

# Invitation to Tender

CITY OF KENORA

## **INVITATION TO TENDER / ADVERTISEMENT**

Sealed Tenders for: Sprinkler Deficiency Remediation 2026 (the "Project")  
Tender Number: 26-999-3

Will be received by:

**City of Kenora**  
(the "City")

at:

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

Time and date for Tender Closing is:

11:00:00 a.m. CDT on Thursday, May 28, 2026  
(the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to the provision of services to rectify sprinkler system deficiencies at seven (7) City of Kenora facilities (the "Work") as set out in the attached Instructions To Tenderers and Appendices.
2. The documents for the work can be obtained from MERX and the City of Kenora website.
3. All written inquiries regarding the Work shall be emailed to Alex Hodder, Manager, Facilities Maintenance at [ahodder@kenora.ca](mailto:ahodder@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 and email inquiries will not be replied to.
4. 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 Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the City for a period of sixty (60) days following the end of the day of the Tender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 provision of services to rectify sprinkler system deficiencies at seven (7) City of Kenora facilities** (the "Work") as more particularly set out in Appendix "A" attached to these Instructions to Tenderers.

### 2 SUBMISSION OF TENDERS

- 2.1 The City will receive sealed tenders until 11:00:00 a.m. CDT on **Thursday, May 28, 2026** ("Tender Closing"). Faxed tenders will not be accepted and will be returned to the Tenderer.
- 2.2 Each Tender shall be addressed to the City in a sealed envelope clearly marked with the Tenderer's name, address and tender number. The sealed envelope containing the Tender shall be delivered before the Tender Closing to the City in accordance with the Invitation to Tender and the Instructions to Tenderers at:

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

- 2.3 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 – Scope of Work
  - Appendix B – Available Sprinkler Drawings
  - Appendix C – Bid Form
  - Appendix D – Draft Fee for Service Agreement

(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;
  - 8.3.3 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 Not used.

## **10 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS**

10.1 Not used.

## **11 INSURANCE**

11.1 The Successful Tenderer shall provide all required insurance to the City no later than ten (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 (HST) shall be shown as a separate amount.

#### **15 PERMITS AND INSPECTIONS**

15.1 The Tenderer shall include in its Tender Sum the cost of all 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. The Tenderer shall be responsible for scheduling and facilitating all required inspections throughout the course of the work to satisfy all other permits.

#### **16 SUCCESSFUL TENDERER**

16.1 Award of Contract by the City occurs once the Tenderer receives a Letter of Intent duly executed by **Greg Breen, Director, Infrastructure and Operations** of the City after he 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 a Certificate of Insurance unless previously provided.
- 16.3 Within ten (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.
- 16.4 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:

<b>1. Price</b>	<b>100 points.</b>
<b>Total Points</b>	<b>100 points</b>

## **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.
  - 18.1.1 Where a Tenderer is based outside the jurisdiction of Ontario, they shall provide a clearance certificate or letter indicating good standing from the Workers' Compensation Board in their jurisdiction. Upon award of the work, the Tenderer shall register within 10 days with the Ontario Workplace Safety & Insurance Board (WSIB), as required by the applicable legislation.
- 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 CERTIFICATE OF RECOGNITION ("C.O.R.") SAFETY PROGRAM REQUIREMENT**

21.1 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.

*Lake of the Woods*  
**KENORA**



**CITY OF KENORA**  
**INVITATION TO TENDER**

**ITT #26-999-3**

**Appendix A**  
**Scope of Work**

## **Appendix A - SCOPE OF WORK**

### **1. Intent**

The Contractor shall perform all services at the corresponding facilities listed in the scope of work below, in a cost-effective manner, in accordance with all applicable laws and regulations and in compliance with the terms and conditions of the contract.

### **2. Scope of Work**

#### **2.1 Douglas Family Art Centre – 224 Main Street South, Kenora, Ontario**

- 2.1.1 Supply and place six (6) spare sprinklers and corresponding head wrenches in cabinet in accordance with NFPA 25 – 5.2.1.3. Sprinklers are to be supplied as follows: two (2) chrome pendants, two (2) brass uprights and two (2) HSW chrome. Contractor to confirm spares match the characteristics of the sprinklers installed on site.
- 2.1.2 Supply and install hydraulic placards to the sprinkler risers in accordance with NFPA 25 – 5.2.5. The Proponent shall be responsible for determining the appropriate placards required for full compliance with NFPA 25 – 5.2.5.
- 2.1.3 Inspect pre-action valve including but not limited to strainers, filters, restricted orifices, and diaphragm chambers.
- 2.1.4 Perform air testing on the pre-action system in accordance with NFPA 25 – 13.4.3.2.5.
- 2.1.5 Supply and install a sign at the dry valve in accordance with NFPA 25 – 13.4.5.1.2.
- 2.1.6 Supply and post a list of all sprinklers installed in the building inside the sprinkler cabinet in accordance with NFPA 25 – 5.4.1.5.6.
- 2.1.7 Trip test pre-action valve in accordance with NFPA 25 – 13.4.3.2.2.
- 2.1.8 Test all gauges against calibrated gauges in accordance with NFPA 25 – 13.2.7.2.
- 2.1.9 Inspect backflow prevention assemblies to ensure all components are in good condition and good working order in accordance with NFPA 25 – 13.7.1.3.
- 2.1.10 Inspect the internal condition of the piping in accordance with NFPA 25 – 14.2.1.1.
- 2.1.11 Supply and install 1/2" ball drip valve in accordance with NFPA 25 – 11.2.8.5.1.2.
- 2.1.12 Inspect check valves in accordance with NFPA 25 – 13.4.2.1.

- 2.1.13 Change compressor oil in accordance with manufacturer's instructions.
- 2.1.14 Conduct a flow test on the system in accordance with NFPA 25 – 13.7.2.1
- 2.1.15 Conduct hydrostatic testing on piping from the fire department connection to the fire department check valve in accordance with NFPA 25 – 13.8.5.

**2.2 Kenora Fire Hall – Station #1 – 100 Fourteenth Street North, Kenora, Ontario**

- 2.2.1 Supply and post a list of all sprinklers installed in the building inside the sprinkler cabinet in accordance with NFPA 25 – 5.4.1.5.6.
- 2.2.2 Test all gauges against calibrated gauges in accordance with NFPA 25 – 13.2.7.2. Replace gauges as required.
- 2.2.3 Inspect backflow prevention assemblies to ensure all components are in good condition and good working order in accordance with NFPA 25 – 13.7.1.3.
- 2.2.4 Inspect the internal condition of the piping in accordance with NFPA 25 – 14.2.1.1.
- 2.2.5 Inspect check valves in accordance with NFPA 25 – 13.4.2.1.
- 2.2.6 Conduct hydrostatic testing on piping from the fire department connection to the fire department check valve in accordance with NFPA 25 – 13.8.5.
- 2.2.7 Repair or replace valve supervisory signal device. Ensure it operates in accordance with NFPA 25 – 13.3.3.5.2.

**2.3 Kenora Public Library – 24 Main Street South, Kenora, Ontario**

- 2.3.1 Supply and install hydraulic placards to the sprinkler risers in accordance with NFPA 25 – 5.2.5. The Proponent shall be responsible for determining the appropriate placards required for full compliance with NFPA 25 – 5.2.5.
- 2.3.2 Supply and post a list of all sprinklers installed in the building inside the sprinkler cabinet in accordance with NFPA 25 – 5.4.1.5.6.
- 2.3.3 Conduct flow tests on all piping in accordance with NFPA 25 – 7.3.1.
- 2.3.4 Test all gauges against calibrated gauges in accordance with NFPA 25 – 13.2.7.2. Replace gauges as required.

- 2.3.5 Inspect alarm valves and their components in accordance with NFPA 25 – 13.4.1.2.
- 2.3.6 Inspect the internal condition of the piping in accordance with NFPA 25 – 14.2.1.1.
- 2.3.7 Conduct hydrostatic testing on piping from the fire department connection to the fire department check valve in accordance with NFPA 25 – 13.8.5.
- 2.3.8 Inspect check valves in accordance with NFPA 25 – 13.4.2.1.
- 2.3.9 Replace missing escutcheon plate to match existing.
- 2.3.10 Supply and place missing sprinkler head wrench in sprinkler cabinet in accordance with NFPA 25 – 5.2.1.4.
- 2.3.11 Supply and install more visible signage to the fire department connection in accordance with NFPA 25 – 13.8.1.

**2.4 Lake of the Woods Museum – 300 Main Street South, Kenora, Ontario**

- 2.4.1 Supply and install hydraulic placards to the sprinkler risers in accordance with NFPA 25 – 5.2.5. The Proponent shall be responsible for determining the appropriate placards required for full compliance with NFPA 25 – 5.2.5.
- 2.4.2 Connect existing wet and dry alarms and low-pressure alarm into the fire panel. Test in accordance with NFPA 25 – 5.3.2.3.
- 2.4.3 Test all gauges against calibrated gauges in accordance with NFPA 25 – 13.2.7.2. Replace gauges as required.
- 2.4.4 Inspect internal piping in accordance with NFPA 25 – 14.2.1.1 and 14.2.1.2.
- 2.4.5 Inspect alarm valves and their components in accordance with NFPA 25 – 13.4.1.2.
- 2.4.6 Supply and install labels on signs that identify the areas the control valves protect in accordance with NFPA 25 – 13.3.1.
- 2.4.7 Supply and install locks and chains on normally open valves in accordance NFPA 25 – 13.3.1.3.
- 2.4.8 Conduct air leakage test on dry system piping in accordance with NFPA 25 – 13.4.4.2.9.
- 2.4.9 Inspect check valves in accordance with NFPA 25 – 13.4.2.1.
- 2.4.10 Supply and install list of auxiliary drains in accordance with NFPA 25 – 13.4.4.1.3.

- 2.4.11 Supply and post a list of all sprinklers installed in the building inside the sprinkler cabinet in accordance with NFPA 25 – 5.4.1.5.6.
- 2.4.12 Supply and place 2 extra sprinkler heads in the sprinkler cabinet in accordance with NFPA 25 – 5.4.1.5.6. Contractor to confirm matches heads installed on site.
- 2.4.13 Change compressor oil in accordance with manufacturer's instructions.
- 2.4.14 Conduct flow tests on all piping in accordance with NFPA 25 – 7.3.1.
- 2.4.15 Conduct hydrostatic testing on piping from the fire department connection to the fire department check valve in accordance with NFPA 25 – 13.8.5.
- 2.4.16 Conduct full trip test on dry system in accordance with NFPA 25 – 13.4.4.2.2.2.

**2.5 Operations Centre – 60 Fourteenth Street North, Kenora, Ontario**

- 2.5.1 Supply and post a list of all sprinklers installed in the building in the sprinkler cabinet in accordance with NFPA 25 – 5.4.1.5.6.
- 2.5.2 Test all gauges against calibrated gauges in accordance with NFPA 25 – 13.2.7.2. Replace gauges as required.
- 2.5.3 Conduct flow tests on all piping in accordance with NFPA 25 – 7.3.1.
- 2.5.4 Inspect alarm valves and their components in accordance with NFPA 25 – 13.4.1.2.
- 2.5.5 Inspect check valves in accordance with NFPA 25 – 13.4.2.1.
- 2.5.6 Conduct hydrostatic testing on piping from the fire department connection to the fire department check valve in accordance with NFPA 25 – 13.8.5.
- 2.5.7 Inspect internal piping in accordance with NFPA 25 – 14.2.1.1 and 14.2.1.2.
- 2.5.8 Test a representative sample of all sprinkler heads that have been in service for over 20 years and replace as required in accordance with NFPA 25 – 5.3.1.1.1.3.
- 2.5.9 Supply and post K factor on test pipe/valve so testing can be completed in accordance with NFPA 25 – 5.3.2.4. The Proponent shall be responsible for determining the K factor.

**2.6 Sports Plex – 18 Bunny Street, Kenora, Ontario**

- 2.6.1 Supply and install hydraulic placards to the sprinkler risers in accordance with NFPA 25 – 5.2.5. The Proponent shall be responsible for determining the appropriate placards required for full compliance with NFPA 25 – 5.2.5.
- 2.6.2 Supply and install signs on all control valves indicating the area it controls in accordance with NFPA 25 – 13.3.1.
- 2.6.3 Supply and post a list of all sprinklers installed in the building inside the sprinkler cabinet in accordance with NFPA 25 – 5.4.1.5.6.
- 2.6.4 Conduct a flow test on the system in accordance with NFPA 25 – 13.7.2.1
- 2.6.5 Conduct hydrostatic testing on piping from the fire department connection to the fire department check valve in accordance with NFPA 25 – 13.8.5.
- 2.6.6 Inspect backflow prevention assemblies to ensure all components are in good condition and good working order in accordance with NFPA 25 – 13.7.1.3.
- 2.6.7 Inspect the internal condition of the piping in accordance with NFPA 25 – 14.2.1.1.
- 2.6.8 Inspect check valves in accordance with NFPA 25 – 13.4.2.1.
- 2.6.9 Test all gauges against calibrated gauges in accordance with NFPA 25 – 13.2.7.2. Replace gauges as required.

**2.7 City Hall – 1 Main Street, Kenora, Ontario**

- 2.7.1 Supply and install hydraulic placards on sprinkler riser in accordance with NFPA 25 – 5.2.5. The Proponent shall be responsible for determining the appropriate placards required for full compliance with NFPA 25 – 5.2.5.
- 2.7.2 Test all gauges against calibrated gauges in accordance with NFPA 25 – 13.2.7.2. Replace gauges as required.
- 2.7.3 Inspect the internal condition of the piping in accordance with NFPA 25 – 14.2.1.1.
- 2.7.4 Inspect check valves in accordance with NFPA 25 – 13.4.2.1.
- 2.7.5 Conduct hydrostatic testing on piping from the fire department connection to the fire department check valve in accordance with NFPA 25 – 13.8.5.
- 2.7.6 Supply and post a list of all sprinklers installed in the building inside the sprinkler cabinet in accordance with NFPA 25 – 5.4.1.5.6.

- 2.7.7 Supply and install correct orifice on the test port so system can be tested in accordance with NFPA 25 – 5.3.2.4.
- 2.7.8 Conduct flow tests on all piping in accordance with NFPA 25 – 7.3.1.
- 2.7.9 Supply and place spare sprinkler head wrench in sprinkler cabinet in accordance with NFPA 25 – 5.2.1.4.

**3. General Scope**

- 3.1 Scope to include but not limited to the following:
  - 3.1.1 Any permitting as required.
  - 3.1.2 Coordination of work and any applicable shutdowns.
  - 3.1.3 All materials, tools and equipment required to perform the work as outlined in the scope of work.
  - 3.1.4 Contractor to verify and gather all their own information on site and prepare as-built sprinkler drawings of each facility.
  - 3.1.5 The deficiencies at the Douglas Family Art Centre are to be completed no later than June 26, 2026.
  - 3.1.6 The entire scope of work is to be completed no later than September 24, 2026.

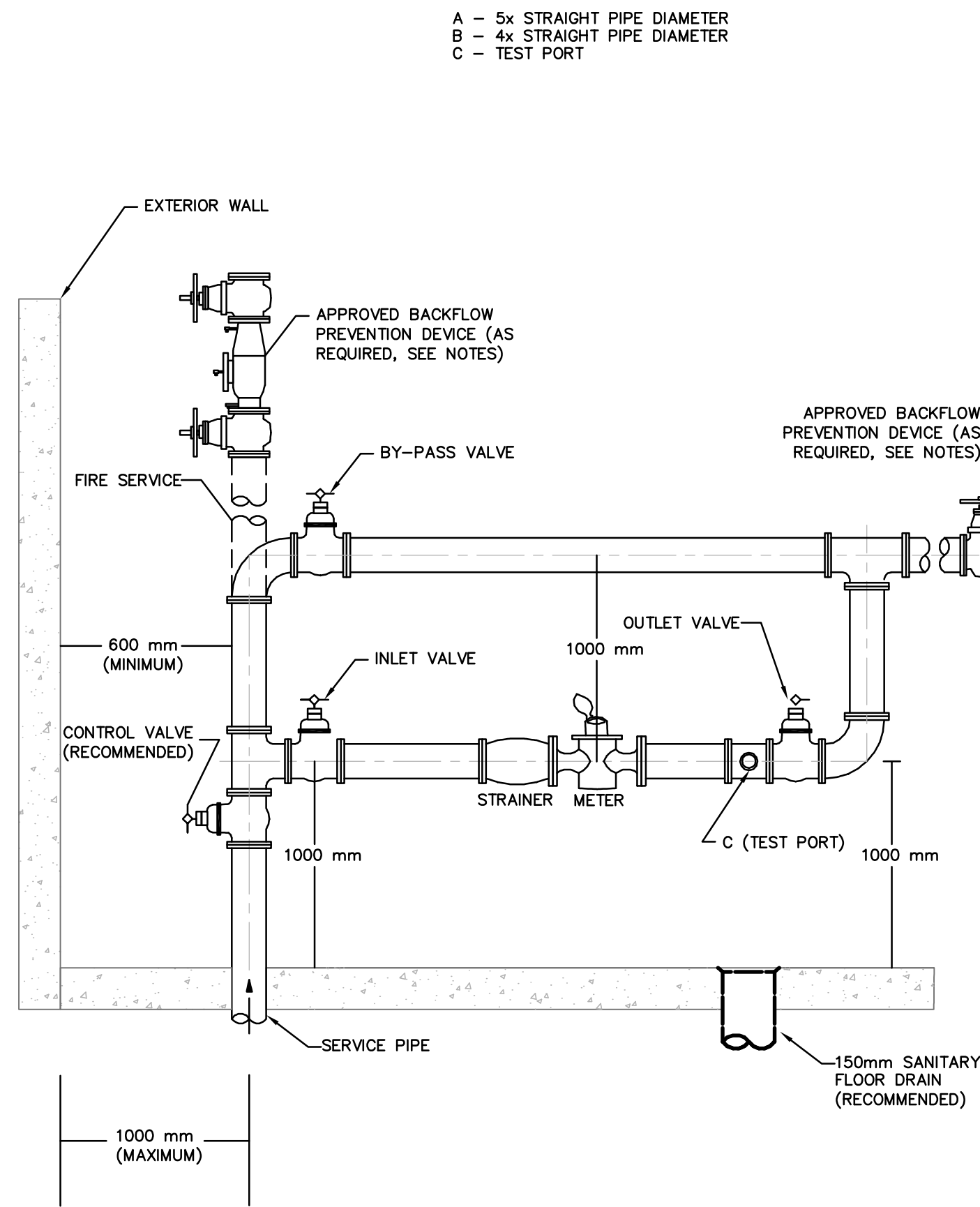
**END OF APPENDIX A**



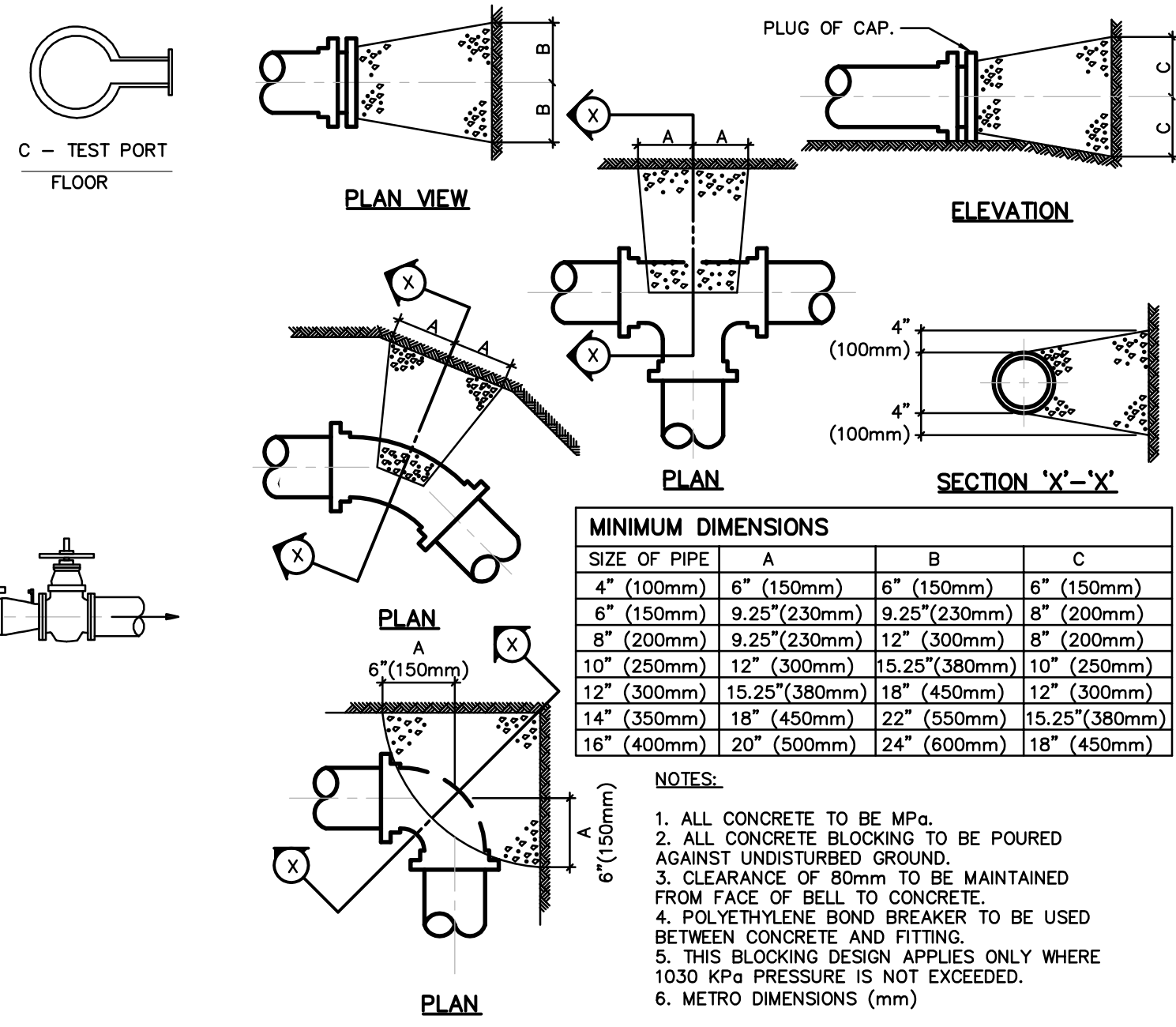
**CITY OF KENORA  
INVITATION TO TENDER**

