



Invitation to Tender

CITY OF KENORA

INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders for: McLeod Park Phase 2 (the "Project")
Tender Number: 860-7888-2

Will be received by:

City of Kenora
(the "City")

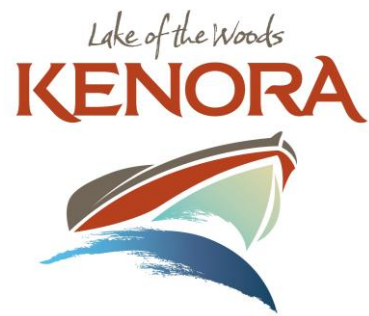
at:

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

Time and date for Tender Closing is:

11:00:00 a.m. CDT on Thursday, December 18, 2025
(the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to the supply and installation of site development including; wood pergola, wood decking, skirting, and structure, wood ramp, hand and guard rails, crushed stone surfacing, site furnishing, lighting, landscaping and all related elements on the grounds of McLeod Park in Kenora, Ontario (the "Work") as set out on the list of drawings and specifications included in Appendix B & C of the tender documents.
2. The CITY's consultant for the Project is HTFC Planning & Design Inc.
3. The Successful Bidder shall achieve final performance of the Work for the Project by October 31, 2026.
4. The drawings and specifications for the Project are included with the tender package or can be obtained from the reception desk on the second floor of the City of Kenora Operations Centre located at 60 Fourteenth Street North, Kenora, Ontario at no cost to the proponent.
5. All written inquiries regarding the technical aspects of the drawings and specifications for the Work shall be emailed to **Andrea Linney (alinney@htfc.ca)** and cc'd to **Stefan Stiller (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.
6. 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 Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the CITY for a period of sixty (60) days following the end of the day of the Tender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

CITY OF KENORA

INSTRUCTIONS TO TENDERERS

1 BACKGROUND

- 1.1 The City of Kenora (the "CITY") is seeking tenders for the supply and installation of site development including; wood pergola, wood decking, skirting, and structure, wood ramp, hand and guard rails, crushed stone surfacing, site furnishing, lighting, landscaping and all related elements on the grounds of McLeod Park in Kenora, Ontario (the "Work") as more particularly set out in Appendix "B" and "C" attached to these Instructions to Tenderers.
- 1.2 The CITY will receive sealed tenders until 11:00:00 a.m. CDT on Thursday, December 18, 2025 ("Tender Closing"). Faxed tenders will not be accepted and will be returned to the Tenderer.

2 SUBMISSION OF TENDERS

- 2.1 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**

- 2.1.1 Proposals will also be accepted by email. Emailed Proposals shall be submitted to the City Clerk, Heather Pihulak – hpihulak@kenora.ca. The City Clerk will confirm receipt and provide email confirmation back to the sender. If any disputes arise, the time stamp on the email received by the City shall dictate the submission time.
 - 2.1.2 Faxed tenders will not be accepted and will be returned to the Tenderer.
- 2.2 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.

3 TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form 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 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.
- 3.3 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 Closing submission.
- 3.4 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 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 TENDER DOCUMENTS

5.1 The documents for the Tender are:

- Invitation to Tender
- Instructions to Tenderers
- Appendix A – Tender Form
- Appendix B – Drawings
- Appendix C – Specifications
- Appendix D – Proposed Contract

(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 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 10 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 10 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 supercede 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 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 2.1 of the Instructions to Tenderers.

8 TENDER

- 8.1 Tenderers 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 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;
 - 8.3.2.1 Proponents are responsible for ensuring the corporate seal is clearly visible and legible on Proposals submitted by email.
 - 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 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 submit

the Performance Bond and the Labour and Material Payment Bond 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 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT 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 50% of the Contract Price.
- 10.4 The Performance Bond shall remain in force as a Maintenance Bond for the Warranty Period as defined in the Contract.
- 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 10 working days after receipt of the Letter of Intent from the CITY provided in accordance with Article 16.
- 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 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 10 working days after receipt of a Letter of Intent from the CITY provided in accordance with Article 16.

12 COMMENCEMENT AND COMPLETION OF WORK

- 12.1 The Successful Tenderer shall commence the Work within 10 working days after receipt of the Letter of Intent from the CITY and shall complete the Work by the dates specified in the Contract.

13 SITE CONDITIONS

- 13.1 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:
 - a) the nature of the Work;
 - b) 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;
 - c) the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
 - d) all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
 - e) the magnitude of the work required to execute and complete the Work.
- 13.2 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.
- 13.3 The Tenderer's obligation to become familiar with the information described in Article 13.1 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.

14 PRIME COST AND CONTINGENCY SUMS

- 14.1 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.

15 PERMITS AND INSPECTIONS

- 15.1 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.

16 SUCCESSFUL TENDERER

- 16.1 Award of Contract by the CITY occurs once the Tenderer receives a Letter of Intent duly executed by a Director of the CITY after they has been duly and legally authorized by the CITY to send such Letter of Intent.
- 16.2 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.
- 16.2.1 Upon the Successful Tenderer complying with the requirements of both Articles 16.2 and 16.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be returned to the Successful Tenderer.
- 16.2.2 If the Successful Tenderer fails to comply with either or both of the requirements of Articles 16.2 and 16.4, 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.
- 16.3 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.
- 16.4 Within 10 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.

- 16.5 Within ten (10) working days of receipt of a Letter of Intent in accordance with Article 16.1, the Successful Tenderer shall submit a proposed Construction Schedule showing the anticipated time of commencement and completion of each of the various operations to be performed under the Contract.

17. TENDER EVALUATION CRITERIA

- 17.1 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.
- 17.2 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 and the maximum number of points for each criteria are as follows:

1. Price **100 points**

Total Points **100 points**

18 WORKERS' COMPENSATION

- 18.1 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 not dated 14 calendar days prior to the Tender Closing.
- 18.2 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.
- 18.3 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
- 18.3.1 the CITY is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and
 - 18.3.2 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
 - 18.3.3 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.
- 18.4 The Tenderer shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.

18.5 The CITY may reject any Tender which fails to comply with the provisions set out in Article 18.

19 REGISTRATION

19.1 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.

20 TENDERS EXCEEDING BUDGET

20.1 In addition to the rights contained within Article 20 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.

20.2 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 17 Tender Evaluation Criteria.

20.3 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 20.1 and 20.2 herein.

20.4 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:

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

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

20.4.3 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 scope of work. In no event will the CITY be obliged to disclose the amount budgeted for the Work.

21 NOT USED

22 CANADIAN FREE TRADE AGREEMENT

22.1 The provisions of the Canadian Free Trade Agreement ("CFTA") apply to this Tender.

23 ACCEPTANCE OR REJECTION OF TENDERS

23.1 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.

24 LAW AND FORUM OF TENDER

24.1 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.

25 ACCEPTANCE PERIOD

25.1 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.

26 SUBMITTALS

26.1 Submittal Procedures

- 26.1.1 Transmit each submittal with Consultant accepted form.
- 26.1.2 Identify Project, Contractor, Sub-contractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- 26.1.3 Apply Contractor's stamp, signed or initialled certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- 26.1.4 Schedule submittals to expedite the Project, and deliver to Consultant. Coordinate submission of related items.
- 26.1.5 For each submittal for review, allow twenty one (21) days, excluding time for contractor review.
- 26.1.6 Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- 26.1.7 Provide space for Contractor and Consultant review stamps.
- 26.1.8 When revised for resubmission, identify all changes made since previous submission.
- 26.1.9 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

26.2 Shop Drawings

- 26.2.1 Refer to General Conditions Article GC 3.8 (CCDC2-2020).
- 26.2.2 Provide shop drawing schedule upon award of contract.
- 26.2.3 Review all shop drawings prior to submission to the Consultant. This review represents that all requirements have been determined and verified, or will be, and that each shop drawing has been checked and coordinated with the requirements of the Work and the Contract Documents. Shop drawings not stamped, signed and dated as required by Article 3.8.3 of the General Conditions will be returned without being examined and shall be considered rejected.
- 26.2.4 Submit one set of reproducible, complete shop drawings for each item requested in the specifications or as the Consultant may reasonable request.
- 26.2.5 Submit 3 copies of reproducible product data for each item requested in the specifications or as the Consultant may reasonable request.
- 26.2.6 Route all shop drawings / product data through the General Contractor and the Consultant.

26.3 Samples

- 26.3.1 Submit for Consultant review such standard manufacturers samples as this Consultant may reasonable require.
- 26.3.2 Submit samples as for procedures, describing shop drawings, with reasonable promptness and in an orderly sequence, so as to cause no delay in the Work.
- 26.3.3 Include identification on each sample, with full Project Information.
- 26.3.4 Submit the number of samples specified in individual specification sections; one of which will be retained by the Consultant.
- 26.3.5 Notify the Consultant in writing, as time of submission, of any deviations in samples from requirements of Contract Documents.
- 26.3.6 Submit samples in sizes and quantities requested.
- 26.3.7 Where colour, pattern or texture is criterion, submit full range of samples.
- 26.3.8 Construct field samples at locations acceptable to Consultant.
- 26.3.9 Reviewed samples will become standards of workmanship and material against which, installed work will be checked on project.

26.4 Mock-ups and Constructed Samples

- 26.4.1 Provide mock-ups or constructed samples as identified in respective specification sections and listed below.
- 26.4.2 Mock-up shall incorporate all work requested including finishes.
- 26.4.3 Approved mock-up shall become the standard of workmanship and materials for the remainder of the project.
- 26.4.4 Mock-up or constructed sample may become part of the work.

27 INSPECTION/TESTING OF WORK

- 27.1 Testing of concrete and other materials shall be carried out by the testing laboratory approved by the Owner.
- 27.2 Particular requirements for inspection and testing to be carried out by testing laboratory designated by Consultant are specified under various sections.
- 27.3 Contractor will pay, from the Cash Allowance, for services of testing laboratory except for the following:
 - 27.3.1 Inspection and testing required by laws, ordinances, rules, regulations or orders of public authorities.

- 27.3.2 Inspection and testing performed exclusively for Contractor's convenience.
- 27.3.3 Testing, adjustment and balancing of conveying systems, mechanical and electrical equipment and systems.
- 27.3.4 Mill tests and certificates of compliance.
- 27.3.5 Tests specified to be carried out by Contractor under the supervision of Consultant.
- 27.3.6 Additional tests specified in paragraph 5.4.
- 27.4 Where tests or inspections by designated testing laboratory reveal Work not in accordance with Contract requirements, Contractor shall pay costs of additional tests or inspections as Consultant may require to verify acceptability of corrected work.
- 27.5 Contractor shall furnish labour and facilities to:
 - 27.5.1 Provide access to work to be inspected and tested.
 - 27.5.2 Facilitate inspections and tests.
 - 27.5.3 Make good work disturbed by inspection and test.
 - 27.5.4 Notify Consultant sufficiently in advance of operations to allow for assignment of laboratory personnel and scheduling of test.
 - 27.5.5 Where materials are specified to be tested, deliver representative samples in required quantity to testing laboratory.
 - 27.5.6 Pay costs for uncovering and making good work that is covered before required inspection or testing is completed and approved by Consultant.
- 27.6 Contractor will cooperate with and provide access for inspection / testing by manufacturers' representatives for systems and materials included in this project.

28 TEMPORARY FACILITIES

28.1 Access

- 28.1.1 Provide and maintain access for the owner to the project site.
- 28.1.2 Coordinate all access to site with Owners
- 28.1.3 Maintain emergency access to and from the building at all times.
- 28.1.4 Provide construction access plan, including access route, location of salvaged material and existing site furnishing storage area, and location of laydown area, for Consultant and Owner review.

28.2 Sanitary Facilities

28.2.1 The successful Proponent may use the onsite sanitary facilities throughout the completion of the work.

28.2.2 Post notices and take such precautions as are required by local health authorities. Keep area and premises in sanitary condition.

28.3 Site Enclosures & Protection

28.3.1 Provide barriers to prevent unauthorized entry to construction and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

28.3.2 Provide site enclosure as required by Owner and by regulatory agencies. Security of the site, building contents and construction equipment is the responsibility of the Contractor.

28.3.3 Erect and maintain temporary enclosures and barricades to maintain the safety of the public and everyone on site.

28.3.4 Protect existing site concrete.

28.3.4.1 There shall be no construction access across site concrete, including but not limited to, no hauling of materials or equipment of any kind and no vehicular access that will damage concrete.

28.3.4.2 There shall be no storage of materials, tools, or equipment of any kind on any existing site concrete.

28.3.4.3 Any damage to sustained to existing site concrete will be repaired or replaced with same at the contractor's expense.

28.3.5 Provide protection to existing painted tables and chairs.

28.3.5.1 Wrap, protect, and store existing painted tables and chairs on site.

28.3.5.2 There shall be no storage of materials, tools, or equipment of any kind on table and chair surfaces.

28.3.5.3 Any damage sustained to paint will be repaired or tables and chairs will be replaced with same at the contractor's expense.

28.3.6 Provide temporary enclosure of existing playground elements, play equipment, and picnic area.

28.3.6.1 Erect and maintain temporary fencing enclosure around entirety of playground and picnic area to prevent access of public and contractors.

28.3.6.2 There shall be no storage of materials, tools, or equipment of any kind within playground and picnic enclosure.

28.3.6.3 Any damage sustained to playground elements, play equipment, picnic table and trees will be repaired or replaced with same at the contractor's expense.

28.3.7 Provide protection for existing plants designated to remain. Replace damaged plants.

28.4 Wood Salvaged Material & On-Site Storage

28.4.1 Refer to Sitework Demo & Removal 02 41 13.

28.4.2 Stack salvaged wood neatly on pallets for storage on-site.

28.5 Power

28.5.1 Arrange, pay for and maintain temporary electrical power supply in accordance with governing regulations and ordinances.

28.5.2 Existing electrical power and lighting systems may be used for construction requirements with prior approval of the Owner provided that guarantees are not affected. Pay all costs and make good damage.

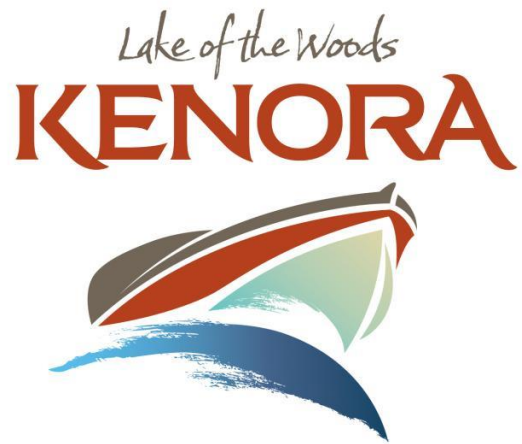
28.6 Lighting

28.6.1 Arrange, pay for and maintain temporary lighting to interior and exterior work for safety purposes.

28.7 Water Supply

28.7.1 Arrange, pay for and maintain temporary water supply in accordance with governing regulations and ordinances.

28.7.2 Existing permanent water supply system may be used for construction requirements with prior approval of the Owner provided that guarantees are not affected. Pay all costs and make good damage.



APPENDIX A

TENDER FORM

CITY OF KENORA

TENDER FORM

Tender Number: 860-7888-2
Tender Title: McLeod Park Phase 2

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. Base Bid	\$ _____
2. Cash Allowance	\$ 5,000.00
3. Provisional Pergola	\$ _____
4. Sub-total	\$ _____
5. Ontario Harmonized Sales Tax (HST = 13%)	\$ _____
6. Total (including HST)	\$ _____

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.

Declarations:

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required completion schedule stated in the Contract;
- (b) no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made;
- (c) the Tender Security is attached to this Tender. We specifically acknowledge and agree that the Tender Security may be forfeited to the City pursuant to the terms set forth in the Instructions to Tenderers;
- (d) we hereby acknowledge and confirm that the City has the right to accept any tender or to reject any or all tenders in accordance with the Instructions to Tenderers;
- (e) this Tender is open to acceptance for a period of sixty (60) days from the date of Tender Closing.

Signatures:

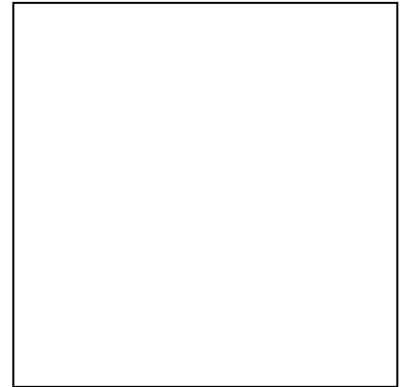
Signed, sealed and submitted for and on behalf of:

Company:

(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)



(Apply Corporate
SEAL above)

Signature:

Name & Title:

(Please Print or Type)

Witness:

Dated at

_____ this _____ day of _____, 20____



**CITY OF KENORA
INVITATION TO TENDER**

ITT #860-7888-1

**Appendix B
Drawings**



CITY OF KENORA

McLEOD PARK PHASE 2

KENORA, ONTARIO

ISSUED FOR TENDER - MAY 9, 2025

DRAWING LIST

LANDSCAPE

- L1.1 KEY PLAN
- L1.2 EXISTING CONDITIONS & DEMOLITION PLAN
- L1.3 MATERIALS PLAN
- L1.4 LAYOUT & PLANTING PLAN
- L1.5 GRADING PLAN
- L2.1 ELEVATIONS & DETAILS

ELECTRICAL

- E00 ELECTRICAL SITE PLAN
- E01 ELECTRICAL DETAILS
- E02 NIC
- E03 ELECTRICAL SCHEDULES
- E04 ELECTRICAL WIRING DIAGRAM
- E05 ELECTRICAL SPECIFICATIONS

STRUCTURAL

- S00 STRUCTURAL NOTES
- S01 STRUCTURAL SITE PLAN
- S02 NIC
- S03 STRUCTURAL PERGOLA, FRAMING PLAN, SECTIONS AND DETAILS
- S04 NIC
- S05 STRUCTURAL RAMP FRAMING PLAN, SECTION AND DETAILS
- S06 STRUCTURAL SECTIONS AND DETAILS
- S07 STRUCTURAL DECK FRAMING PLAN AND SECTION
- S08 STRUCTURAL DECK FRAMING SECTIONS



LEGEND:

GENERAL NOTES:

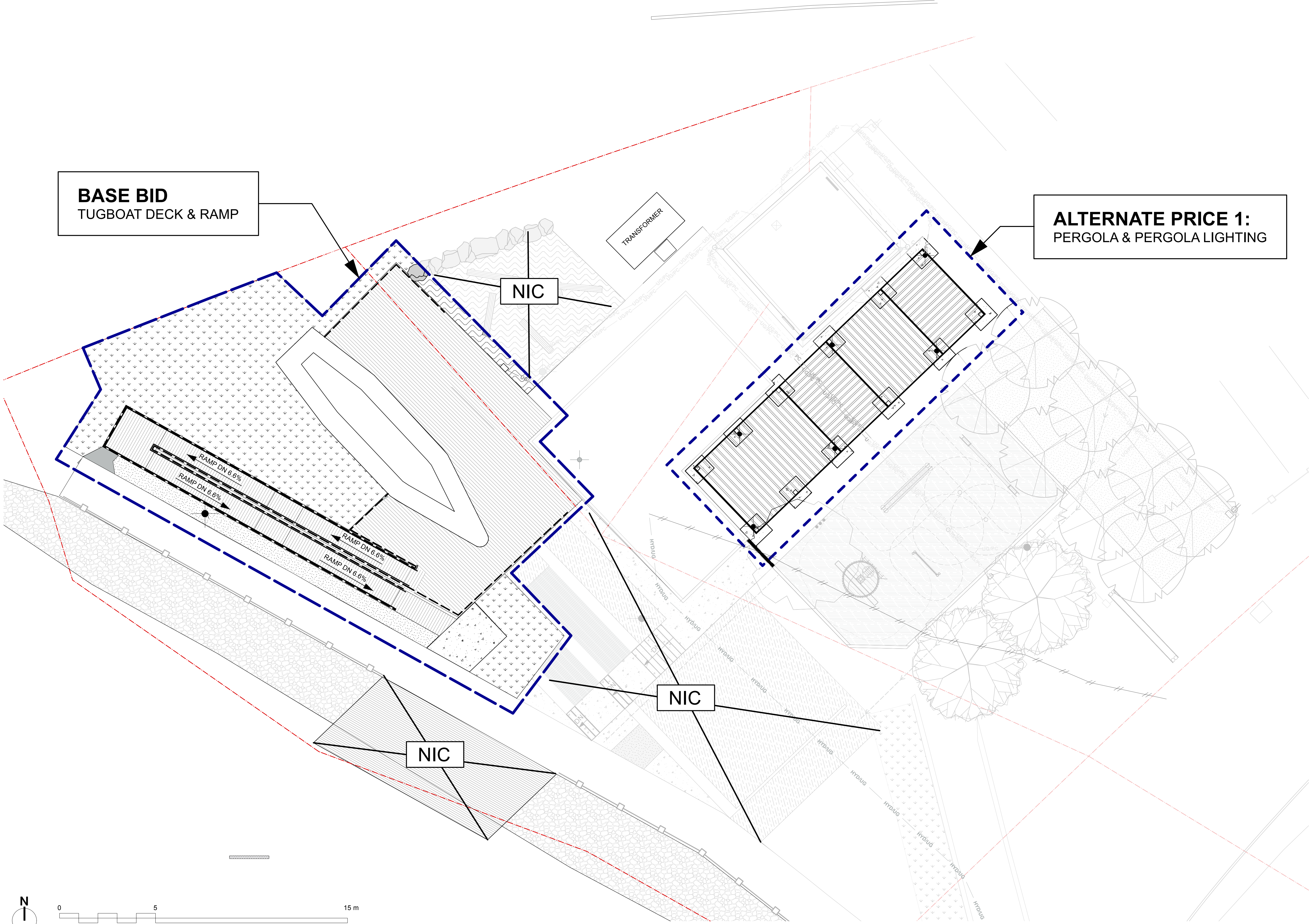
THIS DRAWING MUST NOT BE SCALED.

THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DATUMS AND LEVELS PRIOR TO COMMENCEMENT OF WORK. ALL ERRORS AND OMISSIONS TO BE REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.

VARIATIONS & MODIFICATIONS TO WORK SHOWN ON THESE DRAWINGS SHALL NOT BE CARRIED OUT WITHOUT WRITTEN PERMISSION FROM THE LANDSCAPE ARCHITECT.

THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE LANDSCAPE ARCHITECTS AND CAN BE REPRODUCED ONLY WITH THE PERMISSION OF THE LANDSCAPE ARCHITECTS. IN WHICH CASE THE REPRODUCTION MUST BEAR THEIR NAME AS LANDSCAPE ARCHITECTS.

NOTES:



3	ISSUED FOR TENDER	2025-05-09
2	ISSUED FOR TENDER REVIEW	2025-04-14
1	ISSUED FOR 66% COORDINATION	2025-04-01
NO.	ISSUE NOTES	DATE
PROFESSIONAL SEAL		



HTFC
PLANNING & DESIGN

500-115 Bannatyne Avenue East Winnipeg, MB R3B 0R3
PHONE 204 944 9907 WEB htfc.ca

PROJECT TITLE

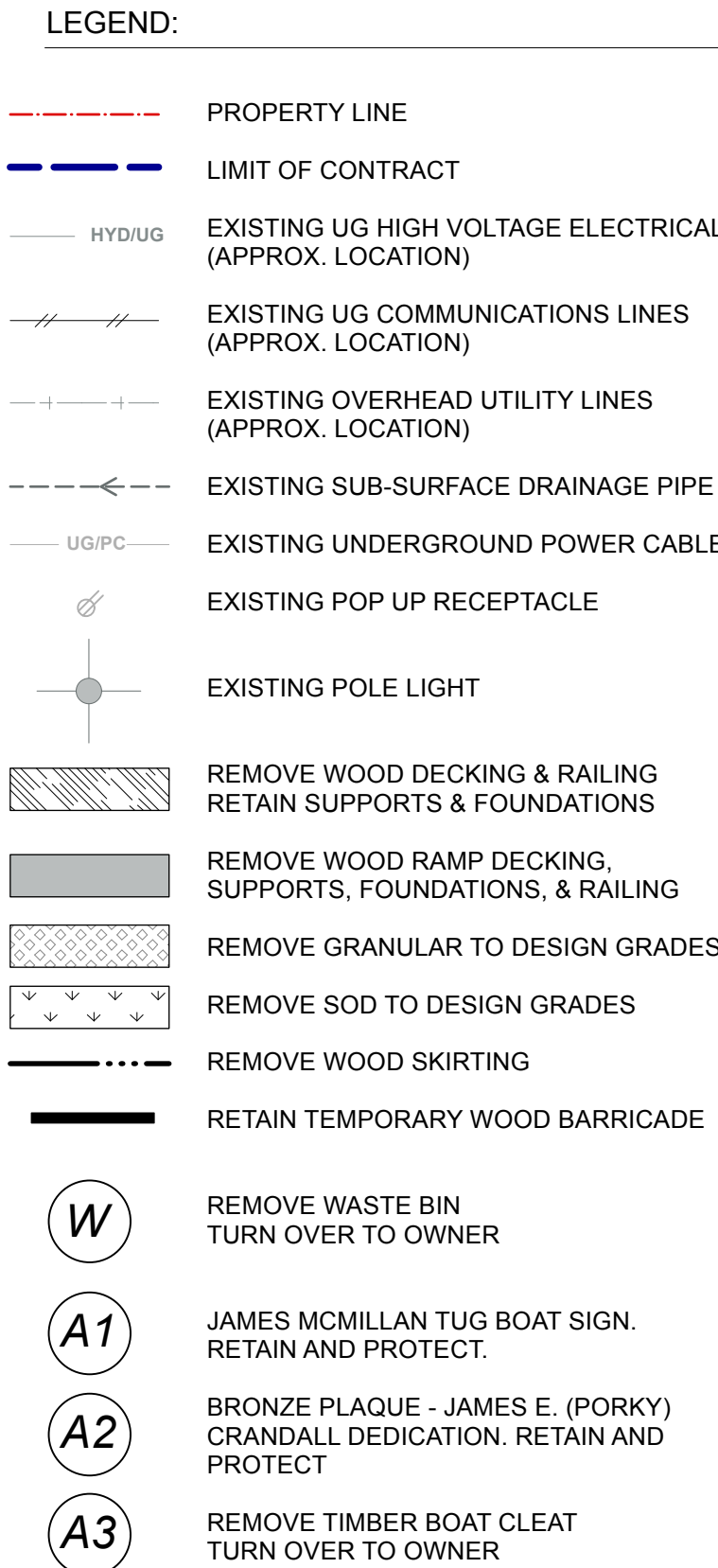
MCLEOD PARK
PHASE 2
KENORA, ON

SHEET TITLE

KEY PLAN

DRAWN AL	REVIEWED CD	DRAWING NO. L1.1
SCALE 1:100	PROJECT NO. 24-086	

PRELIMINARY - NOT FOR CONSTRUCTION



1. THE FOLLOWING NOTES AND DRAWINGS ARE INTENDED TO ASSIST THE CONTRACTOR IN DETERMINING THE EXTENT OF DEMOLITION AND REPAIR WORK NECESSARY IN ORDER TO CONSTRUCTION THE NEW WORK CONTAINED IN THE FOLLOWING CONTRACT DOCUMENTS.
2. THE DEMOLITION SHOWN INCLUDES BUT IS NOT NECESSARILY LIMITED TO THE NOTES INDICATED ON THESE DRAWINGS.
3. INSTALL CONSTRUCTION BOUNDARY FENCE PRIOR TO COMMENCING ANY WORK ON SITE.
4. SITE ACCESS, PARKING & FENCING TO BE CONFIRMED PRIOR TO START UP.
5. OWNER TO HAVE RIGHT OF FIRST REFUSAL FOR ALL ITEMS INDICATED TO BE REMOVED FROM AREAS OF DEMOLITION, INCLUDING SIGNAGE, SITE FURNISHINGS, ETC.

