

CITY OF TEMISKAMING SHORES

CONTRACT FOR DAWSON POINT ROAD & PETER'S ROAD REHABILITATION

January 2026

CITY OF TEMISKAMING SHORES

325 Farr Drive
Haileybury, ON
P0J 1K0

Prepared by:

J.L. RICHARDS & ASSOCIATES LIMITED
Consulting Engineers, Architects & Planners
314 Countryside Drive
Sudbury, ON
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City Number: PW-RFT-002-2026

JLR No.: 33539-000

CITY OF TEMISKAMING SHORES

DAWSON POINT ROAD & PETER'S ROAD REHABILITATION

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SECTION A

INFORMATION FOR BIDDERS

1. SCOPE OF WORK

The full scope of the work is prescribed in detail in the attached tender documents. Without limiting the specifics of these requirements, the work generally consists of:

1. Supply and install of new granular material and asphalt for full depth roadway reconstruction
2. Milling and paving of existing roadway
3. Active transportation improvements within proposed site boundaries
4. Coordination with Hydro One for installation of new hydro poles,
5. Supply and install of new pole mounted streetlighting and associated appurtenances
6. Supply and install of stormwater pipe and culverts
7. Supply and install of granular material and culverts
8. Restoration of all areas disturbed during construction to an equivalent or better condition than existed prior to construction.

J.L. Richards & Associates Limited (JLR) will administer the construction contract, with construction review being carried out by JLR and the City of Temiskaming Shores.

All works to be in accordance with Drawings prepared by J.L. Richards & Associates Limited, approved by the City of Temiskaming Shores. The Contractor shall review the Drawings prior to the commencement of the works to estimate the quantities required for the proposed works. The Drawings are only for the sole purpose of indicating to the Contractor the general magnitude of the work. It is the Contractor's responsibility to verify all quantities.

The Owner reserves the right to reduce the Scope of Work of the Contract through deletion of items of work, reduction in quantities or deletion of part or all of the work. If the Owner should, at his sole discretion, reduce the Scope of Work or eliminate items from the Contract, the unit prices of affected items of work shall not be revised nor will additional compensation be available for any changes in quantities and payment will be made for the actual amount of work done and materials furnished at the unit prices set forth in the Contract.

2. GENERAL CONDITIONS, STANDARD SPECIFICATIONS & DRAWINGS

All work shall be carried out in accordance with current Ontario Provincial Standard Specifications and Drawings and the requirement of these Contract Documents and Drawings. The current Ontario Provincial Standard General Conditions apply to this contract and will be included in the legal documents.

3. OWNER OF THE WORKS

The Owner of the works shall be the City of Temiskaming Shores.

Wherein this contract reference is made to the City of Temiskaming Shores or the Town, it shall mean the same as the Owner and defined in Section 1.0 of the General Conditions.

4. CONSTRUCTION SCHEDULE

Construction shall be completed by October 31, 2027.

5. INVITATION

Ensure offers are signed under seal, executed, and dated and are received electronically by Owner through City's Portal **before 2:00 pm local time on 12th day of February, 2026**.

Submit electronic Bids through City's Portal, as indicated above. Bids submitted to JLR, or Owner address / office will not be opened and will be declared informal.

Offers submitted after the above time will be returned to Bidder unopened.

Amendments to submitted offer will be permitted if received in writing prior to Bid closing and if endorsed by same party or parties who signed and sealed offer.

The use of mail, courier, fax, e-mail, or other means for delivery of a tender, not noted above, will not be accepted.

6. **DISQUALIFICATION OF TENDERS**

Under no circumstances will Tenders be considered which are received after 2:00 pm on the advertised closing date for Tenders, are not accompanied by a tender deposit in an amount not less than that specified and are not accompanied by an Agreement to Bond in accordance with these documents and acceptable to the Owner.

7. **WITHDRAWAL OR QUALIFYING OF TENDERS**

A Bidder who has already submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Bidder for this Contract.

A Bidder may withdraw or qualify his Tender at any time up to the official closing time by submitting an electronic letter bearing his signature and seal as in his Tender to City of Temiskaming Shores through the proper bidding platform (City's Portal) process. No e-mails, facsimiles, telegrams, or telephone calls will be considered.

8. **INFORMAL OR UNBALANCED TENDERS**

Tenders which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as informal.

Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interest of the Owner may be rejected.

Wherever in a Tender the amount tendered for an item does not agree with the extension of the estimated quantity and the Tendered Unit Price, the Unit Price shall govern, and the amount shall be corrected accordingly.

The Owners reserve the right to waive informalities at his discretion.

Bidders who have submitted Tenders which have been rejected by the Owners because of informalities will be notified of the reason for the rejection within ten (10) days after the closing date for Tenders.

9. **BID OPENING**

The pricing for the successful bidder will be made available to all bidders following award.

10. **PERFORMANCE AND PAYMENT BONDS, LETTER OF CREDIT**

The successful Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall, unless otherwise directed, will be required to furnish to the Owner a Performance Bond in the amount of one hundred percent (100%)

of the total tender price and a Labour and Material Payment Bond in the amount of 50% of the Total Tender Price. The Bidder shall tender for the cost of bonding in the item provided for that purpose in the Form of Tender on the assumption that the bonds will remain in full force without reduction until the end of the maintenance period.

The Bidder shall include with his tender an Agreement to Bond in a form acceptable to City of Temiskaming Shores executed under its corporate seal by the surety company from which he proposed to obtain the required bonds.

The Bidder will be required to furnish the surety in triplicate as required herein within seven (7) days after notification of the execution of the agreement by the Owner has been mailed to him. One copy of the said surety shall be bound into each of the three (3) executed sets of the Contract. The Bidders attention is drawn to the Form of Tender, "Standard Tender Requirements," for bonds, which may be required for subcontractors.

11. SUBCONTRACTORS

The Bidder shall give under 'Form of Tender' of Section B of the tender package, the name and address of each proposed subcontractor used in making up his tender and shall state the portion and value of the work allotted to each. Only one subcontractor shall be named for each part of the work to be sublet.

If the successful Bidder wishes to substitute a subcontractor other than the one named in 'Form of Tender' for a specific item of work, he shall submit documentation to the Consultant pertaining to the proposed subcontractor's experience and competence to carry out the work. Employment of the proposed subcontractor on the works is subject to the written approval of the Consultant. The term "subcontractor" as referred to in this clause shall not include suppliers of pre-selected equipment unless otherwise specifically stated in these documents or directed.

The Contractor shall arrange that each of his Owner-approved subcontractors whose subcontracts have a value of \$250,000 or greater, together with surety companies approved by the Owner, shall furnish to the Contractor a Performance Bond, as defined above, and a separate Labour and Material Payment Bond in the amount of fifty-percent (50%) of the total value of the respective subcontract.

The Performance Bond is to be in the form of C.C.A. Document No. (S)21 and the Labour and Material Payment Bond in the form of C.C.A. Document (S)22, both as approved by the Insurance Bureau of Canada. The Owner will reimburse the Contractor in the amount of the cost of the bonds, with no mark-up included, upon submission by the Contractor to the Owner of the surety companies' relevant receipted invoices.

The Owner will not require completed Agreement to Bond forms, for the subcontractor's bonds mentioned above, to be submitted by the Bidder at the time of tendering. The Bidder may, in his discretion, decide to obtain Agreements to Bond from his subcontractors at the time of tendering.

12. EXAMINATION OF SITE

Each Bidder should familiarize themselves with the site before submitting their Tender. It is the Bidder's discretion to determine if a personal examination of the local conditions will be required to satisfy themselves with the project conditions in order to properly execute the construction and conduct the work.

Each Bidder shall make their own estimate of the facilities and difficulties to be encountered, including the nature of the subsurface materials and conditions. They are not to claim at any time that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

13. TENDER

Each Tender shall be in accordance with the General Conditions and shall include a completed Form of Tender, as bound herein. The Form of Tender must not be separated nor removed from the other documents therewith. The Bidder shall give the total Tender Price both in words and in figures and shall fill in all blank spaces for unit prices, item prices and lump sums in the Form of Tender. Ensure offers are signed under seal, executed, and dated and are received electronically by Owner through City's Portal before the closing deadline.

14. SUBMISSION / BID OPENING FORMAT

Bids must be submitted electronically, using the **Electronic Bid Submissions Portal** on the City's website:

<https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx>

Submissions must be in a **pdf format** and can be no larger than 50 MB.

Subject Line: PW-RFT-002-2026 Dawson Pt Rd & Peters Rd Rehabilitation

Addressed to: Logan Belanger, Clerk

Bidders will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Bidder not receive a confirmation email.

The City has no liability to the Bidder/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Tenders will be at **2:00 p.m. local time on the 12th of February, 2026**.

- Late Tenders will not be accepted;
- Tenders by fax will not be accepted;
- Tenders by mail will not be accepted;
- Partial Tenders are not accepted;
- The City reserves the right to accept or reject any or all Tenders
- The lowest priced Tender will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Tender from any Bidder;
- The City reserves the right to enter into negotiations with a Bidder and any changes to the Tenders that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Bidder, a third party or references (whether provided in the Tenders or not), confirmation of any information provided by the Bidder in their Proposal.
- The Tender shall be valid for 30 days from submission date.