**ITT#26-999-3**

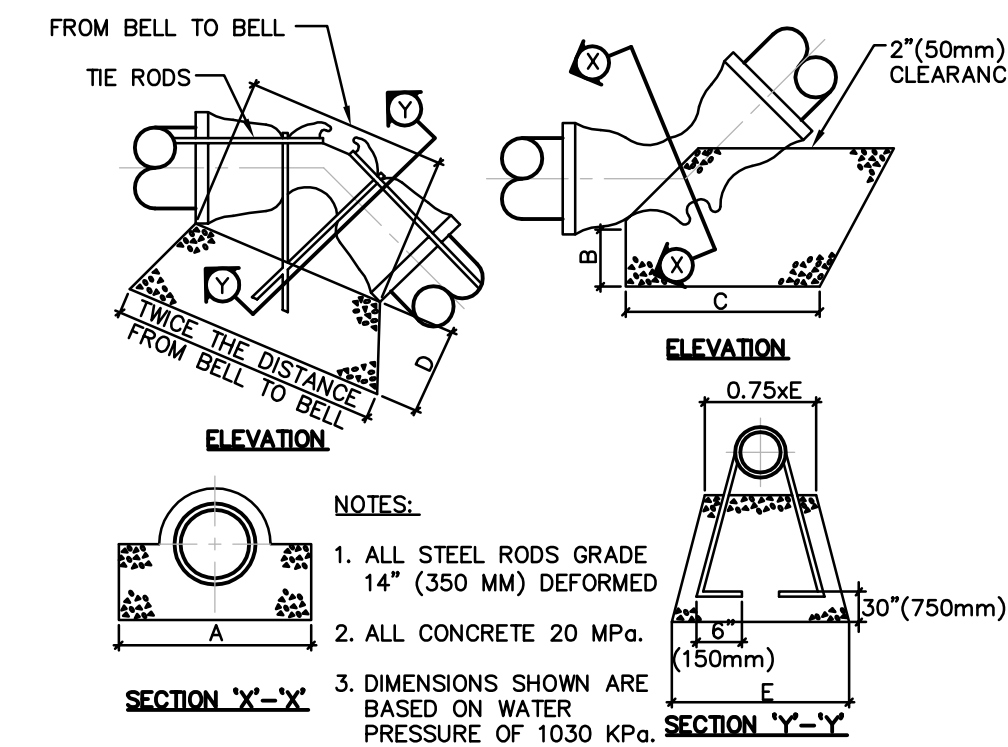
**Appendix B  
Sprinkler Drawings**



**1**  
C2 SCALE: NTS  
INSTALLATION DETAILS FOR COMPOUND, TURBINE OR ELECTROMAGNETIC TYPE WATER METER IN BUILDINGS



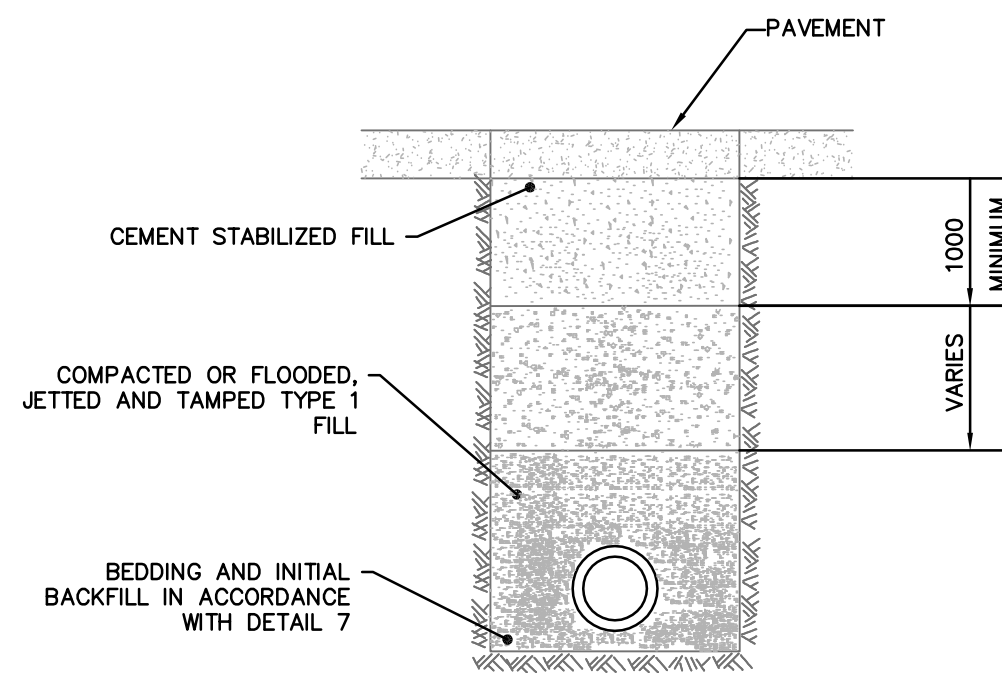
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C2 SCALE: NTS  
CONCRETE THRUST BLOCK DETAIL



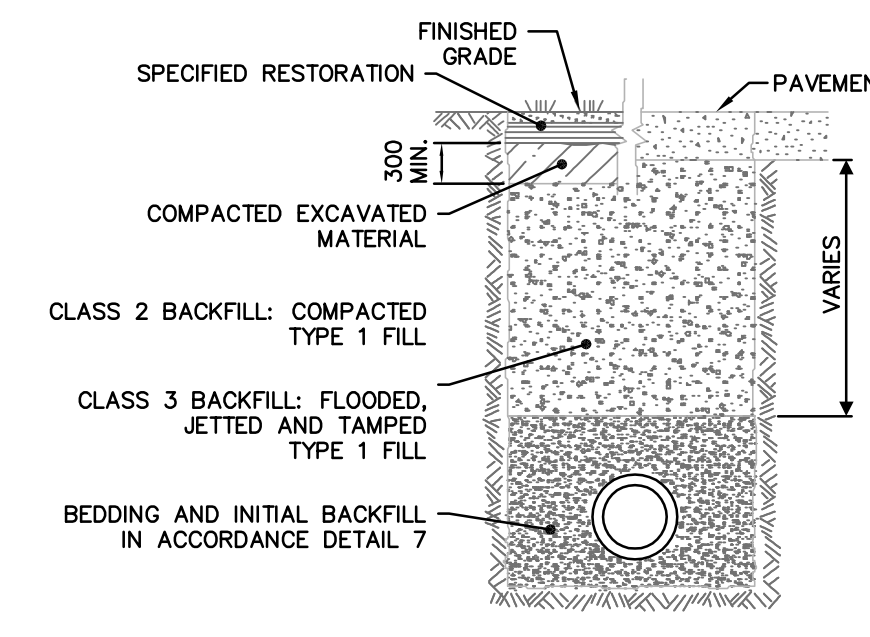
MINIMUM DIMENSION WATER PRESSURE UP TO 1030 KPa

SIZE OF BENDS	A	B	C	D	E
6" (150mm)	27" (675mm)	9" (225mm)	27" (675mm)	36" (900mm)	27" (675mm)
8" (200mm)	30" (750mm)	14" (350mm)	36" (900mm)	36" (900mm)	30" (750mm)
10" (250mm)	36" (900mm)	18" (450mm)	45" (1125mm)	45" (1125mm)	33" (825mm)
12" (300mm)	45" (1125mm)	23" (575mm)	54" (1350mm)	45" (1125mm)	36" (900mm)
16" (400mm)	54" (1350mm)	30" (750mm)	63" (1575mm)	54" (1350mm)	45" (1125mm)

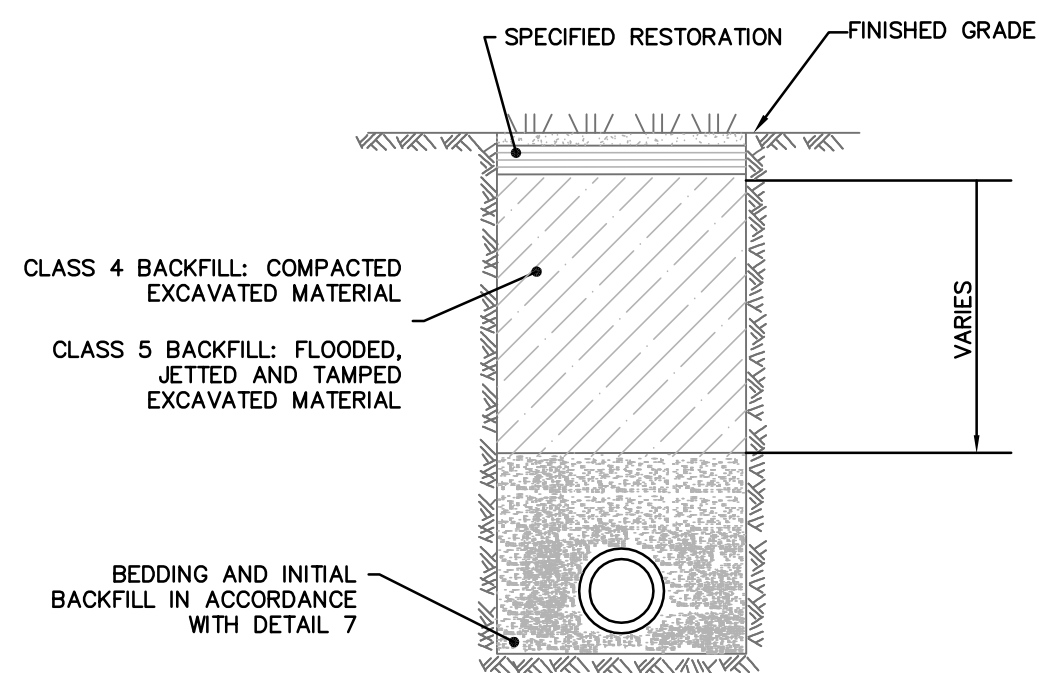
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C2 SCALE: NTS  
CONCRETE THRUST BLOCK DETAIL



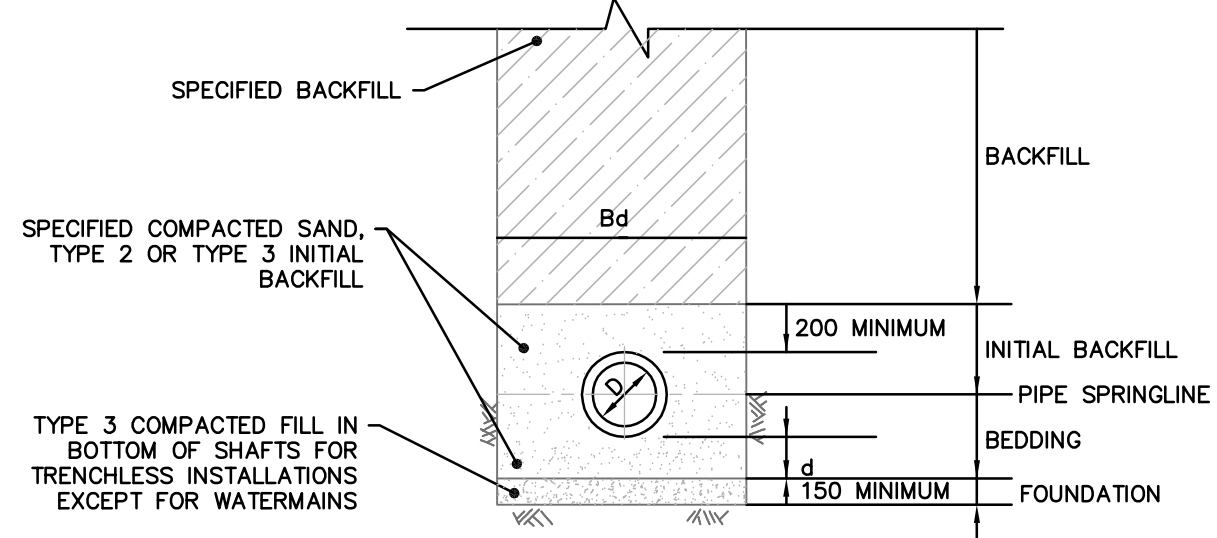
**4**  
C2 SCALE: NTS  
CLASS 1 BACKFILL



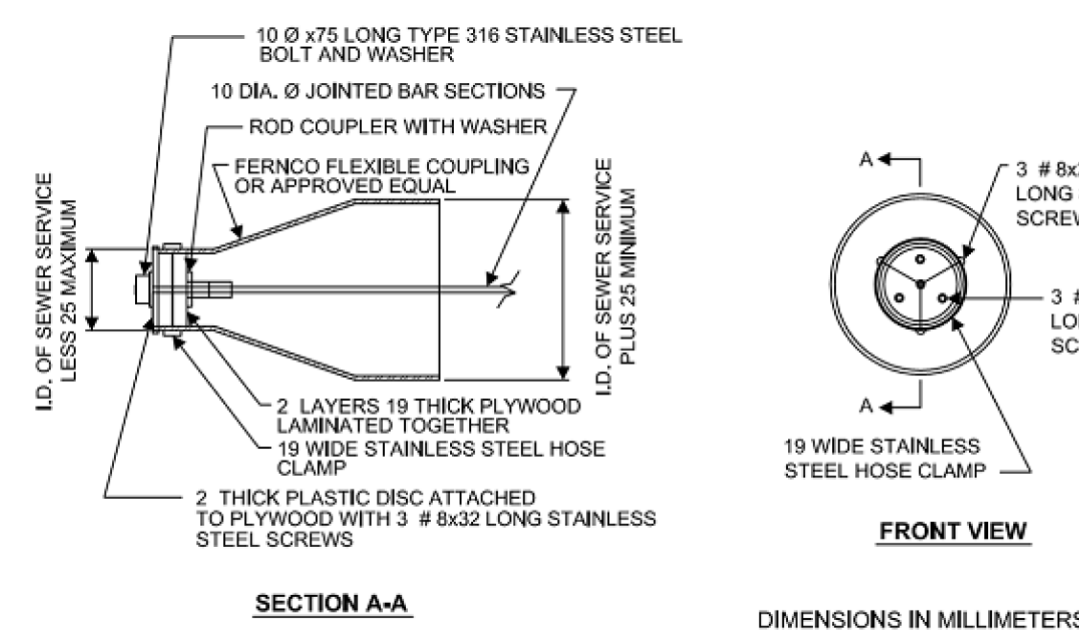
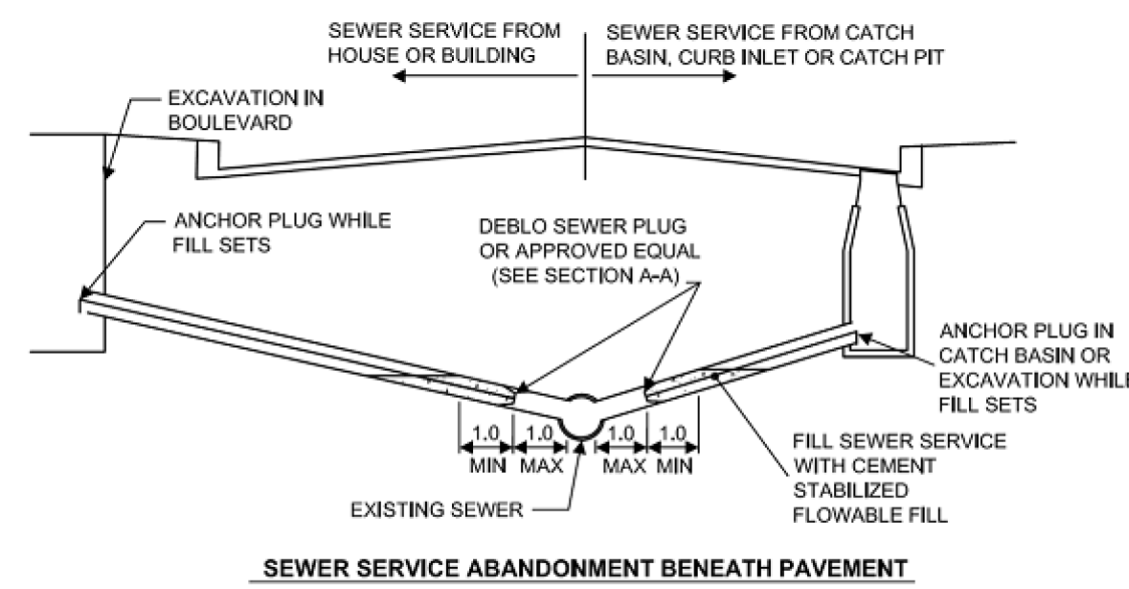
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C2 SCALE: NTS  
CLASS 2 AND CLASS 3 BACKFILL



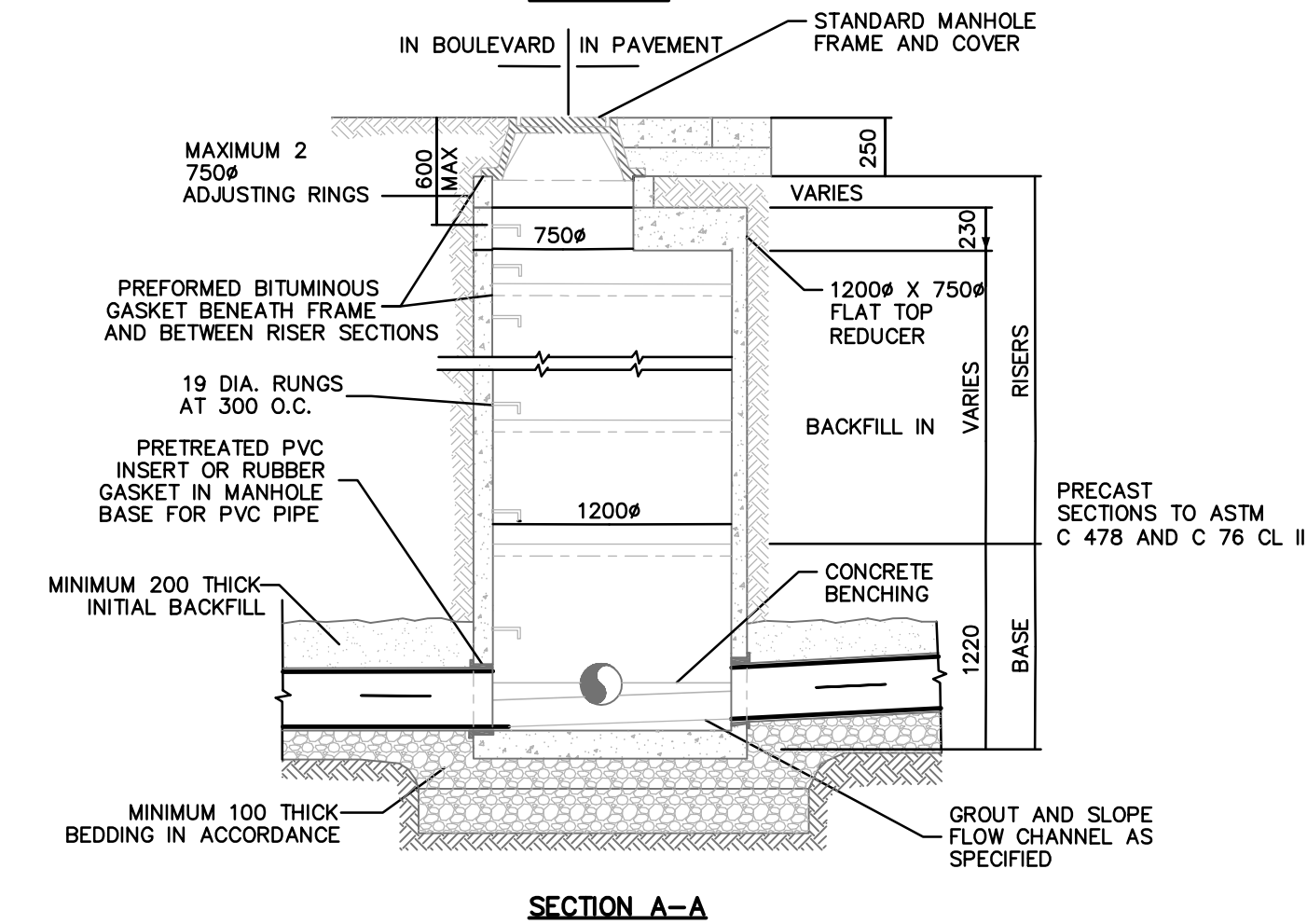
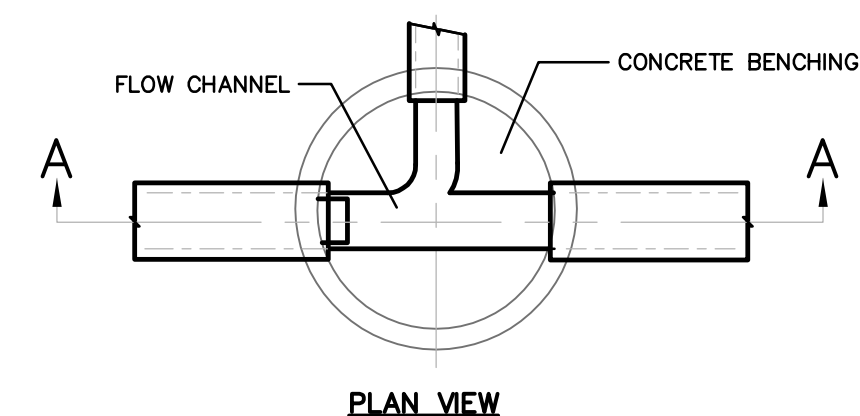
**6**  
C2 SCALE: NTS  
CLASS 4 AND CLASS 5 BACKFILL



**7**  
C2 SCALE: NTS  
CLASS B BEDDING

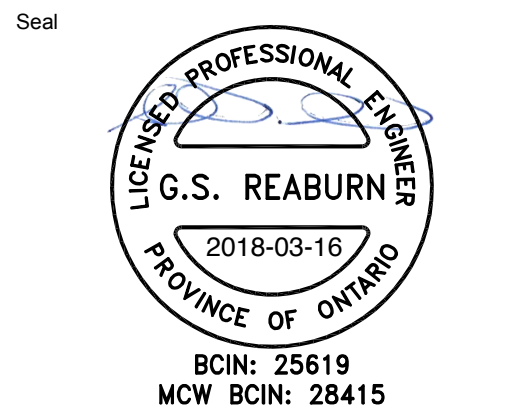
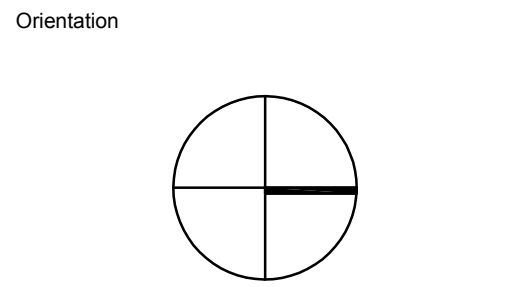