3	ISSUED FOR TENDER	2025-05-09
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1	ISSUED FOR 66% COORDINATION	2025-04-01
NO.	ISSUE NOTES	DATE

PROFESSIONAL SEAL



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PROJECT TITLE

MCLEOD PARK
PHASE 2

KENORA, ON

SHEET TITLE

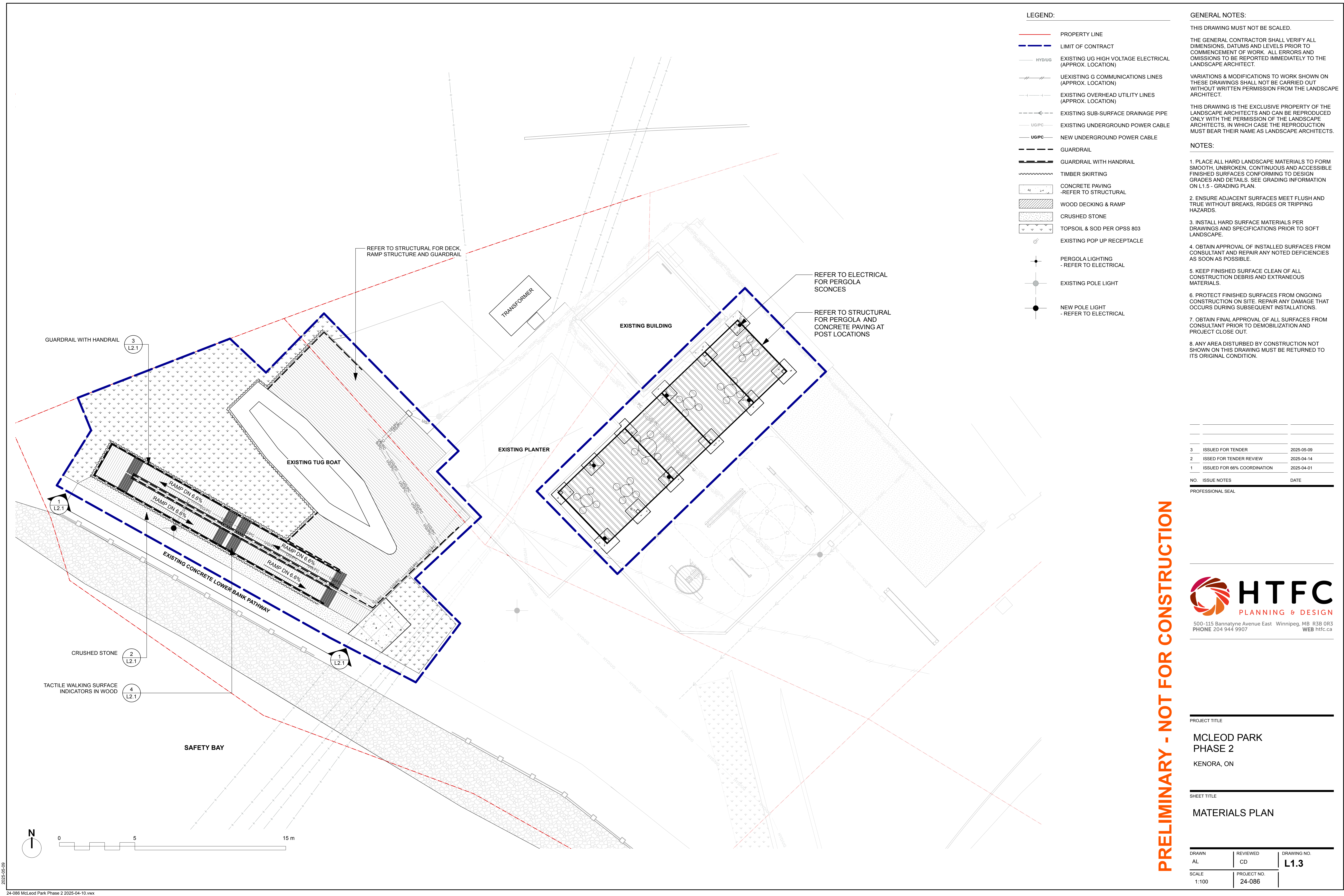
EXISTING CONDITIONS &
DEMOLITION PLAN

DRAWN AL	REVIEWED CD	DRAWING NO. L1.2
SCALE 1:100	PROJECT NO. 24-086	

PRELIMINARY - NOT FOR CONSTRUCTION

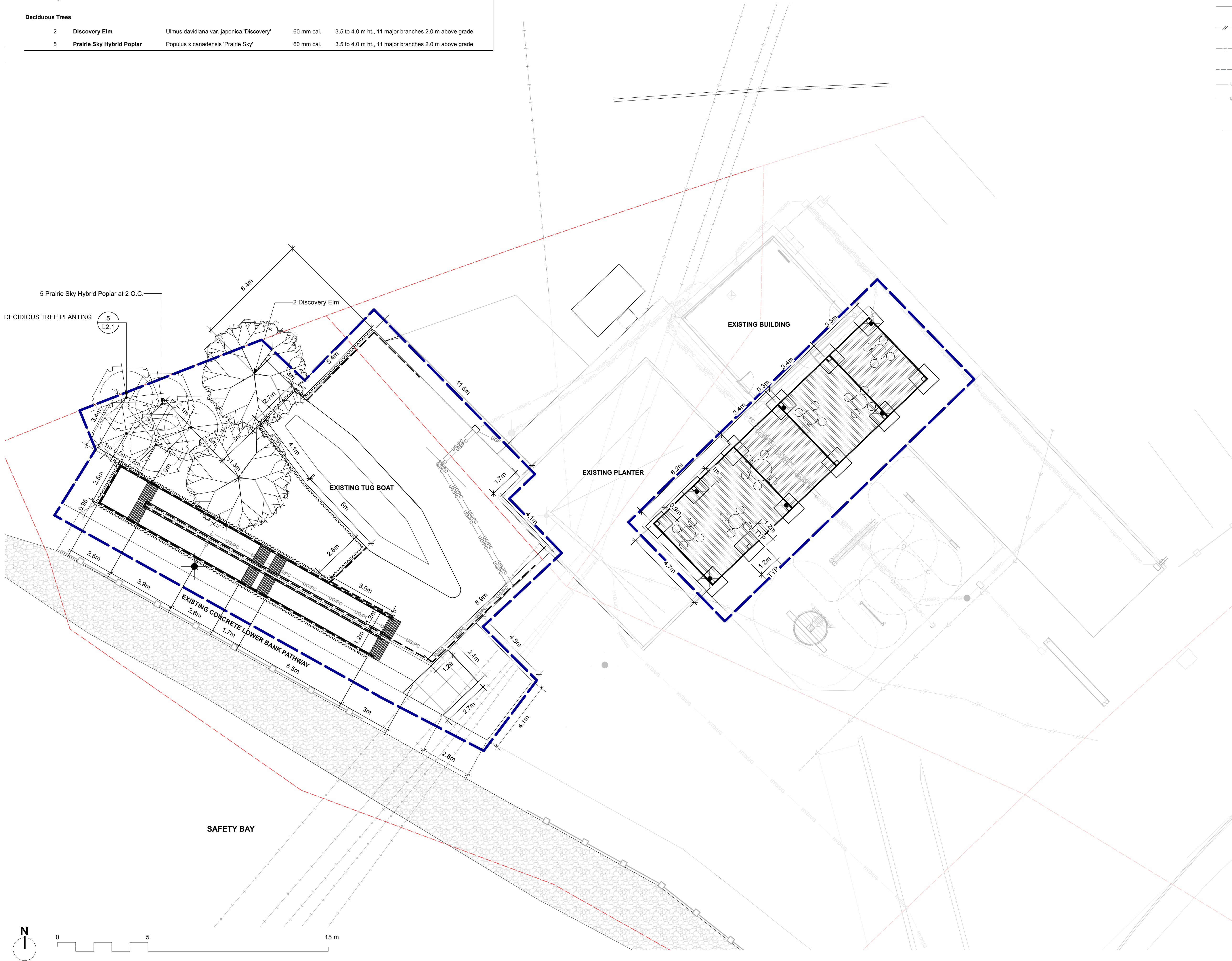
2025-05-09

24-086 McLeod Park Phase 2 2025-04-10.vwx



Plant Schedule

Qty	Common Name	Botanical Name	Size	Comments
Deciduous Trees				
2	Discovery Elm	Ulmus davidiana var. japonica 'Discovery'	60 mm cal.	3.5 to 4.0 m ht., 11 major branches 2.0 m above grade
5	Prairie Sky Hybrid Poplar	Populus x canadensis 'Prairie Sky'	60 mm cal.	3.5 to 4.0 m ht., 11 major branches 2.0 m above grade



LEGEND:

- PROPERTY LINE
- LIMIT OF CONTRACT
- EXISTING UG HIGH VOLTAGE ELECTRICAL (APPROX. LOCATION)
- EXISTING G COMMUNICATIONS LINES (APPROX. LOCATION)
- EXISTING OVERHEAD UTILITY LINES (APPROX. LOCATION)
- EXISTING SUB-SURFACE DRAINAGE PIPE
- EXISTING UNDERGROUND POWER CABLE
- NEW UNDERGROUND POWER CABLE
- EXISTING POP UP RECEPTACLE
- NEW POLE LIGHT - REFER TO ELECTRICAL

GENERAL NOTES:

- THIS DRAWING MUST NOT BE SCALED.
- THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DATUMS AND LEVELS PRIOR TO COMMENCEMENT OF WORK. ALL ERRORS AND OMISSIONS TO BE REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
- VARIATIONS & MODIFICATIONS TO WORK SHOWN ON THESE DRAWINGS SHALL NOT BE CARRIED OUT WITHOUT WRITTEN PERMISSION FROM THE LANDSCAPE ARCHITECT.
- THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE LANDSCAPE ARCHITECTS AND CAN BE REPRODUCED ONLY WITH THE PERMISSION OF THE LANDSCAPE ARCHITECTS, IN WHICH CASE THE REPRODUCTION MUST BEAR THEIR NAME AS LANDSCAPE ARCHITECTS.
- NOTES:
- ENSURE EXISTING SERVICES ARE LOCATED ON SITE PRIOR TO CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE CAUSED TO SERVICES DURING SITE CONSTRUCTION.
 - ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
 - LAYOUT PLANS WILL BE AVAILABLE IN DWG AND DXF FORMAT FOR GPS LAYOUT. CONTRACTOR MUST USE GPS LAYOUT. DIMENSIONS ON DRAWINGS ARE SHOWN FOR VERIFICATION ONLY.
 - STAKEOUT DESIGN AND CONFIRM LAYOUT WITH CONSULTANT ON SITE PRIOR TO PROCEEDING WITH ROUGH GRADING.
 - OBTAIN APPROVAL OF PLANTING DEPTHS AND PLANTING MEDIUM COMPOSITION PRIOR TO COMMENCING PLANTING.
 - LAYOUT ALL PLANTS FOR CONSULTANT APPROVAL PRIOR TO COMMENCING PLANTING.
 - REMOVE EXTRA MATERIALS AND LEAVE THE SITE IN A CLEAN, TIDY CONDITION AFTER EACH PLANTING AREA IS COMPLETED.
 - ALL DAMAGE TO ADJACENT SOD AND PLANTINGS MUST BE REPAIRED BY THE CONTRACTOR PRIOR TO PROJECT COMPLETION.
 - REPORT ANY ON SITE DISCREPANCIES TO THE CONSULTANT IMMEDIATELY.

3	ISSUED FOR TENDER	2025-05-09
2	ISSUED FOR TENDER REVIEW	2025-04-14
1	ISSUED FOR 66% COORDINATION	2025-04-01
NO.	ISSUE NOTES	DATE

PROFESSIONAL SEAL

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PLANNING & DESIGN
500-115 Bannatyne Avenue East Winnipeg, MB R3B 0R3
PHONE 204 944 9907 WEB htfc.ca

PROJECT TITLE
**MCLEOD PARK
PHASE 2**
KENORA, ON

SHEET TITLE
LAYOUT & PLANTING PLAN

DRAWN AL	REVIEWED CD	DRAWING NO. L1.4
SCALE 1:100	PROJECT NO. 24-086	

PRELIMINARY - NOT FOR CONSTRUCTION

2025-05-09

24-086 McLeod Park Phase 2 2025-04-10.vwx



LEGEND:

- PROPERTY LINE
- LIMIT OF CONTRACT
- HYDUG
- EXISTING UG HIGH VOLTAGE ELECTRICAL (APPROX. LOCATION)
- EXISTING G COMMUNICATIONS LINES (APPROX. LOCATION)
- EXISTING OVERHEAD UTILITY LINES (APPROX. LOCATION)
- EXISTING SUB-SURFACE DRAINAGE PIPE
- EXISTING UNDERGROUND POWER CABLE
- NEW UNDERGROUND POWER CABLE
- EXISTING POP UP RECEPTACLE
- NEW POLE LIGHT - REFER TO ELECTRICAL
- PROPOSED GRADES
- EXISTING GRADES / TOPO
- DRAINAGE SLOPE
- EXISTING SUBDRAIN PIPE
- ME MEET EXISTING
- TW TOP OF WALL
- BW BOTTOM OF WALL

GENERAL NOTES:

- THIS DRAWING MUST NOT BE SCALED.
- THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DATUMS AND LEVELS PRIOR TO COMMENCEMENT OF WORK. ALL ERRORS AND OMISSIONS TO BE REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
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- NOTES:
- ALL ELEVATIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.
 - CONFIRM GRADES WITH CONSULTANT PRIOR TO INSTALLATION.
 - REFER TO SURVEY AND CIVIL DRAWINGS FOR SERVICE CONNECTIONS TO EXISTING UTILITIES.
 - REPORT ANY ONSITE DISCREPANCIES TO THE CONSULTANT IMMEDIATELY.
 - PROVIDE SMOOTH, ROUNDED TRANSITIONS AT CROWN AND BOTTOM OF BERMS.
 - ROUGH GRADE SUBGRADE AND COMPACT PRIOR TO PLACING BASE MATERIALS, ENSURING POSITIVE DRAINAGE OF SUBSTRATE.

NO.	ISSUE NOTES	DATE
3	ISSUED FOR TENDER	2025-05-09
2	ISSUED FOR TENDER REVIEW	2025-04-14
1	ISSUED FOR 66% COORDINATION	2025-04-01

PROFESSIONAL SEAL

HTFC
PLANNING & DESIGN

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PHONE 204 944 9907 WEB htfc.ca

PROJECT TITLE

**MCLEOD PARK
PHASE 2**

KENORA, ON

SHEET TITLE

GRADING PLAN

DRAWN AL	REVIEWED CD	DRAWING NO. L1.5
SCALE 1:100	PROJECT NO. 24-086	

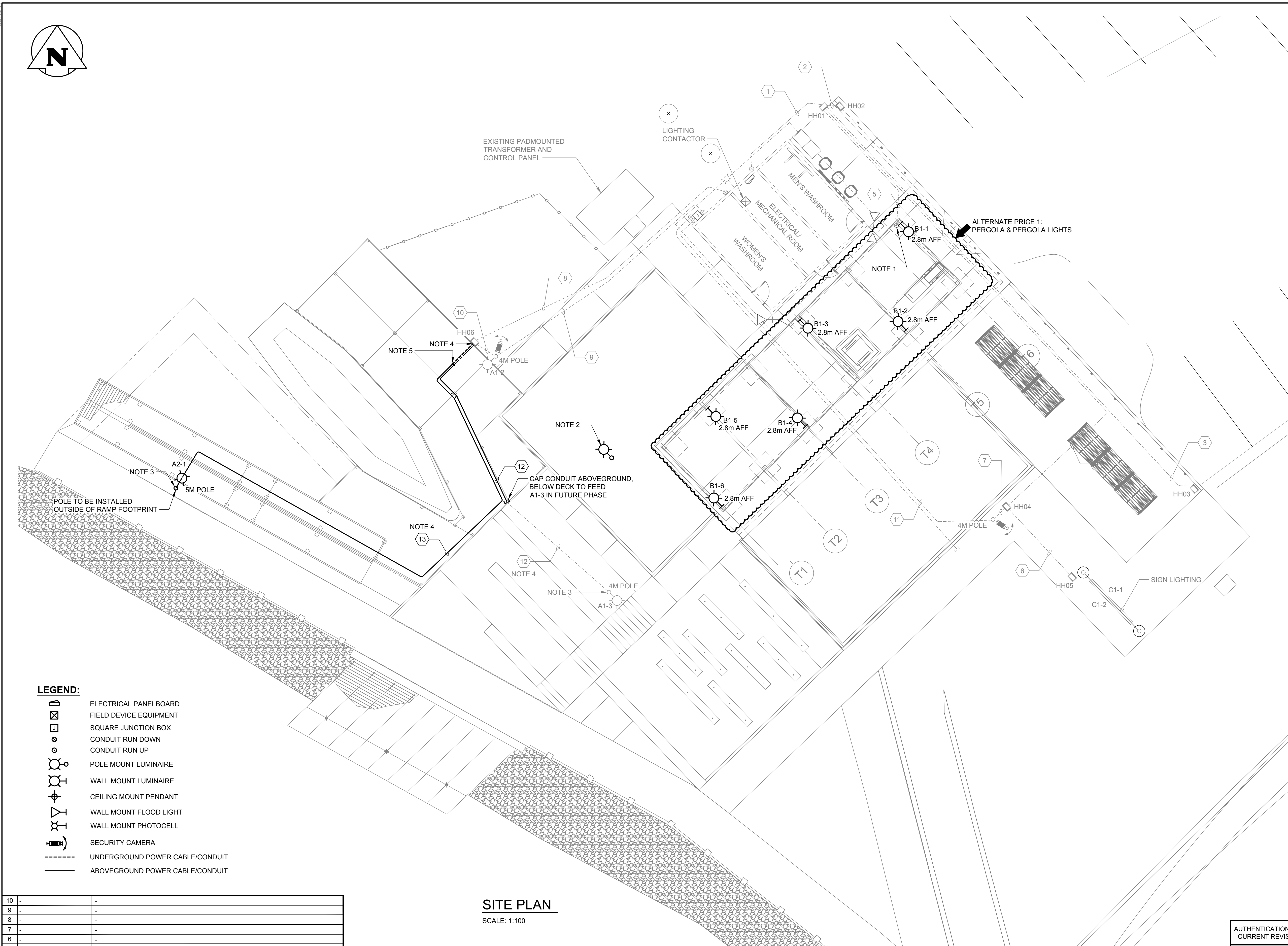
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ONLY WITH THE PERMISSION OF THE LANDSCAPE
ARCHITECTS, IN WHICH CASE THE REPRODUCTION
MUST BEAR THEIR NAME AS LANDSCAPE ARCHITECTS.



PRELIMINARY - NOT FOR CONSTRUCTION

Filename: \\kgs-nfv-48a1\Projects\2025\25-0147-001_E00_Rev.0 Plotted By: R.Gaspar 25/05/09 [Fri 5:27am]
24"x36" PLOT SCALE: 1"=1'



- NOTES:**
- PRE-EXISTING IN-GROUND CONDUIT FOR PERGOLA LIGHTS SHALL TRANSITION TO RIGID GALVANIZED STEEL (RGS) AT BOTTOM OF PERGOLA POST, AND TERMINATE AT A JUNCTION BOX AT TOP OF PERGOLA. FASTEN RGS CONDUIT TO POST USING GALVANIZED CONDUIT STRAPS. PROVIDE GALVANIZED EMT CONDUIT WITH WATER TIGHT FITTINGS FROM JUNCTION BOX TO ALL LUMINAIRES MOUNTED TO PERGOLA POSTS. CONDUIT TO BE PAINTED TO MATCH PERGOLA COLOUR.
 - EXISTING STREET LIGHT SHALL BE REMOVED.
 - COORDINATE WITH STRUCTURAL DRAWINGS FOR POLE BASE CONSTRUCTION.
 - UTILIZE PRE-EXISTING HANDHOLES TO RUN CONDUIT FOR SERVICE TO LIGHT POLE.
 - BRING CONDUIT ABOVEGROUND AFTER EXITING HH06, AND SECURE CONDUIT TO UNDERSIDE OF DECKING.
 - RUN CONDUIT UNDERGROUND FROM BENEATH DECK TO ENTER BASE OF LIGHTPOLE.
 - SEE REF. DWG 2 FOR LIGHTING CONTROLS WIRING DIAGRAM FOR ALL POLE AND PERGOLA LIGHTING. SEE REF. DWG 1 FOR LUMINAIRE SCHEDULE FOR ALL OUTDOOR LUMINAIRES.

LEGEND:

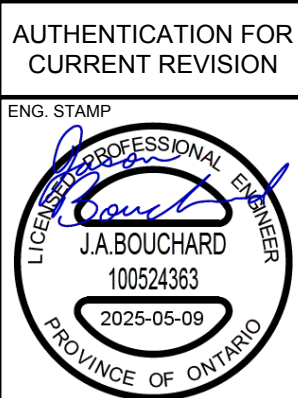
- ELECTRICAL PANELBOARD
- FIELD DEVICE EQUIPMENT
- SQUARE JUNCTION BOX
- CONDUIT RUN DOWN
- CONDUIT RUN UP
- POLE MOUNT LUMINAIRE
- WALL MOUNT LUMINAIRE
- CEILING MOUNT PENDANT
- WALL MOUNT FLOOD LIGHT
- WALL MOUNT PHOTOCELL
- SECURITY CAMERA
- UNDERGROUND POWER CABLE/CONDUIT
- ABOVEGROUND POWER CABLE/CONDUIT

SITE PLAN

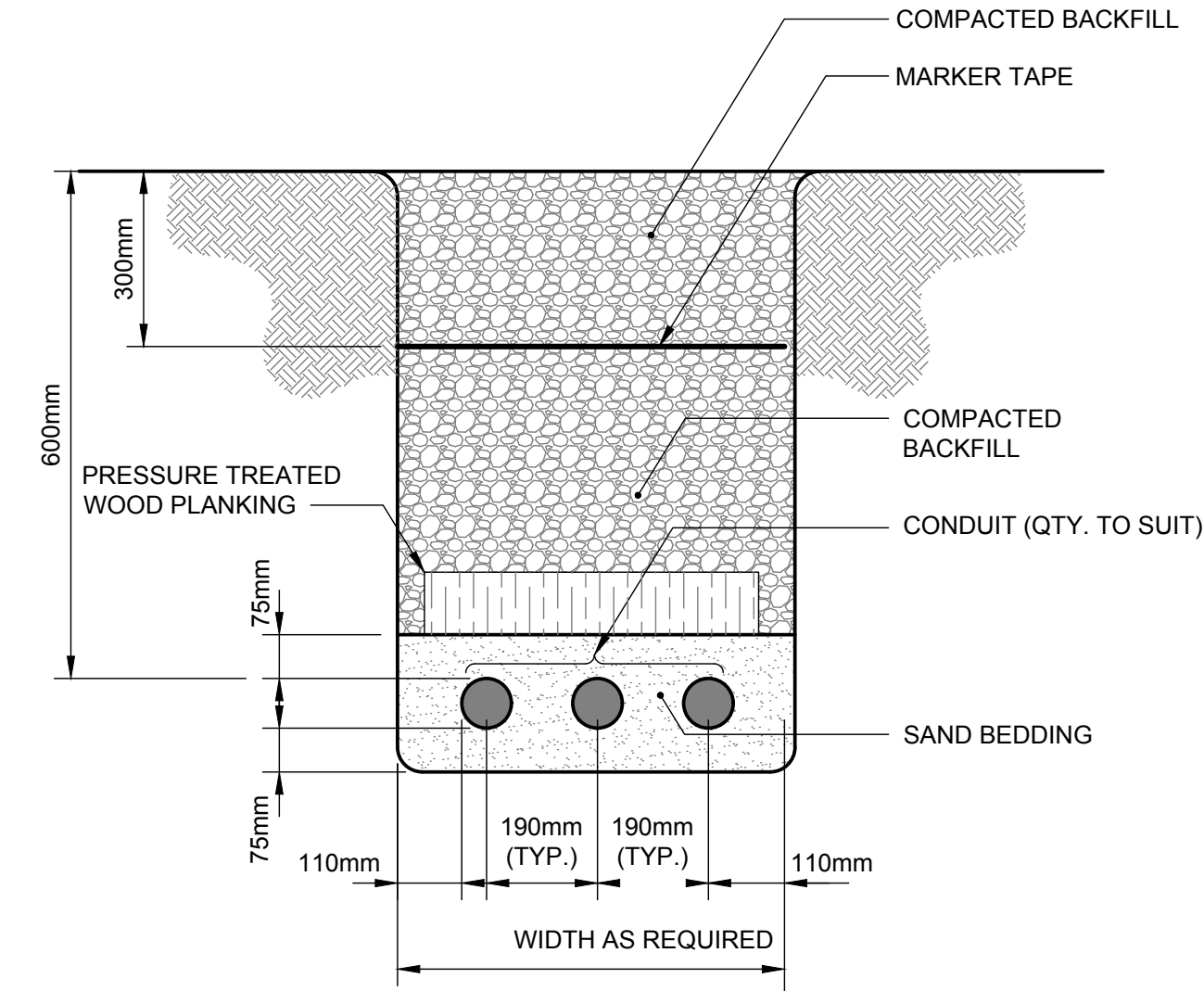
SCALE: 1:100

10	-	-
9	-	-
8	-	-
7	-	-
6	-	-
5	-	-
4	-	-
3	-	-
2	25-0147-001_E04	ELECTRICAL - WIRING DIAGRAM
1	25-0147-001_E03	ELECTRICAL - SCHEDULES
NO.	DRAWING NUMBER	REFERENCE DRAWING TITLE
REFERENCE DRAWINGS		

FOR TENDER ONLY
NOT TO BE USED FOR CONSTRUCTION

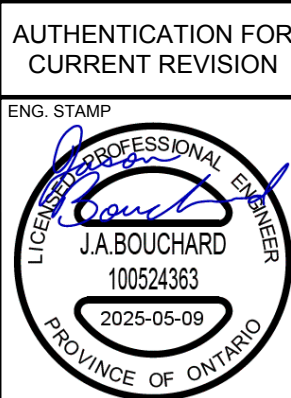


0	25/05/09	ISSUED FOR TENDER	TL	JAB
NO.	YYMMDD	DESCRIPTION	DESIGN BY	DESIGN CHECK
REVISIONS / ISSUE				
CLIENT: CITY OF KENORA				
PROJECT: MCLEOD PARK PHASE 2				
DWG. DESCRIPTION: ELECTRICAL SITE PLAN				
DESIGN BY: TL		DATE: 25/03/31		
DESIGN CHECK: JAB		DATE: 25/05/09		
DRAWN BY: DIS		DATE: 25/03/31		
DWG CHECK: TL		DATE: 25/05/09		
DWG. NO: 25-0147-001		E00		REV: 0



A **TYPICAL TRENCH DETAIL**
SCALE: N.T.S.

0	25/05/09	ISSUED FOR TENDER	TL	JAB
NO.	YYMMDD	DESCRIPTION	DESIGN BY	DESIGN CHECK
REVISIONS / ISSUE				
CLIENT:  CITY OF KENORA				
PROJECT: MCLEOD PARK PHASE 2				
DWG. DESCRIPTION: ELECTRICAL DETAILS				
	DESIGN BY:	TL	DATE (YYMMDD):	25/03/31
	DESIGN CHECK:	JAB	DATE:	25/05/09
	DRAWN BY:	DIS	DATE:	25/03/31
	DWG CHECK:	TL	DATE:	25/05/09
DWG. NO:		25-0147-001	E01	REV: 0



FOR TENDER ONLY
NOT TO BE USED FOR CONSTRUCTION

Filename: \\kgs-nfv\data\Projects\2025\25-0147-001\Drawg\Elec\25-0147-001_E03 - Tab 25-0147-001_E03_Rev.0 Plotted By: R.Gaspar 25/05/09 [Fri 5:27am]
24"x36" PLOT SCALE: 1:1

SUPPLY: 240V 1Ø 3W BUS AMPACITY: 225 BUS MATERIAL: ☒ COPPER ☐ ALUMINUM INCOMING: ☒ BREAKER ☐ LUGS MAIN BREAKER AMPS: 200 SERVICE ENTRANCE RATED: ☒ YES ☐ NO BUS AND BREAKER RATING: 10kA				NAME PLATE: PANEL ' WASHROOM PNL '								LOCATION: WASHROOM ELECTRICAL/MECHANICAL ROOM MOUNTING: ☒ SURFACE ☐ FLUSH ENCLOSURE RATING: NEMA 2 MANUFACTURER: MODEL NO: BREAKER: ☐ PLUG-IN ☒ BOLT-ON SPD: ☒ YES ☐ NO			
NOTE	REV	CCT	DESCRIPTION	VA	P	BKR	L1	L2	BKR	P	VA	DESCRIPTION	CCT	REV	NOTE
		1	FUTURE LEVEL 2 EV CHARGER #1	7000	2	50	●		15	1	150	LIGHTING CIRCUIT #1 SIGN & POLE LIGHTING	2		
		3						●	15	1	100	LIGHTING CIRCUIT #2 PERGOLA LIGHTING	4		
		5	FUTURE LEVEL 2 EV CHARGER #2	7000	2	50	●		15	1	100	SPARE	6		
		7						●					8		
		9	UTILITY ROOM LIGHTS	-	1	15	●		70	2	8000	VENDOR RECEPTACLE #1 (1x 50A + 1x 20A)	10		
		11	EAST WASHROOM LIGHTS AND PLUGS	-	1	15		●	30	2	2000	VENDOR RECEPTACLE #2 (1x 20A)	12		
		13	EAST WASHROOM LIGHTS AND PLUGS	-	1	15	●						14		
		15	WEST WASHROOM LIGHTS AND PLUGS	-	1	15		●	15	2	-	WATER PUMP	16		
		17	EAST WASHROOM ELECTRICAL HEATER	-	2	15	●						18		
		19						●	20	1	-	OUTSIDE RECEPTACLES	20		
		21	WEST WASHROOM ELECTRICAL HEATER	-	2	15	●		20	1	-	OUTSIDE RECEPTACLES	22		
		23						●	15	1	-	ALARM PANEL	24		
		25	UTILITY ROOM ELECTRICAL HEATER	-	2	15	●		-	1	-		26		
		27						●	-	1	-		28		
		29		-	1	-	●		-	1	-		30		
		31		-	1	-		●	-	1	-		32		
		33		-	1	-	●		-	1	-		34		
		35		-	1	-		●	-	1	-		36		
		37		-	1	-	●		-	1	-		38		
		39		-	1	-		●	-	1	-		40		
		41		-	1	-	●		-	1	-		42		
				LOAD 'L1'		LOAD 'L2'									
				12,250		12,100									

LUMINAIRE SCHEDULE				
TYPE	DESCRIPTION	VOLTAGE	LAMPS	DESIGN BASIS MATERIALS
A1	LED POLE MOUNTED LUMINAIRE TYPE V ROUND DISTRIBUTION BLACK FINISH DIMMING OUTDOOR -30C RATED C/W 4M POLE	120V	LED 16W 4000K	SELUX: AST2-R5R-2-5G140-40-16-BK-120 C/W VALMONT: ROUND TAPERED ALUMINUM 13' BLACK
A2	LED POLE MOUNTED LUMINAIRE TYPE V ROUND DISTRIBUTION BLACK FINISH DIMMING OUTDOOR -30C RATED C/W 5M POLE	120V	LED 16W 4000K	SELUX: AST2-R5R-2-5G140-40-16-BK-120 C/W VALMONT: ROUND TAPERED ALUMINUM 16' BLACK
B1	LED WALL MOUNTED LUMINAIRE WIDE DISTRIBUTION BLACK FINISH DIMMING OUTDOOR -40°C RATED	120V	LED 5.5W 4000K	LIGMAN: ULEW-30001-5.5W LED-XX-W40-XX-120V-F

↑
ALTERNATE PRICE 1

HANDHOLE SCHEDULE				
HANDHOLE TAG	DIMENSIONS			
	LENGTH (mm)	WIDTH (mm)	DEPTH (mm)	OLDCASTLE CATALOGUE NUMBER (JUNCTION BOX & COVER)
HH01	330	600	600	1324
HH02	600	914	914	2436
HH03	600	914	914	2436
HH04	330	600	600	1324
HH05	330	600	600	1324
HH06	330	600	600	1324

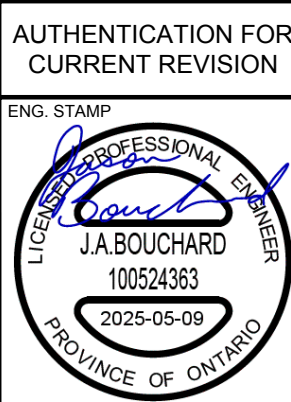
UNDERGROUND CONDUIT & CONDUCTOR TABLE			
TAG	CONDUIT SIZE (mm) & TYPE	CONDUCTORS	SERVICE
1	103mm RIGID PVC	3 X 1C #4AWG COPPER RWU90-XLPE	50A VENDOR RECEPTACLE
		2 X 1C #10AWG COPPER RWU90-XLPE	20A VENDOR RECEPTACLE
		2 X 1C #12AWG COPPER RWU90-XLPE	PERGOLA LIGHTING
		2 X 1C #12AWG COPPER RWU90-XLPE	SIGN & POLE LIGHTING
		1 X 1C #10AWG COPPER RWU90-XLPE GREEN	BOND
2	53mm RIGID PVC	3 X 1C #4AWG COPPER RWU90-XLPE 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	50A VENDOR RECEPTACLE BOND
3	53mm RIGID PVC	2 X 1C #10AWG COPPER RWU90-XLPE 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	20A VENDOR RECEPTACLE BOND
4	53mm RIGID PVC	2 X 1C #12AWG COPPER RWU90-XLPE 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	SIGN & POLE LIGHTING BOND
5	27mm RIGID PVC	2 X 1C #12AWG COPPER RWU90-XLPE 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	PERGOLA LIGHTING BOND
6	27mm RIGID PVC	2 X 1C #12AWG COPPER RWU90-XLPE 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	SIGN LIGHTING BOND
7	27mm RIGID PVC	2 X 1C #12AWG COPPER RWU90-XLPE 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	POLE LIGHT BOND
8	53mm RIGID PVC	2 X 1C #12AWG COPPER RWU90-XLPE 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	POLE LIGHT BOND
9	27mm RIGID PVC	1 X CAT6 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	SECURITY CAMERA BOND
10	27mm RIGID PVC	2 X 1C #12AWG COPPER RWU90-XLPE 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	POLE LIGHT BOND
11	27mm RIGID PVC	1 X CAT6 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	SECURITY CAMERA BOND
12	27mm RIGID PVC	2 X 1C #12AWG COPPER RWU90-XLPE 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	POLE LIGHT BOND
13	27mm RIGID PVC	2 X 1C #12AWG COPPER RWU90-XLPE 1 X 1C #10AWG COPPER RWU90-XLPE GREEN	POLE LIGHT BOND

← CABLE TO BE INSTALLED IN FUTURE PHASE

← PHASE 2

NOTES:
1. GREY ITEMS DENOTE EXISTING NOT INCLUDED IN SCOPE.