The Form of Tender must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Tender by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Tender form or by a covering letter, or by alterations to the Tender form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Bidder or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFT.

15. **OMISSIONS AND DISCREPANCIES**

Should a Bidder find discrepancies in, or omissions from, the Contract Document, or should he be in doubt as to its meaning, inquiries must be sent through City's Portal in writing.

Contractor inquiries may be issued up to ten (10) Working Days prior to bid close.

16. **INTERPRETATIONS AND ADDENDA**

No oral interpretation shall be made to a Bidder as to the meaning of any of the Contract Documents or be effective to modify any of the provisions of the Contract Documents. Every request for and interpretation shall be digitally submitted through City's Portal.

Replies to inquiries will be in the form of an addendum and will be uploaded to City's portal no later than seven (7) Working Days before bid close.

17. **BASIS OF AWARD**

The Owner will not necessarily award the Contract to the lowest responsive Bidder by Total Tender Price (HST excluded), who will upon formal notification of award thereafter shall be known as the Contractor.

Selection shall be based on "Best Value for Money" in accordance with the Owner's Procurement Policy, Bylaw No. 2017-015. As, such, the evaluation of tenders shall include but is not limited to such factors as: Total Acquisition Cost; quality and fit-for-purpose issues; product or service lead time and delivery schedule; supplier performance including past performance, litigation, disputes, quality, sufficiency of supply, bond claims, liens, garnishees, arbitration, and administrative, consultant, legal and accounting costs resulting from a contract award and performance of the supplier, product or service support; environmental and sustainability issues; support and maintenance considerations; and end of life disposal.

The Owner reserves the right to disqualify any tender that is incomplete or is otherwise not submitted in strict accordance with the terms and conditions set forth in this Request for Tender. The Owner reserves the right to accept or reject any or all tenders received, should it be deemed in the best interest to the Owner. Should only one Tender be received, the Owner reserves the right to reject it.

18. **ACCEPTANCE OR REJECTION OF TENDERS**

Subject to the General Conditions, neither the Consulting Engineers nor an officer or employee or the Owner has authority to make or accept an offer or to enter into a Contract on behalf of the Owner or to create any right against or to impose any obligations on the Owner. Recommendation of a Tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.

A Tender is accepted by the Owner and a Contract is made thereby between the Owner and a Bidder only when an Agreement is executed by the Owner and by the Bidder, and the acceptance of a Tender and the execution of an Agreement by the Owner is subject to the express condition that the Owner receive a Performance Bond and a Labour and Material Payment Bond, as required herein and in a form satisfactory to the Solicitor for the Owner, within seven (7) days after notification of the execution of the Agreement by the Owner has been mailed to the Bidder whose Tender has been accepted as aforesaid.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior or subsequent to or by reason of the acceptance or the non-acceptance by the Owner of any Tender or by reason of any delay in the acceptance of a Tender as provided in the Contract. Tenders are subject to a formal Contract being prepared and executed. The Owner reserves the right to reject any or all Tenders and to waive informalities as the interests of the Owner may require without stating reasons therefore and the lowest or any Tender will not necessarily be accepted. Tenders that do not exhibit an adequate "Proof of Ability" may be rejected.

19. **IRREVOCABILITY OF OFFER**

The Bidder shall not revoke its offer until after the expiration of sixty (60) days after the opening of Tenders by the Owner. If the Bidder revokes its offer prior to the expiration of the sixty (60) days after Tender opening, the Bidder shall forfeit its Tender deposit, but this shall not prohibit the Owner from pursuing any other legal remedy which it may have.

20. **WORKPLACE SAFETY AND INSURANCE BOARD**

The Contractor shall, at the time of entering into any contract with the Owner, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid.

21. **TAXES**

Bidders shall not include any amounts for the Harmonized Sales Tax (HST) in the preparation of their tender prices.

This project and owner are exempt from HST, therefore HST shall not be a part of the payment for this work and excluded from the final quotes.

Note: The Owner's HST Registration Number will be provided to the successful bidder at the commencement of the project.

22. **INSURANCE**

Insurance shall be in accordance with Section GC 6.0 of the General Conditions. The following shall be named as additional insureds:

City of Temiskaming Shores
J.L. Richards & Associates Limited

The contractor shall carry General Liability Insurance, and shall name the Contractor, the Owner, the Contract Administrator (J.L. Richards and Associates Limited) and any other required contractor or subcontractors that will be accessing the site during construction. The minimum insurance coverage with respect to any one accident shall be \$5,000,000.00 (five million dollars).

The contractor shall also carry Automobile Liability Insurance and shall have limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence.

23. PRIVATE LANDS

The Contractor shall not enter upon or occupy, with men, tools, or materials of any nature, lands outside of the designated work area, including, but not limited to the adjacent public streets rights-of-way or any surrounding private properties.

When work has to proceed on private property and after consent has been received by the Contractor from the proper parties and a certified copy of which consent has been furnished to the Consultant, the Contractor will take every precaution to minimize the damage to the gardens, sheds, fences, trees, mailboxes, buildings/structures, driveways, hedges and paths, and to minimize inconvenience to property owners. The Contractor's unit's prices will be deemed to cover any restoration work necessary and all remedial work will be done to the satisfaction of the Consultant and the property Owners.

24. USE OF WATER

The Contractor shall make all arrangements with the Owner for water to be used in this Contract.

25. SETTING OUT

The Contractor will be responsible for ALL layout from information supplied on the Drawings and bars in the field. The project benchmark information was provided by Callon Dietz, the legal surveyors of this project; the Contractor shall confirm the project benchmark.

It is emphasized that the Contractor must exercise extreme care in setting invert grades. The Contractor shall work to provide sufficient precision to ensure that every point in the sewer invert will be set within a tolerance of 0.01% of the design slope.

26. SCHEDULE OF WORK

At the time of tendering, the Bidder shall submit, with the Tender, a Gantt Chart for the major items indicating the proposed Schedule and Procedure of Work. The Gantt Chart Schedule and Procedure of Work is to be consistent with the Construction Schedule outlined in Section 4 of this document (Information for Bidders). The schedule, when approved, will form part of the Contract, and shall be binding on the Contractor.

Failure to submit the Schedule of Procedure of Work will result in the Tender being declared irregular. The Owner will require that the Schedule and Procedure of work be updated and resubmitted on a bi-weekly basis for the duration of the Contract.

During the operation of this Contract, if any change arises which, in the opinion of the Contractor, prevents him from functioning at the progress scheduled, he shall immediately notify the Consultant, in writing, requesting an alteration in the Schedule, as he deems necessary. The Consultant may, at his discretion, alter the requirements of the Schedule for such period of time as he may determine to be necessary.

It is anticipated that biweekly construction meetings will be held during the duration of this Contract and thus the Contractor shall submit revised schedules to the Owner and the Consultant 24 hours prior to all construction meetings.

27. GUARANTEED MAINTENANCE PERIOD

The Guaranteed Maintenance Period shall be for a period of one (1) year following issuance of Substantial Completion by the Consultant. During this period, the Contractor shall maintain all work and carry out such repairs as directed by the Consultant. Repairs, as requested by the Consultant,

shall be undertaken within twenty-four (24) hours of notice being given; otherwise, the Owners shall have such repairs carried out by others and charged against the Contractor.

28. **GEOTECHNICAL REPORT**

The following geotechnical investigation has been prepared by EXP for the overall project:

1. Geotechnical Investigation and Design Report, New Liskeard, Ontario, dated May 29th, 2025. Project No.: SUD-25006350

The above geotechnical documents have been provided to all Bidders as part of the Tender Package and shall be read in conjunction with the Tender Document. The City of Temiskaming Shores and the Consulting Engineer neither offer nor imply any warranty as to the completeness of the geotechnical/soils information. Any assessments or interpretations placed on the geotechnical/soils information are entirely the responsibility of the Bidder.

29. **MISCELLANEOUS ITEMS**

Bidders shall note that although the main items of work are listed in the Schedule of Items and Prices in the Form of Tender, it shall be required that the Contractor complete all the work required by the Plans or the Specifications even though every item may not be specifically listed in the Form of Tender. The cost of such miscellaneous items shall be deemed to be included in the unit prices for the main items of work listed in the Form of Tender. Miscellaneous work shall include such items as the cost of insurance, permits, bonds, access roads, clean-up, site offices and all other tasks, materials, or equipment necessary for the proper carrying out and completion of the work.

30. **ACCESS TO SITE**

Access to the construction site is through Robert Street, Mckelvie Avenue or through Highway 65.

31. **PARKING**

Contractor shall submit to the Owner and Consultant a selected pre-dedicated lay-down area for approval prior to the start of construction. Once a lay-down area is confirmed, the Contractor shall coordinate all parking for the vehicles, equipment, and cars of his employees and those of his subcontractors and visitors at his own cost during construction. Following the completion of construction, the Contractor is to leave this dedicated lay-down area in a neat and tidy manner and in its original condition or better

32. **TESTING**

- (a) Cost of testing for quality control (QC), (sieve analyses, subgrade inspections, concrete testing, concrete materials, compaction tests, etc.), shall be inclusive of the total bid price and paid for by the Contractor.
- (b) Results of the completed QC testing shall be provided weekly to the Consultant and Owner.