**8**  
C2 SCALE: NTS  
SEWER SERVICE ABANDONMENT BENEATH PAVEMENT



**9**  
C2 SCALE: NTS  
MANHOLE DETAIL

No	Revisions	Date
1	ISSUED FOR CONSTRUCTION	16/03/18



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A	A Detail No
B	B Sheet No where detailed



nelsonarchitectureinc.  
Project  
LAKE OF THE WOODS ART CENTRE

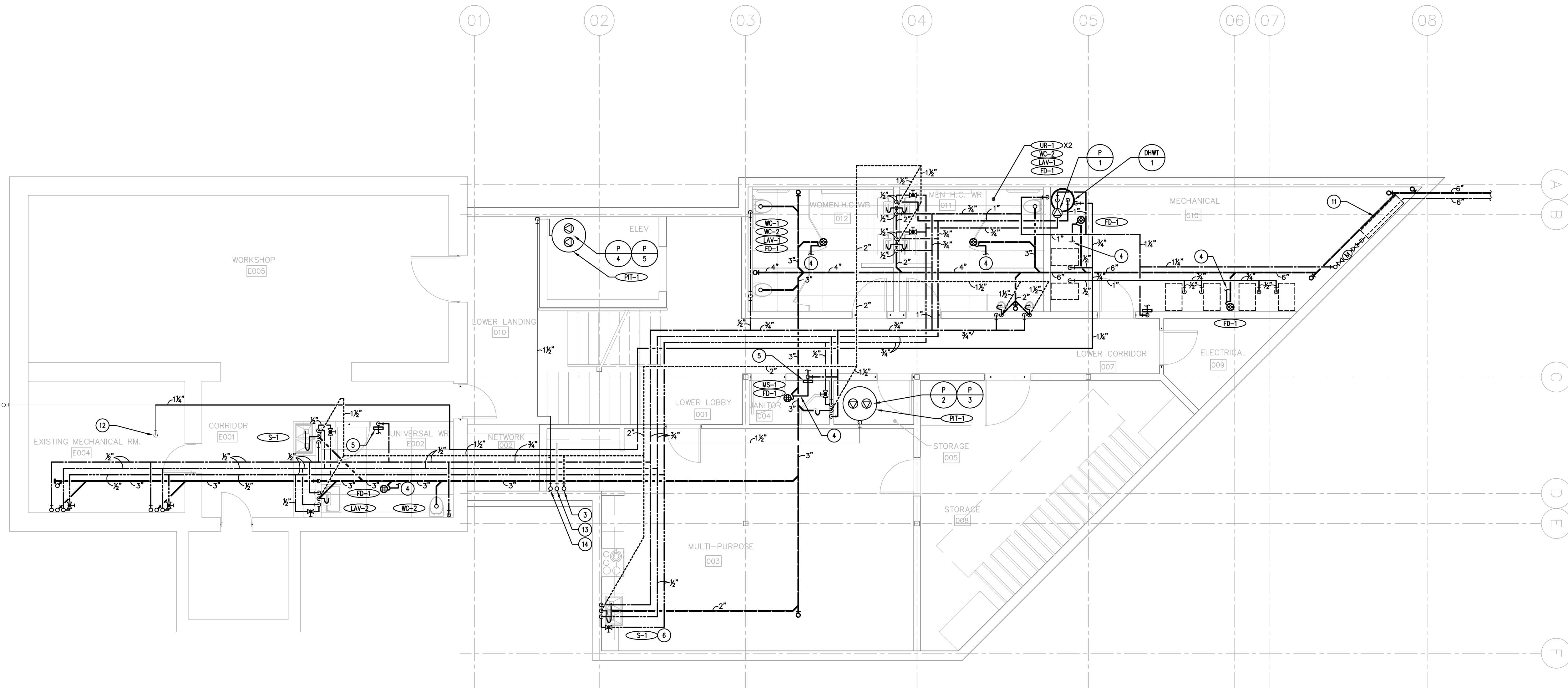
Location  
MAIN STREET  
KENORA, ONTARIO  
Project No Site No Building No

For  
LAKE OF THE WOODS MUSEUM

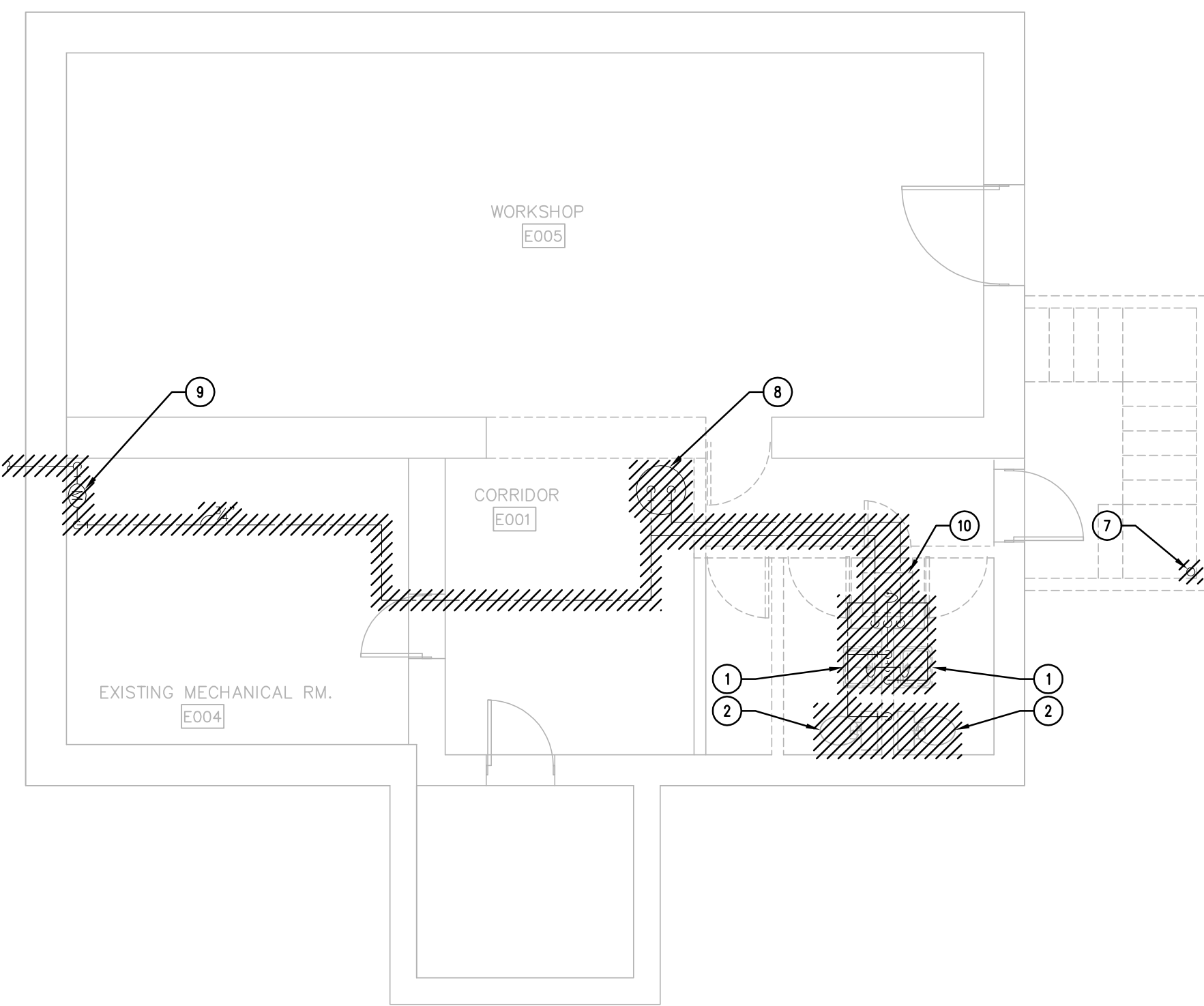
Details

Scale AS NOTED Date 16/03/18

Drawn by EJ  
Designed by CP  
Approved by CP  
Drawing No C2  
of



**2 BASEMENT FLOOR PLAN – PLUMBING RENOVATION LAYOUT**  
 SCALE: 3/16" = 1'-0"



**1 BASEMENT FLOOR PLAN – PLUMBING DEMOLITION LAYOUT**  
 SCALE: 3/16" = 1'-0"

**PLUMBING FIXTURE CONNECTION SIZES**

FIXTURE DESCRIPTION	SANITARY CONNECTION		DOMESTIC COLD H <sub>2</sub> O CONNECTION		DOMESTIC HOT H <sub>2</sub> O CONNECTION	
	INCHES	MM	INCHES	MM	INCHES	MM
WATER CLOSET WITH FLUSH TANK	3	75	0.5	12		
URINAL	2	50	0.75	19		
LAVATORY	1.25	32	0.5	12	0.5	12
KITCHEN SINK (SINGLE COMPARTMENT)	1.5	38	0.5	12	0.5	12
MOP SINK (FLOOR MOUNTED)	3	75	0.5	12	0.5	12
DISHWASHER (RESIDENTIAL)	1.5	38			0.5	12

**GENERAL NOTES:**

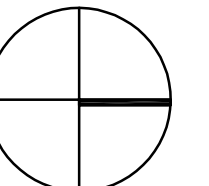
- THIS DRAWING IS DIAGRAMMATIC ONLY. DO NOT SCALE.
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- CONTRACTOR TO MAINTAIN DIGITAL PHOTOGRAPHIC RECORDS OF ALL INSTALLATIONS PRIOR TO CONCEALMENT BY SUPPORTING TRADES.
- MECHANICAL CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR FOR SCANNING, CUTTING AND PATCHING OF FLOOR AND SLAB TO DETERMINE EXACT LOCATION OF EXISTING DRAIN PIPES WHERE NEW DRAIN PIPES TIE IN.
- PROVIDE CAP ON ALL PIPING TO PREVENT DEBRIS ENTERING SYSTEM.
- PROVIDE PROWRAP (TM) OR APPROVED EQUAL ON ALL EXPOSED PIPING UNDER BARRIER FREE LAVATORIES AND SINKS.

**DRAWING NOTES:**

- EXISTING LAVATORY TO BE DEMOLISHED.
- EXISTING WATER CLOSET TO BE DEMOLISHED.
- 2½" VENT PIPE UP TO ROOF LEVEL.
- TRAP SEAL PRIMER CONNECTED TO COLD WATER LINE USING P.P.P., INC. MODEL PR-500 AUTOMATIC CAST BRASS TRAP SEAL PRIMER VALVE, CONNECTIONS WITH STRAINER AND INTEGRAL BACKFLOW PREVENTER AND VACUUM BREAKER. COMPLETE WITH VS-8 SUPPLY TUBE. REFER TO DETAIL 2/M10.
- ACCESS DOOR FOR TRAP SEAL PRIMER VALVE.
- PROVIDE DOMESTIC HOT WATER AND SANITARY CONNECTION FOR DISHWASHER.
- EXISTING VENT PIPE TO BE DEMOLISHED.
- EXISTING DOMESTIC HOT WATER HEATER TO BE DEMOLISHED C/W ALL ASSOCIATED DOMESTIC HOT AND COLD WATER PIPING.
- EXISTING WATER METER TO BE DEMOLISHED. PIPE TO BE CAPPED AT MAIN.
- EXISTING SINK TO BE DEMOLISHED.
- SPRINKLER TREE LOCATION.
- EXISTING 1" GAS PIPE TO EXISTING FURNACE.
- 1½" WEEPING TILE DISCHARGE PIPE UP TO MAIN FLOOR.
- 1½" ELEVATOR SUMP PUMP DISCHARGE PIPE UP TO MAIN FLOOR.

No	Revisions	Date
3	ISSUED FOR CONSTRUCTION	16/03/18
2	ISSUED FOR 90% REVIEW	15/02/18
1	ISSUED FOR REVIEW	12/06/17

Orientation



Seal



The Contractor shall check and verify all dimensions and report all errors and omissions to the Architect (as applicable) for his/her written direction before proceeding with the Work.

A	B
A Detail No	B Sheet No where detailed



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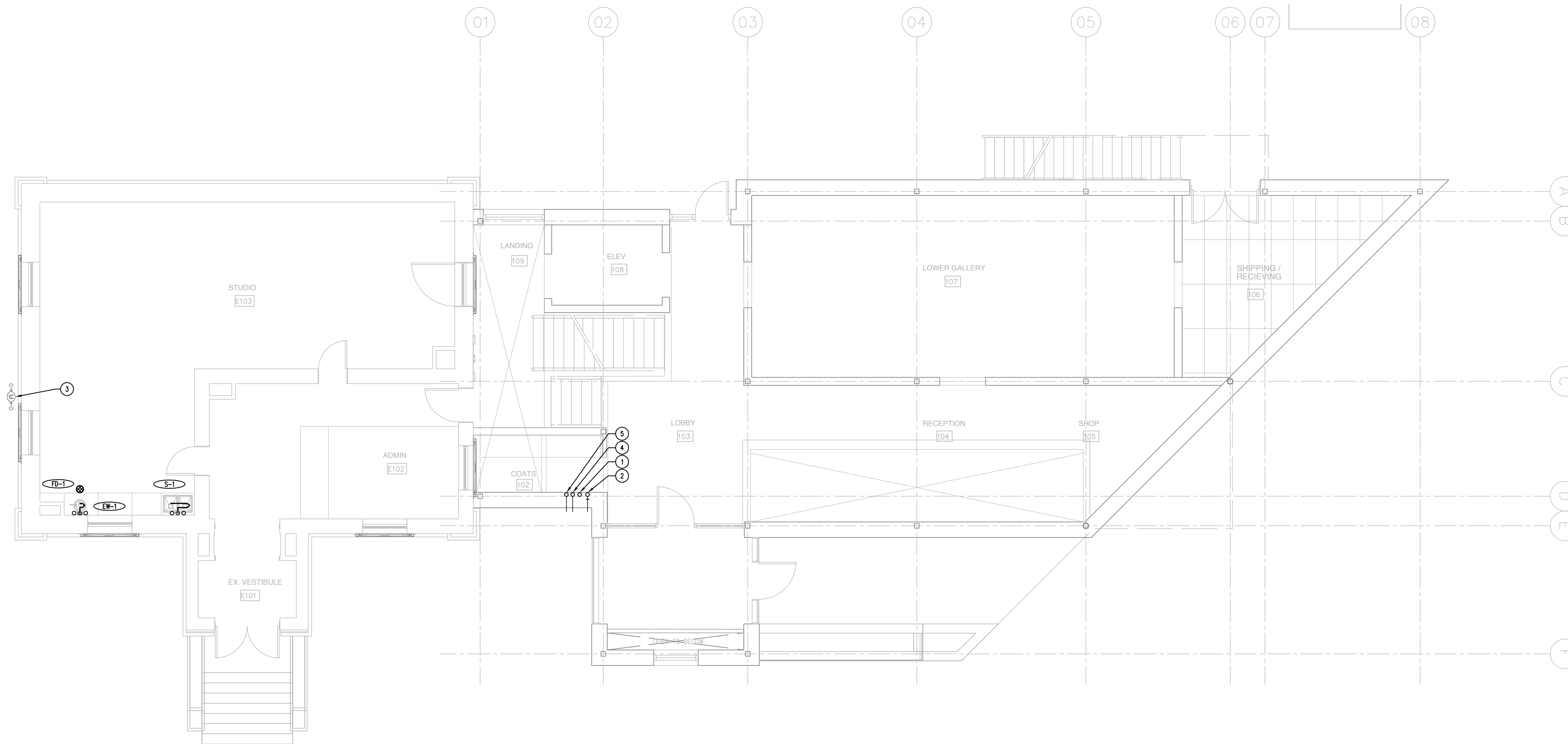
Project  
LAKE OF THE WOODS ART CENTRE

Location  
MAIN STREET  
KENORA, ONTARIO

For  
LAKE OF THE WOODS MUSEUM

Drawing Title

BASEMENT FLOOR PLAN - PLUMBING LAYOUT	
Scale AS NOTED	Date 16/03/18
Drawn by AB	Designed by AB
Approved by SR	M1 of



1 MAIN FLOOR PLAN – PLUMBING RENOVATION LAYOUT  
 M2 SCALE: 3/16" = 1'-0"

**GENERAL NOTES:**

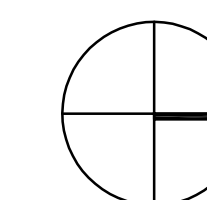
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- PROVIDE PROWRAP (TM) OR APPROVED EQUAL ON ALL EXPOSED PIPING UNDER BARRIER FREE LAVATORIES AND SINKS.

**DRAWING NOTES:**

- 2" VENT PIPE UP TO ROOF LEVEL.
- 6" RWL DOWN FROM SECOND FLOOR.
- EXISTING GAS METER TO REMAIN.
- 1 1/2" WEEPING TILE DISCHARGE PIPE FROM BELOW TO SPLASH TO GRADE.
- 1 1/2" ELEVATOR SUMP PUMP DISCHARGE PIPE FROM BELOW TO SPLASH TO GRADE.

No	Revisions	Date
3	ISSUED FOR CONSTRUCTION	16/03/18
2	ISSUED FOR 90% REVIEW	15/02/18
1	ISSUED FOR REVIEW	12/06/17

Orientation



Seal



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A	A Detail No
B	B Sheet No where detailed



11946

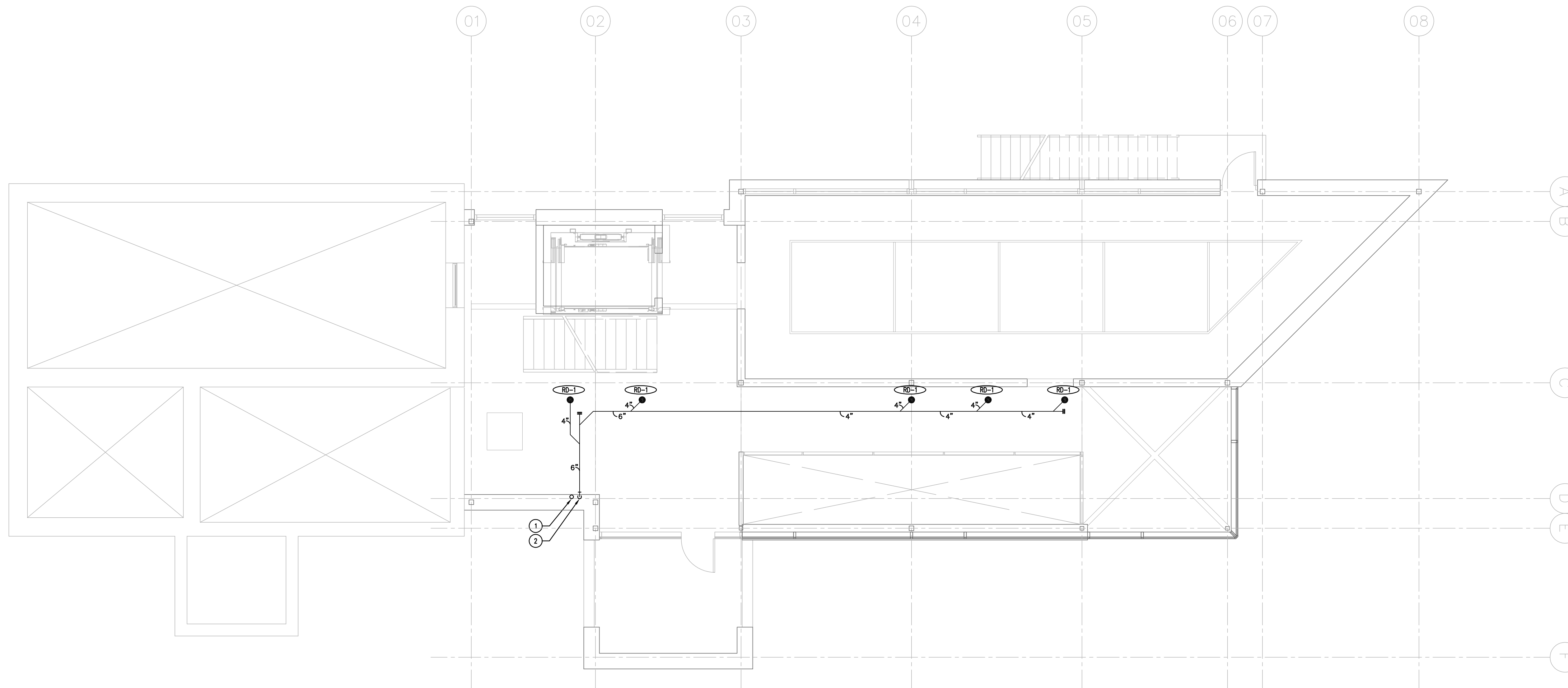
nelsonarchitectureinc.  
 Project  
 LAKE OF THE WOODS ART CENTRE


Location  
 MAIN STREET  
 KENORA, ONTARIO

Project No Site No Building No  
 For  
 LAKE OF THE WOODS MUSEUM

MAIN FLOOR PLAN -  
 PLUMBING LAYOUT

Scale AS NOTED	Date 16/03/18
Drawn by AB	Design No
Designed by AB	M2
Approved by SR	




**1** SECOND FLOOR PLAN – PLUMBING RENOVATION LAYOUT  
 M3 SCALE: 3/16" = 1'-0"

**GENERAL NOTES:**

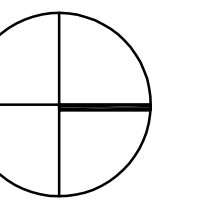
- THIS DRAWING IS DIAGRAMMATIC ONLY. DO NOT SCALE.
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**DRAWING NOTES:**

- 2" VENT PIPE UP TO ROOF LEVEL.
- 6" RWL DOWN TO MAIN FLOOR.

No	Revisions	Date
3	ISSUED FOR CONSTRUCTION	16/03/18
2	ISSUED FOR 90% REVIEW	15/02/18
1	ISSUED FOR REVIEW	12/06/17

Orientation



Seal



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A	Detail No
B	Sheet No where detailed

**MCW / AGE**  
 Consulting Professional Engineers  
 210-1011 Highway 404  
 Winnipeg, Manitoba, R3T 0A4  
 Phone: (204) 779-3900 Fax: (204) 779-1119  
 Email: mcw\_age@mcw.com

11946

**nelsonlarchitectureinc.**  
 Project  
 LAKE OF THE WOODS ART CENTRE

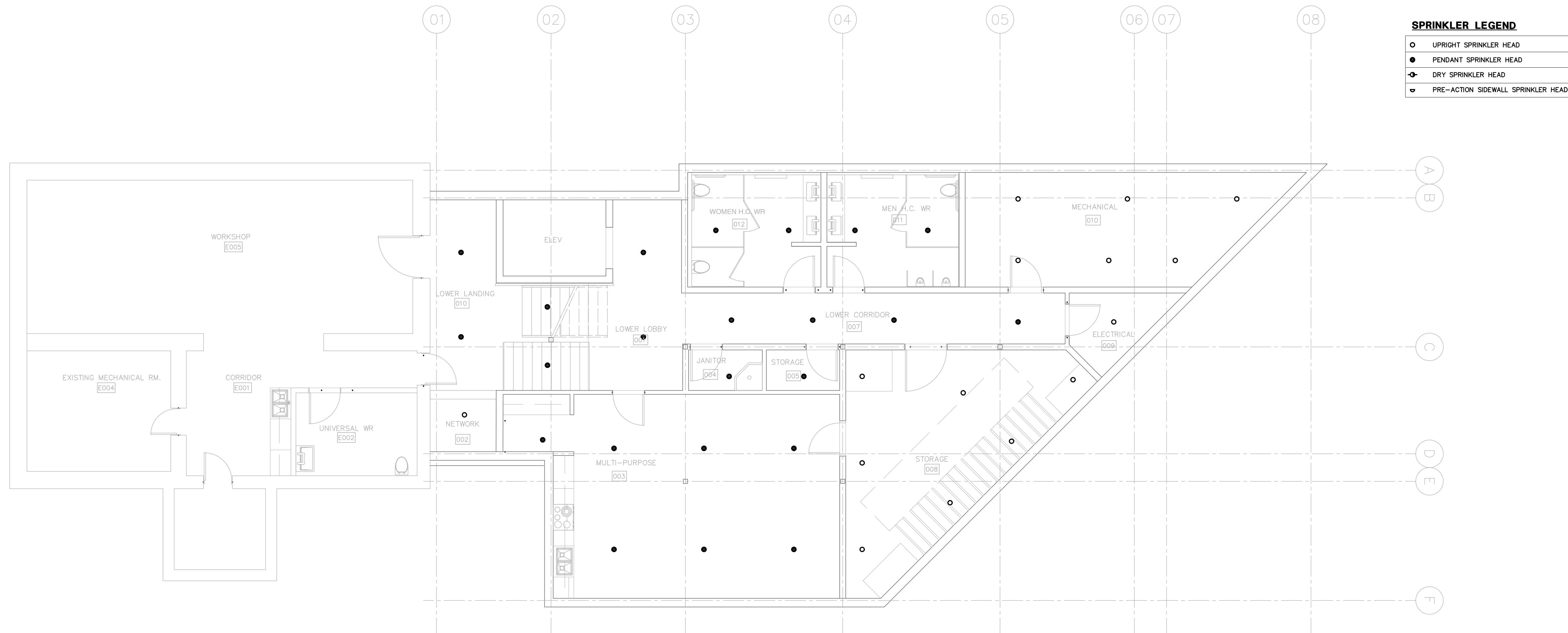
Location  
 MAIN STREET  
 KENORA, ONTARIO  
 Project No Site No Building No

For  
 LAKE OF THE WOODS MUSEUM

Drawing Title

MAIN FLOOR PLAN -  
 PLUMBING LAYOUT

Scale AS NOTED	Date 16/03/18
Drawn by AB	Drawing No
Designed by AB	<b>M3</b>
Approved by SR	

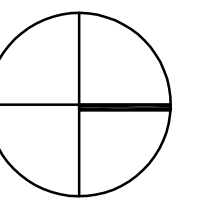


**SPRINKLER LEGEND**

○	UPRIGHT SPRINKLER HEAD
●	PENDANT SPRINKLER HEAD
◐	DRY SPRINKLER HEAD
◑	PRE-ACTION SIDEWALL SPRINKLER HEAD

No	Revisions	Date
3	ISSUED FOR CONSTRUCTION	16/03/18
2	ISSUED FOR 90% REVIEW	15/02/18
1	ISSUED FOR REVIEW	12/06/17

Orientation



Seal



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A	Detail No
B	Sheet No where detailed

**1 BASEMENT FLOOR PLAN – SPRINKLER LAYOUT**  
 SCALE: 3/16" = 1'-0"

**GENERAL NOTES:**

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- CONTRACTOR TO CONFIRM EXACT LOCATIONS OF HEADS AND BRANCH LINES ON SITE PRIOR TO TENDER.
- CONTRACTOR TO COORDINATE ALL NEW SPRINKLER PIPING WITH ALL EXISTING AND NEW SYSTEMS, ALONG WITH ARCHITECTURAL CEILING HEIGHTS. THERE SHALL BE NO EXTRAS TO THE CONTRACT OR ADJUSTMENTS TO CEILING HEIGHT TO COMPLETE THIS WORK. MAINTAIN AS MUCH CLEAR CEILING SPACE AS POSSIBLE.
- REFER TO ALL CONTRACT DRAWINGS, ARCHITECTURAL, MECHANICAL, STRUCTURAL AND ELECTRICAL FOR FINAL HEAD COORDINATION WHERE SPRINKLER HEADS ARE REQUIRED AND ARE NOT SPECIFICALLY SHOWN ON THESE DOCUMENTS IN NEW OR RETROFITTED AREAS, THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
- REFER TO ALL MECHANICAL AND ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR FIRE EXTINGUISHER LOCATIONS. WHERE FIRE EXTINGUISHERS ARE REQUIRED AND ARE NOT SPECIFICALLY SHOWN ON THESE DOCUMENTS IN NEW OR RETROFITTED AREAS, THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
- ALL NEW SPRINKLER HEAD ASSEMBLIES SHALL MATCH EXISTING.
- SPRINKLER HEADS TO MATCH CEILING HEIGHTS.
- REVIEW SITE FOR EXISTING CONDITIONS AND SPRINKLER HEAD COUNT PRIOR TO SUBMISSION OF TENDERS.