0	25/05/09	ISSUED FOR TENDER	TL	JAB
NO.	YYMMDD	DESCRIPTION	DESIGN BY	DESIGN CHECK
REVISIONS / ISSUE				
CLIENT:  CITY OF KENORA				
PROJECT: MCLEOD PARK PHASE 2				
DWG. DESCRIPTION: ELECTRICAL SCHEDULES				
		DESIGN BY:	TL	DATE (YYMMDD): 25/04/01
		DESIGN CHECK:	JAB	DATE: 25/05/09
		DRAWN BY:	DIS	DATE: 25/04/01
		DWG CHECK:	TL	DATE: 25/05/09
DWG. NO:		25-0147-001		REV: 0



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0	25/05/09	ISSUED FOR TENDER	TL	JAB
	NO. YYMMDD	DESCRIPTION	DESIGN BY	DESIGN CHECK
REVISIONS / ISSUE				
CLIENT:				
		CITY OF KENORA		
PROJECT:				
MCLEOD PARK PHASE 2				
DWG. DESCRIPTION:				
ELECTRICAL WIRING DIAGRAM				
N FOR SION 	DESIGN BY:		DATE (YYMMDD):	
	TL		25/04/01	
	DESIGN CHECK:		DATE:	
	JAB		25/05/09	
	DRAWN BY:		DATE:	
	DIS		25/04/01	
DWG CHECK:		DATE:		
TL		25/05/09		
DWG. NO.			REV:	
25-0147-001				0

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Filename: \\kgs-filer\data\Projects\2025\25-0147-001_E05 - Tab 25-0147-001_E05 - Rev.05 Plotted By: R.Gaspar 25/05/2025 [Fri 1:27am]
24"x36" PLOT SCALE: 1:1

DIV.26 - SPECIFICATIONS

1.0 GENERAL PROVISIONS

01 THE DRAWINGS, GENERAL CONDITIONS AND GENERAL PROVISIONS OF THE CONTRACT SHALL FORM AN INTEGRAL PART OF THE SPECIFICATIONS. WHERE CONFLICTS ARISE BETWEEN THESE DOCUMENTS, THE MORE STRINGENT PROVISION WILL BE APPLICABLE. SUBJECT TO THE INTERPRETATION OF THE ENGINEER, THE CONTRACT DOCUMENTS SHALL TAKE PRECEDENCE WHERE THE CONTRACT DOCUMENTS EXCEED CODE, UTILITY OR RECOGNIZED STANDARDS REQUIREMENTS.

02 THE CONTRACT SHALL INCLUDE FURNISHING ALL LABOUR, MATERIAL, SERVICES, AND SKILLED SUPERVISION NECESSARY FOR THE CONSTRUCTION, ERECTION, INSTALLATION, CONNECTIONS, TESTING, AND ADJUSTMENT OF ALL MATERIALS AND ELECTRICAL EQUIPMENT NECESSARY FOR A COMPLETE AND OPERATING SYSTEM AS INDICATED ON THE DRAWINGS OR SPECIFIED HEREIN, AND ITS DELIVERY TO THE OWNER, COMPLETE IN ALL RESPECTS AND READY FOR USE.

03 ALL ELECTRICAL WORK AND MATERIAL SHALL CONFORM WITH THE CURRENT RELEVANT NBC, CEC, LOCAL BY-LAWS AND TO THE SATISFACTION OF THE AHJ AND ENGINEER.

04 EXAMINE THE SITE, BUILDING AND LOCAL CONDITIONS AFFECTING WORK OF THIS CONTRACT. EXAMINE ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL CONDITIONS TO BE PERFORMED WITHOUT CHANGES, AS SHOWN ON CONTRACT DRAWINGS. NO ALLOWANCE WILL BE MADE LATER FOR NECESSARY CHANGES, UNLESS IT HAS BEEN BROUGHT TO ENGINEER'S ATTENTION IN WRITING, PRIOR TO CLOSING OF TENDERS. BY SIGNING THE CONTRACT, THE EC ACKNOWLEDGES A SITE WALK-THROUGH HAS BEEN COMPLETED AND THE EXISTING CONDITIONS WERE ACCEPTED.

05 APPLY FOR AND INCLUDE THE ASSOCIATED COSTS FOR ALL PERMITS, SERVICES, FEES AND INSPECTIONS IN THE TENDER QUOTE.

06 OBTAIN APPROVALS FROM THE AHJ AND NOTIFY THE ENGINEER OF ANY CHANGES REQUESTED BY THE AHJ PRIOR TO THE EXECUTION OF THE REQUEST.

07 COMPLY WITH ALL DEPARTMENT OF LABOUR, WORKPLACE AND HEALTH REQUIREMENTS AT ALL TIMES.

08 WHERE DOUBT EXISTS AS TO THE MEANING OF THE DRAWINGS OR SPECIFICATIONS, IT IS THE RESPONSIBILITY OF THE EC TO OBTAIN CLARIFICATION PRIOR TO TENDER.

09 ALL MATERIALS USED SHALL BE NEW, OF THE TYPE SPECIFIED, AND APPROVED BY CERTIFICATION AGENCY RECOGNIZED BY THE AHJ, AND FREE FROM DEFECTS.

10 EXECUTE WORK IN A FIRST-CLASS AND WORKMANLIKE MANNER, TO PRESENT A NEAT APPEARANCE.

11 ALL PACKAGING BARCODE LABELS SHALL BE REMOVED PRIOR TO INSTALLATION.

12 CLEAN ALL EQUIPMENT DURING CONSTRUCTION AND AGAIN ON COMPLETION OF THE CONTRACT. ALL SURPLUS MATERIALS, CUTTINGS, PACKAGING AND DEBRIS SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED.

13 ALL ELECTRICAL EQUIPMENT (INCLUDING PANELBOARDS, DISCONNECT SWITCHES, MOTOR STARTERS, SERVICE ENTRANCE, AND MCC) SHALL HAVE A LIGHT GREY (ASA-B1) FACTORY ENAMEL FINISH UNLESS SPECIFIED OTHERWISE IN THE OTHER SECTIONS.

14 BUILDING ENVELOPE PENETRATIONS FOR ANY ELECTRICAL COMPONENTS (I.E. CONDUIT, BOXES, CABLES, ETC.) SHALL BE EXECUTED SO INTEGRITY OF ASSEMBLY IS NOT COMPROMISED. PROVIDE ADEQUATE SEALINGS, COVERS, GASKETS, CAPS, ETC. COORDINATE WORK AND REQUIREMENTS WITH ALL OTHER RELEVANT CONTRACTORS, ARCHITECT, ENVELOPE CONSULTANT AND OTHER RELEVANT CONSULTANTS AND CONTRACTORS.

15 THE ELECTRICAL SERIES DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PERTAIN TO THE ELECTRICAL SCOPE OF WORK ONLY. TASKS WHICH ARE NOT PART OF THE ELECTRICAL SCOPE OF WORK, EVEN IF MENTIONED IN THESE DOCUMENTS, ARE INDICATED PURELY FOR REFERENCE AND COORDINATION PURPOSES ONLY.

16 THE DRAWINGS ARE DIAGRAMMATIC ONLY, AND DO NOT SHOW ALL DETAILS. INFORMATION INVOLVING ACCURATE MEASUREMENTS OF THE BUILDING, STRUCTURAL STEEL, EXISTING WALLS, ETC. IS TO BE TAKEN IN THE FIELD. THE EC SHALL MAKE, WITHOUT ADDITIONAL EXPENSE TO OWNER NECESSARY CHANGES OR ADDITIONS TO RUNS TO ACCOMMODATE STRUCTURAL CONDITIONS.

17 LOCATION OF DEVICES MAY BE ALTERED BY THE ENGINEER WITHOUT CHARGE TO OWNER. PROVIDE THE CHANGE IS MADE BEFORE FINAL INSTALLATION AND DOES NOT NECESSITATE ADDITIONAL MATERIALS. RECORD CHANGES ON RECORD DRAWINGS.

18 DRAWINGS SHOW GENERAL LOCATIONS FOR EQUIPMENT AND CIRCUITS. INSTALL THEM IN SUCH A WAY AS TO CONSERVE HEADROOM AND TO INTERFERE AS LITTLE AS POSSIBLE WITH THE SPACE THROUGH WHICH THEY PASS.

19 ALL PAINTING AND PATCHING SHALL BE DONE BY QUALIFIED LABOURERS.

20 MAINTAIN 40" (1m) CLEARANCE IN FRONT OF ALL SERVICEABLE ELECTRICAL EQUIPMENT (I.E. PANELBOARDS) AS PER CEC REQUIREMENTS.

21 INSTALL ALL EQUIPMENT IN ACCORDANCE WITH THE AHJ, CEC AND MANUFACTURER'S INSTRUCTIONS. EC SHALL COORDINATE WITH OTHER TRADES TO ENSURE PROPER INSTALLATION.

22 THE EC SHALL KEEP A SET OF FULL SIZED RECORD DRAWINGS ON WHICH THE EC SHALL RECORD ALL ADDITIONS OR DEVIATIONS FROM THE CONTRACT DOCUMENTS INCLUDING ALL CHANGES COVERED BY ADDENDA, CHANGE ORDERS, FIELD CHANGES, SITE CONDITIONS, ETC. A SET OF DRAWINGS SHALL BE UTILIZED FOR EACH SYSTEM AND THE EC SHALL OBTAIN PRINTS AS REQUIRED. DRAWINGS TO INCLUDE LOCATIONS OF ALL JUNCTION AND PULL BOXES, ROUTING OF FEEDERS AND CONDUITS, AND CHANGES TO CIRCUIT NUMBERS. ALL PRINCIPLE BELOW GRADE OR INACCESSIBLE CONDUITS, SYSTEMS, ETC. SHALL BE DIMENSIONED AT EACH CHANGE IN DIRECTION. ALL CONDUIT ROUTES NOT SHOWN BY THE ENGINEER ON ORIGINAL DRAWING SHALL BE SHOWN INCLUDING CIRCUIT WIRING, JUNCTION BOXES, ZONED CONDUIT RUNS, ETC.

23 PANELBOARDS AND OTHER EQUIPMENT WHICH ARE TO BE SURFACE MOUNTED SHALL BE INSTALLED ON MINIMUM 3/4" (19mm) PLYWOOD BACKBOARD COMPLETE WITH TWO (2) COATS OF GREY INTUMESCENT PAINT (FIRE PROOFING) BEFORE ANY EQUIPMENT IS MOUNTED. PROVIDE PLYWOOD MOUNTED BOARDS UNLESS SPECIFIED OTHERWISE IN THE OTHER SECTIONS.

24 ALL PCN COSTING SHALL BE REVIEWED BY THE ENGINEER USING PRICING STANDARDS BASED ON THE CURRENT EDITION OF RSMANS "ELECTRICAL CHANGE ORDER COST DATA" PRICING GUIDE. THIS GUIDE SHALL BE THE MAXIMUM COST ALLOWED.

25 EXCAVATION AND FILL

- WHERE REQUIRED, THE EC SHALL PERFORM ALL EXCAVATION AND BACK-FILLING PERTAINING TO THIS PORTION OF THE CONTRACT. FILL MATERIAL SHALL BE EQUIVALENT TO THE SURROUNDING MATERIAL. THE EC SHALL COORDINATE ALL WORK REQUIRED.
- UNDER NO CIRCUMSTANCES SHALL THE EC PROCEED WITH DIGGING WITHOUT CHECKING WITH PERTINENT PARTIES AND/OR AUTHORITIES REGARDING THE EXISTING UNDERGROUND SERVICES DUCTS, STRUCTURES, DOMESTIC WATER / SANITARY LINES, ETC.
- WHEN UNDERGROUND SERVICE/INSTALLATION HAS TO BE CONNECTED TO SERVICES SUPPLIED AND INSTALLED BY OTHER PARTIES, THE EC SHALL FULLY COORDINATE THE EXACT POINT OF CONNECTION WITH OTHER PARTIES. THIS COORDINATION HAS TO BE PERFORMED PRIOR TO EXCAVATION AND INSTALLATION.
- ALL CIVIL CONCRETE, EXCAVATION OR BACKFILL WORK INCLUDING SHORING AND BEDDING SHALL BE PERFORMED UNDER THE DIRECTION OF THE RELEVANT PROFESSIONAL (CIVIL OR STRUCTURAL ENGINEER) ON THE PROJECT. FOR DIRECTIONS, GUIDANCE, SPECIFICATION REGARDING THIS WORK, THE EC SHALL CONTACT THE RELEVANT PROFESSIONAL(S).

26 PROVIDE TEMPORARY ELECTRICAL SERVICES AS REQUIRED BY ALL TRADES. COORDINATE POWER REQUIREMENTS FOR THE TEMPORARY SERVICE WITH THE GC.

2.0 DEFINITIONS

01 THE FOLLOWING ARE DEFINITIONS OF TERMS AND EXPRESSIONS USED IN THE ELECTRICAL SPECIFICATION AND DRAWINGS:

- AHJ - AUTHORITY HAVING JURISDICTION
- EC - ELECTRICAL SUB-CONTRACTOR
- MC - MECHANICAL SUB-CONTRACTOR
- GC - GENERAL CONTRACTOR
- INSPECTION AUTHORITY - MEANS AGENT OF ANY AUTHORITY HAVING JURISDICTION OVER CONSTRUCTION STANDARDS ASSOCIATED WITH ANY PART OF ELECTRICAL WORK ON SITE.
- SUPPLY AUTHORITY - MEANS ELECTRICAL POWER UTILITY COMPANY RESPONSIBLE FOR DELIVERY OF ELECTRICAL POWER TO PROJECT (SYNERGY NORTH).
- CEC - MEANS CANADIAN ELECTRICAL CODE OR LOCAL CODE IN FORCE AT PROJECT LOCATION.
- NBC - MEANS NATIONAL BUILDING CODE OR LOCAL CODE IN FORCE AT PROJECT LOCATION.
- CODE - MEANS ALL CODES, REGULATIONS AND REQUIREMENTS INCLUDING BUT NOT LIMITED TO THE CURRENT RELEVANT NBC, CEC AND LOCAL BY-LAWS.
- PROVIDE - MEANS TO SUPPLY, INSTALL AND LEAVE IN WORKING ORDER ALL MATERIALS AND NECESSARY WIRING, SUPPORTS, ACCESS PANELS, ETC., AS NECESSARY FOR EQUIPMENT IDENTIFIED.
- CONCEALED - MEANS HIDDEN FROM NORMAL SIGHT IN FURRED SPACES, SHAFTS, CEILING SPACES, WALLS AND PARTITIONS.
- EXPOSED - MEANS WORK NORMALLY VISIBLE, INCLUDING WORK IN EQUIPMENT ROOMS, TUNNELS, AND SIMILAR SPACES.
- FINISHED - MEANS WHEN IN DESCRIPTION OF ANY AREA OR PART OF AN AREA OR A PRODUCT WHICH RECEIVES A FINISH SUCH AS PAINT OR IN CASE OF A PRODUCT MAY BE FACTORY FINISHED.
- INSTALL (AND TENSES OF "INSTALL") - MEANS SECURE IN POSITION, CONNECT COMPLETE, TEST, ADJUST AND VERIFY.
- CONNECT - TO BRING SERVICE TO THE EQUIPMENT AND MAKE FINAL ATTACHMENT INCLUDING NECESSARY SWITCHES, OUTLETS, BOXES, TERMINATIONS, ETC..
- SUPPLY - MEANS TO ACQUIRE, ARRANGE FOR DELIVERY TO SITE, DISTRIBUTE TO FLOORS, INSPECT, ACCEPT DELIVERY AND ADMINISTER SUPPLY OF MANUFACTURER'S PRODUCTS AND/OR SYSTEMS, AND INCLUDES MANUFACTURER'S SUPPLY OF ANY SPECIAL CABLES, STANDARD ON SITE TESTING, INITIAL START-UP, PROGRAMMING, BASIC COMMISSIONING, WARRANTIES AND ASSISTANCE TO CONTRACTOR.
- DELETE OR REMOVE (AND TENSES OF "DELETE" OR "REMOVE") - MEANS TO DISCONNECT, MAKE SAFE, REMOVE INCLUDING ANY BACK BOX AND EXPOSED CONDUITS, PATCH AND REPAIR/FINISH SURFACES TO MATCH ADJOINING SIMILAR CONSTRUCTION, INCLUDE FOR ASSOCIATED RE-PROGRAMMING OF SYSTEMS AND/OR CHANGE OF DOCUMENTATION IDENTIFICATIONS TO SUIT DELETIONS, AND LEGALLY DISPOSE OF DELETED PRODUCTS OFF-SITE UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER OR OWNER, HOWEVER THE OWNER RESERVES FIRST RIGHTS TO SALVAGE.
- "BAS" - MEANS BUILDING AUTOMATION SYSTEM; "BMS" - MEANS BUILDING MANAGEMENT SYSTEM, "FMS" - MEANS FACILITY MANAGEMENT SYSTEM; AND "DDC" MEANS DIRECT DIGITAL CONTROLS, REFERENCES TO "BAS", "BMS", "FMS" AND "DDC" GENERALLY MEAN SAME.
- ELECTRICAL DIVISIONS - REFERS TO DIVISIONS 26, 27, 28 AND OTHER DIVISIONS AS SPECIFICALLY NOTED, AND WHICH WORK AS DEFINED IN SPECIFICATIONS AND/OR ON DRAWINGS IS RESPONSIBILITY OF EC, UNLESS OTHERWISE NOTED.
- MECHANICAL DIVISIONS - REFERS TO DIVISIONS 20, 21, 22, 23, 26 AND OTHER DIVISIONS AS SPECIFICALLY NOTED, AND WHICH WORK AS DEFINED IN SPECIFICATIONS AND/OR ON DRAWINGS IS RESPONSIBILITY OF MC, UNLESS OTHERWISE NOTED.
- BOH - BACK OF HOUSE
- FACP - FIRE ALARM CONTROL PANEL;

3.0 SUBMITTALS

01 SUBMIT PRODUCT DATA FOR ALL EQUIPMENT. ACCEPTABLE MATERIALS SHALL BE AS SPECIFIED, CODE APPROVED OR OWNER APPROVED. ALL MATERIAL SHALL BE NEW, UNLESS SPECIFIED OTHERWISE.

02 MATERIALS AND EQUIPMENT LISTED ARE PREFERRED, THE EC MAY, HOWEVER, SUBMIT ALTERNATES TO THE ENGINEER TO BE APPROVED AS EQUALS AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO CLOSING OF TENDER.

03 ALL REQUEST FOR LUMINAIRE EQUALS SHALL BE C/W CUTSHEETS AND PHOTOMETRICS. ONLY ONE REQUEST WILL BE CONSIDERED FROM EACH SUPPLIER. IF REJECTED, FOR ANY REASON, NO SUBSTITUTES FROM THE SAME SUPPLIER WILL BE REVIEWED.

04 SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL BEFORE MANUFACTURING AND INSTALLATION CAN PROCEED.

05 LAMACOID LABEL WORDING SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL BEFORE MANUFACTURING AND INSTALLATION CAN PROCEED.

06 SUBMIT THE FOLLOWING CLOSED-CLOSE SUBMITTALS TO THE ENGINEER UPON COMPLETION OF THE CONTRACT:

- AS-BUILTS.
- ONE (1) 0&M MANUAL, HARDCOPY AND ONE (1) DIGITAL COPY. 0&M MANUALS SHALL CONTAIN COPIES OF ALL FINAL SHOP DRAWINGS, WARRANTY LETTER, AS-BUILTS, AND THE CLOSED ELECTRICAL PERMIT. THE HARDCOPY SHALL BE SUBMITTED IN A D-RING BINDER C/W COVERPAGE, TABLE OF CONTENTS, DVD SLEEVE AND LABELED TABBED DIVIDERS FOR ALL SECTIONS INCLUDING POWER, LIGHTING, DATA, FIRE ALARM, ETC. THE DIGITAL COPY SHALL BE LABELED AND ORGANIZED TO MATCH THE HARDCOPY. THE FILES IN THE DIGITAL COPY SHALL BE ORGANIZED WITHIN SUBFOLDERS SIMILAR TO THE HARDCOPY.
- A COPY OF THE 1 YEAR GUARANTEE LETTER.

07 AFTER WORK IS COMPLETED, FURNISH TO OWNER A WRITTEN GUARANTEE THAT FOR ONE YEAR FROM DATE OF ACCEPTANCE, ANY DEFECTS IN MATERIALS OR WORKMANSHIP WILL BE CORRECTED AT NO COST TO THE OWNER.

4.0 COORDINATION

01 THE EC IS RESPONSIBLE TO DETERMINE THE SCOPE OF THE WORK REQUIRED FOR EACH TRADE. ALL TRADES MUST COORDINATE WORK TO ENSURE THAT THE ENTIRE SCOPE OF THE PROJECT IS COVERED. THERE SHALL BE NO ALLOWANCES GIVEN FOR ITEMS WHICH RESULT AS A FAILURE TO COORDINATE. THE EC WILL REVIEW THE DRAWINGS WITH ALL TRADES PRIOR TO TENDER TO RESOLVE ALL COORDINATION ISSUES.

02 COORDINATE WITH ALL TRADES AND ARRANGE EQUIPMENT IN PROPER RELATION WITH OTHER APPARATUS INCLUDING BUT NOT LIMITED TO ARCHITECTURAL FINISHES, DUCTS, PIPES, AND BUILDING CONSTRUCTION.

03 THE EC IS RESPONSIBLE TO DETERMINE WHICH DIVISION OR SECTION PROVIDES VARIOUS PRODUCTS AND WORK. ADDITIONAL COMPENSATION WILL NOT BE CONSIDERED BECAUSE OF DIFFERENCES IN INTERPRETATION OF TECHNICAL PROVISIONS.

04 COORDINATE AS REQUIRED WITH THE OWNER DURING THE DEMOLITION AND CONSTRUCTION PHASES OF THE WORK. THIS INCLUDES ANY TEMPORARY ELECTRICAL CONNECTIONS, REMOVAL OF EXISTING POWER SERVICES AND INSTALLATION OF NEW SERVICES. THE EC SHALL COMPLETE ALL PRELIMINARY WORK PRIOR TO ANY POWER OUTAGES IN ORDER TO MINIMIZE DOWNTIME.

05 COORDINATE, NOTIFY AND ARRANGE WITH THE OWNER, GC AND ENGINEER ALL STAGING REQUIREMENTS TO MINIMIZE THE DURATION AND NUMBER OF POWER OUTAGES NECESSARY TO COMPLETE THE WORK AT NO ADDITIONAL COST.

06 THE ELECTRICAL DRAWINGS AND SPECIFICATIONS SHALL BE READ IN CONJUNCTION WITH THE DRAWINGS AND SPECIFICATION OF ALL OTHER DISCIPLINES. THE EC SHALL BE RESPONSIBLE FOR THE INCLUSION OF ALL ELECTRICAL WORK ASSOCIATED WITH OTHER DISCIPLINES.

5.0 IDENTIFICATION

01 UNLESS OTHERWISE NOTED ALL ELECTRICAL EQUIPMENT INSTALLED OR CONNECTED SHALL BE IDENTIFIED BY MEANS OF ENGRAVED LAMACOID LABELS C/W MINIMUM 3/8" LETTERING. AS A MINIMUM THE LABEL SHALL INDICATE THE EQUIPMENT TAG AND SOURCE. THIS INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING: SWITCHBOARDS, PANEL BOARDS, DISCONNECT SWITCHES, TRANSFORMERS, STARTERS/FEDS, MECHANICAL EQUIPMENT (INDICATE EQUIPMENT TAG), ETC. WHERE THE OWNERS LABELLING STANDARDS EXCEED THIS SPECIFICATION THE EC SHALL FOLLOW THE OWNERS STANDARDS. THE EC SHALL ALLOW FOR A MINIMUM OF 25-CHARACTERS PER LABEL AND SUBMIT THE PROPOSED LABELS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING.

- NORMAL POWER SYSTEMS: WHITE WITH BLACK LETTERING
- EMERGENCY POWER SYSTEMS: RED WITH WHITE LETTERING
- ALL EXTERIOR IDENTIFICATION SHALL BE UV RESISTANT AND WEATHERPROOF

02 ELECTRICAL EQUIPMENT:

- RECEPTACLES (PNL 'X' - C074) :
 - FLUSH MOUNTED: CLEAR DYMO TAPE LABELS WITH BLACK LETTERING
 - SURFACE MOUNTED IN UTILITY ROOMS: LAMACOID LABELS
- DISTRIBUTION EQUIPMENT - LAMACOID LABELS INDICATING THE EQUIPMENT TAG, VOLTAGE, AND SOURCE. (PNL 'X' / xxxv / FED FROM PNL 'X')
- TRANSFORMERS - LAMACOID LABELS INDICATING THE EQUIPMENT TAG, KVA, PRIMARY / SECONDARY VOLTAGE, SOURCE AND DESTINATION. (TR-'X' / xxxKVA / xxxv-xxxv / FED FROM PNL 'X'; FEEDS PANEL 'Y')
- DISCONNECT SWITCHES - LAMACOID LABELS INDICATING THE EQUIPMENT TAG, VOLTAGE, AND SOURCE. (TAG / xxxv / FED FROM PNL 'X')

03 SWITCHBOARD AND PANELS:

- MOULDED CASE CIRCUIT BREAKERS - LAMACOID LABELS INDICATING THE FULL EQUIPMENT NAME AND TAG (EQUIPMENT NAME / TAG)
- PROVIDE PANEL SCHEDULES FOR ALL DISTRIBUTION PANELS. THE PANEL SCHEDULES SHALL BE TYPED IN UPPER CASE AND MATCH THE NAMING CONVENTION ON THE DRAWINGS. DIRECTORY TO INDICATE CIRCUITS SERVED AS PER FINAL WIRING CONNECTIONS.

04 THE EC SHALL UPDATE ALL ELECTRICAL LABELLING AFFECTED BY THE SCOPE OF WORK AND THE REVISÉ LABELLING SHALL MEET THE REQUIREMENTS OF THIS SPECIFICATION.

6.0 ELECTRICAL WORK IN EXISTING BUILDINGS

- GENERAL
 - NO CORING OR DRILLING IN CONCRETE FLOORS OR WALLS SHALL TAKE PLACE UNLESS THE CONCRETE HAS BEEN SCANNED (OR X-RAYED) FOR ELECTRICAL, MECHANICAL, AND STRUCTURAL ELEMENTS. THE EC SHALL NOTIFY THE OWNER BEFORE DRILLING. THE EC ASSUMES COMPLETE RESPONSIBILITY FOR ANY AND ALL DAMAGES OR WORK STOPPAGES OCCURRING FROM UNFORESEEN PROBLEMS.
 - ALLOW FOR AFTER HOURS WORK AS REQUIRED.
 - DRAWINGS INDICATE MAJOR ITEMS TO BE DELETED OR RELOCATED BUT MAY NOT INDICATE EVERY ITEM. IT IS THE EC RESPONSIBILITY TO DETERMINE WHICH EXISTING EQUIPMENT IS TO BE DELETED OR RELOCATED BY EXAMINING ALL SITE CONDITIONS AND ALL CONSTRUCTION DOCUMENTS PRIOR TO BIDDING.
 - CONDUIT, WIRING, AND EQUIPMENT SERVICING SPACES OUTSIDE OF THE DEMOLITION AREA SHALL BE MAINTAINED. THE EC SHALL RELOCATE AND EXTEND EXISTING CONDUIT AND WIRING AS REQUIRED TO MAINTAIN THE EXISTING SYSTEM AND SUIT THE NEW LAYOUT.
 - DISCONNECT AND REMOVE EXISTING ELECTRICAL EQUIPMENT MADE OBSOLETE DUE TO RENOVATIONS C/W ASSOCIATED WIRING AND CONDUITS BACK TO SOURCE PANEL.
 - ANY DAMAGES CAUSED BY THE EC SHALL BE THE RESPONSIBILITY OF THE EC TO TAKE ALL ACTIONS REQUIRED AND AS MAY BE DEEMED NECESSARY BY THE OWNER TO CORRECT ANY DAMAGE.
 - PATCH AND MAKE GOOD EXISTING WALLS WHICH ARE TO REMAIN WHERE EXISTING ELECTRICAL DEVICES OR CONDUITS HAVE BEEN REMOVED.
 - THE EC SHALL UPDATE ALL PANEL SCHEDULES AFFECTED BY DEMOLITION WORK. REMAINING UNUSED BREAKERS SHALL BE LEFT IN PANELBOARDS AND BE LABELED "SPARE".
- SHUT-DOWNS
 - COORDINATE ALL SHUT-DOWNS OF EXISTING SERVICES OR SYSTEMS WITH THE OWNER AND CARRY OUT THE WORK AT A TIME AND IN A MANNER ACCEPTABLE TO THE OWNER. ALL DISRUPTIONS AND/OR SHUTDOWNS SHALL BE SCHEDULED TO ENSURE THE DURATION OF A SHUT-DOWN IS KEPT TO THE ABSOLUTE MINIMUM. SUBMIT FOR APPROVAL A WRITTEN CONCISE SCHEDULE OF EACH DISRUPTION AT LEAST TWO WEEKS IN ADVANCE OF PERFORMING WORK AND OBTAIN WRITTEN CONSENT PRIOR TO IMPLEMENTING.
 - PROVIDE TEMPORARY ELECTRICAL CONNECTIONS AS REQUIRED TO MAINTAIN SERVICES OR SYSTEMS DURING WORK. SUPPLY AND INSTALL ALL NECESSARY MATERIAL AND EQUIPMENT, AND PROVIDE ALL LABOUR AT NO EXTRA COST.
- MATERIALS
 - PROVIDE NEW WIRING AS REQUIRED TO INTERCONNECT NEW DEVICES TO EXISTING SYSTEMS TO SUIT THE MANUFACTURER REQUIREMENTS AND INSTRUCTIONS. THE INTENT OF THESE SPECIFICATIONS IS NOT TO RE-USE ANY EXISTING WIRING.
 - WHERE AN EXISTING PANELBOARD REQUIRES TO BE RELOCATED, PROVIDE JUNCTION AND/OR PULL BOXES IN ACCESSIBLE CEILING SPACE AS REQUIRED TO PROPERLY EXTEND ALL CONDUCTORS. PROVIDE PERMANENT COMPRESSION CONNECTIONS TO TERMINATE ALL CONDUCTORS C/W CABLE TAGGING AND PERMANENT IDENTIFICATION ON ALL RELATED ELECTRICAL BOXES.
 - MATERIAL QUALITY FOR NEW SYSTEM DEVICES SHALL MATCH OR EXCEED EXISTING.

02 SHUT-DOWNS

- COORDINATE ALL SHUT-DOWNS OF EXISTING SERVICES OR SYSTEMS WITH THE OWNER AND CARRY OUT THE WORK AT A TIME AND IN A MANNER ACCEPTABLE TO THE OWNER. ALL DISRUPTIONS AND/OR SHUTDOWNS SHALL BE SCHEDULED TO ENSURE THE DURATION OF A SHUT-DOWN IS KEPT TO THE ABSOLUTE MINIMUM. SUBMIT FOR APPROVAL A WRITTEN CONCISE SCHEDULE OF EACH DISRUPTION AT LEAST TWO WEEKS IN ADVANCE OF PERFORMING WORK AND OBTAIN WRITTEN CONSENT PRIOR TO IMPLEMENTING.
- PROVIDE TEMPORARY ELECTRICAL CONNECTIONS AS REQUIRED TO MAINTAIN SERVICES OR SYSTEMS DURING WORK. SUPPLY AND INSTALL ALL NECESSARY MATERIAL AND EQUIPMENT, AND PROVIDE ALL LABOUR AT NO EXTRA COST.