33. **RELEASE OF HOLDBACK**

Pursuant to the *Construction Act*, R.S.O. 1990, c. C.30, the Owner shall release the holdback following 60 days from the date of publication of the Certificate of Substantial Performance in a Regional construction trade newspaper and upon receipt of the following.

- (a) Statutory Declaration.
- (b) Workers' Safety and Insurance Board clearance certificate.
- (c) Copy of publication notice declaring substantial performance.

The owner may refuse to pay some or all of the holdback by.

1. Publishing a Notice of Non-Payment of Holdback (Form 6) no later than 40 days after
 - (a) publication of certification or declaration of substantial performance; or
 - (b) the date on which the contract was completed, abandoned or terminated; if no certificate is published; and
2. Notifying the contractor of the publication of the notice in writing (electronic or paper format) within three days of publication.

34. **DEWATERING**

Based on the Geotechnical Report, groundwater was generally not encountered in the completed boreholes. Therefore, significant dewatering is not anticipated for this project, and a Permit to Take Water (PTTW) is unlikely to be required. Any perched water encountered should be manageable using conventional construction pumps and sumps.

The contractor is responsible for proposing an appropriate dewatering system. Unit prices shall include all dewatering activities, and no separate payment will be made for dewatering.

35. **EROSION AND SEDIMENT CONTROL**

The Contractor shall be responsible for erosion and sediment controls during all phases of site preparation, servicing, and construction in accordance with the "Guidelines on Erosion and Sediment Control for Urban Construction Sites" and all applicable legislation. Erosion and sediment control features shall be installed maintained and removed in accordance with OPSS 805.

36. **PROVISIONAL ITEMS**

Provisional Items are items of work that may or may not be required during construction and for which the actual quantity may vary substantially from the estimated quantity presented in the Form of Tender.

The Contractor shall price these items accordingly and not claim any anticipated loss of profit, or increased overhead, if any or all of these items are deleted altogether.

37. **CARE AND CLEANING OF SITE**

The Contractor shall confine his plant, materials and other parts of the work and the operations of his employees to limits indicated by laws, ordinances, permits or lawful authority or by the directions of the Consultant and shall not unreasonably encumber the site with his materials. The Contractor shall at all times keep the site free from accumulations of waste materials or rubbish caused by his employees or work and shall at all times obey the instructions of the Consultant regarding same. Upon completion of the work the Contractor shall at his own expense remove and dispose of all rubbish and all his plant and surplus materials and shall leave the site absolutely clear thereof and in good order to the entire satisfaction of the Consultant. Cleaning up shall be a condition precedent to final acceptance of the work.

The Contractor will be responsible to keep all roads affected by his operation clean.

The costs involved for care and cleaning of the site shall be included in the unit prices of the replaced buried linear infrastructure.

38. **SITE FIELD OFFICE**

A site field office is not required for this contract.

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as for

a bond totalling

(BIDDER'S NAME)

One Hundred Per Cent (100%) of the Contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works, and a bond totalling Fifty Per Cent (50%) of the Contract amount for the Labour and Material shown as described herein, if the tender for shown as described herein,

(PROJECT NAME & TITLE)

is accepted by the City of Temiskaming Shores.

It is a condition of this Agreement that if the above-mentioned tender is accepted, a Performance Bond must be completed with the undersigned within seven (7) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

Dated this _____ day of _____, 20__.

Name of Bonding Company

SEAL

Signature of Authorized Person
Signing for Bonding Company

END OF SECTION

SECTION B

FORM OF TENDER

CITY OF TEMISKAMING SHORES
CONTRACT FOR
DAWSON POINT ROAD & PETER'S POINT ROAD REHABILITATION

FORM OF TENDER

- I N D E X -

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FORM OF TENDER

The Bidder agrees to complete the works within the time specified.

The Bidder agrees that this Tender is subject to a formal contract being prepared and executed.

The Bidder declares that no person, firm or corporation other than the Bidder has any interest in this Tender or in the proposed Contract for which this Tender is made.

The Bidder further declares that no officer or employee of City of Temiskaming Shores is or will become interested directly or indirectly as a contract party, partner, shareholder, surety or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom.

Dated at this day of, 20.....

Signature of Witness

Signature of Bidder

NOTE: If the Tender is submitted by or on behalf of a corporation, it must be signed in the name of such corporation by the duly authorized officers, and the seal of the corporation must be affixed. If the Tender is submitted by or on behalf of any individual or a partnership, a seal must be affixed opposite the signature of the individual or the partner.

CITY OF TEMISKAMING SHORES

CONTRACT FOR

DAWSON POINT ROAD & PETER'S ROAD REHABILITATION

FORM OF TENDER

NOTE: The Tenderer's name and residence must be inserted here. In case of a firm, the name and residence of each and every member of the firm must be inserted.

Tender by:

residing at (or place of business)

.....
comprising the firm of

a Company duly incorporated under the laws of.....

and having its Head Office at.....

.....
and having HST Registration Number:.....

hereinafter called the "Tenderer".

TO: CITY OF TEMISKAMING SHORES
325 Farr Drive
Haileybury, ON
POJ 1K0

We,....., having carefully examined the locality and site of the proposed works and all Contract Documents relating thereto, including the Drawings, Form of Tender, Information for Tenderers, Specifications, Schedule of Items and Prices, General Conditions, Forms and♦ inclusive, hereby Tender and offer, in accordance therewith, to enter into a Contract within the prescribed time to construct the said works in strict accordance with the Contract Documents and such further detail drawings as may be supplied from time to time, and to furnish all materials, labour, tools, plant, matters and things necessary therefor complete and ready for use within the time specified in accordance with the unit prices stated in the Schedule of Items and Prices.

- ♦ The Tenderer will insert the number of the Addenda received by him during the Tendering period and taken into account by him in preparing his Tender.

The aforesaid unit prices are as follows:

2026-Dawson Point Road and Peters Road Rehabilitation

Dawson Point and Peters Road

Item No.	Spec.	Item	Tender Quantity	Unit	Unit Price	Amount
1	S.P. #1	Mobilization/Demobilization	1.00	L.S.		
2	S.P. #2	Insurance and Bonding	1.00	L.S.		
3	OPSS.MUNI 805, S.P #3	Erosion and Sediment Control	1.00	L.S.		
4	OPSS.MUNI 501, S.P. #4	Geotechnical Testing	1.00	L.S.		
5	OPSS.MUNI 506, S.P. #5	Dust Suppression and Roadway Watering	1.00	L.S.		
6	OPSS.MUNI 206, 401, 492 S.P. #6	Test Digs (Provisional)	4.00	ea		
7	S.P #9	Traffic Control	1.00	L.S.		
		Subtotal				

Dawson Point Road (West of Peters Road)

Item No.	Spec.	Item	Tender Quantity	Unit	Unit Price	Amount
4	OPSS.MUNI.510	Asphalt Removal	4,960.00	m2		
5	OPSS.MUNI. 206	Earthworks Excavation	4,250.00	m3		
6	OPSS.MUNI.510	Sawcut Existing Asphalt	15.00	m		
9	OPSS.MUNI. 314, S.P. #10	Granular 'A' (150mm)	4,800.00	t		
10	OPSS.MUNI. 314	Granular 'B' Type II (300mm)	7,150.00	t		
14	OPSS.MUNI. 405 and 410	Subdrain (geotextile knitted sock)	1,180.00	m		
15	OPSS.MUNI. 804	Topsoil and Hydroseed	1,700.00	m2		
19	OPSS.MUNI.402, 407, S.P.#11	CB (600x600mm)-OPSD 705.010 w/ F&G OPSD 400.020	3.00	ea		
20	OPSS.MUNI.402, 407, S.P.#11	DICB (600x600mm) OPSD705.030 w/ F&G OPSD 400.010	3.00	ea		
21	OPSS.MUNI.402, 407, S.P.#11	CBMH (1200mm) OPSD 701.010 w/ F&G OPSD 400.020	3.00	ea		
22	OPSS.MUNI.410, S.P #11	Storm Sewer (HDPE - 375mm)	130.00	m		
23	OPSS.MUNI.410	Culvert (HDPE - 450mm)	20.00	m		
24	OPSS.MUNI.410	Culvert (HDPE - 600mm)	135.00	m		
25	OPSS.MUNI.410	Culvert (HDPE - 800mm)	45.00	m		
28	OPSS.MUNI.510,	Remove Pipe Culverts (all sizes)	330.00	m		
29	OPSS.MUNI.510	Removals Ditch inlets (full depth)	2.00	ea.		
		Sub Total				

Electrical (Streetlights)