11946

**nelsonarchitectureinc.**  
 Project  
**LAKE OF THE WOODS ART CENTRE**

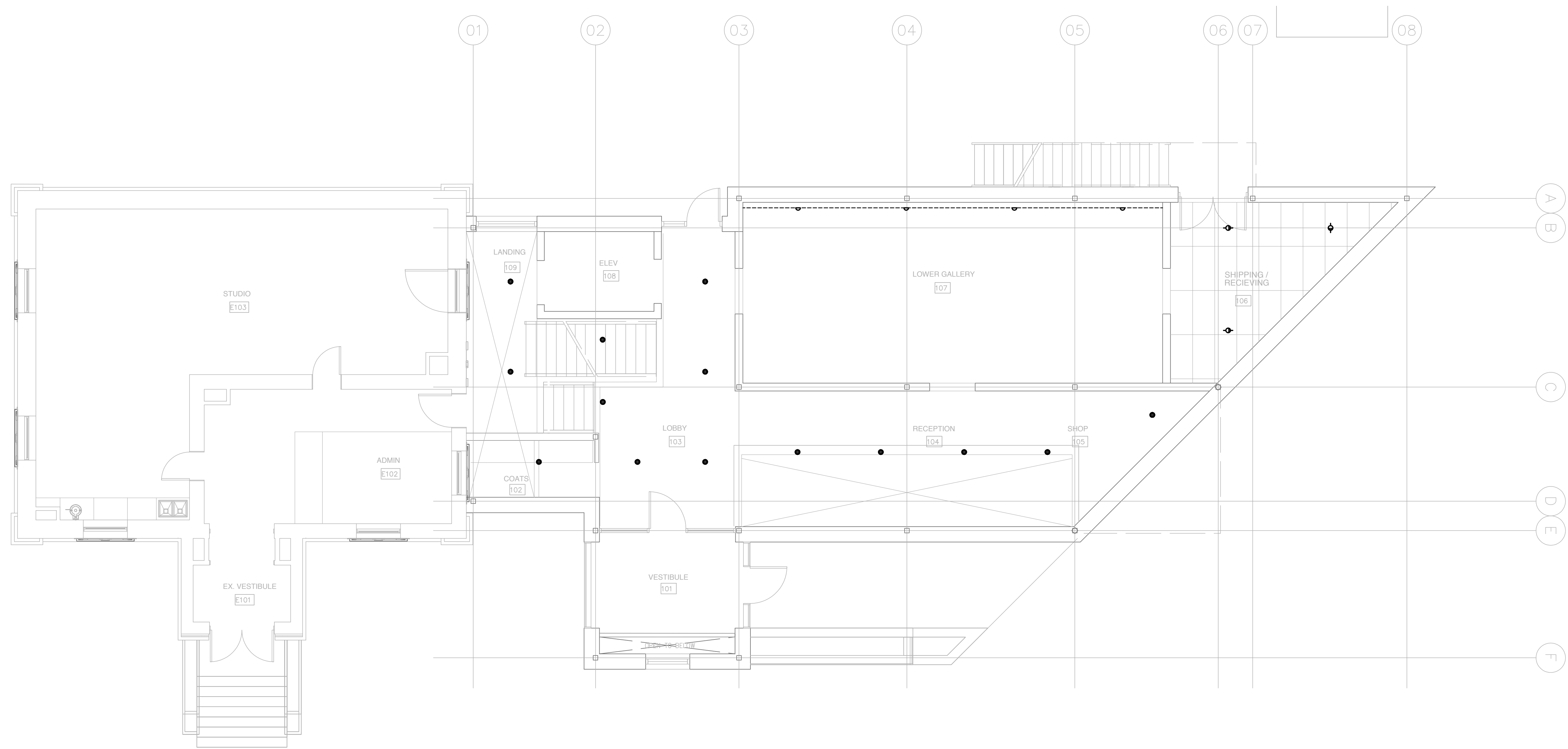
Location  
**MAIN STREET**  
**KENORA, ONTARIO**  
 Project No Site No Building No

For  
**LAKE OF THE WOODS MUSEUM**

Drawing Title

**BASEMENT FLOOR PLAN -  
 SPRINKLER LAYOUT**

Scale AS NOTED	Date 16/03/18
Drawn by AB	Drawing No
Designed by AB	<b>M4</b>
Approved by SR	



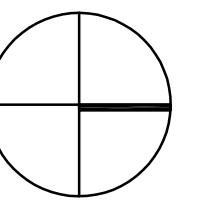
**1** MAIN FLOOR PLAN – SPRINKLER LAYOUT  
 M5 SCALE: 3/16" = 1'-0"

**GENERAL NOTES:**

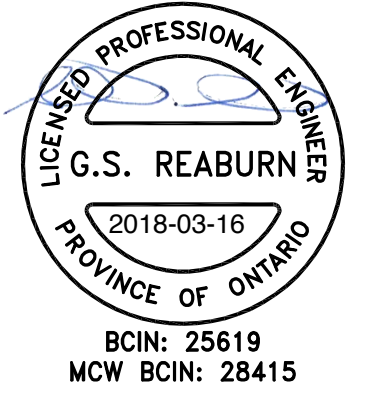
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- REFER TO ALL CONTRACT DRAWINGS, ARCHITECTURAL, MECHANICAL, STRUCTURAL AND ELECTRICAL FOR FINAL HEAD COORDINATION. WHERE SPRINKLER HEADS ARE REQUIRED AND ARE NOT SPECIFICALLY SHOWN ON THESE DOCUMENTS IN NEW OR RETROFITTED AREAS, THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
- REFER TO ALL MECHANICAL AND ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR FIRE EXTINGUISHER LOCATIONS. WHERE FIRE EXTINGUISHERS ARE REQUIRED AND ARE NOT SPECIFICALLY SHOWN ON THESE DOCUMENTS IN NEW OR RETROFITTED AREAS, THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
- ALL NEW SPRINKLER HEAD ASSEMBLIES SHALL MATCH EXISTING.
- SPRINKLER HEADS TO MATCH CEILING HEIGHTS.
- REVIEW SITE FOR EXISTING CONDITIONS AND SPRINKLER HEAD COUNT PRIOR TO SUBMISSION OF TENDERS.

No	Revisions	Date
3	ISSUED FOR CONSTRUCTION	16/03/18
2	ISSUED FOR 90% REVIEW	15/02/18
1	ISSUED FOR REVIEW	12/06/17

Orientation



Seal



The Contractor shall check and verify all dimensions and report all errors and omissions to the Architect (as applicable) for his/her written direction before proceeding with the Work.

A	A Detail No
B	B Sheet No where detailed

**MCW / AGE**  
 Consulting Professional Engineers  
 210-101 Wellington Avenue  
 Winnipeg, Manitoba, R2P 0A4  
 Phone: (204) 779-3900 Fax: (204) 779-1119  
 Email: mcw\_age@mcw.com

**nelsonarchitectureinc.**

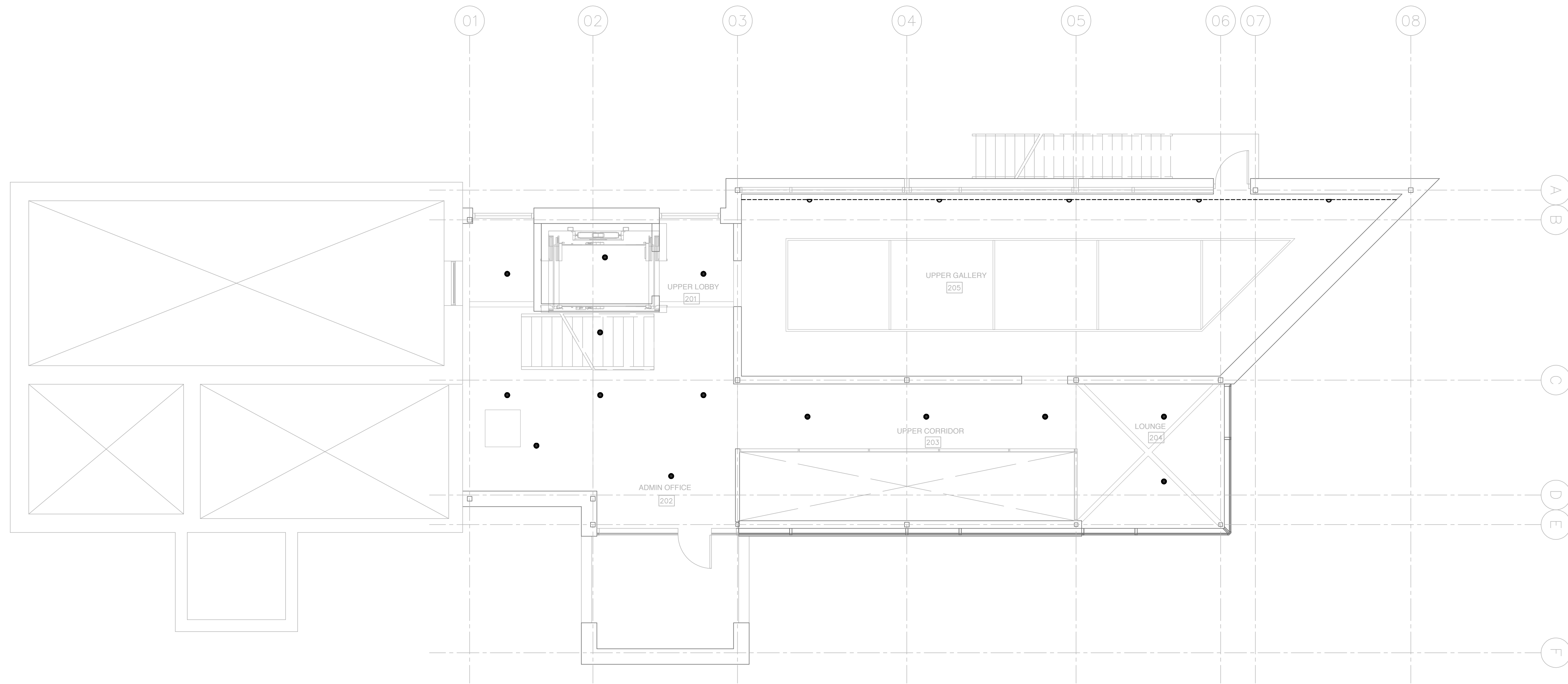
Project  
**LAKE OF THE WOODS ART CENTRE**

Location  
**MAIN STREET  
 KENORA, ONTARIO**

For  
**LAKE OF THE WOODS MUSEUM**

MAIN FLOOR PLAN -  
 SPRINKLER LAYOUT

Scale AS NOTED	Date 16/03/18
Drawn by AB	Drawing No
Designed by AB	<b>M5</b> of
Approved by SR	



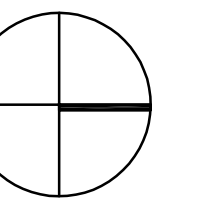
**1 SECOND FLOOR PLAN – SPRINKLER LAYOUT**  
 M6 SCALE: 3/16" = 1'-0"

**GENERAL NOTES:**

- THIS DRAWING IS DIAGRAMMATIC ONLY. DO NOT SCALE.
- THE MECHANICAL SYSTEMS SHOWN ARE APPROXIMATE IN LOCATION ONLY. CONTRACTOR TO VERIFY EXACT LOCATION OF SYSTEMS BEING MODIFIED ON SITE PRIOR TO COMMENCEMENT OF WORK.
- ALL WORK SHALL COMPLY WITH THE MOST CURRENT VERSION OF ALL APPLICABLE CODES AND STANDARDS, WHICH SHALL BE CONSIDERED PART OF THESE CONTRACT DOCUMENTS. IN THE CASE OF CONFLICTING REQUIREMENTS, THE MOST STRINGENT REGULATION SHALL PREVAIL.
- CONTRACTOR TO MAINTAIN CURRENT AND READILY REVIEWABLE AS-BUILT DRAWINGS ACCURATELY REFLECTING SITE INSTALLATIONS.
- CONTRACTOR TO ENSURE ALL MATERIALS MODIFIED OR INSTALLED IN AN AIR PLENUM ARE RATED FOR SUCH USE.
- CONTRACTOR TO MAINTAIN DIGITAL PHOTOGRAPHIC RECORDS OF ALL INSTALLATIONS PRIOR TO CONCEALMENT BY SUPPORTING TRADES.
- CONTRACTOR TO CONFIRM EXACT LOCATIONS OF HEADS AND BRANCH LINES ON SITE PRIOR TO TENDER.
- CONTRACTOR TO COORDINATE ALL NEW SPRINKLER PIPING WITH ALL EXISTING AND NEW SYSTEMS, ALONG WITH ARCHITECTURAL CEILING HEIGHTS. THERE SHALL BE NO EXTRAS TO THE CONTRACT OR ADJUSTMENTS TO CEILING HEIGHT TO COMPLETE THIS WORK. MAINTAIN AS MUCH CLEAR CEILING SPACE AS POSSIBLE.
- REFER TO ALL CONTRACT DRAWINGS, ARCHITECTURAL, MECHANICAL, STRUCTURAL AND ELECTRICAL FOR FINAL HEAD COORDINATION. WHERE SPRINKLER HEADS ARE REQUIRED AND ARE NOT SPECIFICALLY SHOWN ON THESE DOCUMENTS IN NEW OR RETROFITTED AREAS, THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
- REFER TO ALL MECHANICAL AND ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR FIRE EXTINGUISHER LOCATIONS. WHERE FIRE EXTINGUISHERS ARE REQUIRED AND ARE NOT SPECIFICALLY SHOWN ON THESE DOCUMENTS IN NEW OR RETROFITTED AREAS, THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
- ALL NEW SPRINKLER HEAD ASSEMBLIES SHALL MATCH EXISTING.
- SPRINKLER HEADS TO MATCH CEILING HEIGHTS.
- REVIEW SITE FOR EXISTING CONDITIONS AND SPRINKLER HEAD COUNT PRIOR TO SUBMISSION OF TENDERS.

No	Revisions	Date
3	ISSUED FOR CONSTRUCTION	16/03/18
2	ISSUED FOR 90% REVIEW	15/02/18
1	ISSUED FOR REVIEW	12/06/17

Orientation



Seal



BCIN: 25619  
 MCW BCIN: 28415

The Contractor shall check and verify all dimensions and report all errors and omissions to the Architect (as applicable) for his/her written direction before proceeding with the Work.

A	Detail No
B	Sheet No where detailed



nelsonarchitectureinc.

Project  
 LAKE OF THE WOODS ART CENTRE

Location  
 MAIN STREET  
 KENORA, ONTARIO

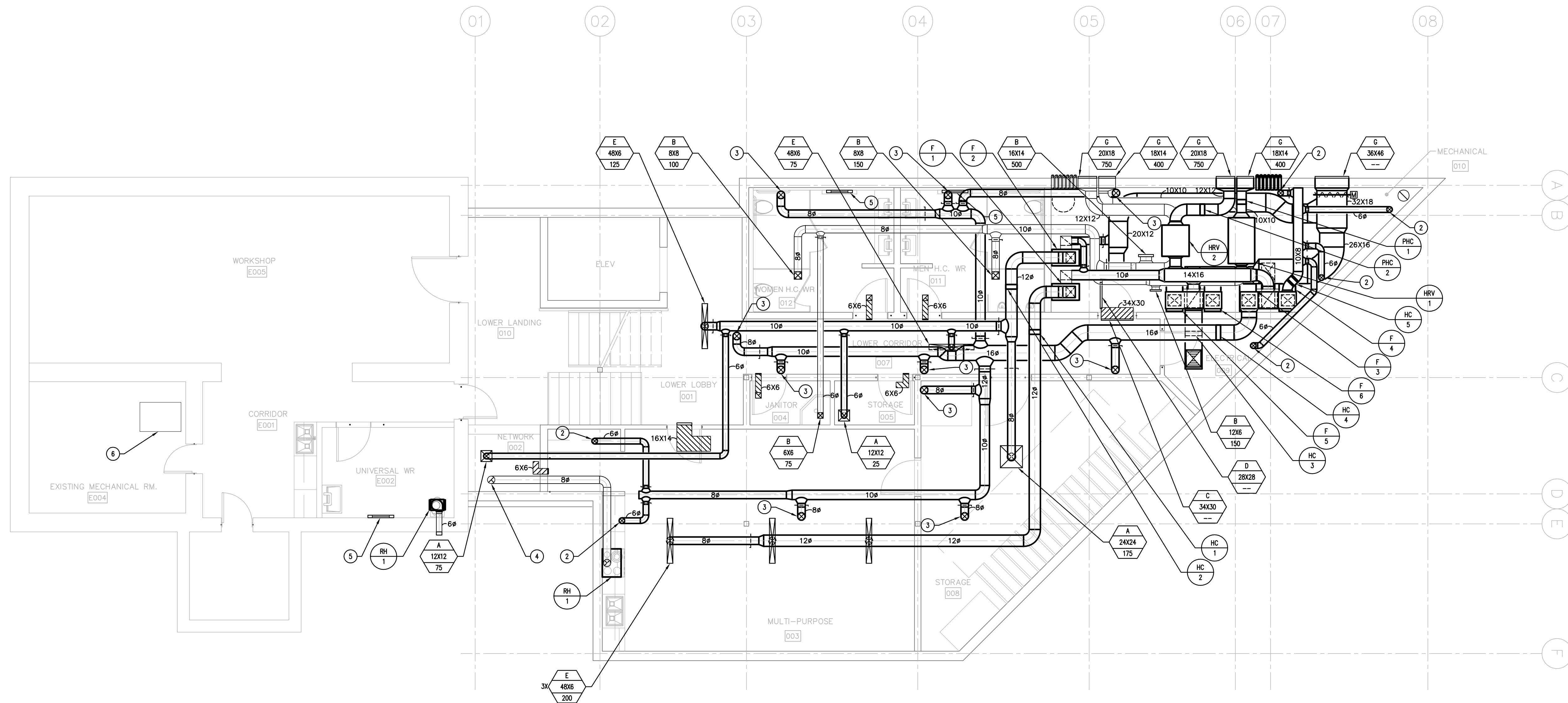
Project No Site No Building No

For  
 LAKE OF THE WOODS MUSEUM

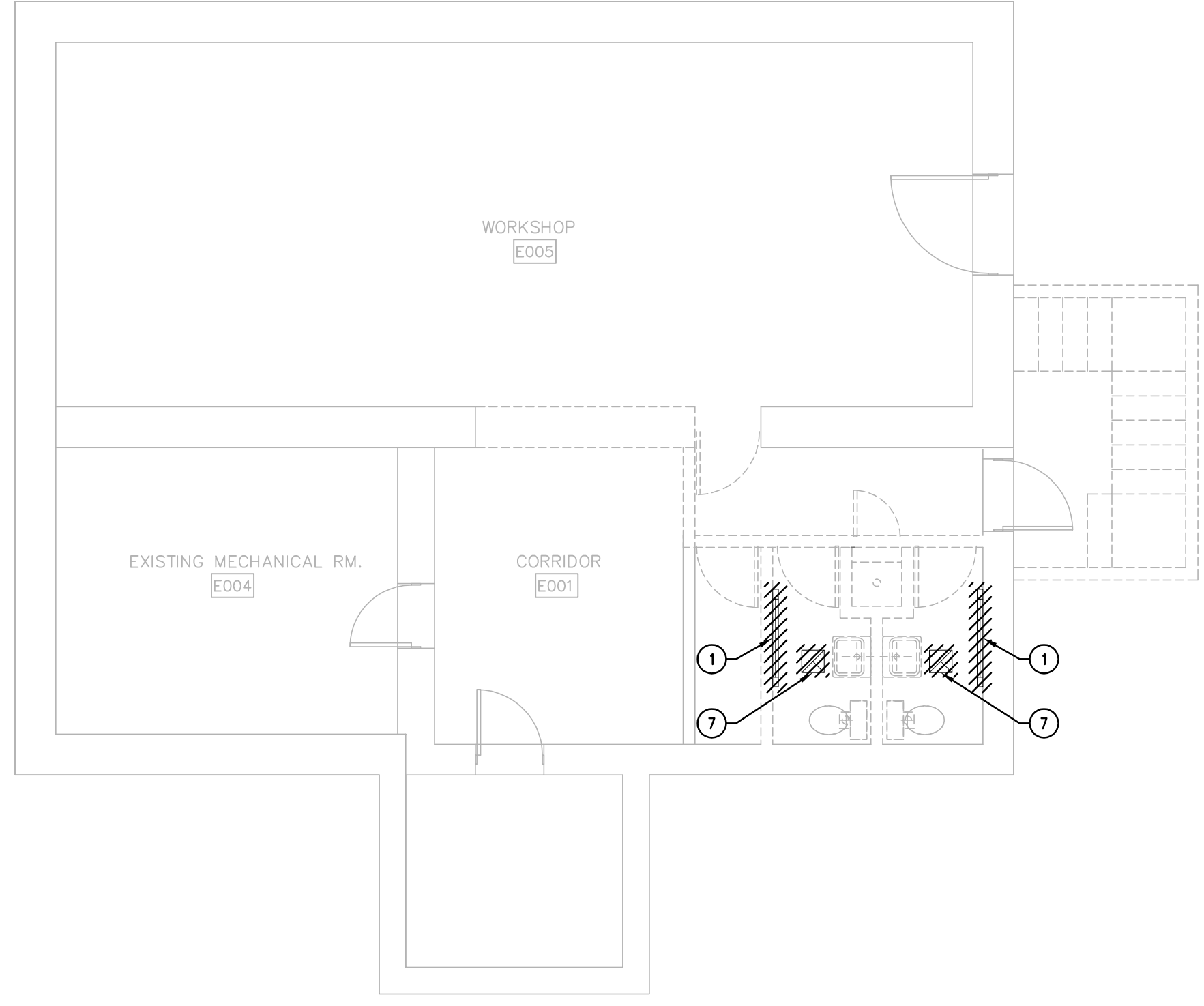
Drawing Title

SECOND FLOOR PLAN -  
 SPRINKLER LAYOUT

Scale AS NOTED	Date 16/03/18
Drawn by AB	Drawing No
Designed by AB	M6
Approved by SR	