03 MATERIALS

- PROVIDE NEW WIRING AS REQUIRED TO INTERCONNECT NEW DEVICES TO EXISTING SYSTEMS TO SUIT THE MANUFACTURER REQUIREMENTS AND INSTRUCTIONS. THE INTENT OF THESE SPECIFICATIONS IS NOT TO RE-USE ANY EXISTING WIRING.
- WHERE AN EXISTING PANELBOARD REQUIRES TO BE RELOCATED, PROVIDE JUNCTION AND/OR PULL BOXES IN ACCESSIBLE CEILING SPACE AS REQUIRED TO PROPERLY EXTEND ALL CONDUCTORS. PROVIDE PERMANENT COMPRESSION CONNECTIONS TO TERMINATE ALL CONDUCTORS C/W CABLE TAGGING AND PERMANENT IDENTIFICATION ON ALL RELATED ELECTRICAL BOXES.
- MATERIAL QUALITY FOR NEW SYSTEM DEVICES SHALL MATCH OR EXCEED EXISTING.

7.0 UTILITY SERVICES

01 CONFIRM EXACT LOCATION OF POWER SERVICE ENTRANCE DIRECTLY WITH THE UTILITY PRIOR TO INSTALLATION.

02 OBTAIN PERMITS FROM LOCAL UTILITY INSPECTION DEPARTMENTS FOR GAS AND ELECTRIC UNDERGROUND SERVICES PRIOR TO UNDERTAKING ANY EXCAVATIONS.

8.0 CONDUIT, WIRE, AND CONNECTIONS

01 PROVIDE ALL CONDUIT, WIRING AND CONNECTIONS FOR A CODE COMPLIANT, COMPLETE AND OPERATIONAL SYSTEM.

02 GENERAL CONDUIT REQUIREMENTS:

- ALL WIRING SHALL BE INSTALLED IN CONDUIT UNLESS OTHERWISE NOTED.
- ALL CONDUIT SHALL BE MIN. 3/4" (21mm)Ø.
- CONDUIT TYPES:
 - INTERIOR CONDUIT: EMT C/W WATER TIGHT FITTINGS
 - EXTERIOR ABOVE GRADE: GALVANIZED RGS
 - BELOW GRADE OR WITHIN CONCRETE: RIGID PVC
- CONDUITS SHALL NOT HAVE MORE THAN ONE VOLTAGE LEVEL OF WIRING RUNNING WITHIN THEM.
- CONDUIT RUNS WITHIN WALLS TO BE VERTICAL; HORIZONTAL RUNS IN WALLS ARE NOT ACCEPTABLE.
- PROVIDE A SEPARATE RACEWAY FOR EACH ELECTRICAL SYSTEM.

03 GENERAL DEVICE BOX REQUIREMENTS:

- PROVIDE OUTLET BOXES FOR CONNECTING TO DEVICES AND EQUIPMENT AS REQUIRED OR AS INDICATED ON DRAWINGS. LOCATIONS OF OUTLETS MAY BE CHANGED UP TO 15'-0" (4572mm) WITHOUT EXTRA CHARGE PROVIDED THAT INSTRUCTIONS FOR CHANGE ARE ISSUED PRIOR TO INSTALLATION OF OUTLET.
- WIRING DEVICES IN FINISHED AREAS SHALL BE RECESSED MOUNTED AND FOR ALL UNFINISHED AREAS MAY BE SURFACE MOUNTED. EXPOSED CONDUITS SHALL NOT BE ACCEPTED UNLESS OTHERWISE NOTED ON THE DRAWINGS. WHERE CONDUITS RUN EXPOSED ON EXISTING SURFACES PAINT TO MATCH WALL FINISH.
- RECESSED WALL BOX: STEEL RECESSED BOX C/W NYLON THROATED FITTINGS.
- INTERIOR SURFACE MOUNT: CAST ALUMINUM FS/FD BOX

- EXTERIOR-CAST ALUMINUM FS/FD BOX

04 GENERAL BUILDING WIRING REQUIREMENTS:

- UNLESS OTHERWISE NOTED ALL WIRING SHALL BE COPPER, 98% CONDUCTIVITY, COLOUR CODED, NEW AND MARKED AS PER CEC REQUIREMENTS.
- UNLESS OTHERWISE NOTED ALL BUILDING WIRING SHALL BE RW90 TYPE RATED MINIMUM 600V. RWU90 SHALL BE USED FOR UNDERGROUND RACEWAY INSTALLATIONS.
- ALL CABLES AND WIRES, ETC., TO BE RATED F1 FOR COMBUSTIBLE BUILDINGS, F14 FOR NON-COMBUSTIBLE BUILDINGS AND F16 FOR PLENUM AND AS REQUIRED BY THE CODE.
- MAXIMUM VOLTAGE DROP SHALL BE AS PER CODE REQUIREMENTS, WHERE REQUIRED THE EC SHALL UPSIZE THE FEEDER WIRING FOR EQUIPMENT AT NO ADDITIONAL COST TO THE OWNER IN ORDER TO MEET MINIMUM VOLTAGE REQUIREMENTS, AS THE FINAL FEEDER ROUTING IS DETERMINED BY THE EC. NO ALLOWANCE WILL BE GIVEN FOR A FAILURE TO ACCOUNT FOR VOLTAGE DROP PRIOR TO BIDDING.

05 BRANCH CIRCUIT WIRING REQUIREMENTS:

- AC90 TYPE CABLE MAY BE USED FOR CONNECTIONS FROM LOCAL ZONE BOX CONDUIT SYSTEMS TO ELECTRICAL DEVICES IN ACCESSIBLE CEILINGS AND STUD PARTITIONS.
- MAXIMUM LENGTH OF AC90 CABLE FOR CONNECTIONS TO LUMINAIRES MOUNTED IN STUD PARTITIONS TO BE 60" (1.5m). CABLE DROPS FOR LUMINAIRES IN ACCESSIBLE CEILINGS TO BE OF SUFFICIENT LENGTH TO ALLOW LUMINAIRE TO BE RELOCATED TO ANY LOCATION WITH A 120" (3m) RADIUS.
- ALL WIRING SHALL BE SIZED AS PER CODE. MINIMUM ALLOWABLE WIRE SIZE IS #12 AWG. CONDUCTORS #8 AND LARGER SHALL BE STRANDED. PROVIDE MINIMUM #10 AWG CU WIRING FOR OUTSIDE LIGHTING. 15A RECEPTACLES CIRCUIT LENGTHS >100' AND 20A RECEPTACLES CIRCUIT LENGTHS >60'.

05 GENERAL INSTALLATION NOTES

- DRAWINGS ARE SCHEMATIC ONLY. CONDUIT RUNS SHOWN INDICATE POINTS TO BE JOINED. RUNS MAY BE ALTERED BY THE EC TO SUIT FIELD CONDITIONS. ELECTRICAL DRAWINGS ONLY GIVE INDICATION OF OTHER TRADES EQUIPMENT.
- ALL CONDUITS AND ARMoured CABLES SHALL BE SECURELY FASTENED WITH APPROVED CLIPS. SCREWS IN PARTITIONS AND CADDY CLIPS IN CEILING. NAILS ARE NOT ACCEPTED.
- ALL CONDUIT, CONDUCTORS, WIRES, ETC. TO BE LABELED IN INDELEIBLE INK AT PANEL AND JUNCTION BOXES INDICATING DEVICE FED, PANEL NAME AND CIRCUIT NUMBER.
- UNLESS OTHERWISE NOTED CONDUITS AND CABLES SERVICING ROOF TOP EQUIPMENT SHALL BE RUN ON THE UNDERSIDE OF THE ROOF AND THE FINAL EQUIPMENT CONNECTIONS ABOVE THE ROOF SHALL NOT EXCEED 7'9" (2m). WHERE REQUIRED ROOF TOP RACEWAYS AND CABLES SHALL BE SUPPORTED BY DURA-BLOCKS (OR C-PORT) SUPPORTS.
- ALL FASTENERS, HANGERS AND SUPPORTS SHALL BE HOT DIPPED GALVANIZED.
- ALL CONDUITS AND CABLES INSTALLED ON THE UNDERSIDE OF A STEEL ROOF DECK SHALL BE SEPARATED FROM THE ROOF DECK UTILIZING 1-5/8" UNISTRUT STANDOFF.

9.0 BONDING AND GROUNDING

01 PROVIDE A COMPLETE BONDING AND GROUNDING SYSTEM AS REQUIRED BY CODE AND SPECIFIED HEREIN.

02 PROVIDE A COMPLETE PERMANENT, CONTINUOUS GROUNDING SYSTEM INCLUDING ELECTRODES, CONDUCTORS AND CONNECTORS.

03 ALL GROUND CONNECTIONS BELOW GRADE SHALL BE COMPRESSION TYPE CONNECTIONS.

04 INSTALL RIGID PVC CONDUIT SLEEVES WHERE GROUND WIRES PASS THROUGH CONCRETE SLABS.

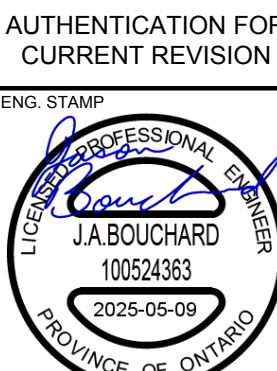
05 PROVIDE UL LISTED BONDING CLAMP AND TERMINATIONS.

06 ALL NON-CURRENT CARRYING METAL PARTS SHALL BE GROUNDED AND/OR BONDED IN ACCORDANCE WITH THE CODE.

07 ALL CONDUIT INSTALLED IN CONCRETE OR DIRECT BURIED SHALL BE C/W BOND CONDUCTOR.

10.0 LUMINAIRES, LAMPS AND DEVICES

01 SUPPLY LUMINAIRES AS DETAILED IN LUMINAIRE SCHEDULE AND INSTALL LUMINAIRES AS INDICATED ON THE PLANS AND SPECIFICATIONS. LUMINAIRES SHALL BE C/W LAMPS, DRIVERS, DIFFUSERS, HANGERS, GASKETS, END CAPS CONNECTORS, CANOPIES AND SUPPORTS FOR A COMPLETE AND OPERATIONAL SYSTEM. FINAL LAYOUT OF LUMINAIRES SHALL BE COORDINATED WITH THE ARCHITECTURAL DRAWINGS. ALL LUMINAIRES TO BE ADEQUATELY ATTACHED DIRECTLY TO THE BUILDING STRUCTURE.

0	25/05/09	ISSUED FOR TENDER	TL	JAB
NO.	YYMMDD	DESCRIPTION	DESIGN BY	DESIGN CHECK
REVISIONS / ISSUE				
CLIENT:  CITY OF KENORA				
PROJECT: MCLEOD PARK PHASE 2				
DWG. DESCRIPTION: ELECTRICAL SPECIFICATIONS				
AUTHENTICATION FOR CURRENT REVISION ENG. STAMP 		DESIGN BY: TL	DATE (YYMMDD): 25/04/01	
		DESIGN CHECK: JAB	DATE: 25/05/09	
		DRAWN BY: DIS	DATE: 25/04/01	
		DWG CHECK: TL	DATE: 25/05/09	
DWG. NO.: 25-0147-001		E05		REV: 0

FOR TENDER ONLY
NOT TO BE USED FOR CONSTRUCTION

GENERAL NOTES:

- THIS STRUCTURE HAS BEEN DESIGNED AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF PART 4 OF THE ONTARIO BUILDING CODE.
- ALL SPECIFICATIONS AND CODES SPECIFIED SHALL BE THE LATEST REVISION AVAILABLE.
- SITE VERIFY ALL DIMENSIONS, ELEVATIONS, DETAILS, QUANTITIES AND CONDITIONS PRIOR TO START OF ANY DEMOLITION, CONSTRUCTION OR PREFABRICATION OF ANY STRUCTURAL COMPONENT.
- EXISTING STRUCTURAL SUPPORTS WHICH INTERFERE WITH NEW WORK SHALL BE RELOCATED UPON APPROVAL BY THE DESIGN ENGINEER.
- THE CONTRACTOR SHALL ENSURE THAT ALL BURIED SERVICES ARE LOCATED AND MARKED PRIOR TO EXCAVATION.
- ALL BUILDING AND STRUCTURE SYSTEMS COMPONENTS SHALL BE THE PRODUCTS OF A SINGLE MANUFACTURER UNLESS SPECIFIED OTHERWISE.
- SHIP, STORE, HANDLE, ERECT, INSTALL, ETC. ALL BUILDING MATERIALS, COMPONENTS, FIXTURES, EQUIPMENT, ETC. AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
- ALL DEMOLITION, FABRICATION, CONSTRUCTION, ETC. SHALL BE CARRIED OUT IN ACCORDANCE WITH ALL PERTINENT BUILDING CODES, AND LOCAL BYLAWS AND ORDINANCES.
- EACH TRADE SHALL BE RESPONSIBLE TO PROVIDE ADEQUATE PROTECTION FOR THE EXISTING FACILITY/PROPERTY TO PREVENT PHYSICAL DAMAGE AND LOSS OF VALUE OR USE OF ANY KIND, AS A RESULT OF DEMOLITION, CONSTRUCTION AND RELATED ACTIVITIES.
- TIME AND DURATION OF ANY NECESSARY DISRUPTION IN THE USE OF ANY ROOM, SPACE, SERVICE, EQUIPMENT, ETC. SHALL BE COORDINATED WITH, AND APPROVED BY THE OWNER AT THE START OF THE PROJECT. PROVIDE OWNER WITH MINIMUM ONE WEEK NOTICE (OR AS REQUIRED) PRIOR TO EACH ACTUAL OCCURRENCE.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE OWNER AND THE DESIGN ENGINEER OF ANY PREVIOUSLY UNNOTICED PRE-EXISTING FLAW OR CONDITION THAT MIGHT INCREASE THE SCOPE OF WORK OR COMPROMISE NEW CONSTRUCTION, PRIOR TO THE START OF DEMOLITION AND CONSTRUCTION, OR AS SOON AS IT IS DISCOVERED.
- DRAWINGS SHALL BE READ IN CONJUNCTION WITH THE PROJECT TECHNICAL SPECIFICATIONS.

EXCAVATION & BACKFILL:

- REMOVE ALL FILL MATERIALS. DELETERIOUS SOILS AND ORGANICS IN AREAS REQUIRING GRANULAR BASE MATERIALS. COMPACT SUBGRADE TO 98% STANDARD PROCTOR DENSITY. SUB-EXCAVATE AND REPAIR ALL AREA EXHIBITING UNSUITABLE DEFLECTIONS.
- GRANULAR BASE TO BE PLACED ON GRADE SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY IN MAXIMUM 150mm LIFTS.
- DO NOT COMPACT FROZEN BACKFILL OR PLACE ON FROZEN SUBGRADE.
- SUB-GRADE, SUB-BASE AND BASE COURSE MATERIALS AND CONSTRUCTION METHODS SHALL BE AS PER SPECIFICATION UNLESS NOTED.
- SUBGRADE AND BASE COURSE INSTALLATION SHALL BE INSPECTED AND APPROVED BY OWNER'S GEOTECHNICAL ENGINEER, REGISTERED IN THE PROVINCE OF ONTARIO, AT CONSTRUCTION PHASES AS DETERMINED BY THE GEOTECHNICAL ENGINEER, BEFORE WORK IS TO COMMENCE.

FOUNDATIONS (CONCRETE FOOTINGS):

- FOUNDATIONS SHALL BE CAST-IN-PLACE CONCRETE FOOTINGS AS SHOWN ON DRAWINGS.
- CONCRETE FOOTINGS HAVE BEEN DESIGNED FOR AN AVERAGE FACTORED BEARING VALUE OF 72 kPa.
- INSTALLATION OF ALL CONCRETE FOOTINGS SHALL BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER REGISTERED IN THE PROVINCE OF ONTARIO, PRIOR TO PLACEMENT OF CONCRETE.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND SERVICES IN EXCAVATION AREA WHETHER SHOWN OR NOT. EXPOSE ALL SERVICES CLOSE TO EXCAVATION AS REQUIRED.
- FOOTINGS SHALL NOT BE MORE THAN 50mm OUT OF POSITION Laterally, AND NOT MORE THAN 2% OUT OF LEVEL.
- REINFORCE ALL FOOTINGS AS DETAILED ON THE DRAWINGS.
- REFER TO CONCRETE NOTES FOR CONCRETE REQUIREMENTS.
- FOOTINGS SHALL NOT BE INSTALLED ON FROZEN GROUND OF ANY KIND. BEARING MATERIAL SHALL NOT BE ALLOWED TO FREEZE DURING INSTALLATION OF FOOTINGS.

FOUNDATIONS (C.I.P. CONCRETE PILES):

- THIS DRAWING SHALL BE READ IN CONJUNCTION WITH THE CONTRACT DOCUMENTS.
- FOUNDATIONS SHALL BE CAST-IN-PLACE CONCRETE END BEARING PILES WHERE NOTED AND AS SHOWN ON DRAWINGS.
- CONCRETE PILES HAVE BEEN DESIGNED FOR AN AVERAGE END-BEARING FACTORED PRESSURE VALUE OF 1800 kPa.
- INSTALLATION OF ALL CONCRETE PILES SHALL BE INSPECTED AND APPROVED BY THE GEOTECHNICAL ENGINEER REGISTERED IN THE PROVINCE OF ONTARIO, PRIOR TO PLACEMENT OF CONCRETE.
- THE PILING CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND SERVICES IN PILING AREA WHETHER SHOWN OR NOT. EXPOSE ALL SERVICES CLOSE TO PILING AS REQUIRED.
- PILES SHALL NOT BE MORE THAN 50mm OUT OF POSITION Laterally AT THE TOP AND NOT MORE THAN 2% OUT OF PLUMB.
- REINFORCE ALL PILES AS DETAILED ON THE DRAWINGS. REFER TO CONCRETE NOTES FOR CONCRETE REQUIREMENTS. INSTALL EACH PILE AS A CONTINUOUS POUR.
- VIBRATE TOP 4.5m OF CONCRETE IN ALL PILES.
- SLEEVING WHERE REQUIRED SHALL BE INCLUDED IN THE PILING CONTRACT.
- PROVIDE CARDBOARD SONOTUBE FOR PILES PROJECTING ABOVE GRADE. FILL OUTSIDE ANNULAR SPACE WITH SAND.

CONCRETE MIX DESIGNS:

CONCRETE MIX DESIGN SHALL BE PROPORTIONED TO MEET THE FOLLOWING PERFORMANCE REQUIREMENTS:

C.I.P. PILES, PILE CAPS:

EXPOSURE CLASS	S-2
MIN. 28 DAY COMP. STRENGTH	30 MPa
MIN. 56 DAY COMP. STRENGTH	32 MPa
ENTRAINED AIR CONTENT CAT.	1
CURING TYPE 2 (ADDITIONAL CURING)	

EXTERIOR SLABS (NON-STRUCTURAL), STAIRS, BENCHES, FOOTING & CURBS:

EXPOSURE CLASS	C-2
MIN. 28 DAY COMP. STRENGTH	32 MPa
ENTRAINED AIR CONTENT CAT.	1
CURING TYPE 2 (ADDITIONAL CURING)	

REINFORCING STEEL:

- REINFORCING STEEL TO BE NEW DEFORMED BILLET STEEL BARS CONFORMING TO CSA G30.18-09 (R2019). GRADE TO BE 400 MPa.
- REINFORCING STEEL SHALL BE CLEAN, FREE OF RUST, DIRT, LOOSE SCALE, OIL, GREASE OR ANY OTHER MATERIAL WHICH WOULD REDUCE BOND WITH THE CONCRETE.
- SUBMIT SHOP DRAWINGS WHICH CLEARLY INDICATE BAR SIZES, SPACINGS, LOCATIONS & QUANTITIES OF REINFORCING STEEL, BENDING & CUTTING SCHEDULES, SUPPORTING & SPACING DEVICES, ETC. FOR REVIEW PRIOR TO FABRICATION. DETAIL, FABRICATE AND PLACE REINFORCING IN ACCORDANCE WITH CSA A23.1-19, CSA A23.3-19 AND ACI SP-66 (2004) UNLESS NOTED. LAP STEEL 36 BAR DIAMETERS (MINIMUM) UNLESS NOTED.
- LAP BEAM AND STRUCTURAL SLAB TOP REINFORCING AT CENTER SPAN, AND BOTTOM STEEL AT SUPPORTS.
- BEND ALL HORIZONTAL REINFORCING 305mm AROUND CORNERS OR PROVIDE ADDITIONAL 610mm X 610mm ANGLE BARS.
- PROVIDE AT EACH FACE, 2-15M EXTRA BARS ALONG ALL SIDES, AND 2-15M DIAGONAL BARS AT ALL CORNERS OF OPENINGS UNLESS NOTED. PROJECT ALL BARS 610mm PAST CORNERS.
- TIE, SUPPORT AND SPACE ALL REINFORCING STEEL WITH PROPER APPROVED DEVICES DESIGNED FOR USE IN REINFORCED CONCRETE, TO PREVENT DISPLACEMENT OF REINFORCING AND ENSURE SPECIFIED CONCRETE COVER.
- PROVIDE MINIMUM CONCRETE COVER FOR REINFORCING STEEL AS FOLLOWS:

C.I.P. PILES	75mm
PILE CAPS	75mm
FOOTINGS AND PIERS	75mm
CURBS (EXTERIOR)	50mm
GRADE BEAMS (SIDES)	38mm
GRADE BEAMS (BOTTOM)	64mm
SLAB-ON-GRADE (TOP)	50mm
SLAB-ON-GRADE (BOTTOM)	75mm
- DOWELS TO BEDROCK SHALL BE FASTENED W/ HILTI HIT-HY 100 ADHESIVE, FOLLOWING THE MANUF. INSTALLATION INSTRUCTIONS.

CONCRETE:

- CONCRETE MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH CSA A23.1-19. SEE BELOW FOR MIX REQUIREMENTS.
- ADMIXTURES SHALL NOT BE USED UNLESS SPECIFIED HEREIN OR APPROVED BY THE DESIGN ENGINEER. CALCIUM CHLORIDE SHALL NOT BE USED.
- MIX WATER SHALL BE POTABLE.
- DESIGN, FABRICATE AND ERECT FORMWORK/SHORING IN ACCORDANCE WITH CAN/CSA-S269.1-16. ALLOW SUFFICIENT CONCRETE CURING TIME PRIOR TO REMOVAL.
- CONCRETE FINISHING SHALL MEET THE REQUIREMENTS OF CSA A23.1-19.
- FORM RELEASE AGENT SHALL BE BIODEGRADABLE, NON-STAINING AND NON-VOLATILE.
- PROVIDE ADEQUATE COLD/HOT WEATHER PROTECTION AS REQUIRED DURING CURING PERIOD.
- PLACE AND SECURE ALL EMBEDDED ANCHORS, WELD PLATES, SLEEVES, BUCKS, DOWELS, INSERTS, WATERSTOPS, ETC., PRIOR TO PLACING CONCRETE. CO-ORDINATE WITH ALL TRADES FOR EMBEDDING OF ALL OTHER, CONDUIT, SERVICES, BLOCKING, ETC.
- LOCATE AND FABRICATE ALL CONSTRUCTION JOINTS, CONTROL JOINTS AND EXPANSION JOINTS AS DETAILED ON THE DRAWINGS. JOINTS NOT SHOWN SHALL BE APPROVED BY THE DESIGN ENGINEER PRIOR TO THE PLACEMENT OF CONCRETE.
- ALL EXPOSED CORNERS TO HAVE 25mm CHAMFER UNLESS NOTED.
- SAWCUTS TO BE 3mm WIDE X 25mm DEEP AT A SPACING AS NOTED ON DRAWINGS, WITHIN 24 HOURS OF POUR. SAW CUTS TO BE FILLED WITH SIKAFLEX SELF-LEVELLING (POLYURETHANE, HIGH PERFORMANCE, NON-LOADBEARING), OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
- CAST-IN-PLACE ANCHOR RODS SHALL MEET REQUIREMENTS OF ASTM 1554-36 ksi UNLESS NOTED OTHERWISE ON DRAWINGS.
- EXPANSION ANCHORS SHALL BE HILTI KWIK-BOLTS OR APPROVED EQUAL, UNLESS NOTED. INSTALL AS PER MANUFACTURER'S INSTRUCTIONS.
- ADHESIVE ANCHORS SHALL BE HAS RODS W/ HILTI HIT-HY 200 ADHESIVE OR APPROVED EQUAL, UNLESS NOTED. INSTALL AS PER MANUFACTURER'S INSTRUCTIONS.
- GROUT REINFORCING DOWELS WITH EPOXY GROUT HILTI HIT-HY 200 UNLESS NOTED, OR APPROVED EQUAL. GROUT BASE PLATES WITH NON-SHRINK GROUT SIKAM-BED STANDARD, OR APPROVED EQUAL. PLACE AND CURE ALL GROUT WITHIN TEMPERATURE RANGE RECOMMENDED BY MANUFACTURER.
- BONDING AGENTS SHALL BE USED TO ADHERE NEW CONCRETE TO EXISTING CONCRETE OR STEEL. ACCEPTABLE PRODUCT: SIKADUR 32 HI-MOD (EPOXY) OR APPROVED EQUAL.

CONCRETE CONT'D

- THE CONCRETE SUPPLIER SHALL BE CERTIFIED TO MEET THE REQUIREMENTS OF CSA A23.1-19.
- THE CONCRETE SUPPLIER SHALL SUBMIT ENGINEERED SEALED CONCRETE MIX DATA SUBMISSION FORMS FOR EACH TYPE OF CONCRETE SPECIFIED FOR REVIEW PRIOR TO BATCHING ANY CONCRETE.
- CONCRETE STRENGTH TESTS SHALL BE ARRANGED BY THE CONTRACTOR. PROVIDE ONE SET OF TEST CYLINDERS IN ACCORDANCE WITH CSA A23.1-19 FOR EVERY 50 CUBIC METERS OF CONCRETE PLACED AND A MINIMUM OF ONE SET PER STRUCTURAL COMPONENT.

STRUCTURAL AND MISCELLANEOUS STEEL:

- STRUCTURAL AND MISCELLANEOUS STEEL FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH CAN/CSA S16 (2019).
- STRUCTURAL STEEL SHALL MEET THE REQUIREMENTS OF CAN/CSA G40.20/G40.21 (R2023).

ROLLED SHAPES & PLATES	CSA G40.21-300W
HSS SECTIONS	CSA G40.21-350W
	CLASS C
STANDARD PIPE	ASTM A53-12
COLD FORMED STEEL	CSA S136-12
ANCHOR RODS (GALV.)	ASTM 1554-GR. 36 ksi
BOLTS, NUTS, & WASHERS	ASTM A325-14
WELDING ELECTRODES	CSA W48-14
- WELDING SHALL BE IN ACCORDANCE WITH CSA W59-18 (R2023), BY WELDERS CERTIFIED AND QUALIFIED IN ACCORDANCE WITH CSA W47.1-19. ALL WELDS TO BE 6mm UNLESS NOTED OTHERWISE.
- FIELD CONNECTIONS SHALL BE BOLTED 19mm DIAMETER A325 BEARING TYPE UNLESS NOTED OTHERWISE. BOLTS SHALL BE TIGHTENED IN ACCORDANCE WITH CSA S16 (2019).
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION.
- STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE FINISHED AS INDICATED BELOW, UNLESS OTHERWISE NOTED, OR APPROVED EQUAL:.

EXTERIOR STEEL	
- SURFACE PREP. TO SP6 (COMMERCIAL BLAST)	
- ONE PRIME COAT INTERZINC 52 ZINC-RICH EPOXY (2.5 MIL DFT.)	
- ONE FINISH COAT INTERGARD 345 HIGH BUILD EPOXY (6.0 MIL DFT.)	
GALVANIZED STEEL	
- SURFACE PREP. TO SP8 (PICKLING)	
- HOT DIPPED GALVANIZED TO ASTM A123-[13]	
GALVANIZED STEEL - HANDRAIL (CONT'D FROM ABOVE)	
- PREPARE GALVANIZED SURFACE USING DE-GREASER (PPG DURAPREP PREP 88 OR EQUAL).	
- NOTE: DO NOT LET DE-GREASER DRY ON STEEL SURFACE. PRESSURE WASH OFF ALL TRACES OF DE-GREASER FROM STEEL. ALLOW STEEL TO DRY PRIOR TO PRIMING.	
- 1 COAT EPOXY (AMERLOCK 6020 - 3-5 MILS.)	
- 1 COAT URETHANE (DURETHANE - 3-5 MILS.)	

- COLOUR OF STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE AS FOLLOWS:

- STRUCTURAL STEEL - BLACK, REFER TO ARCH.
- GUARDS & HANDRAILS - BLACK, REFER TO ARCH.
- FIELD TOUCH-UP WITH ZINC-RICH COATING: GALVANIZING SOLDER TO MATCH GALVANIZED STEEL. ACCEPTABLE PRODUCT: ZINGA, GAL-VIZ, OR APPROVED EQUAL.
- FIELD TOUCH-UP PAINT TO CONNECTIONS, WELDS, BURNED OR DAMAGED SURFACES, AND UNFINISHED SURFACES AT COMPLETION OF ERECTION AND SHALL MATCH THICKNESS AS SPECIFIED.
- PAINTED SURFACES OF EXISTING STEEL SHALL BE GROUND SMOOTH TO BARE METAL PRIOR TO FIELD WELDING.
- HEAT STRAIGHTENING PROCEDURE SHALL BE APPROVED BY A WELDING ENGINEER AND BE SUBMITTED FOR REVIEW BY EOR PRIOR TO REPAIR OF BENT MEMBERS.

WOOD FRAMING:

- EXISTING PRESSURE TREATED LUMBER FROM EXISTING STRUCTURE IS TO BE RESALVAGED AND REUSED WHERE POSSIBLE AND AS MUCH AS POSSIBLE. IF THE STRUCTURAL INTEGRITY OF A SALVAGED SECTION OF LUMBER IS NOT ADEQUATE, USE NEW.
- FRAMING LUMBER SHALL BE GRADED IN ACCORDANCE WITH NATIONAL LUMBER GRADES AUTHORITY "STANDARD GRADING RULES FOR CANADIAN LUMBER-2014".
- MINIMUM GRADES TO BE AS FOLLOWS:

COMPONENT	GRADE
BUILT-UP BEAMS	D. FIR NO.2
FLOOR JOISTS	D. FIR NO.2
PERGOLA/RAFTERS	D. FIR NO.2
LINTELS	D. FIR NO.2
RAMP DECKING	D. FIR NO.2
- LUMBER MOISTURE CONTENT NOT TO EXCEED 19%.

WOOD FRAMING CONT'D:

- SHEATHING TO BE EXTERIOR GRADE AS SCHEDULED UNLESS NOTED.

LOCATION	THICKNESS/GRADE	INSTALLATION
FLOORS	19mm O.S.B.	GLUE & SCREW
WALLS	13mm O.S.B.	NAIL
ROOF	13mm O.S.B.	NAIL
- MINIMUM FRAMING REQUIREMENTS TO BE IN ACCORDANCE WITH PART 9 "WOOD FRAME CONSTRUCTION" SECTION OF THE ONTARIO BUILDING CODE.
- CUT LUMBER NEAT AND SQUARE PROVIDING FULL SURFACE CONTACT WITH ADJOINING MEMBERS.
- PROVIDE METAL HANGERS AT ALL FLUSH CONNECTIONS AND AS DETAILED.
- CARPENTRY CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLY AND ERECTION OF TEMPORARY GUYING AND BRACING TO ENSURE STABILITY OF THE BOAT AND STRUCTURE AS A WHOLE. THESE SHALL REMAIN IN PLACE UNTIL ALL SHEATHING AND PERMANENT BRACING IS INSTALLED.
- PROVIDE MINIMUM 48 HOURS NOTICE FOR FRAMING INSPECTION PRIOR TO CLOSING IN.
- PROVIDE JOIST TAPE ON TOP EDGE OF ALL JOIST & BEAMS.