Item No.	Spec.	Item	Tender Quantity	Unit	Unit Price	Amount
30	dwg. E01	30A, 120/240V Outdoor Safety Switch / Disconnect	2	ea.		
31	dwg. E01	15A, 120/240V Fuse	4	ea.		
32	dwg. E01	2C-#6 AWG RW90 Wire + Ground (Installation and Terminations)	1000	m		
33	dwg. E01	53mm Conduit (Includes Fittings, Elbows, ect.)	1000	m		
34	dwg. E01	Stella Jones Wooden Utility Pole	10	ea.		
35	dwg. E01	NXT Series Lighting Fixture + Riser Wiring (Rough shipping included)	10	ea.		
36	dwg. E01	Pole Fixture Arms (Labour Included)	10	ea.		
37	dwg. E01	#6 AWG Bare Stranded Copper Ground Wire Loop	2	ea.		
38	dwg. E01	Grounding Electrode	3	ea.		
39	dwg. E01	Pull Boxes	10	ea.		
		Sub Total				

Grand Total
Contingency (10%)

Final Total

2027 Dawson Point Road and Peters Road Rehabilitation

Peters Road

Item No.	Spec.	Item	Tender Quantity	Unit	Unit Price	Amount
40	OPSS.MUNI.510,	Asphalt Removal	5215	m2		
41	OPSS.MUNI. 206	Earthworks Excavation	2845	m3		
42	OPSS.MUNI. 310, S.P. #7	Asphalt (SP 12.5) (40mm)	562.5	t		
43	OPSS.MUNI. 310, S.P. #7	Asphalt (SP 19) (50mm)	687.5	t		
44	OPSS.MUNI. 314	Granular 'A' (150mm)	2737.5	t		
45	OPSS.MUNI. 314	Granular 'B' Type II (300mm)	5712.5	t		
46	OPSS.MUNI. 310	Tack Coat	5620	m2		
47	OPSS.MUNI. 405 and 410	Subdrain (geotextile knitted sock)	155	m		
48	OPSS.MUNI. 804	Topsoil and Hydroseed	1390	m2		
49	OPSS.MUNI. 710	Line Paint (Yellow)	695	m		
50	OPSS.MUNI. 710	Line Paint (White)	550	m		
52	OPSS.MUNI.510	Sawcut Existing Asphalt	7	m		
		Subtotal				

Dawson Point Road (Milling East of Peters Rd + Surface Asphalt West of Peters Rd)

Item No.	Spec.	Item	Tender Quantity	Unit	Unit Price	Amount
53	OPSS. MUNI 409, S.P #11	Storm Sewer CCTV	130	m		
54	OPSS.MUNI.330, S.P. #13	Removal of Asphalt Pavement - Partial Depth - Mill 50mm (East of Peters Rd)	3350	m2		
55	OPSS.MUNI.510	Sawcut Existing Asphalt	15	m		
56	OPSS.MUNI. 310, S.P. #7	Asphalt (SP 12.5) (40mm)	1200	t		
57	OPSS.MUNI. 310, S.P. #7	Asphalt (SP 19) (50mm)	950	t		
58	OPSS.MUNI.353	Curb & Gutter OPSD 600.040	315	m		
59	OPSS.MUNI. 310	Tack Coat	10815	m2		
60	OPSS.MUNI. 710	Solid 10cm Line Paint (Yellow)	1355	m		
61	OPSS.MUNI. 711	Solid 10cm Line Paint (White)	1600	m		
62	-	Intersection crossfall correction	1.00	L.S.		
63	S.P. #12	Driveway Restoration	1.00	L.S.		
		Sub Total				

**Grand Total
Contingency (10%)**

Final Total

SUBCONTRACTORS

The following is a list of Sub-contractors which I/We propose to employ for this work:

<u>Sub Trade</u>	<u>Name and Address of Sub-contractor</u>
Survey	
Geotech	
Asphalt	
Roadworks	
Electrical Installation	
Other	

DATED AT _____ this _____ day of _____, 20____.

Bidder
(initial)

Labour and Equipment Rates

Herewith is the list of Labour and Equipment Rates:

Labour and Equipment Rates

Additional Labour Requirements:

Foreman

Tradesman: Instrument Technician

Skilled Labour

Labourer

Flag Pers

Flag Green

Heavy Equipment Operators

Additional Equipment Requirements: (List all required equipment available to project with hourly and daily rates)

SECTION C

FORM OF AGREEMENT

PROJECT: DAWSON POINT ROAD & PETER'S ROAD REHABILITATION

CITY OF TEMISKAMING SHORES

THIS AGREEMENT, made in quadruple this _____ day of _____, 2026.

BETWEEN:

.....
.....
.....
.....

(hereinafter called the
"Contractor")
of the first part

AND

CITY OF TEMISKAMING SHORES
325 Farr Drive
Haileybury, ON
P0J 1K0

(hereinafter called the
"Owner")
of the second part

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter indicated, undertake and agree as follows:

ARTICLE I

The following documents, which have been signed or initialled in quadruple for identification by both parties, are to be read herewith and form part of this present Agreement for each Contract as fully and completely to all intents and purposes as though all stipulations thereof have been embodied herein:

1. This Agreement
2. Addenda, if any
3. Special Provisions
4. Information for Bidders
5. General Conditions
6. Specifications
7. Current Ontario Provincial Standards and Specifications (Included in Form of Tender)
8. Contract Drawings
9. Standard Ontario Provincial Drawings (Included in Form of Tender)
10. Form of Tender.

In the event of any inconsistency or conflict in the provisions of any of the herein before outlined documents which form part of this Agreement, such conflicting provisions shall take priority in the order as outlined above.

ARTICLE II

The Contractor undertakes and agrees as follows:

- (a) To provide at his own expense, all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out elsewhere in this Contract and shall forthwith, according to the instructions of the Consultant, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the owner within the time specified in the Contract.
- (b) To grant the Owner the right to use completed portions of all Contract construction prior to completion of the Contract without any additional compensation.

ARTICLE III

The Owner undertakes and agrees as follows:

- (a) To pay the Contractor in lawful money of Canada for the performance of Work of the Contract (subject to additions and deductions as provided in the General Conditions of the Contract) in accordance with the Schedule of Items and Prices.

This Schedule of Unit Prices as described in the Form of Tender annexed to this agreement, shall be used to calculate Progress Payments.

- (b) To make payments on account thereof upon the Certificate of the Consultant (when the Consultant is satisfied that payments due to Sub-contractors have been made), as follows:
 - (i) At a date in each calendar month to be specified by the Consultant, the Contractor shall prepare and deliver to the Consultant for checking, a written estimate of the value, calculated based on a percentage of work completed for the labour and material incorporated in the work of the Contract. With each such estimate, the Contractor shall deliver a requisition for ninety percent (90%) of such estimate less all previous payments. The Consultant shall, within ten (10) days after receipt by him of such requisition, issue in favour of the Contractor, a Certificate for ninety percent (90%) of the value proportionate to the amount of the Contract, of labour and materials incorporated in the work up to the first day of that month as estimated by the Contractor and approved by the Consultant, less the aggregate of previous payments. Within ten (10) days after delivery by the Consultant to the Owner of each Certificate, the Owner shall pay to the Contractor the amount of such Certificate.
 - (ii) Payment by the Owner of the ten percent (10%) holdback shall be in accordance with the General Conditions, and

- (c) If, on account of climatic or other conditions reasonably beyond the Contractor's control, there are items of work that cannot be readily completed, the payment in full for the work which has been complete shall not be delayed on account thereof, the Owner or Consultant may withhold a sufficient and reasonable sum as will adequately protect the Owner for work to be completed.

ARTICLE IV

In the event that the Tender provides for and contains Contingency Allowances, it is understood and agreed that such Contingency Allowances are merely for the convenience of the accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him as directed by the Consultant.

ARTICLE V

No implied Contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the owner shall be the only covenants and agreements upon which any rights against the owner may be founded.

ARTICLE VI

- (a) The Contractor declares that in tendering for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his Tender or his acceptance of the work or that, not having so investigated, he is willing to assume, and does hereby assume, all risk of conditions arising or developing in the course of the work which might or could make the work or any items thereof more expensive in character or more onerous to fulfil than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or Consultant, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Owner.
- (b) The Contractor agrees that the Tendered Contract price includes the supply of all material and equipment necessary to complete all works to the satisfaction of the Town and the Consultant. The Contractor also declares that he would not be entitled to any extra compensation as a result of soil conditions encountered in the proper performance of this Contract. It is understood that all rock excavation or any sub-excavation of unsuitable soil or any imported backfill material that may be required for the proper performance of this Contract are included in the Tendered Contract price.
- (c) The Contractor agrees to maintain all works completed under this Contract until one year following issuance of Substantial Performance by the Consultant.

ARTICLE VII

The Contractor and the Owner for themselves, their successors, and assigns, hereby undertake and agree to full performance of the covenants contained herein and the Contract Documents as listed in Article I herein.

ARTICLE VIII

If and whenever either party hereto desires to give notice to the other party under or in connection with this Agreement, such notice will be effectively given if sent by registered mail to the **Contractor** at:

.....

and to the **Owner** at:

..... 325 FARR DRIVE, HAILEYBURY, ON P0J 1K0

and to the Consultant at:

.....314 COUNTRYSIDE DRIVE, SUDBURY, ON P3E 6G2.....

and will be considered as having been so given at the time of the deposit thereof in the Post Office.