**2 BASEMENT FLOOR PLAN – HVAC RENOVATION LAYOUT**  
 SCALE: 3/16" = 1'-0"



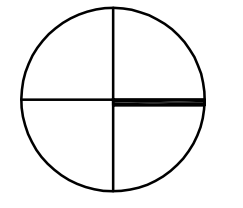
**1 BASEMENT FLOOR PLAN – HVAC DEMOLITION LAYOUT**  
 SCALE: 3/16" = 1'-0"

- GENERAL NOTES:**
- THIS DRAWING IS DIAGRAMMATIC ONLY. DO NOT SCALE.
  - THE MECHANICAL SYSTEMS SHOWN ARE APPROXIMATE IN LOCATION ONLY. CONTRACTOR TO VERIFY EXACT LOCATION OF SYSTEMS BEING MODIFIED ON SITE PRIOR TO COMMENCEMENT OF WORK.
  - ALL WORK SHALL COMPLY WITH THE MOST CURRENT VERSION OF ALL APPLICABLE CODES AND STANDARDS, WHICH SHALL BE CONSIDERED PART OF THESE CONTRACT DOCUMENTS. IN THE CASE OF CONFLICTING REQUIREMENTS, THE MOST STRINGENT REGULATION SHALL PREVAIL.
  - CONTRACTOR TO MAINTAIN CURRENT AND READILY REVIEWABLE AS-BUILT DRAWINGS ACCURATELY REFLECTING SITE INSTALLATIONS.
  - CONTRACTOR TO ENSURE ALL MATERIALS MODIFIED OR INSTALLED IN AN AIR PLENUM ARE RATED FOR SUCH USE.
  - CONTRACTOR TO MAINTAIN DIGITAL PHOTOGRAPHIC RECORDS OF ALL INSTALLATIONS PRIOR TO CONCEALMENT BY SUPPORTING TRADES.
  - MECHANICAL CONTRACTOR TO ALLOW FOR ADDITIONAL PIPING WITHIN MECHANICAL ROOM AS REQUIRED TO CONNECT TO PIECES OF EQUIPMENT (PROVIDED BY MECHANICAL CONTRACTOR OR OWNER) BASED ON FINAL ROOM LAYOUT AND FINAL CONNECTION POINT LOCATION OF EQUIPMENT.
  - FLARE DUCTWORK AS REQUIRED TO SUIT CONNECTION SIZE OR OPENING TO MECHANICAL EQUIPMENT.
  - PROVIDE FIRE DAMPERS AT EACH LOCATION WHERE A DUCT PENETRATES A FIRE SEPARATION OR FIRE WALL. REFER TO ARCHITECTURAL PLANS FOR LOCATIONS OF FIRE SEPARATIONS AND FIRE WALLS, AND THEIR RATINGS.
  - PROVIDE CEILING DAMPERS FOR ALL DIFFUSERS, GRILLES OR REGISTERS LOCATED IN FIRE RATED CEILINGS. DIFFUSERS TO BE PROTECTED BY CK 2000 THERMAL BLANKET WHERE REQUIRED. REFER TO ARCHITECTURAL DRAWINGS FOR LOCATIONS OF FIRE RATED CEILINGS.
  - FINS TO BE CLEANED AND COMBED PRIOR TO BEING INSTALLED.
  - DUCTS BEING INSTALLED TO BE WIPED CLEAN AND HAVE SEAMS SEALED AS PER MECHANICAL SPECIFICATION.
  - MECHANICAL COMPONENTS BEING STORED ON SITE TO BE PROTECTED UNTIL INSTALLATION INTO SYSTEM.

- DRAWING NOTES:**
- EXISTING ELECTRIC BASEBOARD HEATER TO BE DEMOLISHED.
  - NEW 6" SUPPLY DUCT UP TO NEW FLOOR GRILLE ABOVE.
  - NEW 8" SUPPLY DUCT UP TO NEW FLOOR GRILLE ABOVE.
  - NEW 8" EXHAUST DUCT UP TO MAIN FLOOR.
  - NEW 0.5KW ELECTRIC BASEBOARD HEATER. REFER TO ELECTRICAL.
  - EXISTING FURNACE TO REMAIN.
  - EXISTING WASHROOM EXHAUST SYSTEM TO BE DEMOLISHED.

No	Revisions	Date
3	ISSUED FOR CONSTRUCTION	16/03/18
2	ISSUED FOR 90% REVIEW	15/02/18
1	ISSUED FOR REVIEW	12/06/17

Orientation



Seal

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A	Detail No
B	Sheet No where detailed

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 Email: mcw\_age@mcw.com

11946

**nelsonarchitectureinc.**

Project  
**LAKE OF THE WOODS ART CENTRE**

Location  
**MAIN STREET  
 KENORA, ONTARIO**

Project No \_\_\_\_\_ Site No \_\_\_\_\_ Building No \_\_\_\_\_

For  
**LAKE OF THE WOODS MUSEUM**

Scale  
**AS NOTED**

Date  
**16/03/18**

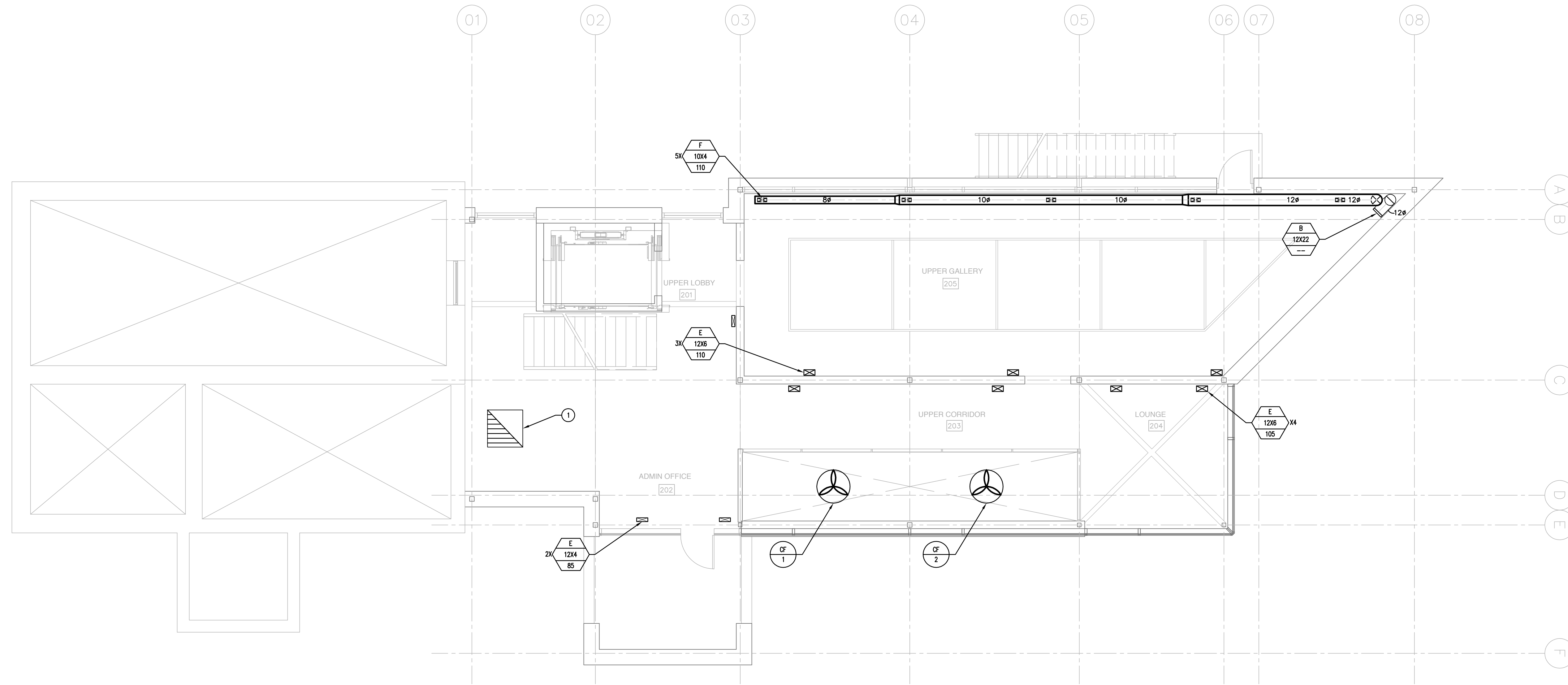
Drawn by  
**AB**

Designed by  
**AB**

Approved by  
**SR**

**M7**

of



**1 SECOND FLOOR PLAN – HVAC LAYOUT**  
 SCALE: 3/16" = 1'-0"

**GENERAL NOTES:**

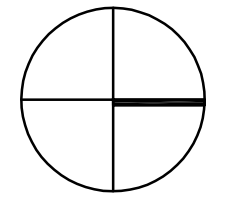
- THIS DRAWING IS DIAGRAMMATIC ONLY. DO NOT SCALE.
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- CONTRACTOR TO MAINTAIN CURRENT AND READILY REVIEWABLE AS-BUILT DRAWINGS ACCURATELY REFLECTING SITE INSTALLATIONS.
- CONTRACTOR TO ENSURE ALL MATERIALS MODIFIED OR INSTALLED IN AN AIR PLENUM ARE RATED FOR SUCH USE.
- CONTRACTOR TO MAINTAIN DIGITAL PHOTOGRAPHIC RECORDS OF ALL INSTALLATIONS PRIOR TO CONCEALMENT BY SUPPORTING TRADES.
- MECHANICAL CONTRACTOR TO ALLOW FOR ADDITIONAL PIPING WITHIN MECHANICAL ROOM AS REQUIRED TO CONNECT TO PIECES OF EQUIPMENT (PROVIDED BY MECHANICAL CONTRACTOR OR OWNER) BASED ON FINAL ROOM LAYOUT AND FINAL CONNECTION POINT LOCATION OF EQUIPMENT.
- FLARE DUCTWORK AS REQUIRED TO SUIT CONNECTION SIZE OR OPENING TO MECHANICAL EQUIPMENT.
- PROVIDE FIRE DAMPERS AT EACH LOCATION WHERE A DUCT PENETRATES A FIRE SEPARATION OR FIRE WALL. REFER TO ARCHITECTURAL PLANS FOR LOCATIONS OF FIRE SEPARATIONS AND FIRE WALLS, AND THEIR RATINGS.
- PROVIDE CEILING DAMPERS FOR ALL DIFFUSERS, GRILLES OR REGISTERS LOCATED IN FIRE RATED CEILINGS. DIFFUSERS TO BE PROTECTED BY CK 2000 THERMAL BLANKET WHERE REQUIRED. REFER TO ARCHITECTURAL DRAWINGS FOR LOCATIONS OF FIRE RATED CEILINGS.
- FINS TO BE CLEANED AND COMBED PRIOR TO BEING INSTALLED.
- DUCTS BEING INSTALLED TO BE WIPED CLEAN AND HAVE SEAMS SEALED AS PER MECHANICAL SPECIFICATION.
- MECHANICAL COMPONENTS BEING STORED ON SITE TO BE PROTECTED UNTIL INSTALLATION INTO SYSTEM.

**DRAWING NOTES:**

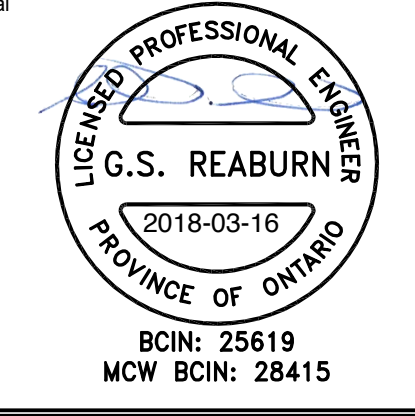
- 40X38 RELIEF AIR OPENING THROUGH ROOF.

No	Revisions	Date
3	ISSUED FOR CONSTRUCTION	16/03/18
2	ISSUED FOR 90% REVIEW	15/02/18
1	ISSUED FOR REVIEW	12/06/17

Orientation



Seal



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A	Detail No
B	Sheet No where detailed



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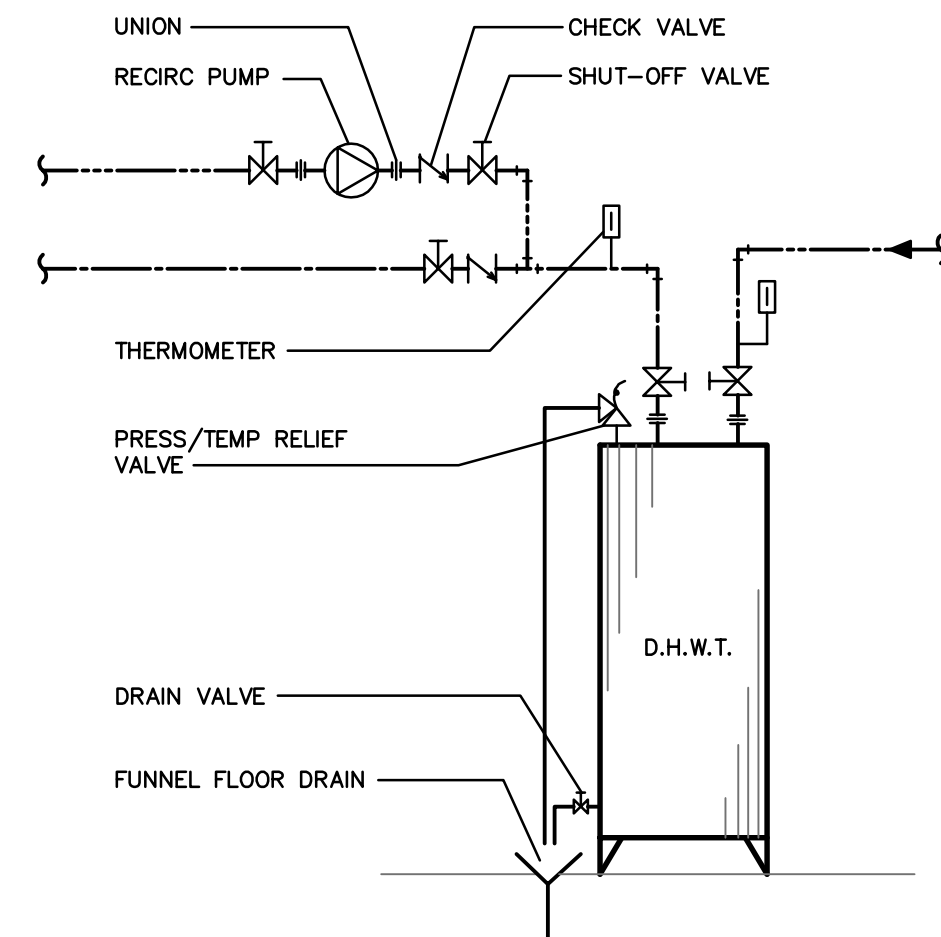
Project  
LAKE OF THE WOODS ART CENTRE

Location  
MAIN STREET  
KENORA, ONTARIO

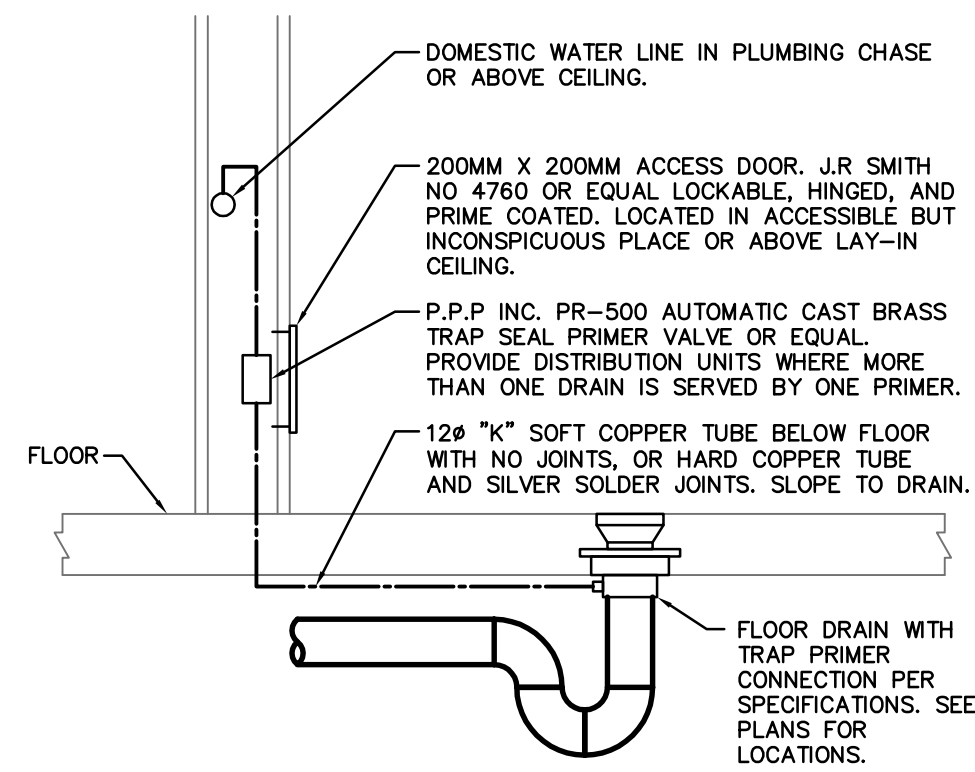
For  
LAKE OF THE WOODS MUSEUM

Drawing Title

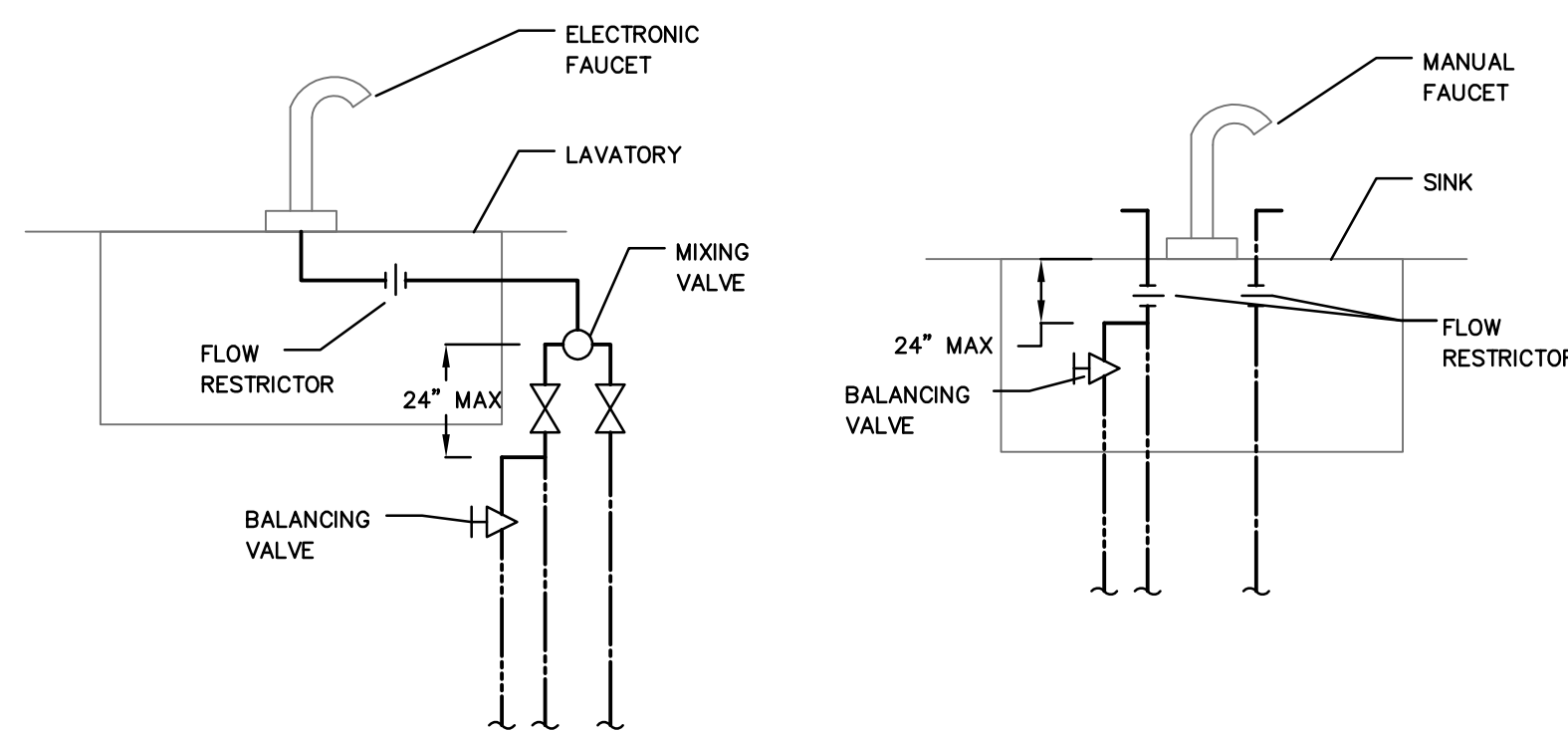
Scale AS NOTED	Date 16/03/18
Drawn by AB	Drawing No M9
Designed by AB	of
Approved by SR	



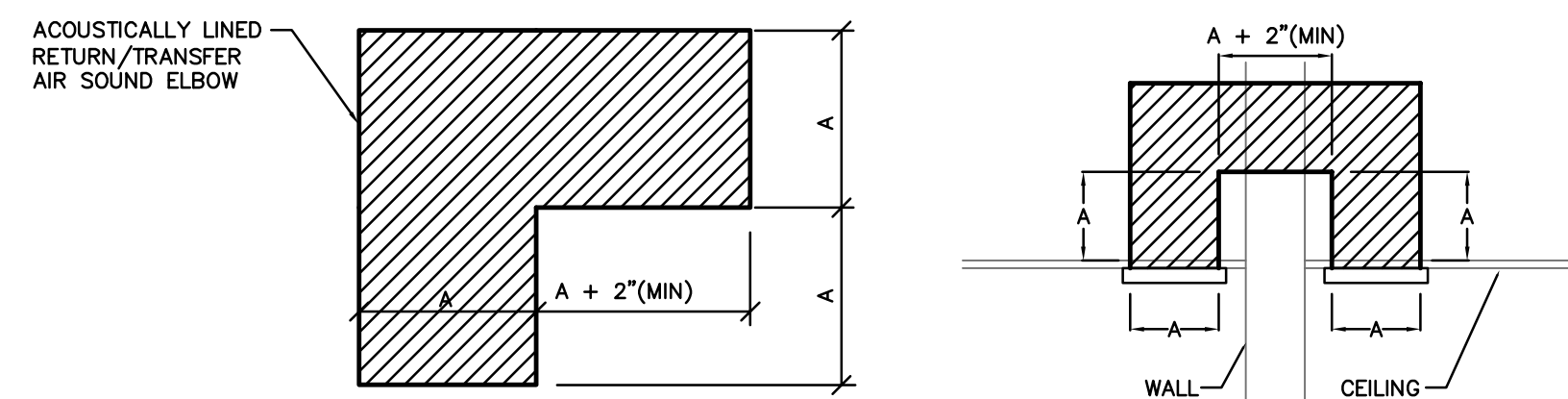
**1 DOMESTIC HOT WATER TANK DETAIL**  
M10 SCALE: N.T.S



**2 TYPICAL TRAP PRIMER DETAIL**  
M10 SCALE: N.T.S



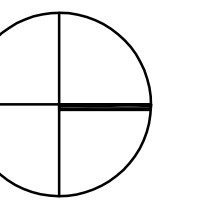
**3 TYPICAL DOMESTIC WATER TO FIXTURE DETAIL**  
M10 SCALE: N.T.S



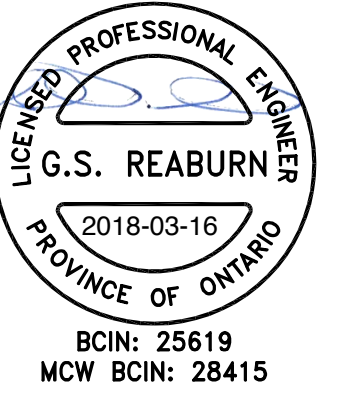
**4 TRANSFER AIR DETAIL**  
M10 SCALE: N.T.S

No	Revisions	Date
3	ISSUED FOR CONSTRUCTION	16/03/18
2	ISSUED FOR 90% REVIEW	15/02/18
1	ISSUED FOR REVIEW	12/06/17

Orientation



Seal



The Contractor shall check and verify all dimensions and report all errors and omissions to the Architect (as applicable) for his/her written direction before proceeding with the Work.