WOOD PLANK DECKING:

- WOOD PLANK DECKING TO BE SELECT GRADE D. FIR-L, 64mm NOMINAL THICKNESS. PRESSURE TREATED OR TREATED OTHERWISE FOR EXTERIOR USE, SUBJECT TO DESIGN ENGINEER APPROVAL.
- ALL SCREW PILES SHALL BE CMC CERTIFIED, WITH EVIDENCE OF CERTIFICATION AVAILABLE UPON REQUEST. CONTRACTOR TO PROVIDE CANADIAN-GENERATED MILL CERTIFICATES FOR ALL HELICAL PILES.
 - THE SPECIFIC LOCATION OF THE PROJECT.
 - THE SOIL PROPERTIES USED IN THE DESIGN OF THE PILE CAPACITIES.
 - THE DESIGN METHOD BY WHICH THE PILE CAPACITIES WERE DETERMINED.
 - LIMIT STATES RESISTANCE CAPACITIES FOR THE PILES FOR SERVICEABILITY LIMIT STATES (SLS) AND ULTIMATE LIMIT STATES (ULS) FOR COMPRESSION, UPLIFT AND LATERAL MODES.
 - CRITERIA BY WHICH PROPER INSTALLATION SHALL BE DETERMINED.
 - SEAL OF ENGINEER LICENSED TO PRACTICE IN THE PROVINCE OF ONTARIO.
 - CORROSION PROTECTION REQUIREMENTS (SACRIFICIAL LAYER, SACRIFICIAL ANODE, GALVANIZING, ETC.) TO ENSURE THE PILES ACHIEVE A DESIGN LIFE OF 75 YEARS, OR AS DIRECTED BY THE OWNER.
- PRIOR TO INSTALLATION, THE CONTRACTOR SHALL SUBMIT A DESIGN REPORT FROM THE SCREW PILE MANUFACTURER STATING THE FOLLOWING INFORMATION:
 - THE LOCATION OF THE PROJECT.
 - THE SOIL PROPERTIES USED IN THE DESIGN OF THE PILE CAPACITIES.
 - THE DESIGN METHOD BY WHICH THE PILE CAPACITIES WERE DETERMINED.
 - LIMIT STATES RESISTANCE CAPACITIES FOR THE PILES FOR SERVICEABILITY LIMIT STATES (SLS) AND ULTIMATE LIMIT STATES (ULS) FOR COMPRESSION, UPLIFT AND LATERAL MODES.
 - CRITERIA BY WHICH PROPER INSTALLATION SHALL BE DETERMINED.
 - SEAL OF ENGINEER LICENSED TO PRACTICE IN THE PROVINCE OF ONTARIO.
 - CORROSION PROTECTION REQUIREMENTS (SACRIFICIAL LAYER, SACRIFICIAL ANODE, GALVANIZING, ETC.) TO ENSURE THE PILES ACHIEVE A DESIGN LIFE OF 75 YEARS, OR AS DIRECTED BY THE OWNER.
- PRIOR TO INSTALLATION, THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SEALED BY AN ENGINEER LICENSED TO PRACTICE IN THE PROVINCE OF ONTARIO THAT INDICATE THE FOLLOWING:
 - THE LOCATION OF THE PROJECT.
 - GENERAL ARRANGEMENT OF PILES.
 - DIMENSIONAL DEFINITION OF THE SCREW PILES.
 - MATERIAL AND FINISHES OF THE SCREW PILES.
 - THE SLS AND ULS LOAD RESISTANCES FOR COMPRESSION, UPLIFT AND LATERAL MODES.
 - CORROSION PROTECTION REQUIREMENTS (SACRIFICIAL LAYER, SACRIFICIAL ANODE, GALVANIZING, ETC) TO ENSURE THE PILES ACHIEVE A DESIGN LIFE OF 75 YEARS, OR AS DIRECTED BY THE OWNER.
 - CONNECTION DETAILS.
 - DIAMETER AND THICKNESS OF PIPE AND HELIX.
 - PILE DEPTH.
 - NUMBER AND SPACING OF HELICES.
 - CAP BRACKET DETAILS.
- POST INSTALLATION, THE CONTRACTOR SHALL SUBMIT A CONFIRMATION REPORT, SEALED BY AN ENGINEER LICENSED TO PRACTICE IN THE PROVINCE OF ONTARIO, CONFIRMING THE PILE INSTALLATION UPON COMPLETION, SPECIFICALLY NOTING THAT THE ASSUMED DESIGN SOIL CONDITIONS WERE MET AND THE PROPER INSTALLATION CRITERIA AND FACTORED MAX PILE LOADS NOTED IN THE DRAWING WERE ATTAINED. REPORT TO ALSO INCLUDE:

- PILE TYPE.
- PILE INSTALLATION DEPTH.
- PILE INSTALLATION TORQUE.
- LOAD CAPACITY ACHIEVED.
- INSTALLATION LOGS.
- LAYOUT PLANS (IF DEVIATIONS ON SITE OCCURRED).
- FINAL PILE SHOP DRAWINGS (IF DEVIATIONS ON SITE OCCURRED).

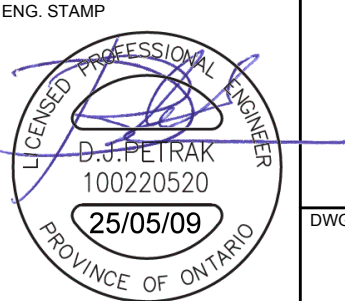
HELICAL PILES CONT'D:

- ALL ELEVATIONS SHOWN ARE LOCAL AND SHALL BE CONFIRMED BY THE CONTRACTOR.
- ALL PILES SHALL BE SLEEVED AND INSTALLED TO BEDROCK AND TO A TORQUE VALUE NECESSARY TO ACHIEVE REQUIRED CAPACITY.
- THE CONTRACTOR SHALL SUPPLY THE OWNER WITH THE INSTALLATION TORQUE OF EACH PILE. THE TORQUE VALUE SHALL BE AVERAGED OVER 600mm INTERVALS DURING INSTALLATION OF EACH PILE WITHIN 1800mm OF THE FINAL PILE INSTALLATION DEPTH.
- THE CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY OF ANY PILE NOT IN CONFORMANCE WITH THE DRAWINGS AND THESE SPECIFICATIONS.
- ALL PIPE SPLICES SHALL BE FULL STRENGTH COMPLETE PENETRATION GROOVE WELDS OR THE COMBINATION OF A COLLAR AND CONTINUOUS FILLET WELD ON EACH END OF THE COLLAR TO ENSURE CONTINUITY OF PIPE.
- WELDING PROCEDURE AND WELDER QUALIFICATION SHALL CONFORM TO CSA W59 AND CSA W47.1. WELDING ELECTRODES SHALL BE E48018 CLASSIFICATION CONFORMING TO CSA W48.1.

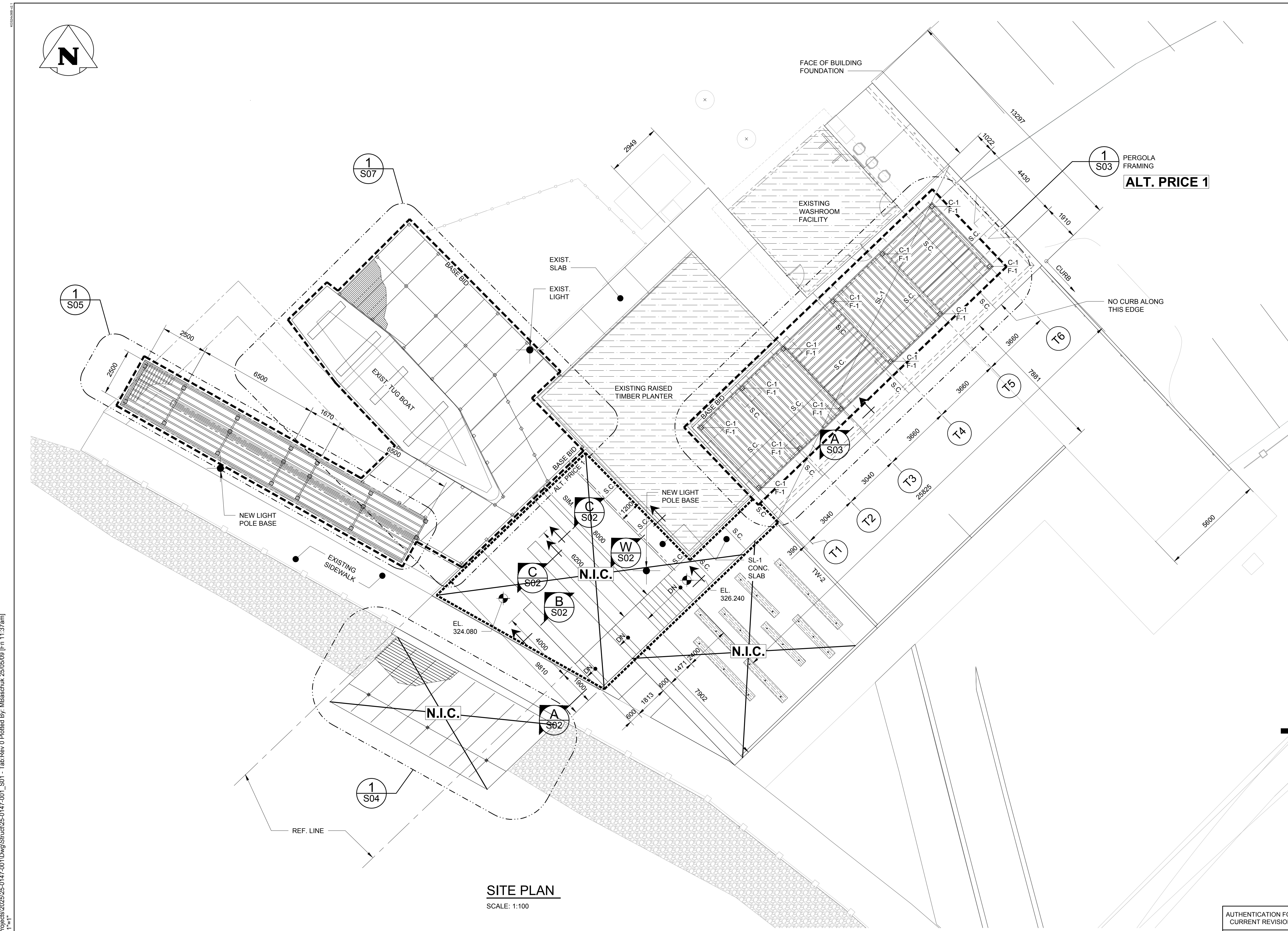
GUARDRAILS AND HANDRAILS:

- HANDRAILS AND RAILINGS AND THEIR CONNECTIONS TO BE DESIGNED BY AN ENGINEER LICENSED IN THE PROVINCE OF ONTARIO.
- CONTRACTOR TO SUBMIT HANDRAIL SHOP DRAWINGS FOR REVIEW BY EOR, SEALED BY AN ENGINEER LICENSED TO PRACTICE IN THE PROVINCE OF ONTARIO.

FOR TENDER ONLY
NOT TO BE USED FOR CONSTRUCTION

0	25/05/09	ISSUED FOR TENDER	BS	DJP
NO.	YYMMDD	DESCRIPTION	DESIGN BY	DESIGN CHECK
REVISIONS / ISSUE				
CLIENT:  CITY OF KENORA				
PROJECT: MCLEOD PARK PHASE 2				
DWG. DESCRIPTION: STRUCTURAL NOTES				
AUTHENTICATION FOR CURRENT REVISION		DESIGN BY:	DATE (YYMMDD):	
ENG. STAMP 		DJP	25/03/31	
		DESIGN CHECK:	DATE:	
		BS	25/05/09	
		DRAWN BY:	DATE:	
		FBV	25/03/31	
		DWG CHECK:	DATE:	
		DJP	25/05/09	
DWG. NO:		25-0147-001		REV:
		S00		0

Filename: \\kgs-filer\data\Projects\2025\25-0147-001\Drawg\Struct\25-0147-001_S01 - Tab-Rev 0 Plotted By: MBaschuk 25/05/09 [Pn 1:13am]
24"x36" PLOT SCALE: 1"=1'



LEGEND:

● LIGHT POLE BASE SEE DETAIL 3/S06,
SEE L. ARCH & ELECT. FOR LOCATION.

NOTES:

- SEE SECTION A/S03 FOR FOOTING F-1 DETAILS.

CONCRETE SLAB SCHEDULE:

SL-1 - 125 THICK CONCRETE SLAB R/W 10M 300 O/C
B.W., MID. ON MIN. 150 GRANULAR A BASE
COMPACTED TO 98% SPD, ON GRANULAR B
TYPE II SUB-BASE COMPACTED TO 95% SPD,
IF REQUIRED DUE TO OVER EXCAVATION OR
ADDITIONAL DELETERIOUS MATERIAL FOUND.

ALT. PRICE 1

0	25/05/09	ISSUED FOR TENDER	BS	DP
NO.	YYMMDD	DESCRIPTION	DESIGN BY	DESIGN CHECK
REVISIONS / ISSUE				
CLIENT:				
 CITY OF KENORA				
PROJECT:				
MCLEOD PARK PHASE 2				
DWG. DESCRIPTION:				
STRUCTURAL SITE PLAN				
DESIGN BY:		DATE (YYMMDD):		
DJP		25/03/31		
DESIGN CHECK:		DATE:		
BS		25/05/09		
DRAWN BY:		DATE:		
FBV		25/03/31		
DWG CHECK:		DATE:		
DP		25/05/09		
DWG. NO.		REV:		
25-0147-001		S01		0

AUTHENTICATION FOR
CURRENT REVISION

ENG. STAMP

DESIGNED BY: DJP
CHECKED BY: BS
DATE: 25/05/09

PROVINCE OF ONTARIO

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**THIS DRAWING:
ALTERNATIVE
PRICE 1**

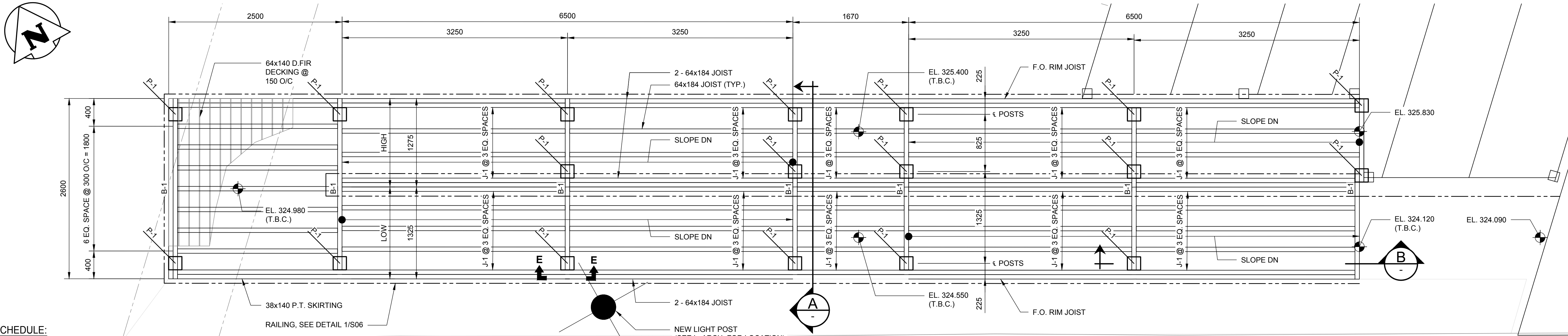


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REVISIONS / ISSUE					
CLIENT:  CITY OF KENORA					
PROJECT: MCLEOD PARK PHASE 2					
DWG. DESCRIPTION: STRUCTURAL PERGOLA FRAMING PLAN, SECTIONS AND DETAILS					
OR N (0.5)	DESIGN BY: DJP		DATE (YYMMDD): 25/03/31		
	DESIGN CHECK: <i>05</i>		DATE: 25/05/09		
	DRAWN BY: FBV		DATE: 25/03/31		
	DWG CHECK: <i>DJP</i>		DATE: 25/05/09		
					
DWG. NO. 25-0147-001				REV: 0	

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 CURRENT REVISION
 ENG. STAMP


Filename: U:\FMS\25-0147-001\25-0147-001_S05 - Tab Rev 0 Plotted By: F\Valencia 25/05/09 (Fri 3:02pm)
24"x36" PLOT SCALE: 1"=1'



SCHEDULE:

- J-1: 64x184 SPF P.T. #1/2
B-1: 140x191 SPF GRD 1, P.T.
P-1: 191x191 SPF POST, P.T., GRD 1

1 RAMP FRAMING PLAN
SCALE: 1:30

NOTE:

ALL EXISTING WOOD OTHER THAN DECKING IS TO BE SALVAGED AND REUSED FOR CONSTRUCTION AS PRACTICAL.

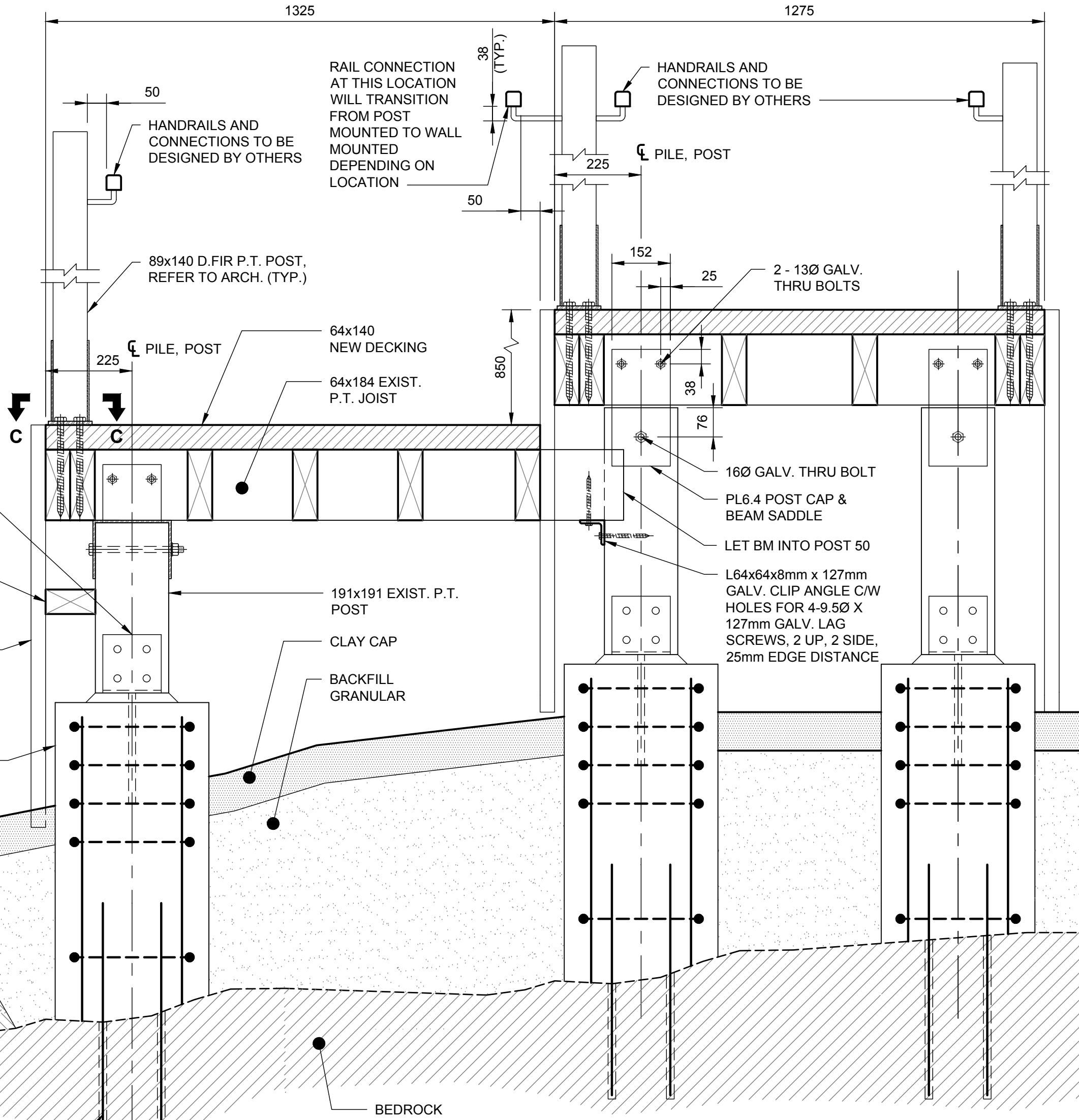
PROVIDE STANDARD GALV. POST BASE W/ MIN. 15M CAST-IN DOWEL. SUBMIT FOR APPROVAL

NEW 63x138 GIRT RIPPED TO SUIT

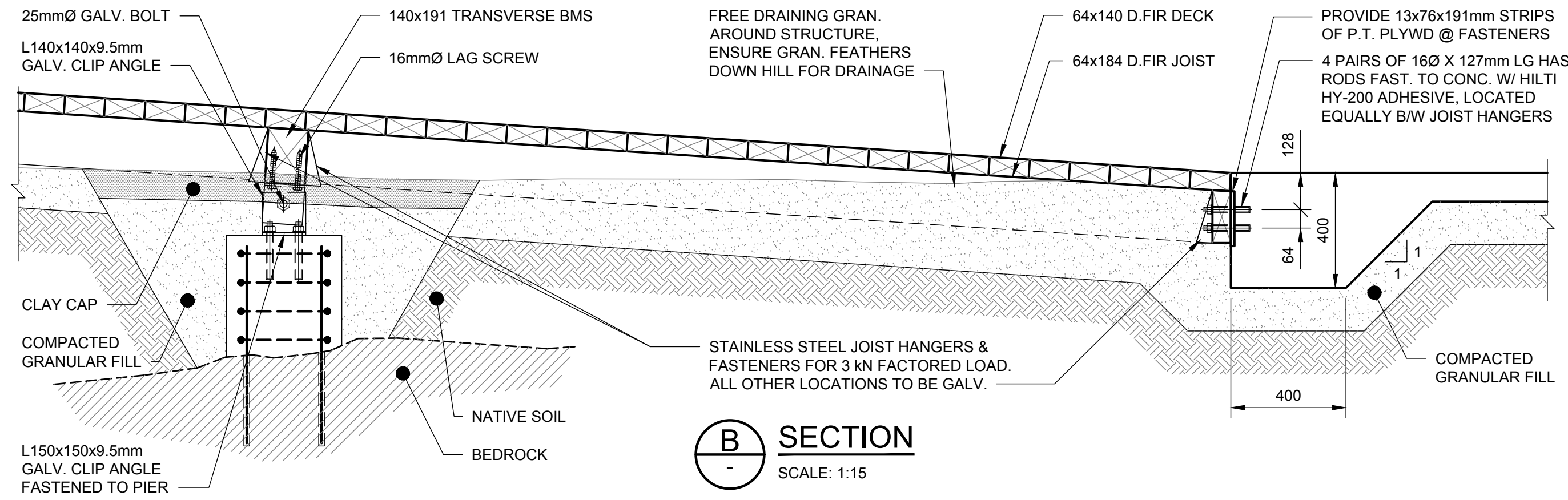
38x140 P.T. WOOD SKIRTING. NOTCHED AROUND PILES

400mmØ C.I.P. CONCRETE PIER ANCHORED TO BEDROCK R/W 5-10M VERT. W/ 10M RINGS @ 200 O/C W/ TOP 3 @ 100 O/C

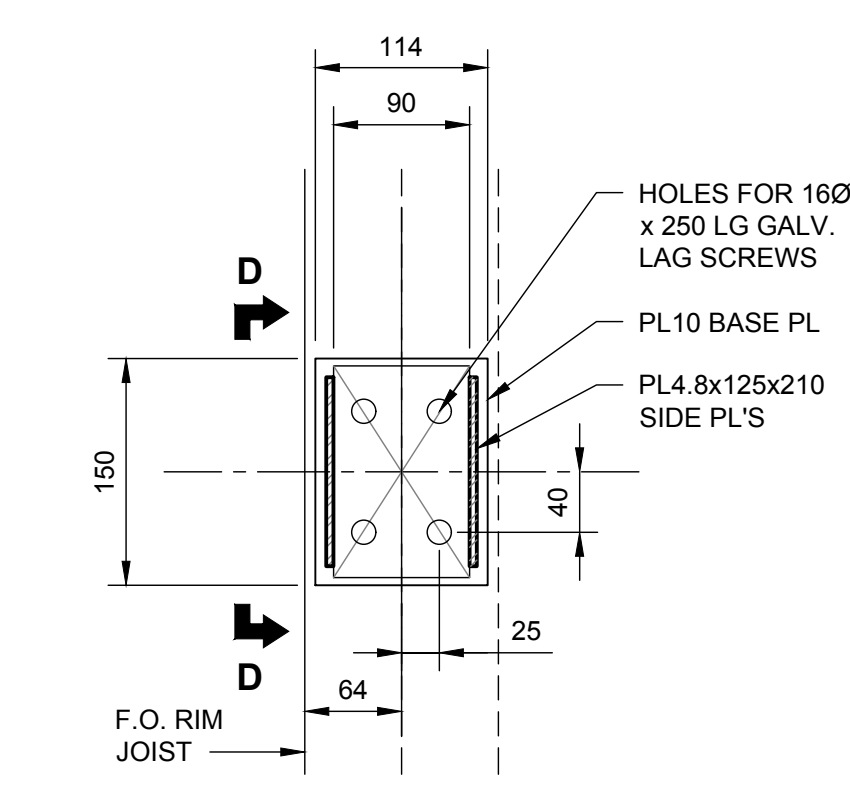
TYPICAL: PROVIDE 2-25M EPOXY COATED DOWELS EMBED 460mm TO SOUND BEDROCK. ALLOW FOR MIN. 600mm PROJECT ONTO CONC. PIER. FAST. W/ HILTI HIT-RE 500 V3 ADHESIVE OR APPROVED ALT.