ARTICLE IX

(a) The Owner shall pay the Contractor in lawful money of Canada for the works listed in the Schedule of Prices and the Form of Tender, the sum of: _____

Subject to Article II hereof and subject to such additions and deductions as may be properly made under the terms hereof, or otherwise as may be provided in the General Conditions attached hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above-written.

SIGNED, SEALED AND DELIVERED

in the presence of _____

(Seal)

(Contractor)

CITY OF TEMISKAMING SHORES

(Seal)

(Owner)

SECTION D

**CONTRACT SPECIFIC
SPECIAL PROVISIONS**

1. COMMENCEMENT AND COMPLETION**a) Progress of the Work and Time for Completion**

The Contractor shall provide the Owner and Consultant with one (1) week notice prior to beginning work within one week of written instructions to do so and shall diligently execute his work on this Contract to Completion by **October 31, 2027**. The project will be completed in two phases as follows:

Phase 1, 2026 works: to include Dawson Point Rd west of Peters road. Full road reconstruction to include all storm sewers, culverts, granular materials, complete street for the project, multi use path. No asphalt in 2026.

Phase 2, 2027 works: to include Peter's Road fill reconstruction, Dawson Point Rd east of Peters Rd to be mill and pave only, asphalt work for entire project

The completion date described above shall be considered satisfied at the time of Substantial Performance.

If this time limit above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed, therefore.

b) Liquidated Damages

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified aforementioned, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will sustain in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of one thousand dollars (\$1,000.00) as liquidated damages for each and every calendar days delay in finishing the work beyond the date of completion prescribed. It is agreed that this amount is an estimate of actual damage to the Owner, which will accrue during the period in excess of the prescribed date of completion. The Owner may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever.

Liquidated damages shall also apply to any delays in finalizing outstanding works as per paragraph 1a), above.

c) Working Days

Working days shall not apply to this Contract.

2. DESIGNATED DUMP SITES

The designated dumpsite for this Contract will be confirmed by the Owner prior to construction commencing.

Excess soils and rock shall be separated from clean fill and the clean fill shall be stockpiled neatly. Extra payment for hauling disposable material shall not apply to this contract and all tipping fees are to be paid by the contractor.

3. ENVIRONMENTAL CONSIDERATIONS

The Contractor shall comply with applicable Federal, Provincial and Municipal laws, orders, and regulations concerning the control and abatement of water pollution. All required permits and approvals shall be the Contractor's responsibility.

The Contractor's construction activities shall be performed by methods that will prevent entrance, or accidental spillage, of solid matter, contaminants and waste into streams, water sources, including but not restricted to, refuse, garbage, cement, concrete, industrial waste, oil and other petroleum products, heavily mineralized rock, and thermal pollution. Sanitary wastes shall be disposed of on land by burial at approved sites or by other approved methods.

The Contractor shall apply sediment control measures, in order to prevent sediment from reaching the environment. In addition, no construction materials are to be temporarily stored unless suitable siltation fencing is erected around the storage area perimeter.

Dewatering work for structure foundations or earthwork operations adjacent to, or encroaching on, streams or watercourses shall be conducted in a manner to prevent muddy water and eroded materials from entering the streams or watercourses by construction of intercepting ditches, bypass channels, barriers, settling ponds, or by other approved means.

Wastewater from all construction operations shall not enter streams, watercourses, or other surface water without the use of such turbidity control methods as settling ponds, gravel-filter entrapment dikes, approved flocculating processes which are not harmful to fish, recirculation systems for washing of aggregates, or other approved methods. Any such wastewater discharged into surface water shall be essentially free of settleable material. For the purpose of these specifications, settleable material is defined as that material which will settle from the water by gravity during a 1-hour quiescent detention period.

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to the Owner as well the Ministry of the Environment, Conservation and Parks (MECP). Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1980.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor's operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB's and shall forthwith be reported to the Owner as well as the MECP.

Notification of the MECP shall be provided to: North Bay MECP Area Office, Unit 16 & 17, 191 Booth Rd, North Bay, ON P1A 4K3 and 705-497-6855 or the nearest located office to the worksite. This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

At the pre-construction meeting, the Contractor will be required to outline his sequence of operations and proposed environmental protection measures.

Payment to comply with the above requirements shall be deemed to be included in the tender items requiring such environmental protection and shall include all costs associated with acquiring permits and approvals.

4. CONFINED SPACE REQUIREMENTS

The Contractor shall consult with the Ministry of Labour for specific requirements for work in confined spaces.

5. SCHEDULING AND HOURS OF WORK

The Contractor may be required to work late nights or on weekends as part of this project to accommodate the construction completion timelines.

No premiums will be paid for work done outside of regular working hours. No additional payment will be allowed for incidentals such as lighting, extra signing, and barricading, etc., and for night work, as it shall be deemed as all-inclusive of the unit price bid.

The Contractor shall, at all times, abide by noise bylaw. Contractor shall plan all scheduling to ensure that all bylaws are adhered to. The operation of construction equipment shall not be permitted between 9:00 p.m. and 7:00 a.m unless approved by the Owner.

Should the Contractor require Owner staff to work beyond normal work hours, overtime costs will be billed to and paid by the Contractor within a reasonable timeframe.

6. WATER USAGE

For this Contract, the procurement of water required for testing, or any other on-site use shall be the responsibility of the Contractor.

7. TEMPORARY SUPPORT OF EXISTING UTILITIES

The Contractor shall assume full responsibility for the protection of all utilities. Contractor shall coordinate all works with the respective utility companies. Utility requirements generally consist of:

- Hydro One
- Eastlink
- G-Tel
- Enbridge

Conflicting utility poles located within the work area may require temporary support during excavation. The Contractor shall provide for and coordinate all temporary support works with the hydro utility company (Hydro One) and be responsible for the payment of all fees and disbursements incurred during construction, in accordance with the requirements of the utility owner. The payment for this work is to be included in the total bid price.

The Contractor will be responsible for the temporary support and protection of all other utilities within the work areas. This includes but is not limited to buried and overhead fiber optic service, internet, and telecom. It will be the Contractor's responsibility to coordinate all utility relocation work with each utility company. The Contractor shall keep the Contract Administrator advised of ongoing communications and schedules.

It is anticipated that there will be work within the vicinity of natural gas mains and services. It will be Contractor's responsibility to coordinate this work for third party representation and obtain all permits, agreements and approvals, there shall be no additional payment for the coordination or any delays as a result of these requirements.

The Contractor shall ensure the current Third Party Requirements are followed at all times.

Section H includes existing utility information obtained from the Ontario One Call request. This information is provided to the Contractor for reference only and may not include all utilities within the project area. It is the Contractor's responsibility to obtain all required field locates and to verify the location and status of all existing utilities.

Contract unit prices shall include the cost of the temporary supports of all utilities for each applicable contract item. No Additional Payment will be made for the temporary support of utilities borne by the Contractor.

8. CONSTRUCTION STAGING AND SCHEDULE

Prior to the Pre-Construction Meeting, the Contractor shall prepare and submit a construction staging plan in the form of a Gantt Chart schedule to the Owner/Contract Administrator for review for all construction operations.

9. SUBMITTALS

All received Shop Drawings showing all fabrication and installation details to be submitted electronically.

10. CONTRACT ITEMS

The unit prices listed in the Schedule of Unit Prices shall constitute full compensation for the complete supply and installation of the items described, including all labour, materials, equipment, and plant necessary to execute the work in accordance with the Contract Documents. Unless specifically stated otherwise in the Instructions to Bidders or Special Provisions, no additional payment will be made for any component of supply or installation. All costs associated with completing the work as specified shall be deemed included in the unit prices.

Where in the Schedule of Items and Prices is identified by the word "provisional", it shall be defined to mean an item provided for in the Contract for which the quantity is not accurately known, an item for which the quantity may change as a result of information gathered from the field during the progress of the work, or an item/quantity that may be deleted (quantity reduced to zero) from the Contract. The Contractor agrees that they are not entitled to payment for "provisional" items except for work carried out in accordance with the Contract and as directed by the Contract Administrator. The Owner will not make any advanced payment to the Contractor for materials delivered to,

stockpiled, or stored on site, unless otherwise agreed to by the Owner and Contract Administrator. Payment for material shall be based on the material being supplied and installed.

The Standard Specifications referred to in this Contract are the "Ontario Provincial Standard Specifications" (OPSS). The Contractor shall be responsible for obtaining a copy of the applicable specifications, which are not bound here in this document. Where in the Form of Tender, Schedule of Unit Prices, and Breakdown of Schedule of Unit Prices an OPSS and S.P. number has been listed, the work shall conform to and be paid for in accordance with that OPSS, and any related standards or specifications as noted in OPSS, and as may be amended by the Special Provisions, noted SP in the Schedule of Unit Prices.

The following is special information pertaining to certain items listed in the Schedule of Unit Prices.