A	A Detail No
B	B Sheet No where detailed

**MCW / AGE**  
Consulting Professional Engineers  
210-101 Wellington Avenue  
Windsor, Ontario N9H 1G4  
Phone: (519) 779-3900 Fax: (519) 779-1119  
EMAIL: mcw\_age@rogers.com

**nelson|architecture|inc.**

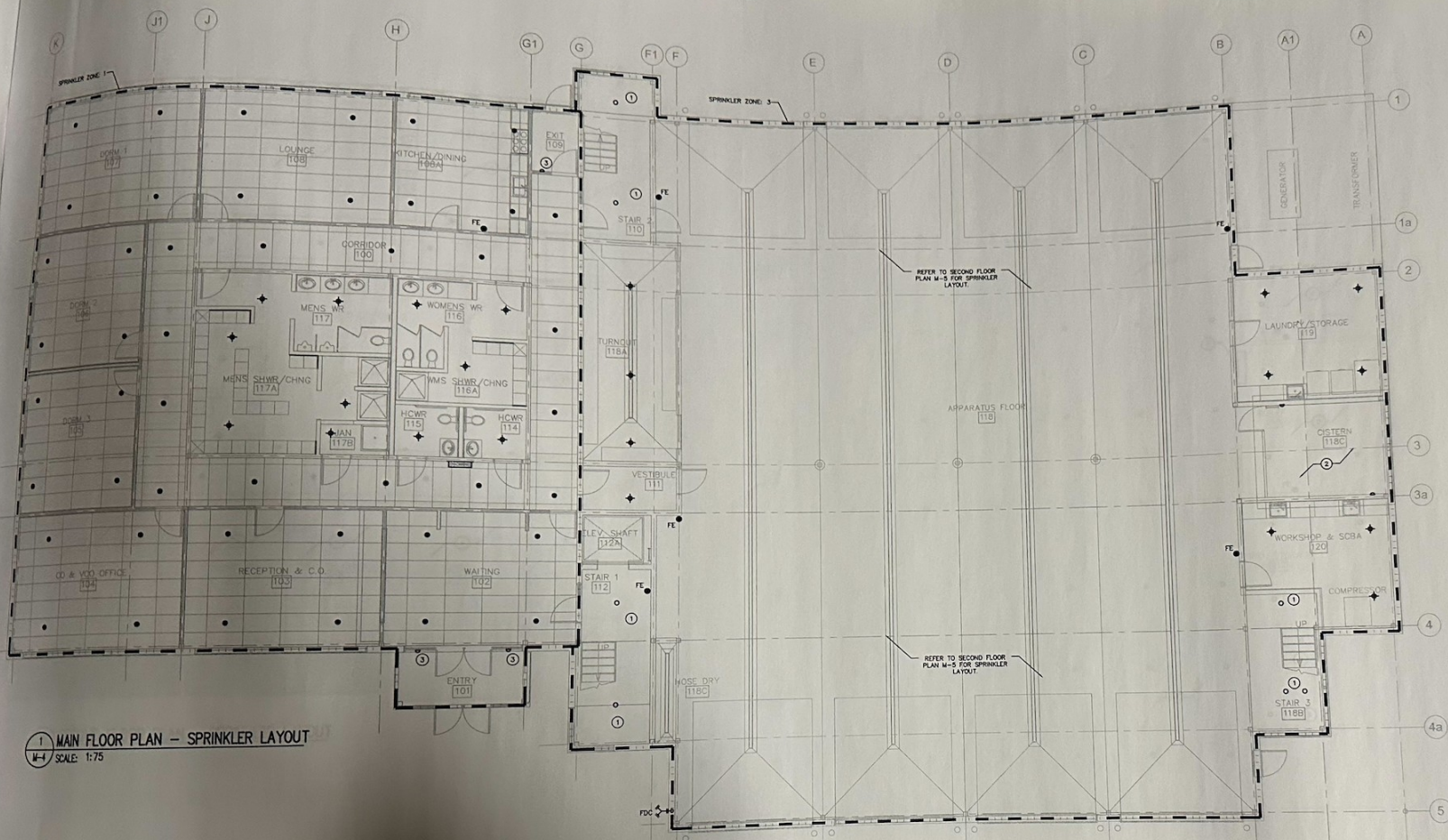
Project  
**LAKE OF THE WOODS ART CENTRE**

Location  
**MAIN STREET  
KENORA, ONTARIO**

For  
**LAKE OF THE WOODS MUSEUM**

DETAILS

Scale <b>AS NOTED</b>	Date <b>16/03/18</b>
Drawn by <b>AB</b>	Drawing No
Designed by <b>AB</b>	<b>M10</b>
Approved by <b>SR</b>	



1 MAIN FLOOR PLAN - SPRINKLER LAYOUT  
SCALE: 1:75

- GENERAL NOTES:**
- CONTRACTOR TO COORDINATE ALL SPRINKLER PIPING WITH ALL NEW SYSTEMS ALONG WITH ARCHITECTURAL CEILING HEIGHTS.
  - CONFORM TO NFPA CODE STANDARDS FOR SPRINKLER HEAD LOCATION AND COVERAGE. REFER TO ALL CONTRACT DRAWINGS, ARCHITECTURAL HEADINGS AND ELECTRICAL FOR FINAL HEAD CO-ORDINATION. WHERE SPRINKLER HEADS ARE REQUIRED, HEADS ARE NOT SPECIFICALLY SHOWN ON THESE COORDINATION DRAWINGS OR RETROFITTED AREAS THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THIS CONTRACT.
  - ACCEPTABLE FIRE EXTINGUISHERS - ALL PURPOSE (ABC) 10LB. NATIONAL EQUIPMENT OR EQUAL. PROVIDE ALL MOUNTING BRACKETS & HARDWARE. COORDINATE WITH GENERAL CONTRACTOR AND ARCHITECTURAL ON WALL LOCATIONS. INCLUDE ALL HANGER ASSEMBLY SHOP DRAWINGS WITH OTHER SUBMITTALS TO CONSULTANT PRIOR TO WORK COMMENCEMENT.
  - MINIMUM OF 24 HOURS WRITTEN NOTICE MUST BE PROVIDED TO BUILDING OPERATIONS & SECURITY PRIOR TO SYSTEM SHUTDOWNS FOR TESTING. IN AREAS OF CONSTRUCTION WHERE FIRE SYSTEMS ARE LEFT INOPERATIVE NOTICE MUST BE PROVIDED TO BUILDING MAINTENANCE AND SECURITY. OFFICIAL FIRE SUPERVISION MAY BE UTILIZED BY THE OWNER.
  - THE FIRE PROTECTION CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL COVER PLATES FOR SPRINKLER HEADS TO COMPLETE WORK AS SHOWN ON CONTRACT.
  - THIS DRAWING IS DIAGRAMMATIC ONLY. ALL FINAL SPRINKLER HEAD AND PLUMBING LOCATIONS TO BE COORDINATED ON SITE BY CONTRACTOR.

- DRAWING NOTES:**
- ENSURE PROPER COVERAGE ABOVE & BELOW STAIRS. INSTALL UPRIGHT SPRINKLER HEADS.
  - PROVIDE WET SIDEWALL SPRINKLER HEADS IN THE CISTERN ROOM.
  - MECHANICAL DRY SIDEWALL SPRINKLER HEAD.

MCW / AGE  
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www.mcw-age.com

6344

4.	2009/07/22	ISSUED FOR
3.	2009/07/19	ISSUED FOR
2.	2009/07/16	ISSUED FOR
1.	2009/06/19	ISSUED FOR

REV # DATE ISSUED FOR

Seal



nelson|architecture|  
225 LAKEVIEW DRIVE, KENORA, ONTARIO  
T 807-662-2442 F 807-668-8888  
www.nelsonarchitecture.com

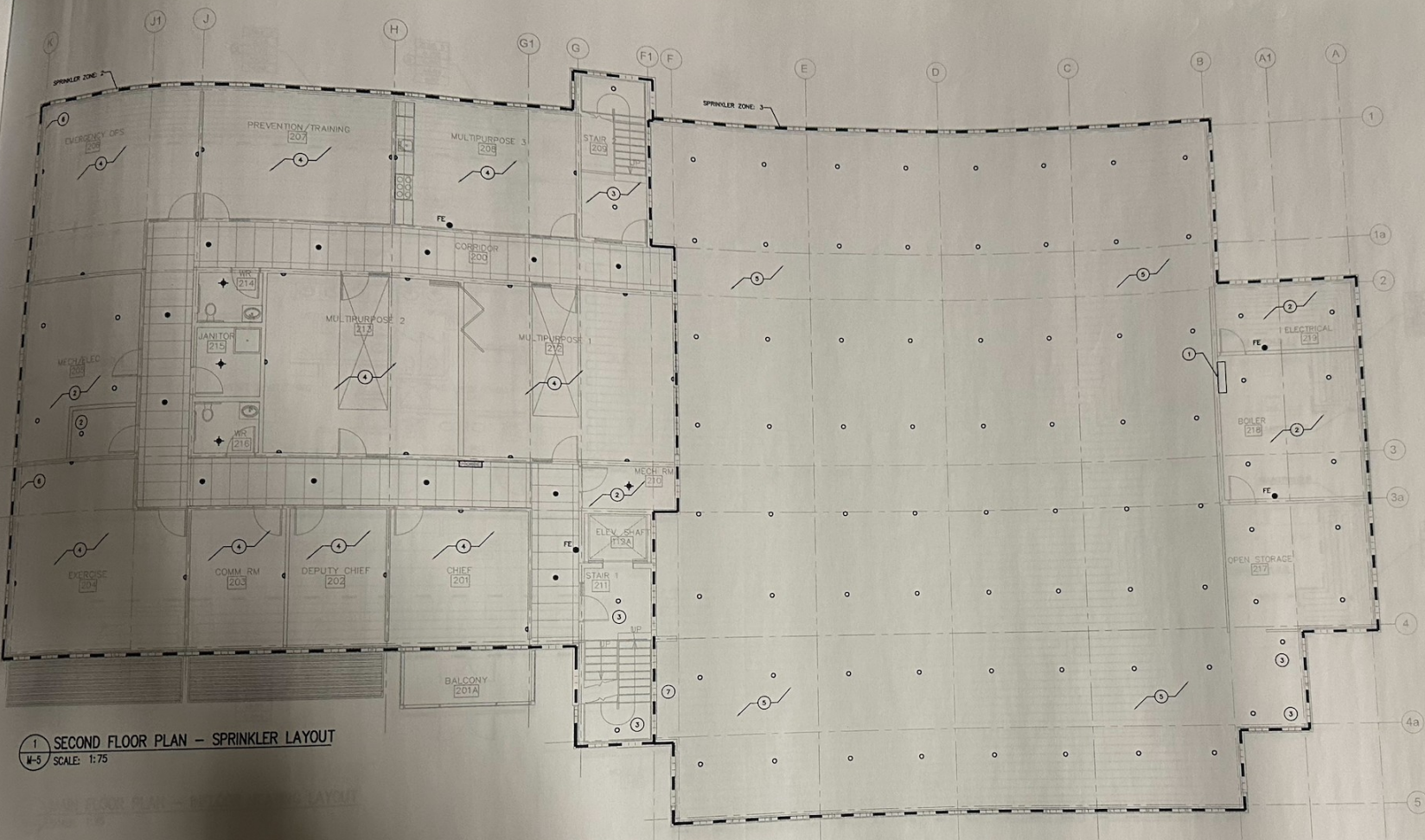
Scale: AS NOTED  
Date: 22 JULY 2009  
Client: CITY OF KENORA

Project: CITY OF KENORA FIRE KENORA, ON

Title: MAIN FLOOR PLAN - SPRINKLER LAYOUT



Drawing No. M-4 Rev No.



1 SECOND FLOOR PLAN - SPRINKLER LAYOUT  
 M-5 SCALE: 1:75

- GENERAL NOTES:**
- CONTRACTOR TO COORDINATE ALL SPRINKLER PIPING WITH ALL NEW WORK ALONG WITH ARCHITECTURAL CEILING HEIGHTS.
  - CONFORM TO NFPA CODE STANDARDS FOR SPRINKLER HEAD LOCATIONS AND COVERAGE. REFER TO ALL CONTRACT DRAWINGS ARCHITECTURAL FOR HEAD LOCATIONS AND COVERAGE. REFER TO ALL CONTRACT DRAWINGS ELECTRICAL FOR ELECTRICAL AND ARE NOT SPECIFICALLY SHOWN ON THESE DRAWINGS OR RETROFITTED AREAS THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THIS CONTRACT.
  - ACCEPTABLE FIRE EXTINGUISHERS - ALL PURPOSE (ABC) 10LB. PORTABLE EQUIPMENT OR EQUAL. PROVIDE ALL MOUNTING BRACKETS & HANGERS. COORDINATE WITH GENERAL CONTRACTOR AND ARCHITECTURAL ON WALL LOCATIONS. INCLUDE ALL HANGER ASSEMBLY SHOP DRAWINGS WITH SUBMITTALS TO CONSULTANT PRIOR TO WORK COMMENCING.
  - MINIMUM OF 24 HOURS WRITTEN NOTICE MUST BE PROVIDED TO BUILDING OPERATIONS & SECURITY PRIOR TO SYSTEM MAINTENANCE FOR REPAIRS IN AREAS OF CONSTRUCTION WHERE FIRE SYSTEMS ARE LIT. WRITTEN NOTICE MUST BE PROVIDED TO BUILDING MAINTENANCE AND SECURITY. OPTIONAL FIRE SUPERVISION MAY BE UTILIZED BY THE OWNER.
  - THE FIRE PROTECTION CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL COVER PLATES, IF NEEDED FOR SPRINKLER HEADS TO COMPLETE THIS CONTRACT.
  - THIS DRAWING IS DIAGNOSTIC ONLY. ALL FINAL SPRINKLER HEADS AND PLUMBING LOCATIONS TO BE COORDINATED ON SITE BY CONTRACTOR.

- DRAWING NOTES:**
- SPRINKLER VALVE STATION AT APPROXIMATELY THIS LOCATION
  - SPRINKLERS IN THIS AREA TO BE HIGH TEMPERATURE SPRINKLERS
  - ENSURE PROPER COVERAGE BELOW STAIRS & UNDER STAIRS. INSTALL UPRIGHT SPRINKLER HEADS.
  - PROVIDE SIDEWALL HEADS IN THIS ROOM.
  - APPARATUS AREA TO BE UPRIGHT SPRINKLER HEADS AT HIGH LEVEL.
  - 2002000 ARCHITECTURAL BULKHEAD FOR SIDEWALL SPRINKLERS C/W 150X150 TYPE "B" GRILLE EVERY 8FT. FOR APPARATUS.
  - PROVIDE UPRIGHT SPRINKLERS UP IN GLAZED HOSE TOWER.

**MCW / AGE**  
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 210 West Main Street  
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 Phone: (204) 799-2867 Fax: (204) 799-2868  
 E-Mail: mcw\_age@mcwage.com

6344

4	20090722	ISSUED FOR TENDER
3	20090710	ISSUED FOR PER REVIEW
2	20090706	ISSUED FOR PER REVIEW
1	20090619	ISSUED FOR PER REVIEW

REV# DATE ISSUED FOR  
 Seal



noisonarchitecture.com  
 225 - 225-1111 1-800-465-4642 1-800-465-4642  
 www.noisonarchitecture.com

Scale: Drawn by: Approved by:  
 AS NOTED KLG CND

Date: 22 JULY 2009

Client: CITY OF KENORA

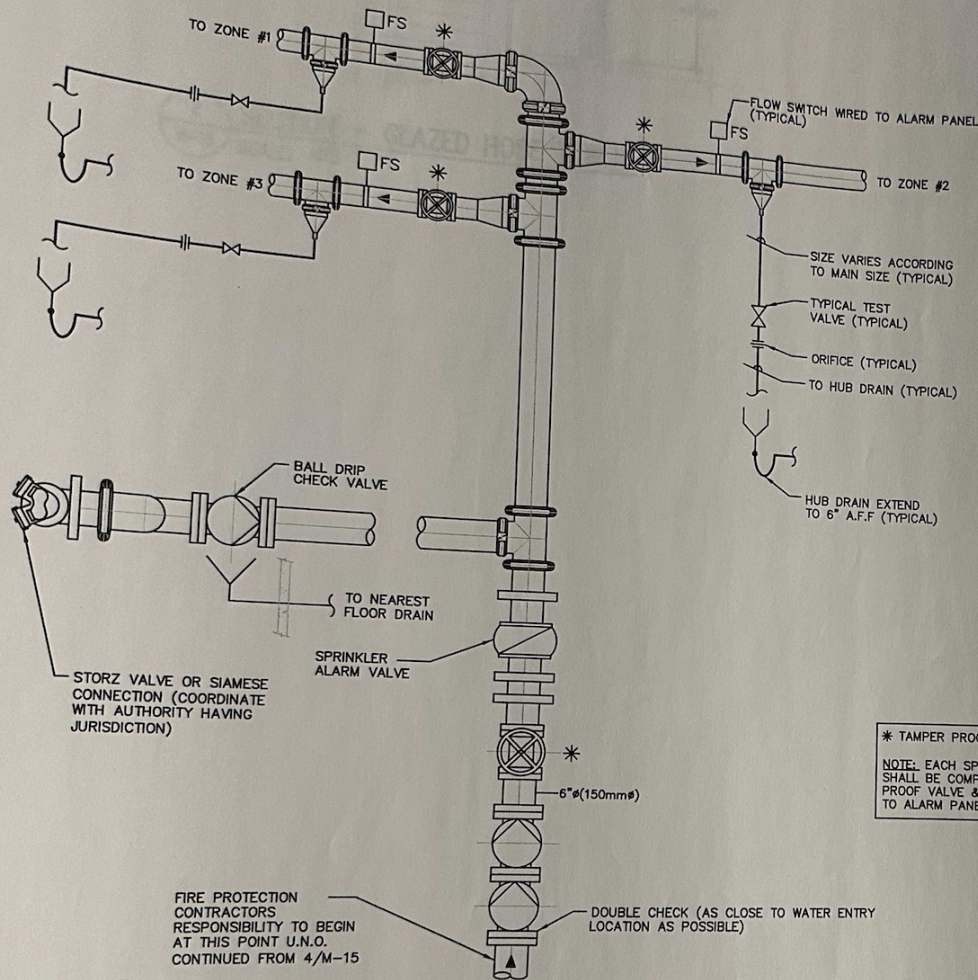
Project: CITY OF KENORA FIREHALL  
 KENORA, ON

Title: SECOND FLOOR PLAN - SPRINKLER LAYOUT

Orientation



Drawing No. Rev. No. Project No.  
 M-5 0102



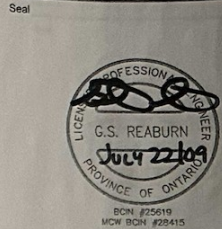
\* TAMPER PROOF - WIRED TO ALARM SYSTEM  
 NOTE: EACH SPRINKLER ZONE RISER SHALL BE COMPLETE WITH TAMPER PROOF VALVE & FLOW SWITCH WIRED TO ALARM PANEL AT BASE OF RISER.