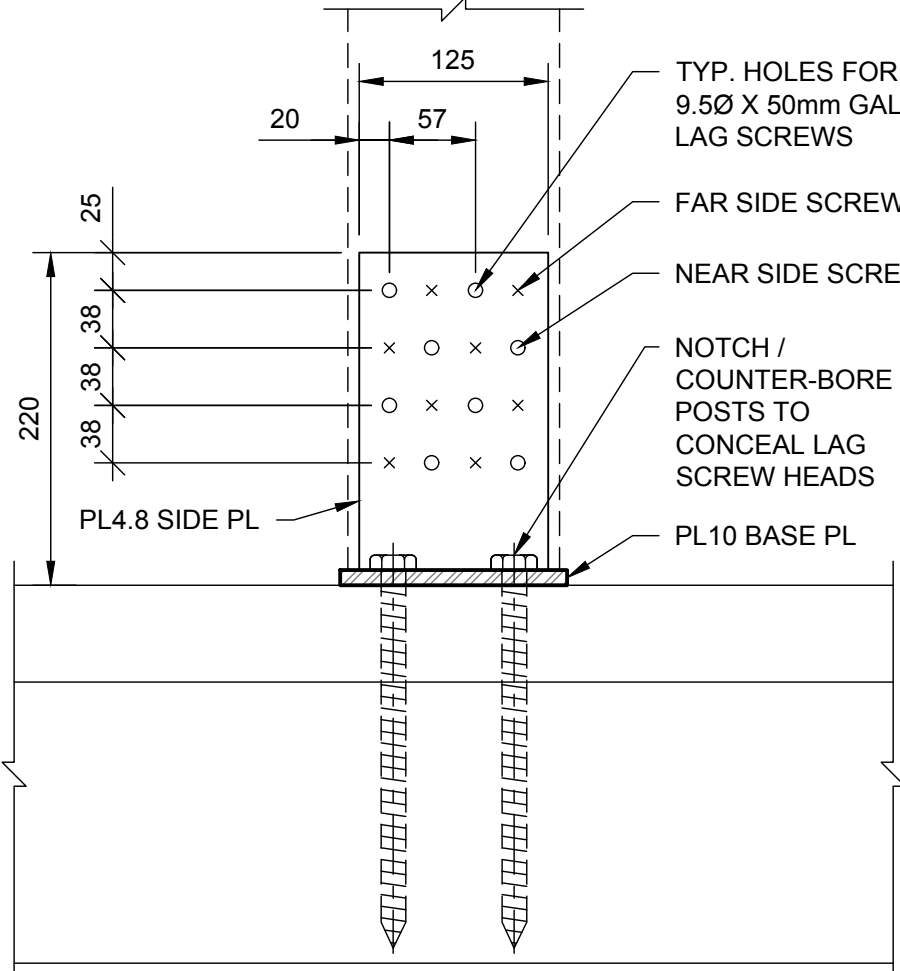
A SECTION
SCALE: 1:10



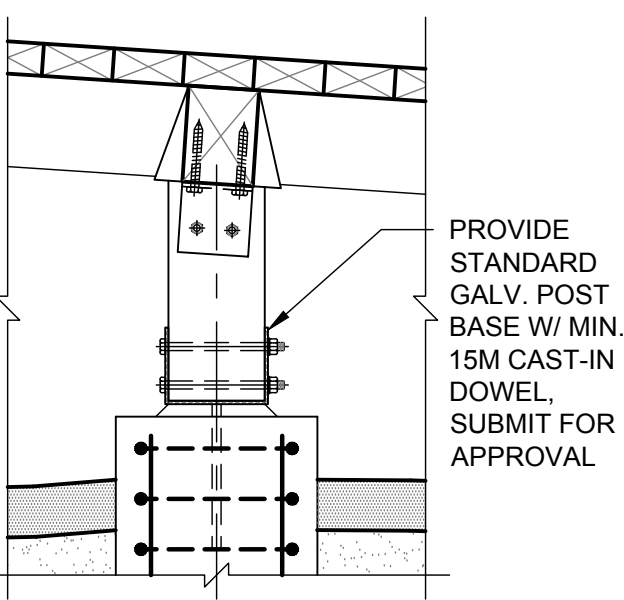
B SECTION
SCALE: 1:15



SECTION C-C
SCALE: 1:5



SECTION D-D
SCALE: 1:5

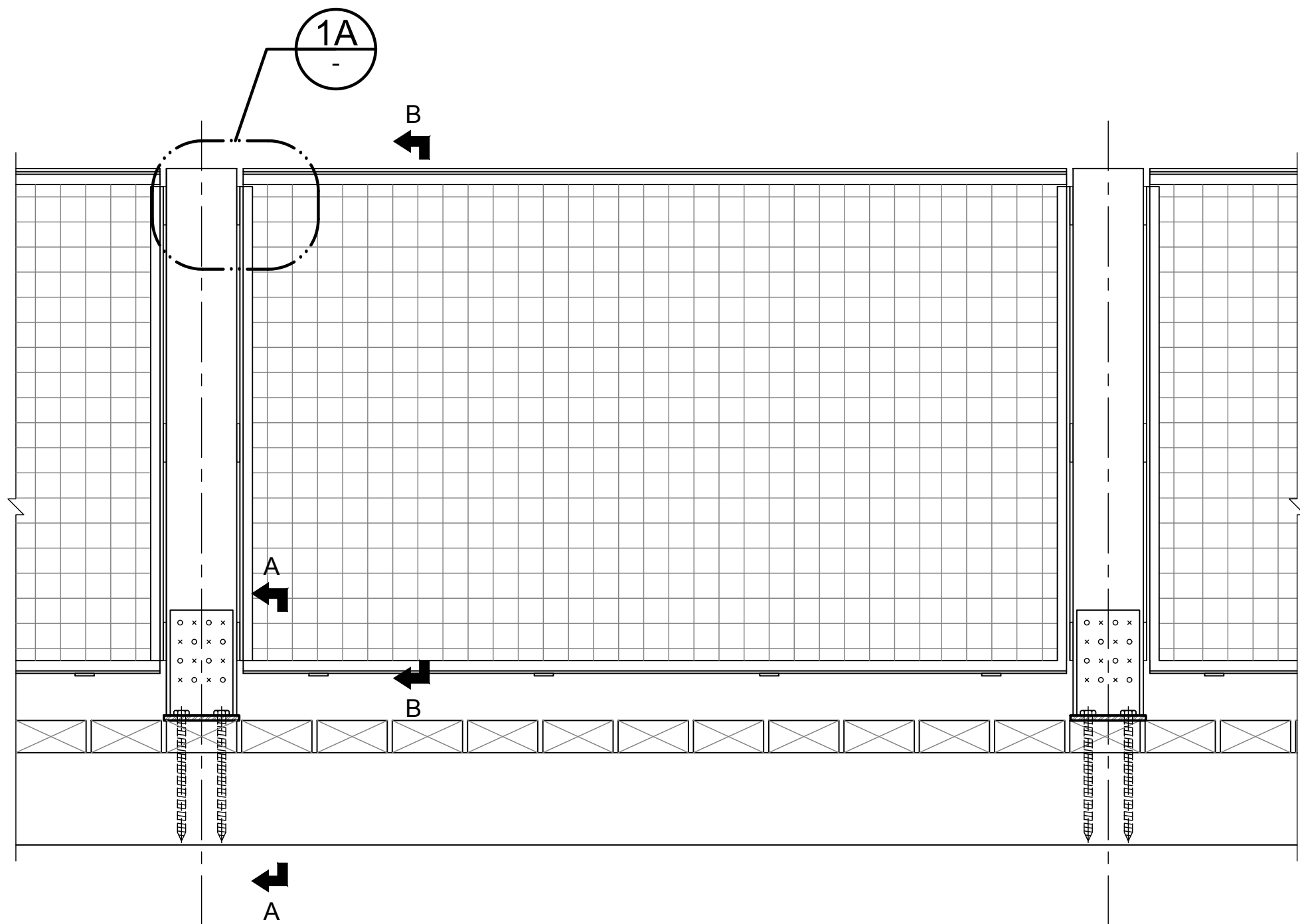


SECTION E-E
SCALE: 1:15

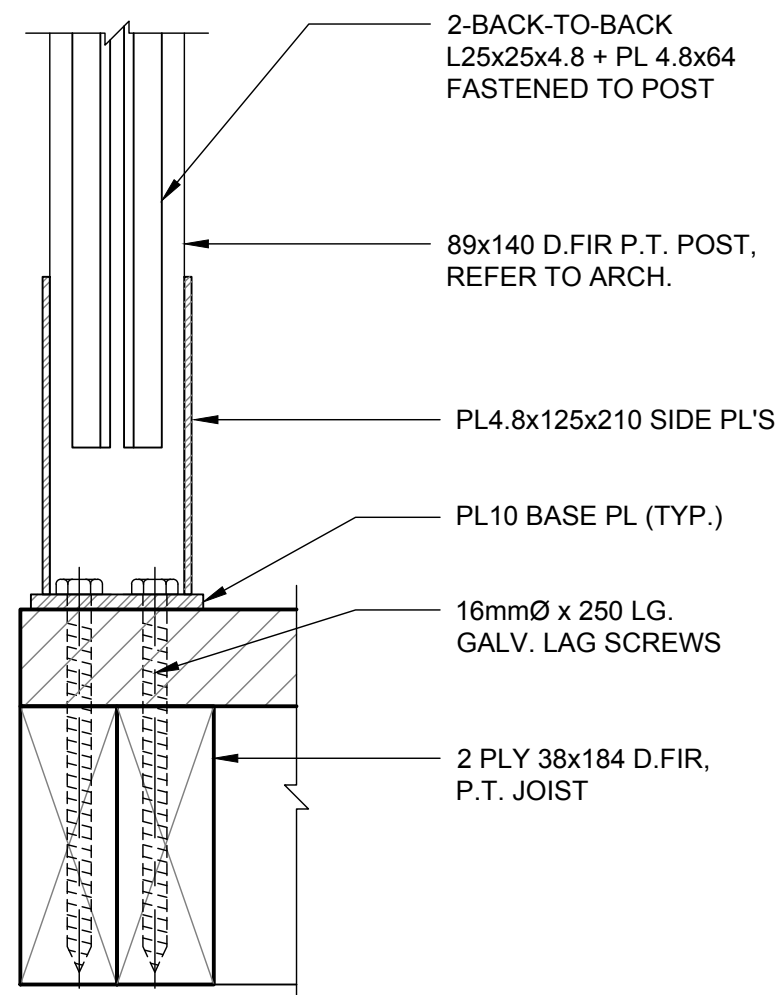
FOR TENDER ONLY
NOT TO BE USED FOR CONSTRUCTION

AUTHENTICATION FOR CURRENT REVISION
ENG. STAMP
DESIGNER'S SIGNATURE
DATE: 25/05/09
PROVINCE OF ONTARIO

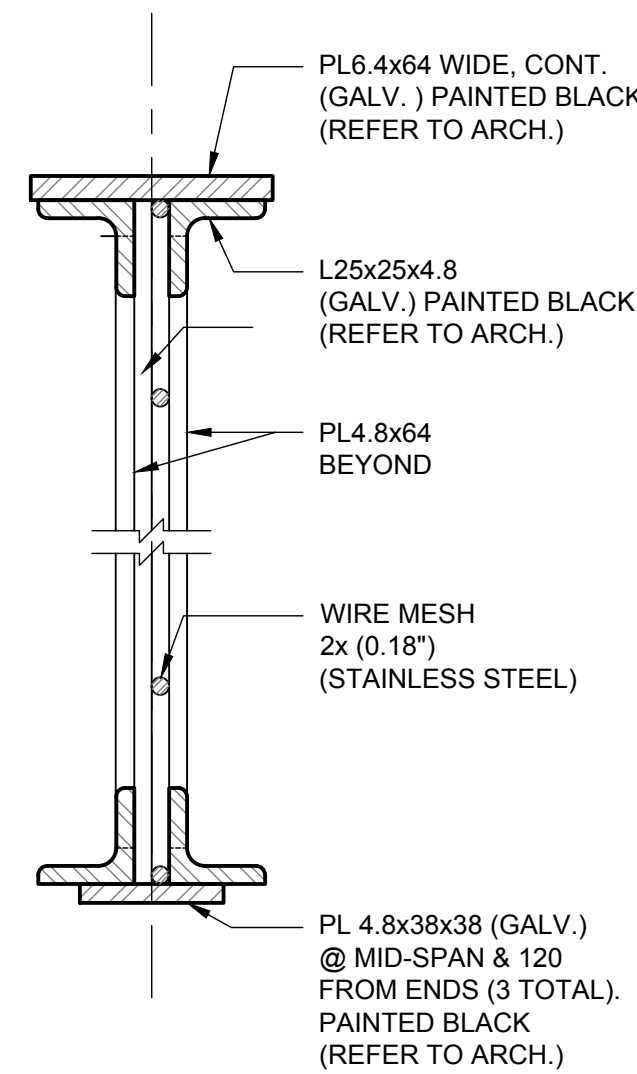
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NO.	YYMMDD	DESCRIPTION	DESIGN CHECK: FBV	DATE: 25/05/09
REVISIONS / ISSUE				
CLIENT: KENORA CITY OF KENORA				
PROJECT: MCLEOD PARK PHASE 2				
DWG. DESCRIPTION: STRUCTURAL RAMP FRAMING PLAN, SECTIONS AND DETAILS				
AUTHENTICATION FOR CURRENT REVISION				
DESIGNER'S SIGNATURE				
DATE: 25/05/09				
PROVINCE OF ONTARIO				
DWG. NO. 25-0147-001				
S05				
REV: 0				



1 RAILING ASSEMBLY
SCALE: 1:10



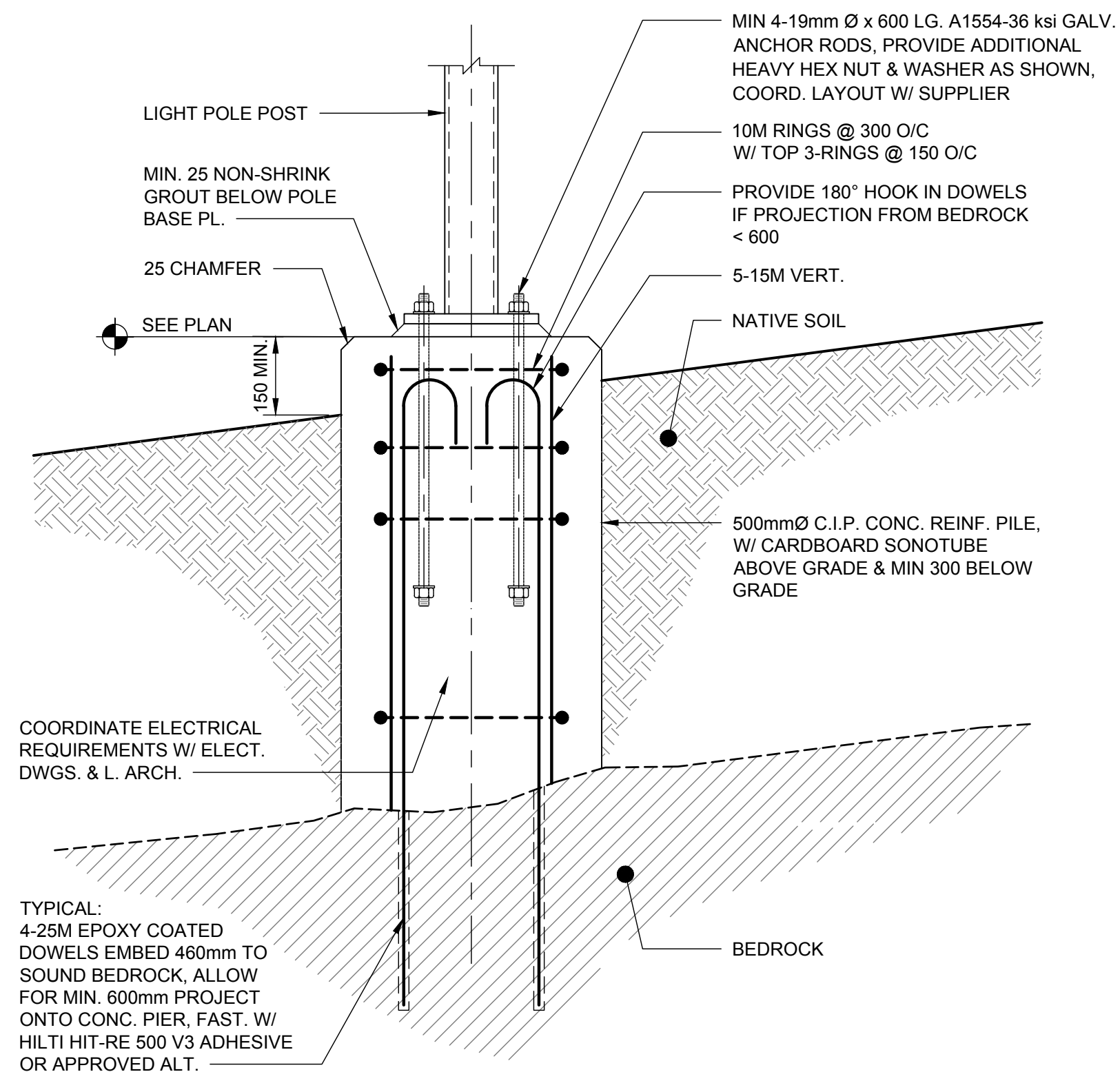
SECTION A-A
SCALE: 1:5



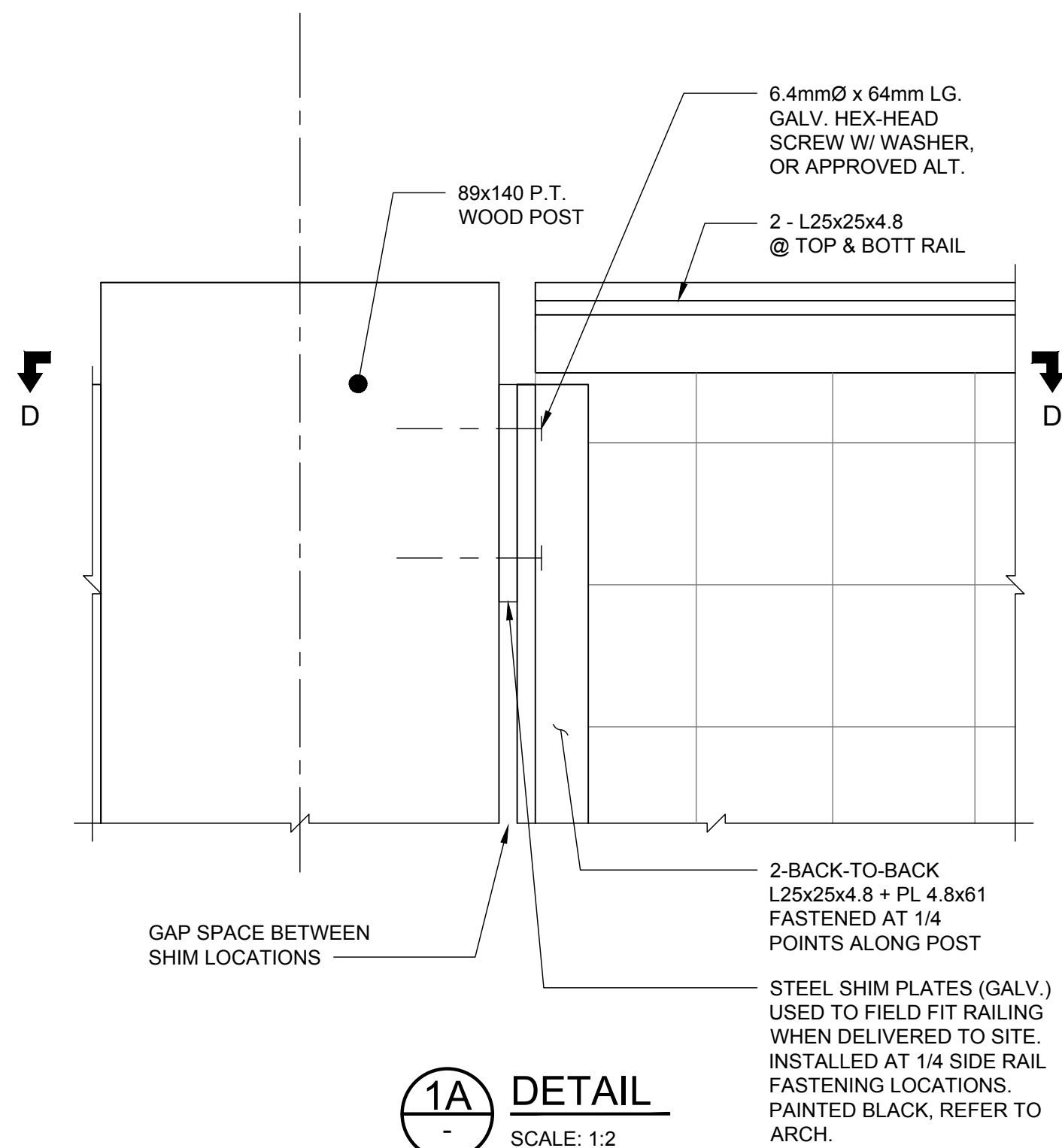
SECTION B-B
SCALE: 1:2

NOTES:

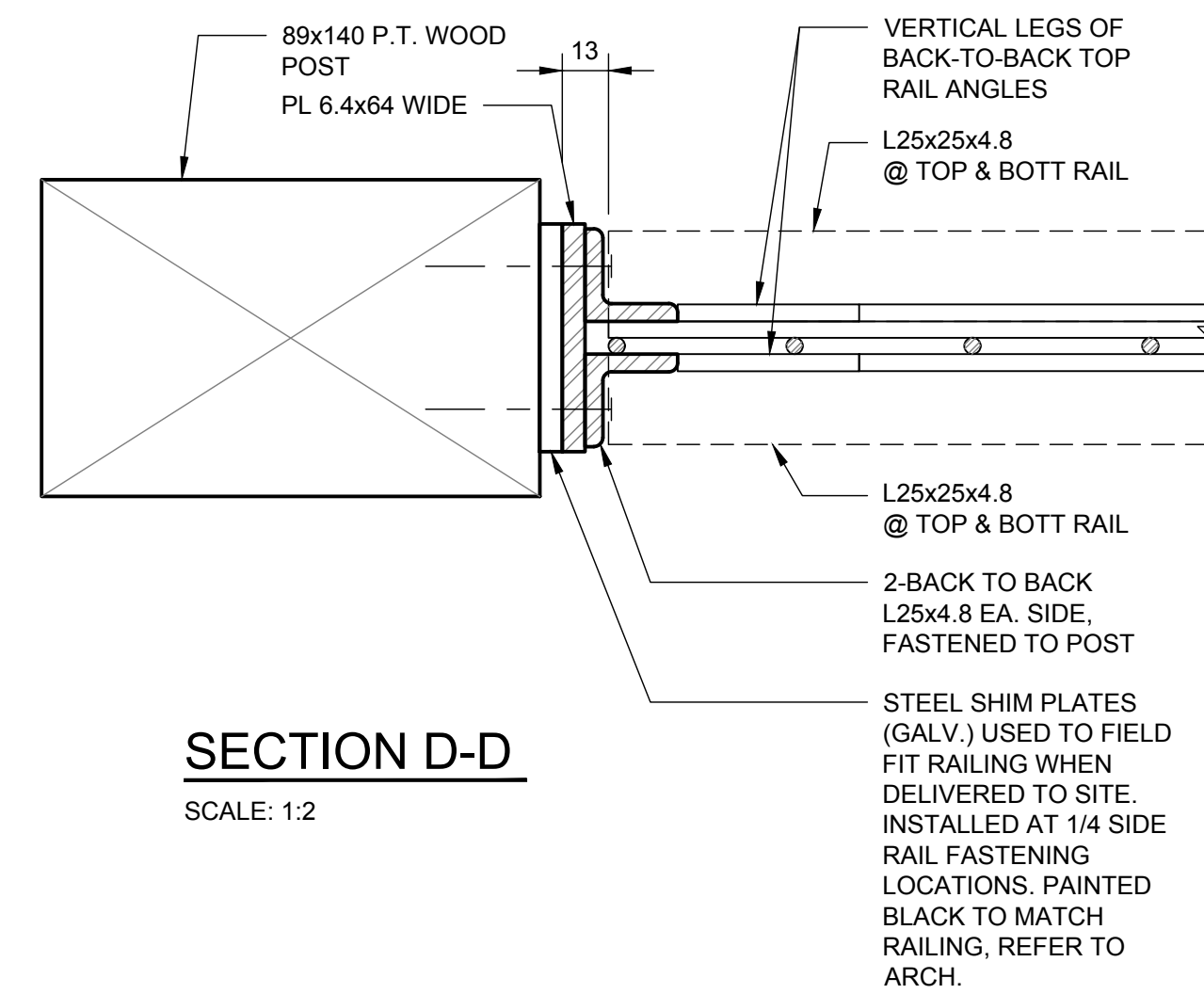
- HANDRAILS AND RAILINGS AND THEIR CONNECTIONS TO BE DESIGNED BY AN ENGINEER LICENSED IN THE PROVINCE OF ONTARIO.
- CONTRACTOR TO SUBMIT HANDRAIL SHOP DRAWINGS FOR REVIEW BY EOR, SEALED BY AN ENGINEER LICENSED TO PRACTICE IN THE PROVINCE OF ONTARIO.



2 LIGHT POLE BASE DETAIL
SCALE: 1:10



1A DETAIL
SCALE: 1:2

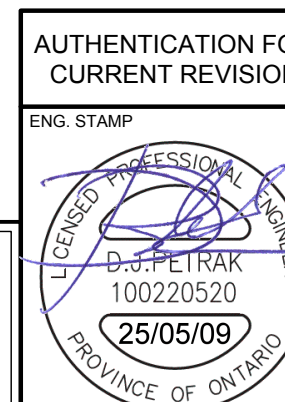


SECTION D-D
SCALE: 1:2

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NO.	YYMMDD	DESCRIPTION	BY	CHECK

REVISIONS / ISSUE

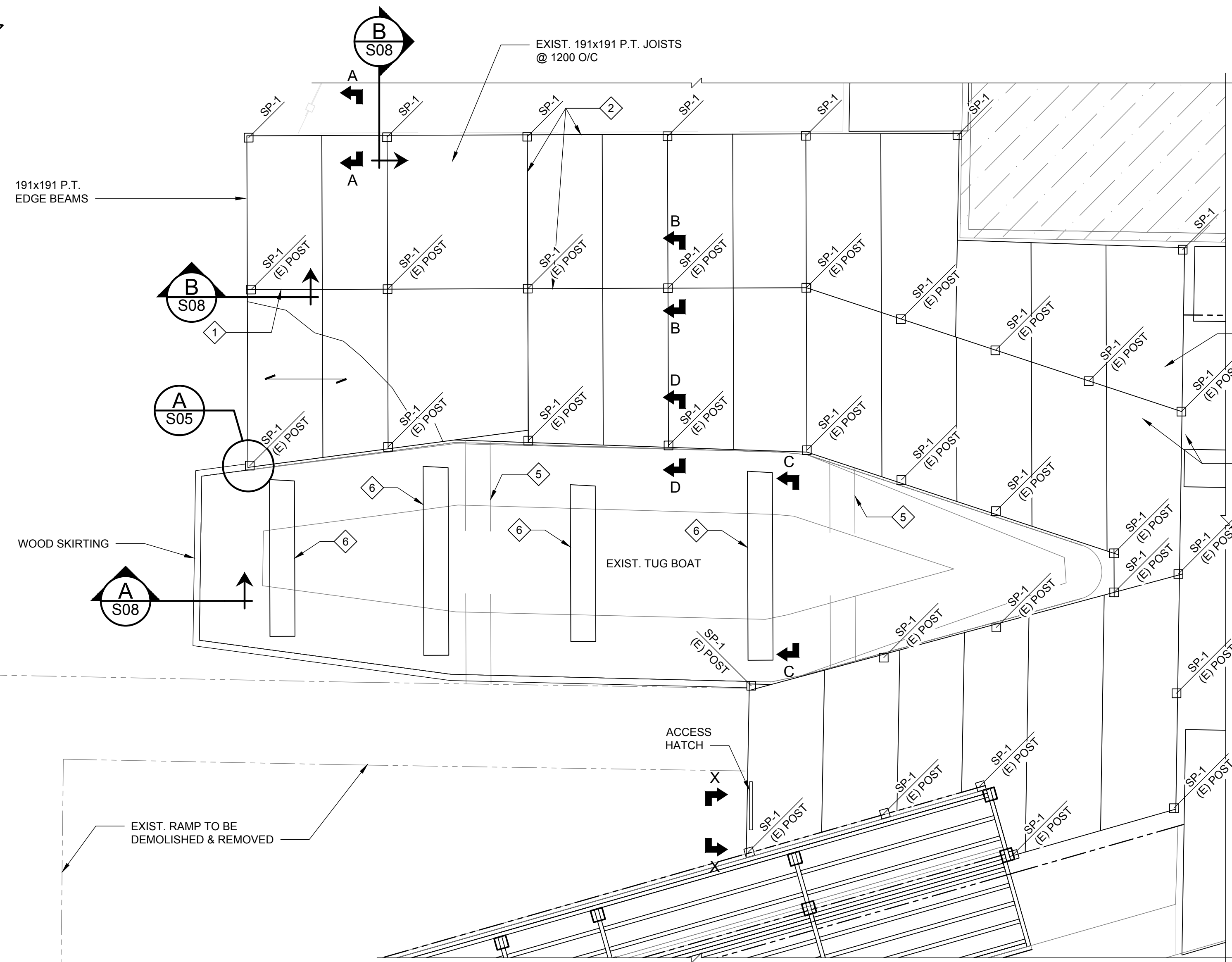
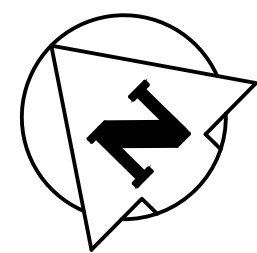
CLIENT:	KENORA CITY OF KENORA
PROJECT:	MCLEOD PARK PHASE 2
DWG. DESCRIPTION:	STRUCTURAL SECTIONS AND DETAILS



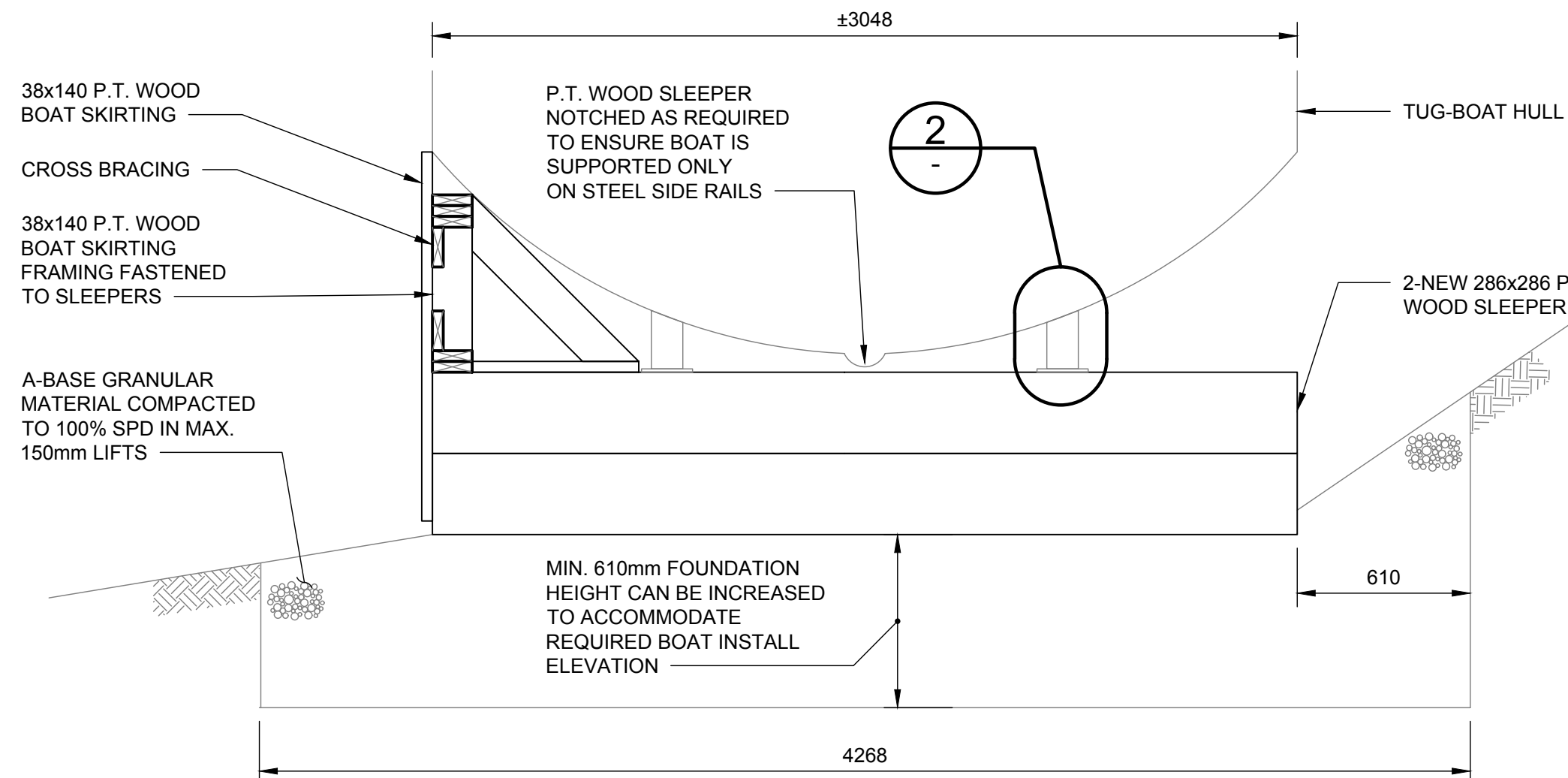
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DESIGN CHECK:	FBV	DATE:	25/05/09
DRAWN BY:	FBV	DATE:	25/03/31
DWG CHECK:	FBV	DATE:	25/05/09
DWG. NO.	25-0147-001	S06	REV: 0

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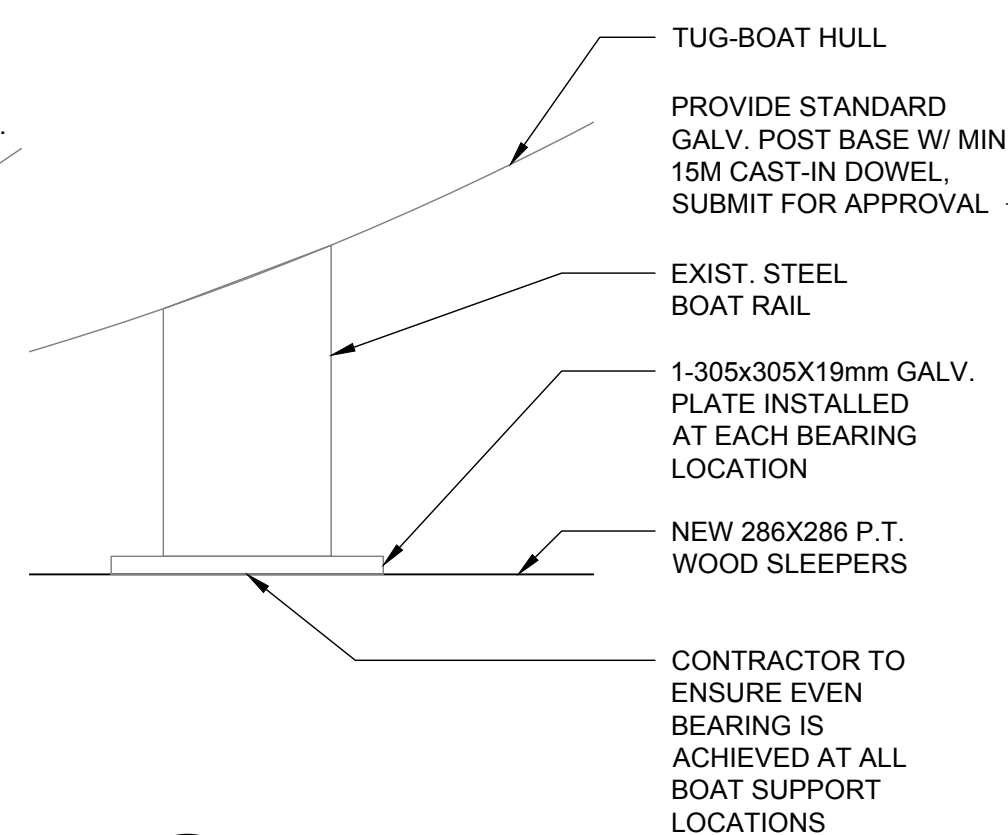
Filename: \\kgs-filev-data\Projects\2025\25-0147-001\Drawings\Struct\25-0147-001_S07 - Tab Rev 0 Plotted By: DSchmidt 25/05/09 [Fri 4:09pm] 24"x36" PLOT SCALE: 1"=1'