CONTRACT UNIT ITEMS SPECIAL PROVISIONS**S.P. # 1****MOBILIZATION AND DEMOBILIZATION**

This item is to cover the Contractor's cost of mobilization at the beginning of the construction period and demobilization at the close of the construction period. This unit price item is to be inclusive of all mobilization and demobilizations required throughout the course of the project. No separate payment will be made for the mobilization of the contractor's Subconsultants.

The price entered for this item shall be consistent with the costs involved but shall not, in any event, exceed two percent (2%) of the total Tender price.

Sixty percent (60%) of the price for the Mobilization and Demobilization item shall be considered as relating to mobilization and the balance to demobilization.

The payment for mobilization shall be included in the first payment certificate issued for the Contract subject to the Contract Administrator being satisfied that full mobilization has been carried out. If the Contract Administrator is not so satisfied, the Contract Administrator shall allow a payment, which, in the Contract Administrator's opinion, reflects the degree of mobilization effected to date.

The payment for demobilization shall become due following Substantial Performance of the works and subject to the Contract Administrator being satisfied that full demobilization has been carried out. The Contract Administrator may, in discretion, allow partial payment for demobilization before full demobilization has been affected.

S.P. # 2**INSURANCE AND BONDING**

The Bidder shall submit a price for the provision of bonding and insurance in accordance with the requirements of the Information to Bidders and the General Conditions.

S.P. # 3**EROSION AND SEDIMENT CONTROL****OPSS 805 MUNI**

The Contractor shall at the Pre-Construction Meeting provide for review a Silt Mitigation Plan which shall include all proposed methods of silt mitigation including details on location, material, construction, monitoring, maintenance, sediment removal, management of excess material and removals. All proposed silt mitigation should be as per the related OPSD 219 series of drawings and OPSS 805 specifications.

Construction shall not proceed until the Silt Mitigation Plan has been approved by the Contract Administrator.

Unit price bid for this item shall include all labour, material, equipment, and

supervision required to complete the work, maintenance, cleanup, and all restoration. The basis for payment shall be as follows:

- 10% for the submittal of the detailed Erosion and Sediment Control Plan, paid upon acceptance of the plan.
- 50% for the initial installation of all facilities and components
- 30% for operation, maintenance, and modifications during construction (prorated over time of operation).
- 10% for final removal of all installations and associated site reinstatements.

S.P. # 4**GEOTECHNICAL TESTING****OPSS.MUNI 501**

The Contractor will be required to carry a third party licensed certified Geotechnical Consultant to conduct subgrade reviews, asphalt, granular, backfill material and concrete testing in accordance with OPSS requirements. The contractor shall coordinate all required geotechnical, material and field testing and provide copies of reports, certifications and letters of approval signed to the Consultant for review. Following completion of the work, the Contractor shall submit a signed and sealed final geotechnical field review report, certifying that the subgrade preparation, backfill material, granular base/subbase, and asphalt material were constructed in accordance with the contract documents or as directed by the Geotechnical Consultant.

All labour, materials, equipment, and incidentals required to complete the testing shall be deemed to be lump sum included in price for this item in the Form of Tender. Payment of this item shall be made at the completion of the work upon receipt of all required reporting.

S.P. # 5**DUST SUPPRESSION AND ROADWAY WATERING****OPSS.MUNI 506**

Payment shall be lump sum price bid for the item as required throughout the duration of this contract. Payment at the Contract unit price for the above item shall be full compensation for all labour, material, and equipment to do the work with payment provided at the completion of the work.

S.P. # 6**TEST DIGS (Provisional)****OPSS 206 MUNI
OPSS 401 MUNI
OPSS 492 MUNI**

The Contractor shall perform test digs as required by the Contract Administrator for the purpose of verifying depth and location of infrastructure. Test digs performed without prior authorization from the Contractor Administrator, or the Owner will be paid at the Contractor's expense.

This specification covers the requirements for the completion and restoration of test pits for purposes of verifying depth, location and/or potential conflicts of underground infrastructure in advance of the work or as required by the Consultant.

CONSTRUCTION

The method and equipment used to perform the test pits shall be determined by the Contractor.

This item shall not apply to investigations, exposure or physical locates that may be a requirement of applicable utilities.

MEASUREMENT OF PAYMENT

Measurement shall be by each for the number of test digs performed.

Each test pit shall measure up to a maximum horizontal dimension of 2.0 metres by 2.0 metres.

Each test dig shall be to a maximum depth of 3.0 metres.

BASIS OF PAYMENT

Payment at the contract price for the tender items shall be full compensation for all labour, equipment, and material to do the work, including any coordination with utility companies. The basis of payment will be for each Test Dig ordered by the Contract Administrator and executed by the Contractor. Payment for this item shall be included in the item 'Test Digs' and shall include full restoration of the disturbed areas.

S.P. # 7

HOT MIX ASPHALT

OPSS.MUNI 310

CONSTRUCTION

The paving operation for both base and surface HMA shall be applied in a continuous operation at a minimum length of 400 m unless otherwise approved by the Owner. A mandatory pre-pave meeting shall be held minimum of 3 business days prior to paving operations for each mix. Each location shall be evaluated separately for quality assurance purposes.

PAYMENT ADJUSTMENTS

When QA test results show that the HMA does not meet the requirements of this specification, Contractor may accept with a payment adjustment as determined by the Owner.

S.P. # 8**SALVAGING MUNICIPAL STRUCTURES**

All existing municipal signs within the contract limits shall be salvaged and reinstalled along the same chainage as the existing location as per Ontario Traffic Manual as directed. There shall be no additional payment for this Work, as it shall be deemed inclusive of the Tender prices for the items requiring the work.

S.P. # 9**Operational Constraints****a) Maintaining Roadways**

Operations shall be carried out in such a manner as to minimize disruptions to traffic and pedestrians. A minimum of one lane of traffic must be maintained at all times. Traffic control measures shall be in accordance with the current Ontario Traffic Manual – Book 7. Full road closures will be not permitted.

Pedestrians shall be provided with a safe, convenient, and clearly delineated travel path or a clearly signed detour route as described in the Ontario Traffic Manual. All pedestrian safety considerations listed in the Ontario Traffic Manual must be satisfied where applicable.

Contractor shall submit traffic/pedestrian control plans to the Owner in advance of the pre-construction meeting, and prior to any subsequent modifications to traffic or pedestrian control.

b) Access to Properties Adjoining the Work

Entrances to all properties throughout the project area shall be maintained and allowed access at all times.

Should the Contractor anticipate disruption at any entrance access, the Contractor is responsible to inform affected property owner/occupant a minimum of 72 hours in advance, all other property owners/occupants shall be provided a minimum of 48 hours in advance, notifying them of the anticipated duration of the disruption and provide alternate access and/or parking.

c) Protection of Trees

Where equipment or vehicles must be operated within the dripline of a tree not designated for removal, protection of the subject trees shall be in accordance with OPSS 801 with a protective barrier installed as per OPSD 220.010.

There shall be no separate payment for this work as it shall be deemed inclusive of the tender prices for the items requiring the Work. Any trees designated for removal will be identified by the Owner or Contract Administrator at the time of construction.

S.P. # 10 Granular A Road Surface During Winter Shutdown (Dawson Point Rd west of Peter's Rd)

The asphalt on Dawson Point Road west of Peter's Road will be placed in 2027. For the duration of the construction shutdown period for the Winter, this section of Dawson Point Road will require a 150mm Granular A driving surface. At the commencement of construction in Spring 2027, and prior to the placement of curb and gutter, the Contractor shall inspect, recondition, and prepare the Granular A surface. The Contractor shall remove surface contamination, including salt, fines, debris, or segregated material, by scarifying or scraping the top 25-50mm layer of Granular A as required to achieve a clean, stable, and uniform surface. Driveway tie-ins, and intersections shall be graded to maintain proper drainage. Any material removed during this operation shall be disposed of off-site at the Contractor's expense. Following surface cleanup, the Contractor shall place additional Granular A and re-grade to the specified design elevations and crossfall, ensuring positive drainage to all storm structures. Where settlement, rutting, frost heave, or instability has occurred, the Contractor shall remove and replace the affected Granular A and re-compact the subbase or subgrade as necessary to restore full integrity of the pavement structure.

The Contractor shall place additional Granular A as required to achieve the proper design thickness and tolerances and shall compact the entire surface in accordance with OPSS requirements to obtain uniform density. The finished Granular A surface shall be smooth, properly shaped, and fully stable under construction traffic prior to the placement of curb and gutter and asphalt. No paving shall proceed until the Contract Administrator or Owner has inspected and approved the restored Granular A surface. No extra payment will be made to regard and repair Granular A. The cost of this work shall be considered incidental to the Contract.