FIRE PROTECTION CONTRACTORS RESPONSIBILITY TO BEGIN AT THIS POINT U.N.O. CONTINUED FROM 4/M-15

5 SPRINKLER STANDPIPE DETAIL  
 M-15 SCALE: NTS

6344  
 MCW / AGE  
 Consulting Professional Engineers  
 210-1821 Wellington Avenue  
 Mississauga, Ontario L4W 0G4  
 Phone: (204) 778-7000 Fax: (204) 778-1119  
 E-Mail: mcw\_age@mcw.com

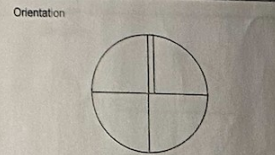
4 -	2009/07/22	ISSUED FOR TENDER
3 -	2009/07/10	ISSUED FOR 95% REVIEW
2 -	2009/07/06	ISSUED FOR 80% REVIEW
1 -	2009/06/19	ISSUED FOR 50% REVIEW



nelson architecture inc.  
 205 L.B. Street, Suite 100, Kenora, Ontario P7A 1A1  
 T: 807-338-1111  
 www.nelsonarchitecture.com

Scale	Drawn by	Approved by
AS NOTED	KLK	CMD
Date	22 JULY 2009	
Client	CITY OF KENORA	
Project	CITY OF KENORA FIREHALL KENORA, ON	

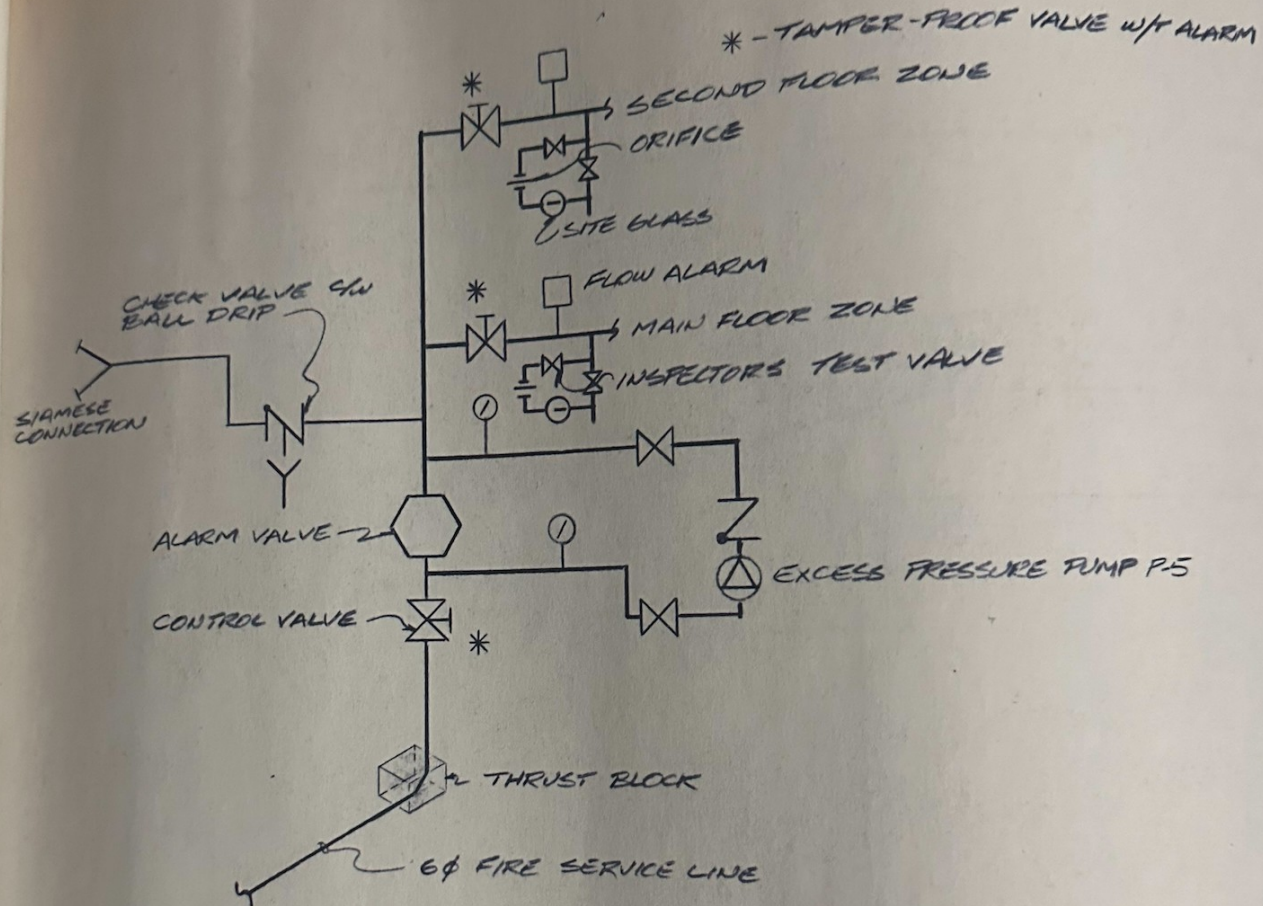
Title  
 DETAILS



Drawing No.	Rev. No.	Project No.
M-15		0702

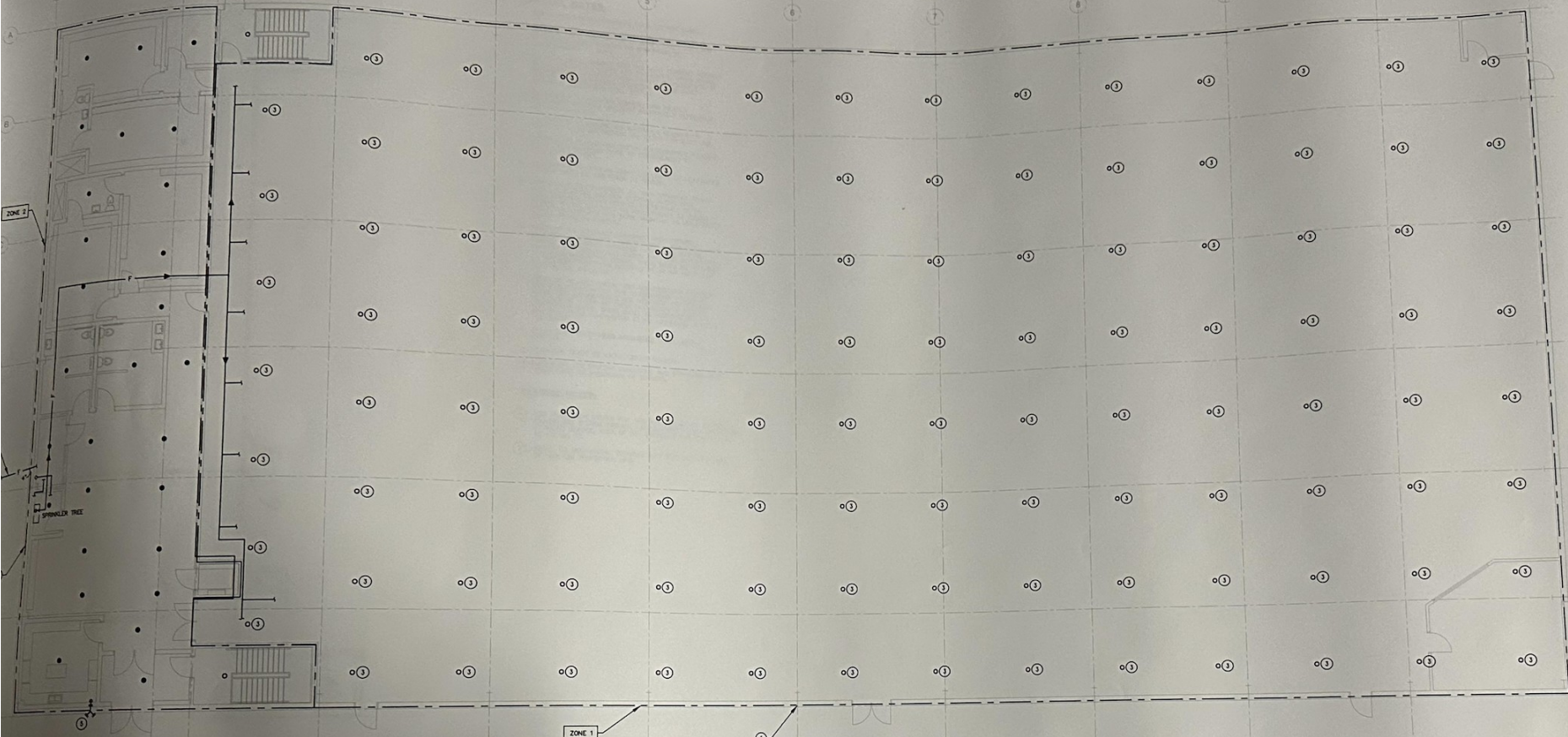
M-15





**SPRINKLER SYSTEM SCHEMATIC**  
 N.T.S.

**MAIN FLOOR - FIRE PROTECTION LAYOUT**  
 SCALE: 1/8" = 1'-0"



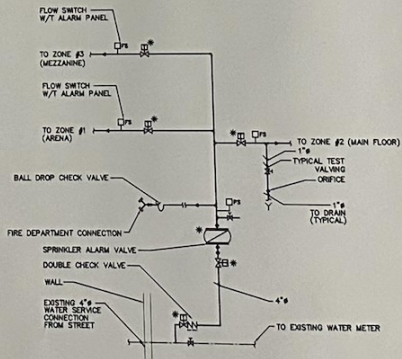
**GENERAL NOTES:**

- THIS DRAWING IS DIAGRAMMATIC ONLY. DO NOT SCALE.
- THE MECHANICAL SYSTEMS SHOWN ARE APPROXIMATE IN LOCATION ONLY. CONTRACTOR TO VERIFY EXACT LOCATION OF SYSTEMS BEING MOVED ON SITE PRIOR TO COMMENCEMENT OF WORK.
- ALL WORK SHALL COMPLY WITH THE MOST CURRENT VERSION OF ALL APPLICABLE CODES AND STANDARDS, WHICH SHALL BE CONSIDERED PART OF THESE CONTRACT DOCUMENTS. IN THE CASE OF CONFLICTING REQUIREMENTS, THE MOST STRINGENT REGULATION SHALL PREVAIL.
- CONTRACTOR TO MAINTAIN CURRENT AND READILY REVIEWABLE AS-BUILT DRAWINGS ACCURATELY REFLECTING SITE INSTALLATIONS.
- CONTRACTOR TO ENSURE ALL MATERIALS MODIFIED OR INSTALLED IN AN AIR PLENUM ARE RATED FOR SUCH USE.
- CONTRACTOR TO MAINTAIN DIGITAL PHOTOGRAPHIC RECORDS OF ALL INSTALLATIONS PRIOR TO CONCEALMENT BY SUPPORTING TRADES.
- CONTRACTOR TO CONFIRM EXACT LOCATIONS OF HEADS AND BRANCH LINES ON SITE PRIOR TO TENDER.
- CONTRACTOR TO COORDINATE ALL NEW SPRINKLER PIPING WITH ALL EXISTING AND NEW SYSTEMS, ALONG WITH ARCHITECTURAL CEILING HEIGHTS. THERE SHALL BE NO ENTRUS TO THE CONTRACT OR ADJUSTMENTS TO CEILING HEIGHT TO COMPLETE THIS WORK. MAINTAIN AS MUCH CLEAR CEILING SPACE AS POSSIBLE.
- REFER TO ALL CONTRACT DRAWINGS, ARCHITECTURAL, MECHANICAL, STRUCTURAL AND ELECTRICAL FOR FINAL HEAD COORDINATION. WHERE SPRINKLER HEADS ARE REQUIRED AND ARE NOT SPECIFICALLY SHOWN ON THESE DOCUMENTS IN NEW OR RETROFITTED AREAS, THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
- REFER TO ALL MECHANICAL AND ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR FIRE EXTINGUISHER LOCATIONS. WHERE FIRE EXTINGUISHERS ARE REQUIRED AND ARE NOT SPECIFICALLY SHOWN ON THESE DOCUMENTS IN NEW OR RETROFITTED AREAS, THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
- ALL NEW SPRINKLER HEAD ASSEMBLIES SHALL MATCH EXISTING.

- SPRINKLER HEADS TO MATCH CEILING HEIGHTS.
- REVIEW SITE FOR EXISTING CONDITIONS AND CONFIRM SPRINKLER HEAD COUNT PRIOR TO SUBMISSION OF TENDERS.

**DRAWING NOTES:**

- FIRE PROTECTION SYSTEM FOR THIS AREA TO BE AN ORDINARY HAZARD WET SYSTEM. PROVIDE CALCULATIONS BASED ON EXISTING 4" WATER SERVICE. AREA OF DRY SYSTEM IS APPROXIMATELY 22 x 75.50 FT.
- NEW SPRINKLER SERVICE. REFER TO CIVIL DRAWINGS FOR CONTINUATION.
- PROVIDE SPRINKLER GUARD.
- ALL PENDANT HEADS IN THIS AREA SHALL BE CENTRED WITHIN EXISTING CEILING TILES. COORDINATE WITH EXISTING LIGHTING AND DUCTWORK FIXTURES.
- NEW FIRE DEPARTMENT CONNECTION.

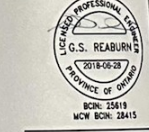


**2 SPRINKLER SCHEMATIC**  
 SCALE: N.T.S.

**MCW / AGE**  
 Consulting Professional Engineers  
 12288

5	2018-06-28	CONSTRUCT
4	2018-05-19	REV
3	2018-06-14	CONSTRUCT
2	2018-06-01	50% REV
1	2018-05-25	50% REV

REV # DATE ISSUED BY



nelsonarchitecture

Scale 1/8" = 1'-0" Drawn By JGG Approved

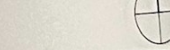
Date JUNE 28 2018

Client CITY OF KENORA

Project KENORA SPORTSPLEX 2ND FLOOR RENOVATION

Title MAIN FLOOR - FIRE PROTECTION LAYOUT

Orientation



Drawing No. Rev. No. Project No.

**M2.1**

**GENERAL NOTES:**

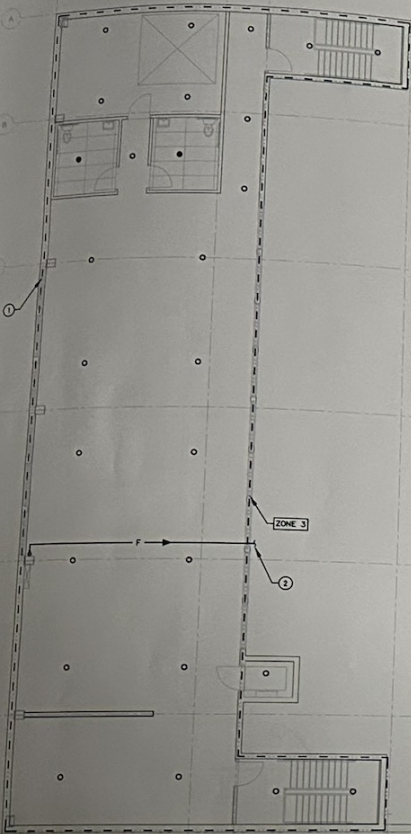
1. THIS DRAWING IS DIAGNOSTIC ONLY. DO NOT SCALE.
2. THE MECHANICAL SYSTEMS SHOWN ARE APPROXIMATE IN LOCATION ONLY. CONTRACTOR TO VERIFY EXACT LOCATION OF SYSTEMS BEING MOVED ON SITE PRIOR TO COMMENCEMENT OF WORK.
3. ALL WORK SHALL COMPLY WITH THE MOST CURRENT VERSION OF ALL APPLICABLE CODES AND STANDARDS, WHICH SHALL BE CONSIDERED PART OF THESE CONTRACT DOCUMENTS. IN THE CASE OF CONFLICTING REQUIREMENTS, THE MOST STRINGENT REGULATION SHALL PREVAIL.
4. CONTRACTOR TO MAINTAIN CURRENT AND READILY REMOVABLE AS-BUILT DRAWINGS ACCURATELY REFLECTING SITE INSTALLATIONS.
5. CONTRACTOR TO ENSURE ALL MATERIALS MOVED OR INSTALLED IN AN ARE PLENUM ARE RATED FOR SUCH USE.
6. CONTRACTOR TO MAINTAIN DIGITAL PHOTOGRAPHIC RECORDS OF ALL INSTALLATIONS PRIOR TO CONCEALMENT BY SUPPORTING TRADES.
7. CONTRACTOR TO CONFIRM EXACT LOCATIONS OF HEADS AND BRANCH LINES ON SITE PRIOR TO TENDER.
8. CONTRACTOR TO COORDINATE ALL NEW SPRINKLER PIPING WITH ALL EXISTING AND NEW SYSTEMS. ALLOW WITH EXTRAS TO THE CONTRACTOR OR ADJUSTMENTS TO CEILING HEIGHTS TO COMPLETE THIS WORK. MAINTAIN AS MUCH CLEAR CEILING SPACE AS POSSIBLE.
9. REFER TO ALL CONTRACT DRAWINGS, ARCHITECTURAL, MECHANICAL, STRUCTURAL AND ELECTRICAL FOR FINAL HEAD COORDINATION. WHERE SPRINKLER HEADS ARE REQUIRED AND ARE NOT SPECIFICALLY SHOWN ON THESE DOCUMENTS IN NEW OR RETROFITTED AREAS, THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACTOR.
10. REFER TO ALL MECHANICAL AND ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR FIRE EXTINGUISHER LOCATIONS WHERE FIRE EXTINGUISHERS ARE REQUIRED AND ARE NOT SPECIFICALLY SHOWN ON THESE DOCUMENTS. NEW OR RETROFITTED AREAS, THESE SHALL BE PROVIDED BY THE FIRE PROTECTION CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACTOR.
11. ALL NEW SPRINKLER HEAD ASSEMBLIES SHALL MATCH EXISTING.
12. SPRINKLER HEADS TO MATCH CEILING HEIGHTS.
13. REVIEW SITE FOR EXISTING CONDITIONS AND SPRINKLER HEAD COUNT PRIOR TO SUBMISSION OF TENDERS.

**DRAWING NOTES:**

- ① FIRE PROTECTION SYSTEM FOR THIS AREA TO BE AN ORINARY HAZARD WET SYSTEM. PROVIDE CALCULATIONS BASED ON EXISTING 22.475 GAL. FT.
- ② REFER TO MECHANICAL DRAWING M2.1 FOR CONTINUATION OF NEW FIRE PROTECTION LINE.

**LEGEND**

- NEW WET UPRIGHT SPRINKLER HEAD



MEZZANINE - FIRE PROTECTION LAYOUT  
SCALE: 1/8" = 1'-0"

MCW / ARCHITECTS  
12280

5	2018-06-28	CONTRACT
4	2018-06-19	CONTRACT
3	2018-06-14	CONTRACT
2	2018-06-01	REVISED
1	2018-05-25	ISSUED

REV. # DATE

Seal



nelson|architects

Scale: 1/8" = 1'-0" Drawn By: ZOU

Date: JUNE 28 2018

Client: CITY OF KENORA

Project: KENORA SPORTSPLEX 2ND FLOOR RENOVATION

Title: MEZZANINE - FIRE PROTECTION

Orientation

Drawing No. Rev. No.

M2.2

*Lake of the Woods*  
**KENORA**



**APPENDIX C**  
**TENDER FORM**

**CITY OF KENORA**  
**ITT #26-999-3**

**TENDER FORM**

Tender Number: 26-999-3  
Tender Title: Sprinkler Deficiency Remediation

We, \_\_\_\_\_  
(Company)

of \_\_\_\_\_  
(Business Address)

having examined the Tender Documents as issued by the City of Kenora (the "City"), and having completed our due diligence such as visiting the sites 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. Douglas Family Art Centre                 | \$ _____                       |
| 2. Kenora Fire Hall – Station #1             | \$ _____                       |
| 3. Kenora Public Library                     | \$ _____                       |
| 4. Lake of the Woods Museum                  | \$ _____                       |
| 5. Operations Centre                         | \$ _____                       |
| 6. Sports Plex                               | \$ _____                       |
| 7. City Hall                                 | \$ _____                       |
| 8. Tender Sum (summation of Items 1-7 above) |                                |
| _____  | \$ _____                       |
| <i>(Tender Sum written in words)</i>         | <i>(Tender Sum in figures)</i> |
| 9. Ontario Harmonized Sales Tax (HST = 13%)  | \$ _____                       |
| 10. Total including HST                      |                                |
| _____  | \$ _____                       |
| <i>(total incl. HST written in words)</i>    | <i>(total in figures)</i>      |

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) we have received the following addenda during the ITT process and have considered all information from the addenda in our proposal and costs:

<u>Addendum Number</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____

- (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 thirty (30) days from the date of Tender Closing.

**Signatures:**

Signed, sealed and submitted for and on behalf of:

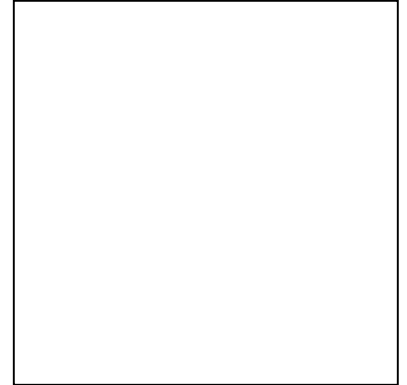
Company: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_

*(Street Address or Postal Box Number)*

\_\_\_\_\_

*(City, Province & Postal Code)*



*Corporate Seal*

*(**must** be affixed above for all corporations submitting a bid and must be visible on any electronically submitted documents)*

Business Structure:

- Limited Company       Partnership       Sole Proprietor
- Other: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_  
*(Please Print or Type)*

Witness: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



**CITY OF KENORA  
INVITATION TO TENDER**

**ITT#26-999-3**

**Appendix D  
Proposed Contract**

Lake of the Woods  
**KENORA**



**FEE FOR SERVICE AGREEMENT**

**BETWEEN:**

**CITY OF KENORA**

**AND:**

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## TABLE OF CONTENTS

	PAGE
<b>ARTICLE 1 - DEFINITIONS .....</b>	<b>1</b>
1.1 DEFINITIONS .....	1
1.2 NUMBER AND GENDER.....	2
1.3 HEADINGS AND DIVISION.....	2
<b>ARTICLE 2 - SERVICES.....</b>	<b>2</b>
2.1 SERVICES .....	2
2.2 COMMENCEMENT AND COMPLETION OF SERVICES .....	2
2.3 PERFORMANCE OF WORK.....	2
2.4 WARRANTY OF CONTRACTOR.....	2
2.5 PROGRESS REPORTS.....	3
2.6 COMPLIANCE WITH LEGISLATION .....	3
2.7 PERMITS AND LICENSES .....	3
<b>ARTICLE 3 - PERSONNEL .....</b>	<b>4</b>
3.1 NO SUBSTITUTION.....	4
3.2 NO SUBCONTRACTORS.....	4
3.3 REMOVAL OF PERSONNEL .....	4
3.4 COMPLIANCE WITH POLICIES .....	4
3.5 SAFETY .....	5
<b>ARTICLE 4 - PAYMENT.....</b>	<b>5</b>
4.1 PAYMENT.....	5
4.2 EXCESS PAYMENTS, TAXES.....	5
4.3 NO PAYMENT FOR COSTS, EXPENSES OR DAMAGES.....	5
4.4 PERFORMANCE UPON FAILURE OF CONTRACTOR.....	5
4.5 WITHHOLDINGS .....	6
4.6 RECORDS .....	6
4.7 AUDIT .....	7
4.8 ACCEPTANCE IS NOT WAIVER.....	7
<b>ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS .....</b>	<b>7</b>
5.1 CONFIDENTIAL INFORMATION.....	7
5.2 NO OBLIGATION TO DISCLOSE .....	8
5.3 INJUNCTIVE RELIEF.....	8
5.4 OWNERSHIP OF SERVICE RESULTS .....	8
5.5 PROTECTION OF RIGHTS.....	9
5.6 RECORDS OF CONTRACTOR.....	9
5.7 WARRANTY OF ORIGINAL WORK.....	9
5.8 NO CHALLENGE .....	9
<b>ARTICLE 6 - TERMINATION .....</b>	<b>10</b>
6.1 TERMINATION FOR DEFAULT .....	10
6.2 PAYMENT UPON TERMINATION .....	10
6.3 EFFECT OF TERMINATION.....	10
6.4 SURVIVAL OF OBLIGATIONS.....	10
<b>ARTICLE 7 - INDEMNITY AND INSURANCE.....</b>	<b>10</b>
7.1 INDEMNITY .....	10
7.2 INSURANCE .....	11

7.3 PLACEMENT OF INSURANCE .....12  
7.4 DEDUCTIBLES AND DURATION.....12  
**ARTICLE 8 - GENERAL.....12**  
8.1 SCHEDULES .....12  
8.2 NOTICES.....12  
8.3 ASSIGNMENT.....12  
8.4 WAIVER .....13  
8.5 ENUREMENT.....13  
8.6 NO AGENCY .....13  
8.7 WHOLE AGREEMENT.....13  
8.8 PARTIAL INVALIDITY .....13  
8.9 TIME OF ESSENCE.....13  
8.10 EXPIRATION OF TIME .....13  
8.11 FURTHER ASSURANCES.....13  
8.12 GOVERNING LAW .....14

- Schedule "A" - Services
- Schedule "B" - Terms of Payment
- Schedule "C" - Special Terms and Conditions

**FEE FOR SERVICE AGREEMENT**

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN:**

**CITY OF KENORA**

(hereinafter called the "City")

**OF THE FIRST PART**

**AND:**

\_\_\_\_\_  
(hereinafter called the "Contractor")

**OF THE SECOND PART**

**WHEREAS** the Contractor has agreed to provide to the City the Services and the City has agreed to pay to the Contractor certain sums in consideration of the Services.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants herein contained, the City and the Contractor covenant and agree each with the other as follows:

**ARTICLE 1 - DEFINITIONS**

**1.1           Definitions**

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

- (a) **"Agreement"**, **"hereto"**, **"herein"**, **"hereby"**, **"hereunder"**, **"hereof"** and similar expressions when used in this Agreement refer to the whole of this Agreement which includes the attached Schedules and not to any particular Article or Section or portion thereof and include any and every instrument supplemental hereto;
- (b) **"Agreement Amount"** means the amount set out in Schedule "C";
- (c) **"Commencement Date"** means the 5th day of June, 2026;
- (d) **"Completion Date"** means the 24th day of September, 2026, or such later date as may be agreed upon in writing by the parties;
- (e) **"Confidential Information"** has the meaning ascribed to it in Section 5.1;
- (f) **"Service Results"** has the meaning ascribed to it in Section 5.4;

- (g) "**Services**" means those Services to be provided and performed by the Contractor hereunder, as more particularly described in Schedule "A" hereto, and all other services to be provided or performed as directed by the City;
- (h) "**Term**" means the period of time commencing on the Commencement Date and ending on the Completion Date.

