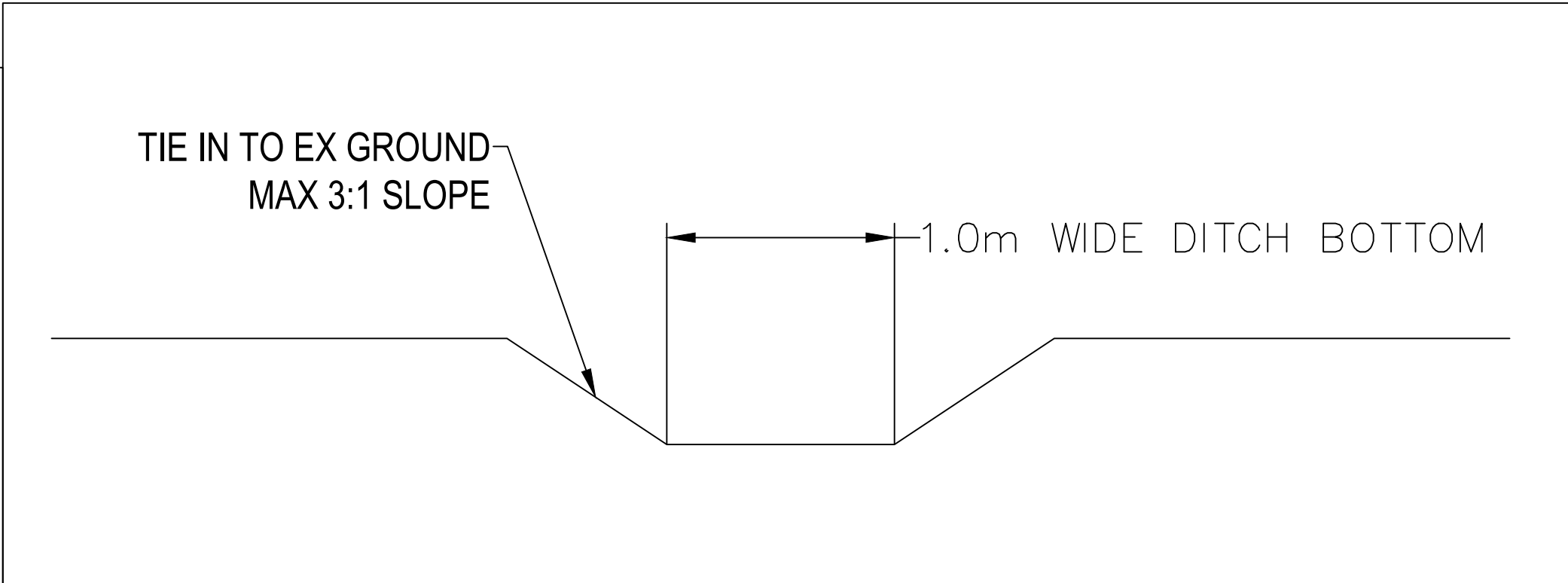
1
C101
1:500
AIRPORT ROAD SURFACE 0+000 TO 0+225



2
C101
1:500
AIRPORT ROAD NORTH DITCH PROFILE 0+000 TO 0+225



3
C101
1:500
AIRPORT ROAD SOUTH DITCH PROFILE 0+000 TO 0+225



4
C101
NTS
AIRPORT ROAD DITCH TYPICAL SECTION

DISCLAIMER:
THIS DRAWING AND DESIGN IS COPYRIGHT PROTECTED WHICH SHALL NOT BE USED, REPRODUCED OR REVISED WITHOUT WRITTEN PERMISSION BY THE CITY OF KENORA. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND UTILITY LOCATIONS AND REPORT ALL ERRORS AND OMISSIONS PRIOR TO COMMENCING WORK. THIS DRAWING IS NOT TO BE SCALED.

COPYRIGHT

ISSUED FOR - REVISION

IF	0	JULY 29, 2025	ISSUED FOR TENDER
IF	0	JULY 23, 2025	ISSUED FOR REVIEW
IS	RE	DATE	DESCRIPTION

APPROVAL

PROJECT

2025 AIRPORT ROAD DITCHING

DATE
JULY 2025



ORIGINAL SCALE
1:500

IF THIS BAR IS NOT
25mm LONG, ADJUST
YOUR PLOTTING SCALE:

25mm

TITLE

AIRPORT ROAD DITCH
PLAN / PROFILE

SHEET NUMBER

C-101

SHEET #

01

OF

01

DESIGNED BY:

DJRW

DRAWN BY:

DJRW

CHECKED BY:

SS

DISCIPLINE

CIVIL

ISSUE

ISSUED FOR TENDER

DATE OF: 2025/07/29

REV #

0



CITY OF KENORA
2025 Airport Road Ditching Program
APPENDIX C

20. APPENDIX C

20.1 Substantial Completion Certificate – Form 9

FORM 9
CERTIFICATE OF SUBSTANTIAL PERFORMANCE OF THE
CONTRACT UNDER SECTION 32 OF THE ACT

Construction Act

(County/District/Regional Municipality/Town/City in which premises are situated)

(street address and city, town, etc., or, if there is no street address, the location of the premises)

This is to certify that the contract for the following improvement:

(short description of the improvement)

to the above premises was substantially performed on _____ .
(date substantially performed)

Date certificate signed: _____

(payment certifier where there is one)

(owner and contractor, where there is no payment certifier)

Name of owner: _____

Address for service: _____

Name of contractor: _____

Address for service: _____

Name of payment certifier (where applicable): _____

Address: _____

(Use A or B, whichever is appropriate)

☐ A. Identification of premises for preservation of liens:

(if a lien attaches to the premises, a legal description of the premises,
including all property identifier numbers and addresses for the premises)

☐ B. Office to which claim for lien must be given to preserve lien:

(if the lien does not attach to the premises, a concise description of the premises, including addresses,
and the name and address of the person or body to whom the claim for lien must be given)



CITY OF KENORA
2025 Airport Road Ditching Program
APPENDIX D

21. APPENDIX D

21.1 Supplemental Information

City of Kenora Unit Rates

City of Kenora Unit Rates to be as per Bylaw Number 164-2024 Tarriff of Fees and Charges



CITY OF KENORA
2025 Airport Road Ditching Program

END OF TENDER