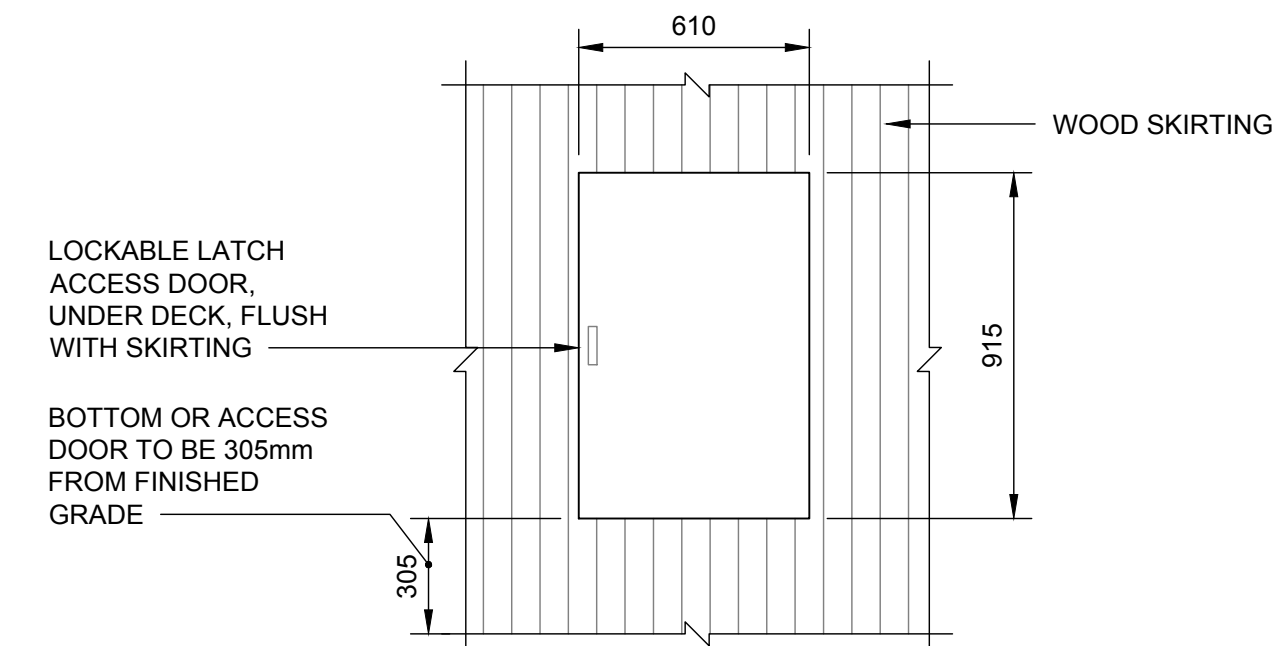
1 DECK FRAMING PLAN
SCALE: 1:50



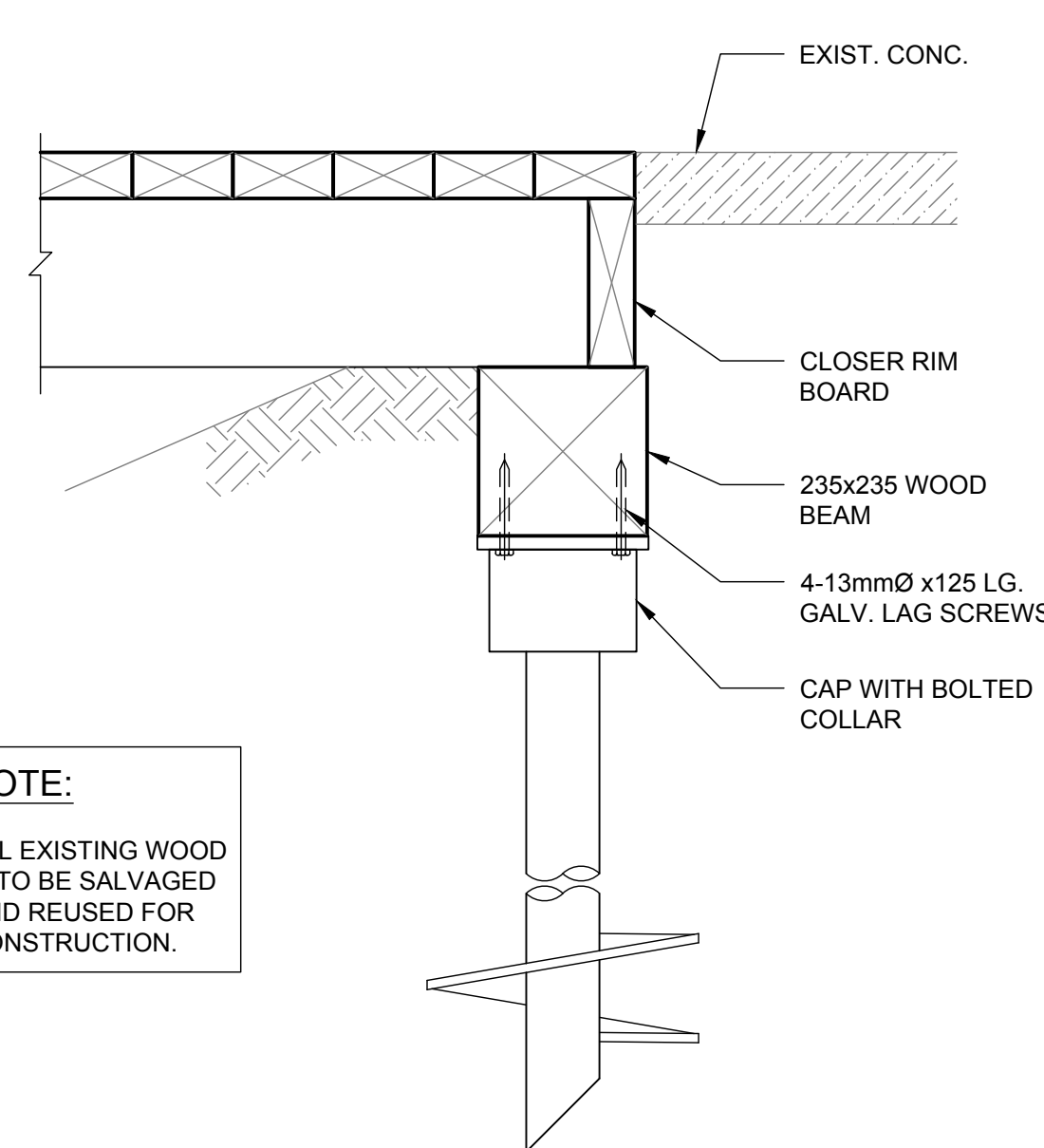
SECTION C-C - BOAT SIDE SKIRTING
SCALE: 1:20



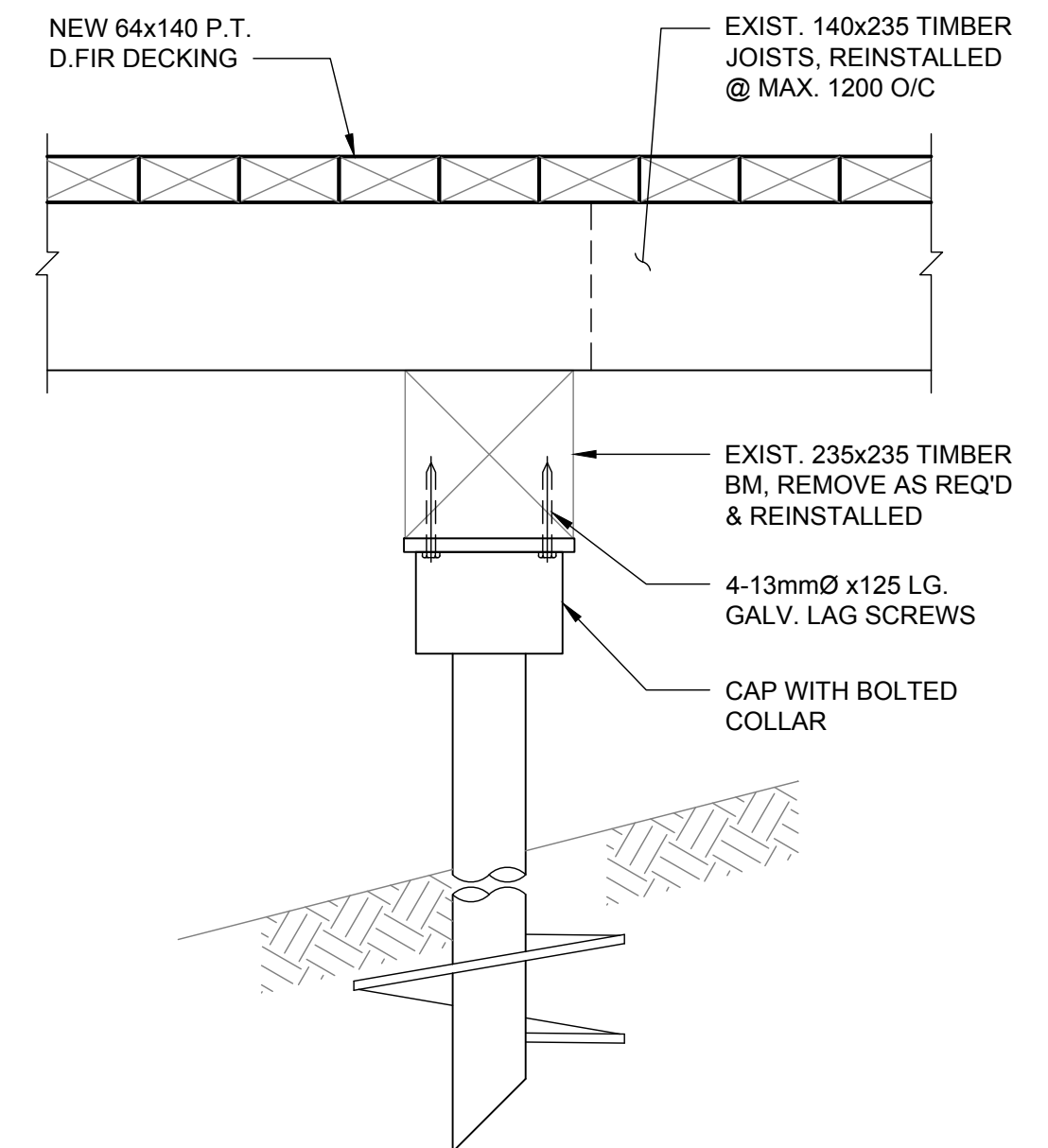
2 DETAIL
SCALE: 1:5



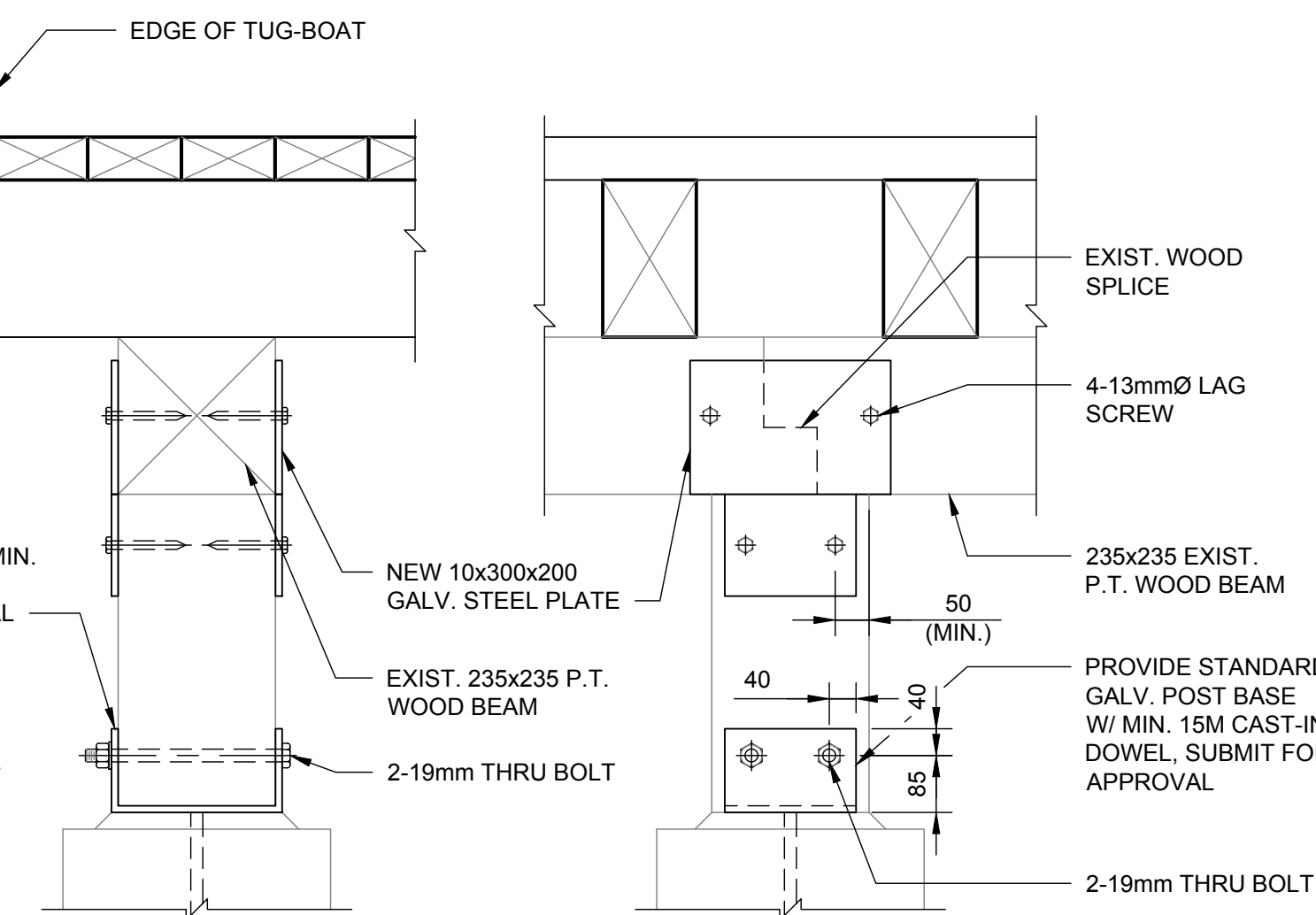
SECTION X-X
SCALE: 1:20



SECTION A-A - SP-1 SCREW PILE AT UPPER SLOPE GRADE
SCALE: 1:10



SECTION B-B - SP-1 SCREW PILE ALONG SLOPE
SCALE: 1:10



SECTION D-D - P-1 - CONCRETE PILE AT FLAT GRADE
SCALE: 1:10

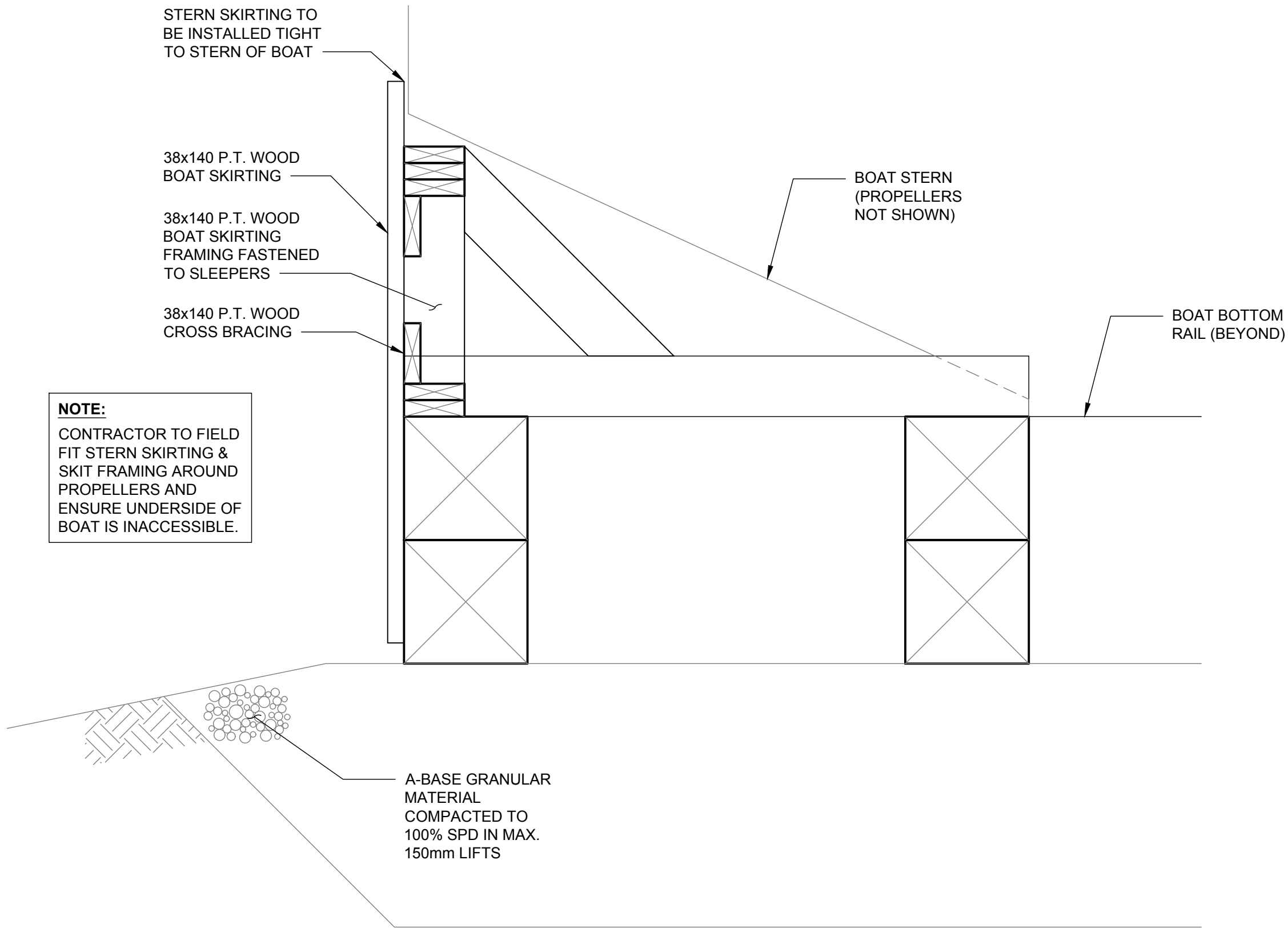
NOTES:

- 1 ADDITIONAL FRAMING INFORMATION REQUIRED. THIS DESIGN ASSUMES THE EXISTING DECK WILL BE FULLY DISASSEMBLED AND REINSTALLED. EXISTING PT WOOD JOISTS, BEAMS, AND POSTS IN GOOD CONDITION TO BE RESALVAGED AND REUSED.
- 2 DECK JOISTS, BEAMS AND POSTS TO BE MARKED, LOGGED, DISASSEMBLED AND STORED FOR REINSTALLATION.
- 3 DECK BOARDS, SKIRTING AND RAILINGS TO BE REMOVED AND DISCARDED.
- 4 ALL EXISTING POSTS TO RECEIVE SCREWPILE TO BEDROCK WHERE DEEPER THAN 2m. OTHERWISE EXIST. SUPPORTS TO BE INSTALLED WITH NEW C.I.P. CONC. PIER TO BEDROCK AS PER DETAIL A/S05.
- 5 TUG-BOAT SUPPORT SLEEPERS TO BE REMOVED, BASE RE-PREPARED, SLEEPERS TO BE REFURBISHED/REPLACED AND REINSTALLED. TUG-BOAT WILL REQUIRE TEMPORARY SUPPORT DURING SUPPORT RE-WORK TO BE COORDINATED AND PLANNED BY CONTRACTOR.
- 6 NEW TUG BOAT SUPPORT SLEEPERS.

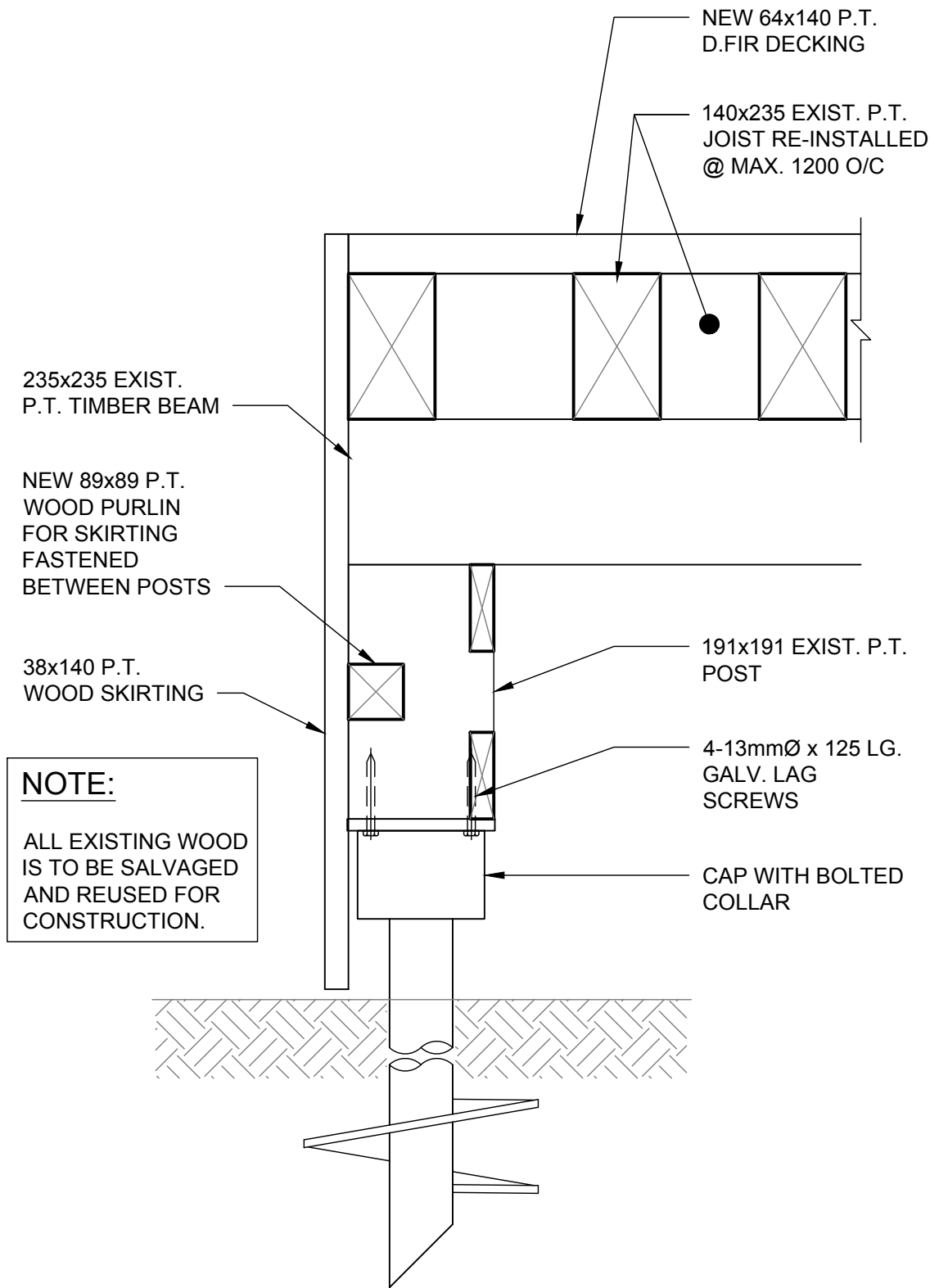
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CLIENT: KENORA CITY OF KENORA				
PROJECT: MCLEOD PARK PHASE 2				
DWG. DESCRIPTION: STRUCTURAL DECK FRAMING PLAN AND SECTION				
AUTHENTICATION FOR CURRENT REVISION		DESIGN BY: DJP	DATE: 25/03/31	
ENG. STAMP		DESIGN CHECK: BS	DATE: 25/05/09	
DRAWN BY: FBV		DWG. CHECK: DP	DATE: 25/03/31	
DWG. NO. 25-0147-001		S07	REV: 0	

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Filename: \\kgs-filev-data\Projects\2025\25-0147-001\Drawg\Struct\25-0147-001_S08 - Tab\Rev 0 Plotted By: MBaschuk 25/05/09 [P1 1:39am]
24"x36" PLOT SCALE: 1"=1'



A
S07 SECTION - BOAT STERN SKIRTING
SCALE: 1:10



B
S07 SECTION
SCALE: 1:10

0	25/05/09	ISSUED FOR TENDER	BS	DP
NO.	YYMMDD	DESCRIPTION	DESIGN BY	DESIGN CHECK
REVISIONS / ISSUE				
CLIENT:  CITY OF KENORA				
PROJECT: MCLEOD PARK PHASE 2				
DWG. DESCRIPTION: STRUCTURAL DECK FRAMING SECTIONS				
AUTHENTICATION FOR CURRENT REVISION ENG. STAMP 		DESIGN BY:	DJP	DATE: 25/04/14
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		DWG CHECK:	DP	DATE: 25/05/09
DWG. NO.		25-0147-001		REV: 0
		S08		

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**CITY OF KENORA
INVITATION TO TENDER**

ITT #860-7888-1

**Appendix C
Specifications**



CITY OF KENORA
McLeod Park Phase 2
ALTERNATE PRICES

00 30 00

We offer the following Alternate Prices:

1. Each Alternate Price is to include all labour, materials, products, equipment, services, overhead, profit, alternative and related charges and represent the actual cost to the Owner.
2. All Alternate Prices exclude Goods and Services taxes (GST or HST).
3. The Owner reserves the right to accept any or none of the Alternate Prices and to employ the Alternate Prices to determine the successful bidder.
4. Alternative prices will be considered in determining the lowest bidder
5. The Work of the Contract and the Contract Price will reflect the alternates and alternate prices, if any, accepted by the Owner at the time of contract award, and
6. Acceptance of any alternates will not affect the base bid contract completion time, unless we have specifically indicated an increase or decrease in time, in number of days, on account of a particular alternate.
7. See L1.1 - L1.5, E00-E05, S00-S03, and details listed below.

Description of Alternate

Effect on Base Bid Price

Add

Alternate Price No. 1: Pergola and Pergola Lighting

Site development, inclusive of all site preparation, removals, new works, and all related elements depicted in the contract drawings and specifications for this area. Refer to designated limits of "ALTERNATE PRICE 1: PERGOLA AND PERGOLA LIGHTING" as noted on L1.1 KEY PLAN.

\$ _____



Part 1 Intent

- .1 These Supplementary Conditions amend the Agreement, Definitions, and General Conditions of CCDC 2 – 2020 ‘Stipulated Price Contract’ as indicated below. Provisions not amended remain in full force and effect.
- .2 In addition to the above, these Supplementary Conditions amend the terms of CCDC 41 ‘CCDC Insurance Requirements’ as published December 14, 2020, and as indicated below.

Part 2 Amendments to Agreement – CCDC 2 – 2020

- .1 Not used.

Part 3 Amendments to Definitions – CCDC 2 – 2020

- .1 Not used.

Part 4 Supplementary Conditions – CCDC 2 – 2020

4.1 PART 11 – INSURANCE

- .1 GC 11.1 INSURANCE
 - .1 Add “and as modified by the Supplementary Conditions” immediately following “CCDC 41 ‘CCDC Insurance Requirements’” in paragraph 11.1.1.1.

Part 5 Supplementary Conditions – CCDC 41 - 2020

- .1 Delete “\$10,000,000” from two (2) locations in paragraph 1 and replace with “\$5,000,000” in the two (2) locations.
- .2 Delete “\$10,000,000” from paragraph 2 and replace with “\$2,000,000”.
- .3 Delete “\$10,000,000” from two (2) locations in paragraph 3 and replace with “\$2,000,000” in the two (2) locations.
- .4 Delete “\$5,000,000” from paragraph 4 and replace with “\$2,000,000”.

END OF SECTION



CITY OF KENORA
McLeod Park Phase 2
CASH ALLOWANCES

01 21 00

1. CASH ALLOWANCES

- .1 The following allowances are to be included in the Contract Price, and unless otherwise specified, the Contract Price, not the cash allowances, shall include all associated costs required to perform and complete work of allowances including overhead and profit.
- .2 When cost under any cash allowance exceeds the amount of the allowance, compensation will be granted for any excess incurred and substantiated, plus the percentage fee for overhead and profit as set out in the Contract Documents.
- .3 Show the Cash Allowance as a separate item on the monthly progress billing.
- .4 Progress payments on account of authorized purchases under Cash Allowances will be certified on the Consultant's monthly certificate.
- .5 All unused portions of the Cash Allowance shall be credited to the Owner's account. The entire amount will be credited when the Owner contracts separately for the work.
- .6 The following Cash Allowances shall be included in the Bid Price:

- .1 **Testing:** For concrete and compaction testing as noted in the specifications:

Amount of Cash Allowance: \$5,000.00

END OF SECTION



CITY OF KENORA
McLeod Park Phase 2
SITWORK DEMOLITION & REMOVAL

024113

PART 1 GENERAL

1.1 REFERENCES

- .1 Canadian Federal Legislation:
 - .1 Canadian Environmental Protection Act (CEPA), 1998.
 - .2 Canadian Environmental Assessment Act (CEAA), 1995.
 - .3 Transportation of Dangerous Goods Act (TDGA), 1992.
 - .4 Motor Vehicle Safety Act (MVSA), 1995.

1.2 STORAGE AND PROTECTION

- .1 Perform all work in accordance with Section 01 00 01
- .2 Existing buried utilities and structures:
 - .1 Size, depth and location of existing utilities and structures as indicated are for guidance only. Completeness and accuracy are not guaranteed.
 - .2 Prior to commencing any excavation work, notify applicable Owner or authorities having jurisdiction, establish location and state of use of buried utilities and structures. Clearly mark such locations to prevent disturbance during work.
 - .3 Confirm locations of buried utilities by careful test excavations.
 - .4 Maintain and protect from damage, water, sewer, gas, electric, telephone and other utilities and structures encountered or as indicated.
 - .5 Where utility lines or structures exist in area of excavation, obtain direction of utility company.
 - .6 Record location of maintained, re-routed and abandoned underground lines.
- .3 Protect existing surface features that may be affected by the work. In event of damage to such items, immediately replace or make repairs to approval of Consultant at no cost to Owner.
- .4 In all circumstances ensure that demolition work does not adversely affect adjacent watercourses, groundwater and wildlife, or contribute to excess air and noise pollution.
- .5 Do not dispose of waste or volatile materials such as, mineral spirits, oil, petroleum based lubricants, or toxic cleaning solutions into watercourses, storm or sanitary sewers. Ensure proper disposal procedures are maintained throughout the project.
- .6 Do not pump water containing suspended materials into watercourses, storm or sanitary sewers or onto adjacent properties.
- .7 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authorities.
- .8 Protect existing site concrete:
 - .1 There shall be no construction access across site concrete, including but not limited to, no hauling of materials or equipment of any kind and no vehicular access that will damage concrete.
 - .2 There shall be no storage of materials, tools, or equipment of any kind on any existing site concrete.