## 1.2 **Number and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

## 1.3 **Headings and Division**

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

# **ARTICLE 2 - SERVICES**

## 2.1 **Services**

The Contractor shall provide the Services upon the terms and conditions contained herein.

## 2.2 **Commencement and Completion of Services**

The Contractor shall commence the Services no later than the Commencement Date and complete the Services on or before the Completion Date, subject always to sooner termination as provided for herein.

## 2.3 **Performance of Work**

The Contractor shall exercise the degree of care, skill and diligence normally used in performing services of a similar nature to those Services to be provided under this Agreement. All work done in performing the Services under this Agreement shall:

- (a) be supervised by competent and qualified personnel;
- (b) be performed in accordance with the City's directions and to the City's satisfaction;
- (c) comply with the requirements of this Agreement; and
- (d) be documented according to the City's requirements.

All work done in performance of the Services shall be subject to such review as the City considers advisable or appropriate. Any work not meeting the requirements of this Agreement may be rejected by the City and shall require appropriate correction by the Contractor. No such review by the City shall relieve the Contractor from the performance of its obligations hereunder.

## 2.4 **Warranty of Contractor**

The Contractor represents and warrants to the City:

- (a) that it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the provisions of this Agreement;
- (b) that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to perform the Services hereunder and, upon becoming aware of such, it shall immediately notify the City and provide the City with details of the nature of the law suit or circumstance; and
- (c) that the entering into of this Agreement and the performance of the Services hereunder shall not cause the Contractor to be in breach of any obligation of confidentiality which the Contractor may owe to any third party, or otherwise cause the Contractor to be in breach of any agreement or undertaking with any third party.

## 2.5 **Progress Reports**

If required by the City, the Contractor shall provide progress reports to the City and/or attend progress meetings regarding the performance of the Services, in such form and detail and whenever and as often as requested by the City.

## 2.6 **Compliance with Legislation**

- (a) In performing the Services hereunder (including any portion thereof performed by any subcontractors), the Contractor shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, all relevant legislation, codes, bylaws, regulations and ordinances as well as the City policies, procedures and regulations as are made known to the Contractor by the City.
- (b) Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Services, the more restrictive shall apply. In particular, the Contractor shall at all times observe and cause its personnel, agents and subcontractors to observe the provisions of all applicable environmental, health, safety and labour legislation including, without limitation, the *Labour Relations Act*, *Workers' Compensation Act*, *Employment Standards Act* and the *Occupational Health and Safety Act*, all as may be amended from time to time, and including any successor legislation, as well as rules and regulations pursuant thereto. Evidence of compliance with such laws shall be furnished by the Contractor to the City at such times as the City may reasonably request.
- (c) In the event the Contractor, its personnel, any agent or subcontractor or their respective personnel, fail to comply with any legislation or any regulations thereunder and the City is required to do anything or take any steps or pay any amounts to rectify such non-compliance, the provisions of Section 4.4 of this Agreement shall apply.

## 2.7 **Permits and Licenses**

The Contractor shall obtain and pay for all necessary permits or licenses required in connection with providing or performing the Services.

---

### **ARTICLE 3 - PERSONNEL**

#### **3.1 No Substitution**

If specific personnel are designated by this Agreement to perform the Services or any part thereof, the Contractor shall not substitute other personnel for those designated without the prior written consent of the City. If any such personnel shall become no longer available for any reason, the Contractor shall supply a similarly experienced and skilled individual as soon as practicable subject to approval of such individual by the City.

#### **3.2 No Subcontractors**

The Contractor shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Services hereunder in whole or in part without the prior written consent of the City (which may be withheld in the City's sole discretion) and on terms and conditions satisfactory to the City in its sole discretion. The use of any agents, subcontractor or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to provide the Services in accordance with the provisions of this Agreement.

#### **3.3 Removal of Personnel**

The Contractor shall forthwith remove from the City's premises and from performance of the Services any officer, employee, agent or subcontractor who is for any reason unsatisfactory to the City including, without limitation, and such person who:

- (a) is charged with and convicted of a criminal offense;
- (b) fails, in the opinion of the City or in the opinion of the Contractor, to carry out the work required in the performance of the Services in a satisfactory manner including, without limitation, causing any delays in the performance of the Services;
- (c) removes any property not belonging to the Contractor, its personnel or any agent or subcontractor, as the case may be, from the City's premises without the prior written consent of the City, or
- (d) discloses or uses any Confidential Information contrary to the provisions of Section 5.1 of this Agreement, without the prior written permission of the City;

and, in the case of paragraphs (c) and (d), the Contractor shall take all reasonable steps to ensure that any property removed from the City is promptly returned, or to restrain any further improper disclosure or use of the Confidential Information, as the case may be. Any costs or expenses associated with removal of any such officer, employee, agent or subcontractor shall be the responsibility of the Contractor, including any necessary training costs or expenses associated with replacement persons, as determined by the City.

#### **3.4 Compliance with Policies**

The Contractor shall ensure that its personnel and agents and subcontractors, when using the City's premises, comply with all security, safety, emergency and access policies, procedures or regulations in effect from time to time on such premises.

3.5 **Safety**

The Contractor shall be responsible for the safety of its personnel and any agents or subcontractors, and all property of the Contractor or its personnel, agents or subcontractors while on the City's premises. The City shall not be responsible for any personal property, tools or equipment that the Contractor or its personnel, agents or subcontractors may bring onto the City's premises.

**ARTICLE 4 - PAYMENT**

4.1 **Payment**

The City shall pay the Contractor in accordance with the provisions of Schedule "B" (Terms of Payment), upon the diligent and timely performance of the Services to the satisfaction of the City. No payment by the City shall relieve the Contractor from the performance of its obligations hereunder.

4.2 **Excess Payments, Taxes**

The City shall not pay any amount exceeding the Agreement Amount or make any payment for any work done by the Contractor after the Completion Date unless prior written authorization has been obtained by the Contractor from the City. All customs duties, excise taxes (including HST), federal, provincial and municipal taxes and other duties, taxes or charges of a similar nature, and all travel and living expenses of the Contractor are included within the Agreement Amount, unless expressly stated otherwise in Schedule "C". If the total cost for man-days spent in performing the Services is less than the Agreement Amount, the City shall not be required to pay to the Contractor any sum in excess of the total cost for man-days actually expended.

4.3 **No Payment for Costs, Expenses or Damages**

The City shall not be required to make any payment to the Contractor under this Agreement for any costs, expenses, losses or damages suffered or incurred:

- (a) in performing any work reasonably incidental to the performance of the Services;
- (b) as a result of any delays in performing the Services from any cause whatsoever; or
- (c) to remedy errors or omissions for which, in the reasonable opinion of the City, the Contractor is responsible.

4.4 **Performance upon Failure of Contractor**

Upon failure of the Contractor (including any of its subcontractors) to perform any of its obligations under this Agreement the City may, but shall not be obligated to perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the Contractor, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by the City in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum). The City may, in its discretion, deduct any such amount, together with interest, from any payment then or thereafter due by the City to the Contractor, provided that such action shall not be deemed a waiver of any action that the City may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to the Contractor.

#### 4.5 **Withholdings**

- (a) Notwithstanding any other provision of this Agreement, the City shall be entitled to withhold and remit to the appropriate taxing authorities, or otherwise withhold, federal withholding taxes or any other amounts required by law to be withheld from payments made to the Contractor.
- (b) If the Contractor is a non-Canadian resident the City shall, as required by federal legislation, deduct all applicable federal withholding taxes. For this purpose, the Contractor shall separately identify in each invoice all work performed in Canada and that performed elsewhere. The Contractor will be provided with evidence of withholdings as required, upon written request.
- (c) If the Contractor provides the City with an exemption certificate from Canada Revenue Agency, then the City shall not withhold any federal withholding tax in respect of the payment made to the Contractor in reliance on such certificate of exemption.
- (d) The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada Pension Plan, employment insurance, workers' compensation or income tax. The City shall have no liability or responsibility for the withholding, collection or payment of income taxes, unemployment insurance, statutory or other taxes or payments of any other nature on behalf of or in respect of or for the benefit of the Contractor or any other person.
- (e) The Contractor shall pay all municipal, provincial, or federal sales, excise (including HST) or other taxes or payments of any type payable hereunder to any level of government, and shall indemnify and hold the City, its officials, councilors, representatives, agents and employees harmless against any order, fine, penalty, interest or tax that may be assessed or levied against the City or such persons as a result of the failure or delay of the Contractor to make any such payment or to file any return or information required by any law, ordinance, regulation or other lawful authority.
- (f) The City is authorized to pay any demand by any level of government or government agency, including the Workers' Compensation Board, due to a failure by the Contractor, in which event the provisions of Section 4.4 of this Agreement shall apply.

#### 4.6 **Records**

The Contractor shall keep and maintain, at its principal place of business in Kenora, Ontario, or at such other location as may be agreed by the City, adequate and complete records from which any fees, costs, charges, reimbursable expenses or other amounts payable by the City to the Contractor may be readily and accurately determined and verified for each calendar month during the Term of this Agreement. The Contractor shall take such steps as are necessary to maintain such records in accordance with generally accepted accounting practices in Canada.

Such records shall be open to inspection by the City, or its agents, during the Contractor's regular business hours. The Contractor shall be required to retain such records for a period of seven (7) years following expiration or termination of this Agreement.

#### 4.7 **Audit**

The City or its agents shall, from time to time during the Term of this Agreement, and for a period of two (2) years thereafter, during business hours and upon reasonable notice to the Contractor, be entitled to review all or any of the security, quality assurance procedures, accounting or other records and procedures of the Contractor regarding the Services or business relationship between the City and the Contractor affecting any fees, costs, charges, reimbursable expenses or other amounts payable by the City, or any commitments to the City, and to have such records reviewed, audited, inspected or examined by an independent chartered accountant or other auditor or party designated by the City to determine:

- (a) whether the Contractor has accurately recorded events or transactions requiring payments of fees, costs, charges, reimbursable expenses or other amounts by the City, as applicable;
- (b) the status of the provision of the Services; and
- (c) whether the Contractor is complying with the terms of this Agreement.

The costs of any such inspection or audit shall be payable by the City.

#### 4.8 **Acceptance is Not Waiver**

The acceptance by the City, from time to time, of any statement of fees, costs, charges, reimbursable expenses or other amounts delivered by the Contractor or any payment of such amounts based thereon shall not be deemed to be a waiver by the City of any of the Contractor's obligations or the City's rights under this Agreement. However, if the City has not caused an audit or inspection of the Contractor's accounting records or Services for any calendar month to commence within two (2) years of the last day of any such calendar month, the City and the contractor agree that the accounting records and all such amounts paid for that calendar month shall have been deemed to have been made accurately and in full compliance with the provisions of this Agreement.

### **ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS**

#### 5.1 **Confidential Information**

- (a) The Contractor agrees that:
  - (i) all data, information and material of a confidential nature provided or disclosed to the Contractor by or on behalf of the City;
  - (ii) all data, information and material of a confidential nature concerning the City's business, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or customers which is obtained by the Contractor in the performance of its obligations under this Agreement;
  - (iii) the Service Results; and
  - (iv) any and all information or material provided to the Contractor by or on behalf of the City which is marked "CONFIDENTIAL";

and all copies thereof (hereinafter collectively called the "**Confidential Information**") are confidential and constitute valuable and proprietary information and materials of the City and shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purpose of providing the Services hereunder. In that regard, such Confidential Information may only be disclosed by the Contractor to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement and the Contractor shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1.

- (b) No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
- (c) The Contractor acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to the City immediately upon termination or expiration of this Agreement or at any earlier time upon the City's request, and shall thereafter cease all use of the Confidential Information.

#### 5.2 **No Obligation to Disclose**

The City shall have no obligation to disclose to the Contractor any particular data, information or material which is considered by the City to be sensitive or confidential. All data, information or material which is provided to the Contractor by the City shall be and remain the sole property of the Municipality, and shall be returned to the City immediately upon termination or expiration of this Agreement or at any earlier time upon the City's request.

#### 5.3 **Injunctive Relief**

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the City, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the City may have and not in derogation thereof, the City may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

#### 5.4 **Ownership of Service Results**

- (a) The Contractor agrees that all discoveries, designs, inventions, works of authorship, improvements in any apparatus, device, process, technology or thing, know-how, base materials, research results, data, surveys, maps, plans, schematics, reports (including progress reports referred to in Section 2.5), charges, tabulations, compilations, diagrams, flow-charts, processes, formulae, computer programs, specifications, screen or program layouts, drawings, documents, and notes or materials of any type whatsoever developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Contractor or any officer, employee, agent or subcontractor in performance of the Services either alone or jointly with others (hereinafter collectively called the "**Services Results**") shall be fully and promptly disclosed to the City and shall be the absolute and exclusive property of the City, including any patent, copyright, other intellectual property or other rights of any kind in relation thereto.

- (b) The Contractor hereby assigns, transfers and conveys to the City all of its right, title and interest in and to the Service Results and the Contractor shall promptly execute and do or cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.4, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the City for any or all of the Services Results, in form acceptable to the City.
- (c) Upon completion of the Services or expiration or termination of this Agreement, whichever is sooner (and from time to time upon request by the City), the Service Results and all copies thereof shall be delivered by the Contractor to the City without demand by the City without demand by the City, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Service Results and to enable the City to understand, use and modify the Service Results without assistance. No use may be made of the Service Results by the Contractor other than in connection with the performance of the Services hereunder.
- (d) The Contractor hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the City, its successors and assigns, any moral rights the Contractor or such other persons have or may at any time hereafter have in the Service Results.

#### 5.5 **Protection of Rights**

The Contractor shall, at the request and expense of the City, execute or cause to be executed any documents and do or cause to be done all things which may be necessary or desirable to enable the City to file of and prosecute applications for patents, file for and obtain copyright registrations or otherwise protect any of the City's interest in and to the Service Results or any part thereof, in Canada or any other country. The City shall have complete control of and responsibility for the filings and prosecution of applications for patents, copyrights or other registrations in Canada and in foreign countries. The City shall assume all expenditures necessary to prepare and prosecute such applications and maintain or renew any resulting registrations.

#### 5.6 **Records of Contractor**

The Contractor shall make and maintain during the Term of this Agreement, adequate and current written records of all Service Results, which records shall be made available to and remain the property of the City at all times, both during and after the Term of this Agreement.

#### 5.7 **Warranty of Original Work**

The Contractor warrants that all Service Results will be original development by the Contractor, will not infringe any rights of any third parties and will otherwise be free of any claims of third parties, and will be specifically developed for the fulfilment of this Agreement.

#### 5.8 **No Challenge**

The Contractor shall not challenge or deny nor assist any third party in challenging or denying any of the City's rights in and to the Service Results.

## **ARTICLE 6 - TERMINATION**

### **6.1 Termination for Default**

The City may forthwith terminate this Agreement by providing written notice of termination to the Contractor, without prejudice to any other right or remedy the City may have, if the Contractor at any time:

- (a) fails to comply with any of the terms or conditions of this Agreement; or
- (b) is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Contractor, or if the Contractor ceases to carry on business in the normal course;

such termination to be effective on the date such notice of termination is received.

### **6.2 Payment upon Termination**

The City shall, in the event of termination of this Agreement, other than pursuant to Section 6.1(a), pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement, less any amounts which may be owing by the Contractor to the City as provided for hereunder. The City shall have no further liability of any nature whatsoever to the Contractor for any losses or damages suffered or sustained, either directly or indirectly, by the Contractor including, without limitation, loss of profit, as a result of the termination of this Agreement.

### **6.3 Effect of Termination**

Upon termination or expiration of this Agreement:

- (a) the Contractor shall forthwith return to the City all Confidential Information in written form within its possession or control, together with all copies thereof or, at the City's written direction, destroy all such Confidential Information and provide the City with a certificate confirming such destruction; and
- (b) no further use may be made by the Contractor of the Service Results or any portion thereof, for any purpose whatsoever.

### **6.4 Survival of Obligations**

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force.

## **ARTICLE 7 - INDEMNITY AND INSURANCE**

### **7.1 Indemnity**

Notwithstanding any other provision of this Agreement to the contrary, the Contractor shall:

- (a) be liable to the City, its officials, councilors, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of

the foregoing, any direct losses, costs, damages and expenses of the City or such persons, including costs as between a solicitor and his own client full indemnity basis) which the City or such persons may pay or incur;

- (b) indemnify and hold harmless the City, its officials, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against the City or such persons;

as a result of or in connection with:

- (c) the performance of the Services; or
- (d) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed; or
- (e) any breach of confidentiality on the part of the Contractor or any agent or subcontractor, or employee of the Contractor or any agent or subcontractor; or
- (f) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Services; or
- (g) the failure of the City to withhold any taxes or other amounts in respect of payments made to the Contractor under this Agreement; or
- (h) any suit or proceeding based on a claim that the Service Results or any portion thereof infringes or constitutes wrongful use of any copyright, patent, trademark, trade secret or any other right of any third party;

and the City shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

## 7.2 **Insurance**

The Contractor shall maintain, in full force and effect with insurers licensed in the Province of Ontario, the following insurance:

- (a) comprehensive general liability insurance in respect to the Services and operations of the Contractor for bodily injury and property damage with policy limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence, with the City named as an additional insured with respect to the performance of the Services. Such policy shall include blanket contractual coverage and a cross liability clause, and shall provide for a minimum of thirty (30) days prior written notice to the City upon any cancellation or material change in coverage;
- (b) all risk insurance on any personal property, tools or equipment to be used in performing or providing the Services, to full replacement value;

- (c) standard automobile insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and property damage (if the Contractor is required to use a vehicle in the performance of the Services); and
- (d) any other insurance of such type and amount as may reasonably be required by the City.

7.3 **Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to the City. Certified copies of the policies shall be provided to the City by the Contractor upon request and evidence of renewal shall be provided to the City prior to the expiry dates of the policies.

7.4 **Deductibles and Duration**

The Contractor shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Contractor shall maintain the aforementioned insurance until the Services are completed or the Agreement is terminated, whichever is last to occur (or, in the case of Section 7.2(d), for so long as may reasonably be required by the City).

**ARTICLE 8 - GENERAL**

8.1 **Schedules**

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

Schedule "A" - Services  
Schedule "B" - Terms of Payment  
Schedule "C" - Special Terms and Conditions

8.2 **Notices**

Any notice provided for or permitted to be given pursuant to this Agreement shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out in Schedule "C".

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by the City to the Contractor or by the Contractor to the City.

8.3 **Assignment**

The Contractor shall not assign this Agreement or any portion thereof without the prior written consent of the City, which consent may be arbitrarily withheld. Upon any transfer or assignment by the City of this Agreement, the City shall be released from its obligations hereunder. The City may assign this Agreement in whole or in part to any person in the City's sole discretion without notice to the Contractor.

8.4 **Waiver**

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the City of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the City.

8.5 **Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

8.6 **No Agency**

Nothing in this Agreement, nor in any acts of the City and the Contractor pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the City and the Contractor, and neither party has the authority to bind the other to any obligation of any kind.

8.7 **Whole Agreement**

The provisions of this Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

8.8 **Partial Invalidity**

If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

8.9 **Time of Essence**

Time shall be of the essence of this Agreement.

8.10 **Expiration of Time**

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Ontario, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Ontario.

8.11 **Further Assurances**

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

8.12 **Governing Law**

This Agreement shall be governed by the laws in force in the Province of Ontario and the courts of Province of Ontario shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seals by the hands of their proper officers.

**CITY OF KENORA**

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Andrew Poirier

\_\_\_\_\_  
Mayor

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Heather Pihulak

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**[NAME OF CONTRACTOR]**

Per:

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Position of Authorized Signing Officer

Per:

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Position of Authorized Signing Officer

## **SCHEDULE "A"**

### **SERVICES**

The services to be provided by the Contractor to the City are those services described in the Invitation to Tender documents, specifically Appendix A, as issued May 15, 2026, a copy of which is attached hereto and incorporated in this Schedule "A" by reference.

## SCHEDULE "B"

### TERMS OF PAYMENT

Subject to all other terms and conditions of this Agreement, the Purchaser shall pay to the Contractor amounts not to exceed in the aggregate the Agreement Amount, in the following manner:

1. At the beginning of each calendar month an invoice shall be submitted to the City by the Contractor in respect of Services provided during the immediately preceding month. Each invoice shall, in respect of such month:
  - (a) refer to the purchase order number,
  - (b) where applicable, separately identify work performed in Canada and elsewhere and the proportionate allocation of the invoice amount in that regard;
  - (c) identify as separate items any travel and living expenses, and/or any tax, duty or charge separately chargeable to the City (in addition to the Agreement Amount) but only as specified and provided for in Schedule "C"; and
  - (d) identify the number of man-days or hours expended in providing the Services, the applicable rates and charges for the time expended, and a description of the Services performed in that regard.

The Contractor may elect, at its option, to provide the City with one invoice for the whole of the Services to be provided hereunder in place of monthly invoices, provided that all the required information is included in such invoice.

2. Subject to the verification of each invoice by the City and all other terms and conditions of the Agreement (including, without limitation, the Services being satisfactory to the City, the City shall pay the Contractor the amount of each invoice within thirty (30) days of receipt of same.

**SCHEDULE "C"**

**SPECIAL CONDITIONS**

**A. REQUIRED INFORMATION**

1. "Agreement Amount" means the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in Canadian funds.
2. "Commencement Date" means June 1, 2026.
3. "Completion Date" means September 24, 2026.
4. The City's address for notice is:

**CITY OF KENORA**  
1 Main Street South  
Kenora, ON P9N 3X2

Telephone: 807-467-2236  
Fax:

Attention: Manager, Facilities Maintenance

5. The Contractor's address for notice is:

[INSERT ADDRESS AND "ATTENTION"]

**B. SPECIAL TERMS AND CONDITIONS**

1. Notwithstanding the provisions of Section 4.2 of the Agreement, the following amounts shall be payable by the City to the Contractor or appropriate taxing authorities, as may be applicable, in addition to the Agreement Amount.

DESCRIPTION OF TAX, DUTY OR OTHER CHARGE	AMOUNT
HST	13% of Agreement Amount