S.P. # 11 Storm Structures During Winter Shutdown (Dawson Point Rd west of Peter's Rd)

All proposed catch basins installed in 2026, shall be left in a safe, functional, and fully protected condition during the winter shutdown period after placement of the Granular A surface. The Contractor shall ensure that all structures are temporarily adjusted to match the interim Granular A elevation using temporary riser sections or secured steel construction lids as required. Castings (frame and grates) shall be set flush with the Granular A surface to avoid hazards to traffic and snowplowing. All structures shall be protected with bolted or otherwise secured lids, and where necessary, place temporary asphalt material around the perimeter shall be used to prevent deterioration at the edges. Filter fabric or suitable sediment control measures shall be placed beneath the grates to prevent sediment entry during spring / snow melt time.

All backfilling around structures shall be completed in accordance with OPSS requirements, and the Contractor shall take appropriate measures to minimize frost heave and settlement, including ensuring proper compaction and preventing the trapping of surface water around structures.

Traffic safety shall be maintained at all times. Catch basins must be flush with the interim surface; any locations that cannot be finished flush shall be clearly marked with delineators, barricades, or reflective markers to the satisfaction of the Contract Administrator or the Owner.. During spring 2027, prior to commencing construction, the Contractor shall inspect

and repair damage to frames, covers, or Granular A surfaces; removing debris or sediment blocking drainage structures; and responding to Owners concerns related to safety or roadway condition. Any required maintenance shall be completed at the Contractor's expense.

When work resumes in 2027, the Contractor shall re-expose, adjust, and complete all catch basins to final curb and gutter and pavement elevations. The Contractor shall conduct CCTV of the storm sewer to see if it should be flushed if it is full of granular after winter. Temporary components shall be removed and replaced with permanent components, and any settlement or damage that occurred over the winter shall be repaired at no additional cost. There will be no separate payment for complying with this Special Provision; all work described herein is incidental to the Contract.

S.P. # 12**Driveway Restoration**

The Contractor shall field-verify the type, condition, and thickness of all existing driveway materials within the project limits prior to commencing any restoration work. Existing driveway surfaces may include asphalt, concrete, interlock pavers, gravel, or other materials, and each driveway shall be restored using the same surface material type as currently present, unless otherwise directed by the City. The restored driveway structure shall be reconstructed to a thickness equal to the existing driveway thickness, or the thickness shown in the Contract Documents, or the applicable OPSS/OPSD standard, whichever is greater. Restoration limits for each driveway will be verified and marked in the field by the Contractor, and the Contractor shall obtain formal approval from the City prior to beginning restoration at any location.

It is the Contractor's responsibility to coordinate with each affected homeowner and obtain written consent regarding the restoration limits, driveway material confirmation, and any temporary access arrangements required to complete the work. Proof of homeowner consent shall be provided to the City before restoration proceeds. The Contractor shall carry out all removals, grading, base preparation, compaction, and reinstatement necessary to restore the driveway to a condition equal to or better than its pre-construction state. Interlock driveways shall be reinstated with matching paver type, pattern, and orientation wherever practicable. Asphalt driveways shall be restored with hot-mix asphalt meeting OPSS requirements. Granular driveways shall be restored using Granular A or approved equivalent compacted to the required thickness. All restored driveways shall tie smoothly into adjacent grades and shall maintain positive drainage away from houses.

The Contractor shall maintain temporary access for residents at all times to the extent practicable and shall restore driveway surfaces promptly once grading works are complete in each area. Any settlement, cracking, or deficiency identified before the end of the maintenance period shall be repaired at the Contractor's expense. All labour, materials, equipment, and incidentals required to complete driveway restoration, including removals, disposal, reinstatement, grading, compaction, and homeowner coordination, shall be deemed to be included in the lump sum price for this item in the Form of Tender. No additional payment will be made for work required to achieve a complete, functional, and accepted restoration in accordance with this Special Provision.

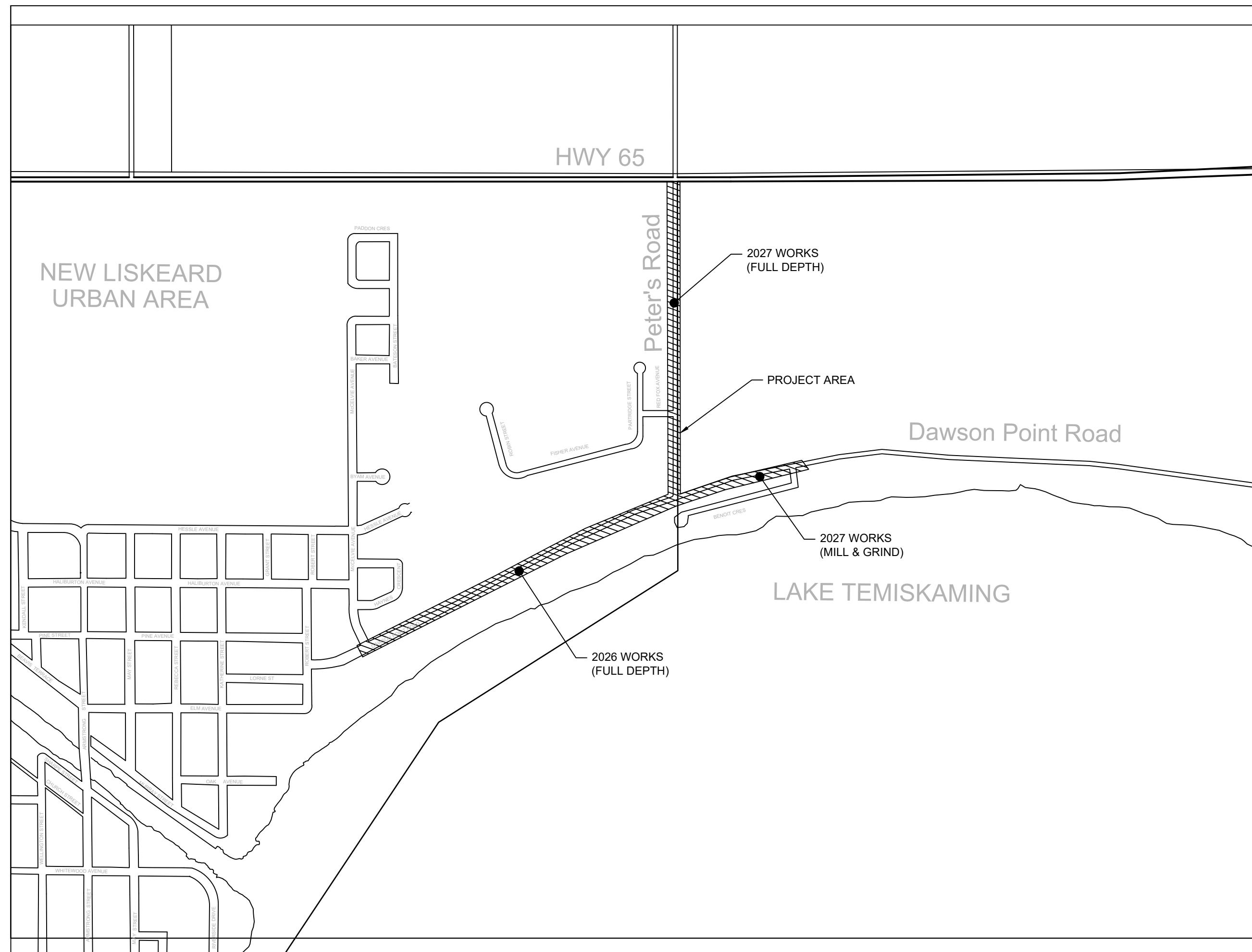
S.P. # 13 50mm Milling and Asphalt Resurfacing (Dawson Point Road east of Peter's Road)**OPSS.MUNI 330**

The work under this item shall consist of cold milling the existing asphalt pavement to a depth of 50 mm, including all necessary transitions, tie-ins, and butt joints to adjacent surfaces. The Contractor shall sweep and clean the milled surface to remove loose material and dust prior to paving and shall apply a tack coat of emulsified asphalt in accordance with OPSS 308 and OPSS 1103 to all milled surfaces and vertical faces. The resurfacing shall consist of supplying, placing, and compacting hot mix asphalt to restore the pavement to the specified grade, crossfall, and smoothness, meeting the requirements of OPSS 310 and applicable municipal specifications. All reclaimed asphalt pavement (RAP) generated from milling shall be hauled and placed at on-site locations as directed by the City, at no additional cost to the Owner. The Contractor shall provide all labour, materials, equipment, traffic control, and environmental protection necessary to complete the work.,. The work shall be performed in accordance with OPSS MUNI 310 for paving requirements. The Contractor shall ensure that the milled surface meets straightedge tolerances and that joints are constructed to provide a smooth ride. No separate payment will be made for hauling and stockpiling RAP, traffic control, or incidental work; these costs are included in the unit price bid. Measurement for payment shall be by the square metre of pavement area milled and resurfaced to the specified depth, and the unit price shall include all costs for milling, sweeping, hot mix asphalt, hauling and placement of RAP, tipping fees, labour, equipment, and incidentals necessary to complete the work.