CITY OF KENORA
McLeod Park Phase 2
SITEWORK DEMOLITION & REMOVAL

024113

- .3 Any damage to sustained to existing site concrete will be repaired or replaced with same at the contractor's expense.
- .9 Protect protection to existing painted tables and chairs:
 - .1 Wrap, protect, and store existing painted tables and chairs on site.
 - .2 There shall be no storage of materials, tools, or equipment of any kind on table and chair surfaces.
 - .3 Any damage sustained to paint will be repaired or tables and chairs will be replaced with same at the contractor's expense.
- .10 Provide temporary enclosure of existing playground elements, play equipment, and picnic area:
 - .1 Erect and maintain temporary fencing enclosure around entirety of playground and picnic area to prevent access of public and contractors.
 - .2 There shall be no storage of materials, tools, or equipment of any kind within playground and picnic enclosure.
 - .3 Any damage sustained to playground elements, play equipment, picnic table and trees will be repaired or replaced with same at the contractor's expense.
- .11 Protect trees, plants and foliage on site and adjacent properties where indicated.

PART 2 PRODUCTS

2.1 EQUIPMENT

- .1 Equipment and heavy machinery used to meet or exceed all applicable emission requirements and operate in compliance with MVSA.

PART 3 EXECUTION

3.1 PREPARATION

- .1 Inspect site and verify with Consultant, extent and location of items designated for removal, disposal, alternative disposal, recycling, salvage and items for re-use or to remain.
- .2 Locate and protect utilities. Preserve active utilities traversing site in operating condition.
- .3 Notify and obtain approval of utility companies before starting demolition.

3.2 SEQUENCE OF OPERATION

- .1 **Removal:**
 - .1 Remove items indicated and as required to achieve site grading as indicated.
 - .2 Do not disturb adjacent items designated to remain in place.
 - .3 In removal of pavements, curbs and gutters:
 - .1 Square up adjacent surfaces to remain in place by saw cutting or other method approved by Consultant.
 - .2 Protect adjacent joints and load transfer devices.
 - .3 Protect underlying and adjacent granular materials.



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McLeod Park Phase 2
SITEWORK DEMOLITION & REMOVAL

024113

.2 Wood Salvaged Material & On-Site Storage

- .1 Inspect all existing pressure treated lumber for structural integrity to determine which can be salvaged and re-used and which requires disposal.
- .2 Carefully dismantle all existing lumber that is to be salvaged and re-used.
- .3 Itemize lumber to be re-used and stack neatly on pallets for storage on-site.
- .4 Dispose of any rotten or unsuitable wood deemed to be of poor structural integrity.

.3 Removal from Site:

- .1 Dispose of materials not designated for salvage or re-use in work, off-site to an approved disposal area.

3.3 RESTORATION

- .1 Restore areas and existing works outside areas of demolition to match condition of adjacent, undisturbed areas.

3.4 CLEANUP

- .1 Upon completion of work, remove debris, trim surfaces and leave work site clean.
- .2 Use only cleaning solutions and procedures that are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or groundwater.

END OF SECTION



PART 1 GENERAL

1.1 RELATED SECTIONS

- .1 Section 31 22 13 – Rough Grading.

1.2 PROTECTION

- .1 Prevent damage and protect root systems of trees to remain. Make good any damage.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

3.1 CLEARING

- .1 Cut off trees, brush and scrub in areas indicated or as directed. Clear trees, shrubs, uprooted stumps and surface debris not designated to remain.
- .2 Cut off unsound branches and cut down dangerous trees overhanging area cleared as directed by Consultant.

3.2 GRUBBING

- .1 Grub out stumps, roots, rocks, boulders, and debris to a minimum depth of 300 mm (12") below finished grade.

3.3 SELECTIVE CLEARING

- .1 Clear trees, shrubs and dead fall beyond the limit of clearing as directed by Consultant.
- .2 Remove by hand potentially hazardous trees 7.0 m back from limit of clearing as shown on plans and as directed by the Consultant. Cut trees to grade and remove from site. Leave understory undisturbed.

3.4 REMOVAL AND DISPOSAL

- .1 Remove all grubbed materials to approved disposal area off site.

END OF SECTION

PART 1 GENERAL

1.1 RELATED WORK

- .1 Section 32 11 16 – Granular Sub-base & Base

1.2 SITE CONDITIONS

- .1 Locate underground and surface utility lines and buried objects.

1.3 PROTECTION

- .1 Prevent damage to fencing, trees, landscaping, natural features, bench marks, existing buildings, existing pavement, surface or underground utility lines which are to remain. Make good any damage.
- .2 Supply, install and maintain erosion control structures across drainage ways leaving site. Site run-off to be kept clear from contamination by silt, sediment and construction debris, during construction.

PART 2 PRODUCTS

2.1 MATERIALS

- .1 Common fill: selected material from excavation, grading, or other sources, approved by Consultant for use intended, unfrozen and free from rocks larger than 75 mm, cinders, ashes, sods, refuse or other deleterious materials.
- .2 Granular fill: OPSS Granular B - Type I.
- .3 Protect approved material from contamination.

PART 3 EXECUTION

3.1 GRADING

- .1 Rough grade to levels, profiles, and contours allowing for surface treatment as indicated.
- .2 Uniformly slope surfaces between grades indicated, unless otherwise noted.
- .3 Compact subgrade to 98% standard proctor maximum dry density. Sub-excavate soft areas and replace with granular fill as directed by Consultant.
- .4 Prior to placing fill over existing ground, scarify surface to depth of 6" (150mm). Maintain fill and existing surface at approximately same moisture content to facilitate bonding.
- .5 Place fill in maximum 8" (200mm) lifts. Compact to required density prior to placing additional lifts.
- .6 Compact filled and disturbed areas to standard proctor density as follows:
 - .1 85% under landscaped areas.
 - .2 98% under and to a distance of 3' (1.0m) beyond edges of paved areas.
- .7 Use granular fill under areas to be paved
- .8 Do not disturb soil within branch spread of trees or shrubs to remain

3.2 SURPLUS MATERIAL

- .1 Remove surplus material from site.
- .2 Remove material unsuitable for fill, grading or landscaping from site.

END OF SECTION



PART 1 GENERAL

1.1 RELATED SECTIONS

- .1 Section 31 22 13 - Rough Grading

1.2 REFERENCES

- 1. OPSS (Ontario Provincial Standard Specification) 1010 - most recent revisions.

1.3 SUBMITTALS

- 1. Submit compaction test results for granular base indicating compliance with Standard Proctor Density requirements as indicated on the Drawings to Consultant and Owner for review.

1.4 QUALITY ASSURANCE

- .1 The inspection and testing of granular compaction will be carried out by a testing laboratory appointed by the Contractor and approved by the Consultant. Testing laboratory to be certified in accordance with CSA A283. The Contractor shall coordinate the timing of this testing in an efficient way.
- .2 The inspection and testing of crushed limestone surface will be paid for by the Contractor.
- .3 Test crushed granite surface at two (2) locations.
- .4 Test crushed limestone surface at one (1) location.
- .5 Areas that fail minimum compaction requirements shall be re-compacted and tested by the Contractor at no cost to the Owner.

PART 2 PRODUCTS

2.1 MATERIALS

- .1 Granular Base and Sub-base: Material to conform to requirements of OPSS (Ontario Provincial Standard Specifications) 1010, material specification for aggregates – Granular A, B, M.
 - .1 Subbase: Granular B, Type II
 - .2 Base: Granular A.
 - .3 Gravel Blend: Clean, washed stone; 70% - 3/8" washed buckshot, 30% - 3/4" Riverwash.

PART 3 EXECUTION

3.1 SUBGRADE PREPARATION AND INSPECTION

- .1 Verify grades of sub-grade and items set in paving area for conformity with elevations and sections.
- .2 Obtain approval of sub-grade by Consultant before proceeding.

3.2 GRANULAR SUB-BASE AND GRANULAR BASE

- .1 Place granular base and sub-base material on clean unfrozen surface, free from snow and ice.
- .2 Place granular base and sub-base to compacted thicknesses as indicated. Do not place frozen material.
- .3 Place in layers not exceeding 150mm compacted thickness. Compact to density not less than 98% Maximum Dry Density in accordance with ASTM D698.
- .4 Shape and roll alternately to obtain smooth, even and uniformly compacted base.
- .5 Apply water as necessary during compaction to obtain specified density.
- .6 In areas not accessible to rolling equipment, compact to specified density with mechanical tampers approved by Consultant.
- .7 Correct surface irregularities by loosening and adding or removing material until surface is within specified tolerance.

3.3 TOLERANCES

- .1 Finished base surface to be within 10mm of elevation as indicated but not uniformly high or low.

3.2 PROTECTION

- .1 Maintain finished base in condition conforming to this section until succeeding base is constructed, or until granular base is accepted by Consultant.

END OF SECTION

Part 1	General
1.01	DESCRIPTION
.1	Crushed stone pathways.
1.02	RELATED SECTIONS
.1	OPSS (Ontario Provincial Standard Specification) 1010 - most recent revisions.
1.03	DELIVERY STORAGE AND HANDLING
.1	Deliver and handle materials in accordance with Section 01 00 10 – General Requirements.
Part 2	Products
2.01	CRUSHED GRANITE
.1	6mm Ø approved clean granite, suitable as paving material in designated areas, and free of refuse, physical contaminants, material toxic to plant growth. Colour: black. Obtain approval from Consultant.
.2	Colours: black. Obtain approval from Consultant.
Part 3	Execution
3.01	EXAMINATION
.1	Verify existing conditions are ready to receive Work.
.2	Verify subgrade surfaces are clean, dimensionally stable, at proper grade, free of contaminants such as oil, sealers and curing compounds.
.3	Beginning of installation implies acceptance of existing conditions.
.4	Report in writing unsuitable conditions to Consultant. Proceed with Work after written instruction is received from Consultant.
3.02	INSTALLATION
.1	Place granular surfacing to compacted thickness as indicated on drawings.
.2	Place in layers of 50mm maximum compacted thickness. Compact each layer to 98% Standard Proctor Density in accordance with ASTM D 698.
3.03	PROTECTION
.1	Protect stone from damage resulting from subsequent construction operations.
.2	Use protection materials and methods that will not stain or damage stone.



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McLeod Park Phase 2
CRUSHED STONE SURFACING

321540

- .3 Remove protection materials upon Substantial Performance of Work, or when risk of damage is no longer present.

END OF SECTION

Part 1 GENERAL

1.1 SECTION INCLUDES

- .1 Materials and installation of standard manufactured catalogue items.

1.2 RELATED SECTIONS

- .1 Wood – see Structural specifications

1.3 SUBMITTALS

- .1 Indicate dimensions, sizes, assembly, anchorage and installation details for each furnishing specified and provide abrasive colour options.

Part 2 PRODUCTS

2.1 TACTILE WALKING SURFACE INDICATORS

- .1 Single component aluminum stair nosing and landings for ramp and stairs complete with abrasive filler. Balco Industries, product number R-300 or approved equal. Aluminum colour clear anodized.
- .2 Wood Ramp Installation
 - .1 Refer to drawings for locations and spacing for landings
 - .2 Refer to manufacturers specifications for Type 5 fastener for wood installation.
 - .3 Abrasive colour: TBD

Part 3 EXECUTION

3.1 INSTALLATION

- .1 Assemble furnishings in accordance with manufacturer's written instructions. Obtain Consultant's approval of assembled furnishings prior to mounting.
- .2 Stake out or mark site furniture locations on site for Consultant approval prior to installation.
- .3 Confirm product dimensions prior to installation.
- .4 Install all furnishings true, plumb, anchored and firmly supported.
- .5 Touch up damaged finishes to approval of Consultant.

END OF SECTION

PART 1 GENERAL

1.1 RELATED WORK

- .1 Section 31 22 13 – Rough Grading.

1.2 PROTECTION OF EXISTING FACILITIES

- .1 Protect elements surrounding the work of this section from damage or disfiguration.
- .2 Protect landscaping and other features remaining as final work.
- .3 Protect existing structures, fences, roads, sidewalks, paving and curbs.

1.3 SCHEDULING OF WORK

- .1 Schedule placing of topsoil to permit immediate planting operations.

1.4 SAMPLES

- .1 Provide 3, 1 litre samples of topsoil proposed for use on this project for testing in accordance with Section 01 00 01, a minimum of three weeks prior to construction. Do not move topsoil to site prior to confirmation of test results. Samples must be fairly representative of topsoil to be used on site.

1.5 DELIVERY AND STORAGE

- .1 Deliver and store fertilizer in waterproof bags accompanied in writing by weight, analysis and name of manufacturer.

PART 2 PRODUCTS

2.1 TOPSOIL

- .1 Topsoil for seeded areas: Dark brown to black, loam textured, imported topsoil, free of living plants and branches
 - .1 Imported Topsoil: well mixed and screened sand/peat blended topsoil.
 - .1 70% sand or sandy loam and 30% peat by volume.
 - .2 pH value of 6.0 to 7.5.
 - .3 Conductivity value of less than 1.5 ms/cm.
 - .4 Free of subsoil, roots, vegetation, debris, toxic materials, and stones over 40 mm diameter.
 - .5 Free of couch grass or Canadian thistle rhizomes.

2.2 SOIL AMENDMENTS

- .1 Fertilizer: Complete commercial synthetic slow release fertilizer with maximum 35% water soluble nitrogen. Rate and ratio as recommended by soil test results.
- .2 Peatmoss: derived from partially decomposed species of Sphagnum Mosses, elastic and homogeneous, brown in colour. Free of wood and deleterious material. Shredded particle minimum size 5 mm, minimum 85% organic matter (by weight). Horticultural or locally available peat material may be utilized subject to its conformance with these specifications.

- .3 Sand - clean washed to ASTM C136 and to the following gradation:

<u>Particle Size (mm)</u>	<u>% Passing through Screen</u>
2.0	100%
1.0	95 to 100%
0.5	80 to 100%
0.25	0 to 30%
0.15	0 to 8%
0.075	0 to 1%

PART 3 EXECUTION

3.1 PREPARATION

- .1 Fine grade subgrade, eliminating uneven areas and low spots. Remove debris, roots, branches, stones in excess of 50 mm diameter and other deleterious materials. Remove subsoil that has been contaminated with oil, gasoline or other toxic materials.
- .2 Cultivate sub-grade to a minimum depth of 100 mm.

3.2 SPREADING OF TOPSOIL

- .1 Do not spread topsoil until Consultant has inspected and approved subgrade.
- .2 For areas to be seeded: 150 mm compacted depth of topsoil over cultivated subgrade.
- .3 For shrub bed, 300 mm compacted depth of topsoil over cultivated subgrade
- .4 Remove stones, roots, grass, weeds, construction materials, debris and foreign non-organic objects from topsoil.

3.3 APPLICATION OF FERTILIZER

- .1 Spread fertilizer over entire area of topsoil at rate and ratio determined by soil testing.
- .2 Mix fertilizer thoroughly into upper 50 mm of topsoil.

3.4 FINISH GRADING

- .1 Fine grade entire topsoiled area to contours and elevations as indicated. Eliminate rough spots and low areas to ensure positive drainage. For areas to be seeded, keep topsoil 15mm below finished grade.
- .2 Prepare loose friable bed by means of rototilling and subsequent raking. Roll lightly and rake wherever topsoil is too loose.
- .3 Roll topsoil with 50 kg roller, minimum 900 mm wide, to compact and retain surface.
- .4 Leave surface smooth, uniform, firm against deep footprinting, with a fine loose texture.

3.5 SURPLUS MATERIAL

- .1 Dispose of surplus topsoil not required for fine grading and landscaping off site.

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Agriculture and Agri-Food Canada (AAFC).
 - .1 Plant Hardiness Zones in Canada-2000 or latest.
- .2 Canadian Nursery Landscape Association (CNLA).
 - .1 Canadian Standards for Nursery Stock-2001 or latest.

1.2 SOURCE QUALITY CONTROL

- .1 Obtain approval or plant material at source.
- .2 Notify Consultant of source of material at least seven (7) days in advance of shipment. No work under this Section is to proceed without approval.
- .3 Acceptance of plant material at source does not prevent rejection on site prior to or after planting operations.
- .4 Imported plant material must be accompanied with necessary permits and import licenses. Conform to federal and provincial regulations.

1.3 STORAGE AND PROTECTION

- .1 Protect plant material from frost, excessive heat, wind and sun during delivery.
- .2 Immediately store and protect plant material which will not be installed within 1 hour after arrival at site in storage location approved by Consultant.
- .3 Protect plant material from damage during transportation:
 - .1 When delivery distance is less than 30 km and vehicle travels as speeds under 80 km/hr, tie tarpaulins around plants or over vehicle box.
 - .2 When delivery distance exceeds 30 km or vehicle travels as speeds over 80 km/hr, used enclosed vehicle where practical.
 - .3 Protect foliage and rootballs using anti-desiccants and tarpaulins, where use of enclosed vehicle is impractical due to size and weight of plant material.
- .4 Protect stored plant material from frost, wind and sun as follows:
 - .1 For bare root plant material, preserve moisture around roots by heeling-in or burying roots in sand or topsoil and watering to full depth of root zone.
 - .2 For pots and containers, maintain moisture level in containers. Heel-in fibre pots.
 - .3 For balled and burlapped and wire basket rootballs, place to protect branches from damage. Maintain moisture level in root zones.

1.4 SCHEDULING

- .1 Obtain approval from Consultant of schedule seven (7) days in advance of shipment of plant material.



- .2 Schedule to include:
 - .1 Quantity and type of plant material.
 - .2 Shipping dates.
 - .3 Arrival dates on site.
 - .4 Planting dates.

1.5 WARRANTY

- .1 The Contractor hereby warrants that plant material as itemized on plant list will remain free of defects for the duration of the one-year warranty period (from date of Substantial Performance). End-of-warranty inspection will be conducted by Consultant.
- .2 The Contractor agrees and guarantees to replace and replant any nursery stock found dead or in poor condition for the warranty period from date of Certificate of Total Performance, without cost to the Owner. "Poor Condition" shall be interpreted as meaning nursery stock on which branches are dead or dying, or have not shown satisfactory growth in leaves. Exempted is nursery stock damaged by accidental causes or vandalism, which shall be replaced at the cost of the Owner.
- .3 The Consultant reserves the right to extend Contractor's warranty responsibilities at Contractor's cost for an additional year if, at end of initial warranty period, leaf development and growth is not sufficient to ensure future survival.

Part 2 Products

2.1 PLANT MATERIAL

- .1 Type of root preparation, sizing, grading and quality: comply to Canadian Standards for Nursery Stock.
 - .1 Source of plant material: grown in Zone 2b in accordance with Plant Hardiness Zones in Canada.
 - .2 Plant material must be planted in zone indicated as appropriate for its species.
- .2 Plant material: free of disease, insects, defects or injuries and structurally sound with strong fibrous root system.
- .3 Trees: with straight trunks, well and characteristically branched for species except where specified otherwise.

2.2 WATER

- .1 Free of impurities that would inhibit plant growth.

2.3 MULCH

- .1 Wood chip mulch: 25-50mm wood chips from local spruce or aspen source. Depth indicated on drawings

2.4 FERTILIZER

- .1 Horticultural bonemeal: raw bonemeal, finely ground with minimum analysis of 3% nitrogen and 10% phosphoric acid.

2.5 ANTI-DESICCANT

- .1 Wax-like emulsion.

2.6 FLAGGING TAPE

- .1 Fluorescent, orange or red colour.

2.7 DEER PROTECTION FENCE

- .1 Polypropylene square deer protection mesh. Mesh size 2". Colour: black. Height 1.8-2.4m. As supplied by Tenax www.tenaxus.com or approved other

Part 3 Execution

3.1 PRE-PLANTING PREPARATION

- .1 Imported plant material must be accompanied with necessary permits and import licenses, conforming to federal, provincial or territorial regulations.
- .2 Ensure plant material is acceptable and obtain approval from Consultant prior to planting.
- .3 Remove damaged roots and branches from plant material.
- .4 Apply anti-desiccant to conifers and deciduous shrubs in leaf in accordance with manufacturer's instructions.

3.2 EXCAVATION AND PREPARATION OF PLANTING BEDS

- .1 Establishment of sub-grade for planting beds:
 - .1 300mm for shrub beds.
- .2 Preparation of planting beds is specified in Section 32 91 21 - Topsoil Placement and Grading.
- .3 For individual planting holes:
 - .1 Stake out location and obtain approval from Consultant prior to excavating.
 - .2 Excavate to depth and width as indicated.
 - .3 Remove subsoil, rocks, roots, debris and toxic material from excavated material that will be used as planting soil for trees and individual shrubs. Dispose of excess material.
 - .4 Scarify sides of planting hole.
 - .5 Cover bottom of each excavation with bonemeal in amount recommended by manufacturer.
 - .6 Remove water which enters excavations prior to planting. Notify Consultant if water source is ground water.

3.3 PLANTING

- .1 For container stock or root balls in non-degradable wrapping, remove entire container or wrapping without damaging root ball.
- .2 Plant vertically in locations as indicated. Orient plant material to give best appearance in relation to structure, roads and walks.
- .3 For shrubs:
 - .1 Backfill soil in 150 mm lifts. Tamp each lift to eliminate air pockets. When two thirds of depth of planting pit has been backfilled, fill remaining space with water. After water has penetrated into soil, backfill to finish grade.
 - .2 Form watering saucer as indicated.
- .4 Water plant material thoroughly.
- .5 After soil settlement has occurred, fill with soil to finish grade.
- .6 Dispose of burlap, wire and container material off site.

3.4 MULCHING

- .1 Ensure soil settlement has been corrected prior to mulching.
- .2 Spread wood chip mulch in all shrub beds as indicated on drawings.

3.5 MAINTENANCE

- .1 Perform the following maintenance operations for 30 days after substantial performance:
 - .1 Contractor to maintain a log during the maintenance period noting times, dates, equipment used; and quantity of materials used and areas of treatment for each maintenance application. Forms shall be provided by the Contractor.
 - .2 Submit maintenance logs.
 - .3 Water to maintain soil moisture conditions for optimum establishment, growth and health of plant material without causing erosion.
 - .4 For evergreen plant material, water thoroughly in late fall prior to freeze-up to saturate soil around root system.
 - .5 Remove weeds weekly.
 - .6 Replace or respread damaged, missing or disturbed mulch.
 - .7 For non-mulched areas, cultivate as required to keep top layer of soil friable.
 - .8 If required to control insects, fungus and disease, use appropriate control methods in accordance with Federal, Provincial and Municipal regulations. Obtain product approval from Consultant prior to application.
 - .9 Remove dead or broken branches from plant material.
 - .10 Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.

END OF SECTION

Part 1 General

1.1 SECTION INCLUDES

- .1 Maintenance of trees and planting beds installed under this Contract.
- .2 In general, Work shall include:
 - .1 Spring cleaning
 - .2 Watering (where automatic irrigation system is not installed)
 - .3 Weed control
 - .4 Pest and disease control
 - .5 Tree support repair and adjustment
 - .6 Pruning
 - .7 Woodchip mulch
 - .8 Winter preparation

1.2 RELATED SECTIONS

- .1 Section 32 93 00 – Trees, Shrubs and Groundcovers
- .2 Section 32 91 19 – Planting Medium and Finish Grading

1.3 MAINTENANCE PERIOD

- .1 Provide maintenance of trees and planted areas from date of installation until one (1) year after the date of issuance of Certificate of Substantial Performance.

1.4 PROTECTION

- .1 Prevent damage to fencing, trees, landscaping, natural features, benchmarks, buildings, pavement, surface or underground utility lines. Make good any damage.

1.5 QUALITY ASSURANCE

- .1 Landscape Contractors: Pre-Approved below or approved equal:
 - .1 Debbie's Greenhouse & Garden Centre, 14 Mark's Ln., Kenora, ON P9N 0E2, Phone: (807) 548-1325, Email: Debbies.greenhouse@gmail.com
 - .2 Green Drop, #4 20 Second St., Winnipeg, MB R2P 0G5, Contact: Simon Peacock Phone: (204) 771-7531 | (204) 790-5234, Email: speacock@greendrop.com

Part 2 Products

2.1 MATERIALS

- .1 Materials to conform to the requirements of Specification Sections 32 93 00 –Trees, Shrubs and Groundcovers, and Section 32 91 19 - Planting Medium and Finish Grading.

2.2 EQUIPMENT

- .1 Provide all equipment to properly execute work and maintain such equipment in a workable, safe condition during use of this project.
- .2 Obtain Consultant's approval of equipment to be used.
- .3 Use only approved equipment.

Part 3 Execution

3.1 GENERAL

- .1 Schedule start up meeting with Consultant prior to proceeding with maintenance procedures.
- .2 Keep detail log record of maintenance operations with time, location, operation, amount of material and equipment used.
- .3 Submit log record to consultant on weekly bases and in compliance with specification Section 01330 Submittal Procedures.
- .4 Program timing of operations to growth, weather conditions and use of site.
- .5 Do each operation continuously and complete within reasonable time period.
- .6 Store equipment and materials off site.
- .7 Collect and dispose of debris or excess material on daily basis.

3.2 SPRING CLEANING

- .1 Trees and Planting Beds:
 - .1 Clean debris and dead plant material.
 - .2 Trim grass edges around planting beds neatly in lines as in original layout.
 - .3 Replenish mulch as required to even layer of 75 mm depth.

3.3 WATERING

- .1 This item shall apply only where automatic irrigation system is not installed.
- .2 Apply water as required to supplement rainfall and to maintain optimum growing conditions. In general, water once a week to achieve rates as indicated below. Allow soil to adequately dry between watering to prevent over saturation without creating water stress.
- .3 Trees:
 - .1 Water every other day for first month.
 - .2 Apply 9 gal. (40 litres) of water per 1" (25 mm) caliper per application, using deep root feeder.

- .3 Apply water in soft spray to avoid packing of soil and surface runoff. Move sprinklers or adjust as required. Maintain slow watering until moisture penetration has been reached. Do not impede use of sidewalk and other paved areas.

3.4 FERTILIZING

- .1 Apply slow release synthetic fertilizer in ratio of 32-4-8 in the spring to sodded areas and shrub beds.
- .2 Broadcast fertilizer with approved and properly calibrated mechanical spreader in quantities of 3 lb/1000 sq.ft. (1.46 kg/100 sq.m.) or as recommended by manufacturer.

3.5 WEED CONTROL

- .1 Maintain site free of weeds. Do not allow weeds to establish for a period longer than one (1) week.
- .2 Apply herbicide to sodded areas when it will not cause damage to new grass or other plants. Avoid use of Dicambal and Picloram solutions near trees and shrubs.
- .3 Manually pull weeds from tree pits and dispose of off site. Do not use herbicides in planting beds and tree pits.

3.6 PEST AND DISEASE CONTROL

- .1 Control pests and disease through pruning or application of pesticides. Use species-specific pesticides where possible. Use only pesticides of low mammalian toxicity. Strictly follow manufacturer's written instructions.
- .2 Submit copies of Pesticide Applicator's License and a Pesticide Use Permit to the Consultant prior to any pesticide application.

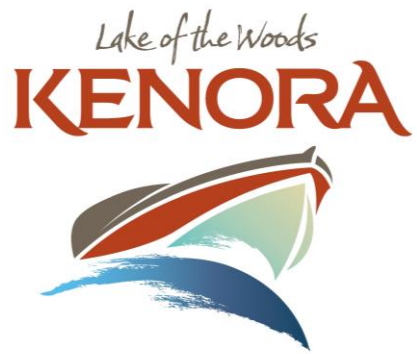
3.7 WINTER PREPARATION

- .1 Rake and assemble shed leaves. Remove from site.
- .2 Clean leaf litter and other debris from shrub beds and planters. Remove debris from site.
- .3 Protect trees from rodent damage using approved plastic protector beyond snow line or by applying rodent repellent sprays. Use spray to protect shrubs as required.
- .4 Ensure adequate moisture in root zones of plant material prior to freeze-up.
- .5 Blow out irrigation system prior to freeze-up (where applicable).
- .6 Apply anti-desiccant to evergreen trees and shrubs susceptible to winter desiccation.

3.8 FINAL ACCEPTANCE

- .1 Areas will be accepted by the Consultant provided that trees are showing growth and vigour satisfactory to the Consultant.

END OF SECTION



**CITY OF KENORA
INVITATION TO TENDER**

ITT #860-7888-1

**Appendix D
Proposed Contract**

CCDC 2

Stipulated Price Contract

2 0 2 0

McLeod Park Phase 2

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CCDC 2 STIPULATED PRICE CONTRACT

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

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

The Corporation of the City of Kenora

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the *Work* required by the *Contract Documents* for (insert below the description or title of the Work)
Supply and installation of site development including; wood pergola, wood decking, skirting, and structure, wood ramp, hand and guard rails, crushed stone surfacing, site furnishing, lighting, landscaping and all related elements on the grounds of McLeod Park in Kenora, Ontario
located at (insert below the Place of the Work)
McLeod Park
114 Lakeview Drive
Kenora, Ontario
for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)
HTFC Planning & Design Inc.
is acting as and is hereinafter called the "Consultant" and
- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the _____ 5th _____ day of _____ January _____ in the year 2026 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the _____ 31st _____ day of _____ October _____ in the year 2026 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

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

*

The Invitation to Tender (ITT) package, ITT #860-7888-2 McLeod Park Phase 2 issued May 13, 2025, shall form the basis of this agreement including:

- Appendix A: Tender Form
- Appendix B: Drawings
- Appendix C: Specifications
- Appendix D: Proposed Contract

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

ARTICLE A-4 CONTRACT PRICE

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

/100 dollars \$

4.2 *Value Added Taxes* (of _____ 13 _____ %) payable by the *Owner* to the *Contractor* are:

/100 dollars \$

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

/100 dollars \$

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

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

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by
(Insert name of chartered lending institution whose prime rate is to be used)

Bank of Canada

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

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

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

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

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

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

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

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

Owner

The Corporation of the City of Kenora

*name of Owner**

1 Main Street South
Kenora, ON P9N 3X2

address

gbreen@kenora.ca

email address

Contractor

*name of Contractor**

address

email address

Consultant

HTFC Planning & Design Inc.

*name of Consultant**

500 - 115 Bannatyne Avenue East
Winnipeg, MB R3B 0R3

address

alinney@htfc.ca

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

The Corporation of the City of Kenora

name of Owner

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

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

DEFINITIONS

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

Change Directive

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

Change Order

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

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

Construction Equipment

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

Consultant

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

Contract

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

Contract Documents

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

Contract Price

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

Contract Time

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

Contractor

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

Drawings

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

Notice in Writing

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

Owner

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

Other Contractor

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

Payment Legislation

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

Place of the Work

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

Product

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

Project

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

Ready-for-Takeover

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

Shop Drawings

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

Specifications

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

Subcontractor

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

Substantial Performance of the Work

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

Supplemental Instruction

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

Supplier

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

Temporary Work

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

Value Added Taxes

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

Work

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

Working Day

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

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

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

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

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

GC 3.5 SUPERVISION

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

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

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

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

GC 3.7 LABOUR AND PRODUCTS

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

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

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

GC 3.8 SHOP DRAWINGS

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

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

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PAYMENT

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

GC 5.3 PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

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

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

GC 5.5 FINAL PAYMENT

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

GC 5.6 DEFERRED WORK

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

GC 5.7 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

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

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

Labour

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

Products, Construction Equipment and Temporary Work

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

Subcontract

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

Others

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

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

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

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

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

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

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

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

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

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

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

PART 7 DEFAULT NOTICE

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

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

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

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

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

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

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

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

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

GC 8.2 ADJUDICATION

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

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

GC 8.4 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

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

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Ready-for-Takeover*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

- (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

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

- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

- 12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:
 - .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
 - .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
 - .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
 - .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
 - .5 Make available a copy of the as-built drawings completed to date on site.
 - .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
 - .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
 - .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.
- 12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.
- 12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

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

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

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

GC 12.2 EARLY OCCUPANCY BY THE OWNER

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

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

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

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

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

GC 12.3 WARRANTY

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

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

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

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

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

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

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

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

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

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

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

GC 13.2 WAIVER OF CLAIMS

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

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