SECTION E

**TENDER DRAWINGS
(SEE ATTACHED)**

CITY OF
TEMISKAMING SHORES
TEMISKAMING SHORES,
ONTARIO

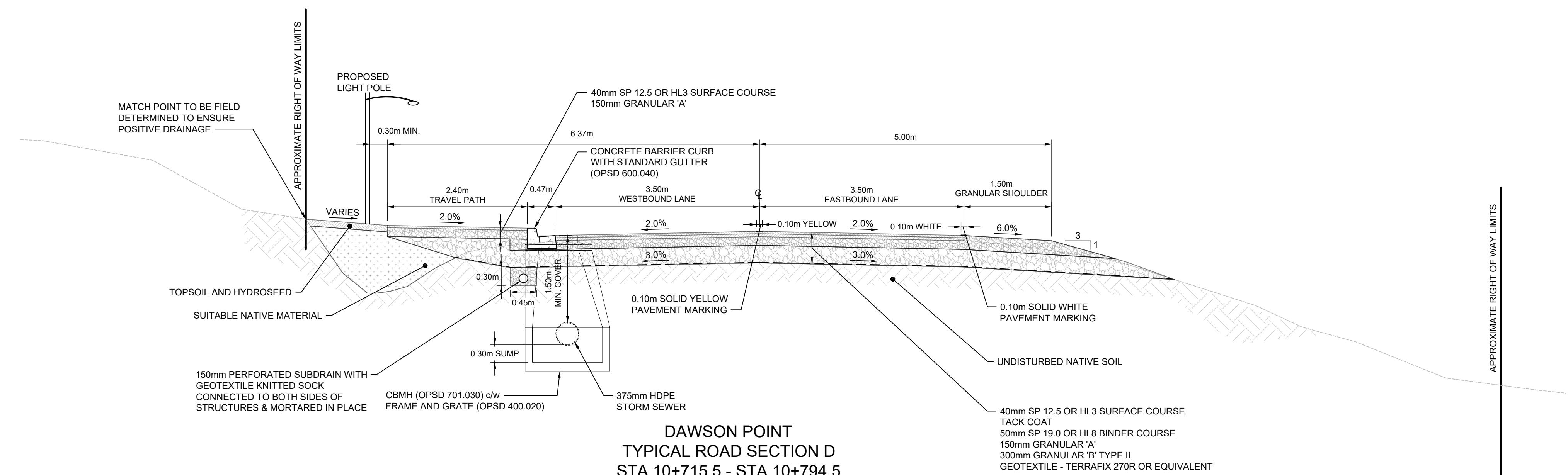


SHEET INDEX	
Sheet Number	Sheet Title
--	Cover & Drawing List
C01	TYPICAL SECTIONS-DAWSON POINT ROAD (1 of 2) & CONSTRUCTION NOTES
C02	TYPICAL SECTIONS - DAWSON POINT ROAD (2 of 2)
C03	TYPICAL SECTIONS - PETER'S ROAD (1 of 2)
C04	TYPICAL SECTIONS - PETER'S ROAD (2 of 2)
C05	PLAN - DAWSON POINT ROAD (1 of 2)
C06	PLAN - DAWSON POINT ROAD (2 of 2)
C07	PLAN & PROFILE - DAWSON POINT ROAD
C08	PLAN - PETER'S ROAD
E01	ELECTRICAL SPECIFICATIONS AND DETAILS
E02	ELECTRICAL DETAILS
E03	ELECTRICAL DETAILS
E04	LAYOUT DAWSON POINT ROAD
E05	LAYOUT PETER'S ROAD

PW-RFT-002-2026
DAWSON POINT ROAD & PETER'S ROAD
REHABILITATION

TEMISKAMING SHORES, ONTARIO

ISSUED FOR TENDER
DECEMBER 12, 2025
JLR # 33539-000



0	ISSUED FOR TENDER	12/12/25
No.	ISSUE / REVISION	DD/MM/YY

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Verify sheet size and scales. The bar to the right is 25mm if this is a full size drawing.

Scale: 1:50

Client: 
Temiskaming Shores

Consultant: 
J.L. Richards
ENGINEERS-ARCHITECTS-PLANNERS

Consultant:

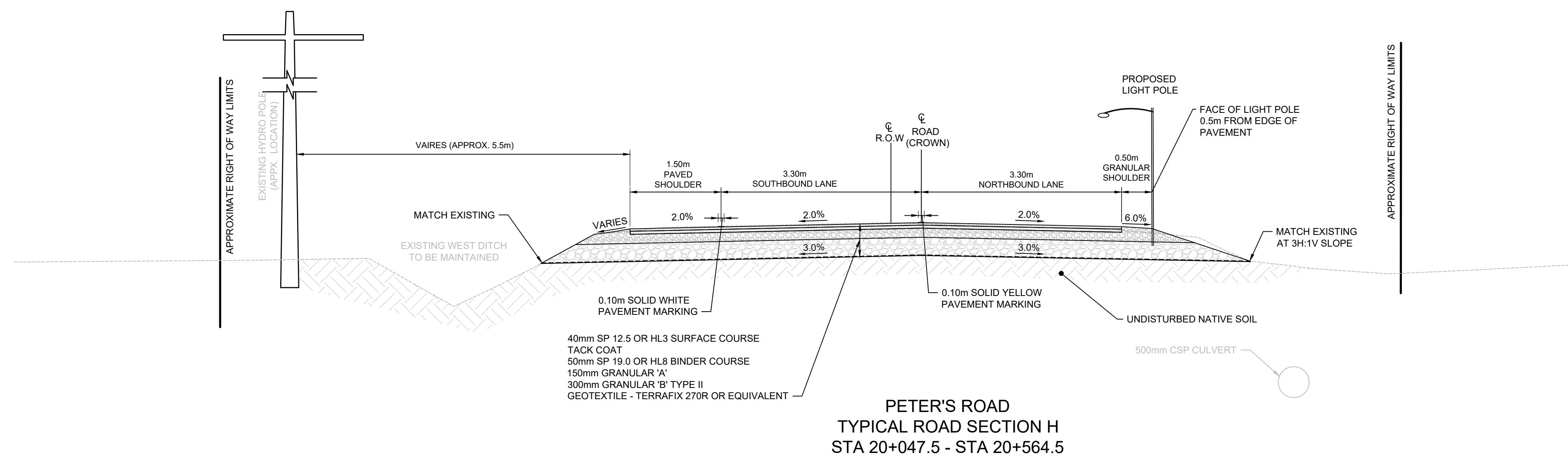
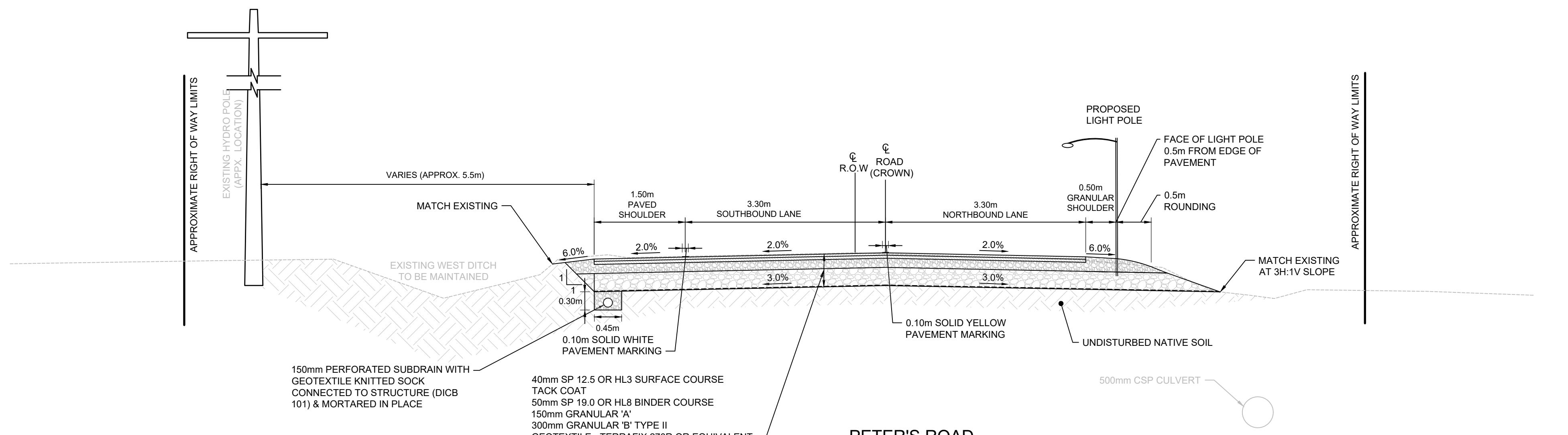
Professional Stamp: PROJECT NORTH

Project: DAWSON POINT ROAD & PETER'S ROAD REHABILITATION
TEMISKAMING SHORES, ONTARIO

Drawing: TYPICAL SECTIONS - DAWSON POINT ROAD (2 of 2)

Design: JR	Drawing #:
Drawn: JQ	
Checked: DAK	
JLR #: 33539-000	

C02



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CLIENT: 
Temiskaming Shores

CONSULTANT: www.jlrichards.ca

CONSULTANT: 
J.L. Richards
ENGINEERS-ARCHITECTS-PLANNERS

CONSULTANT:

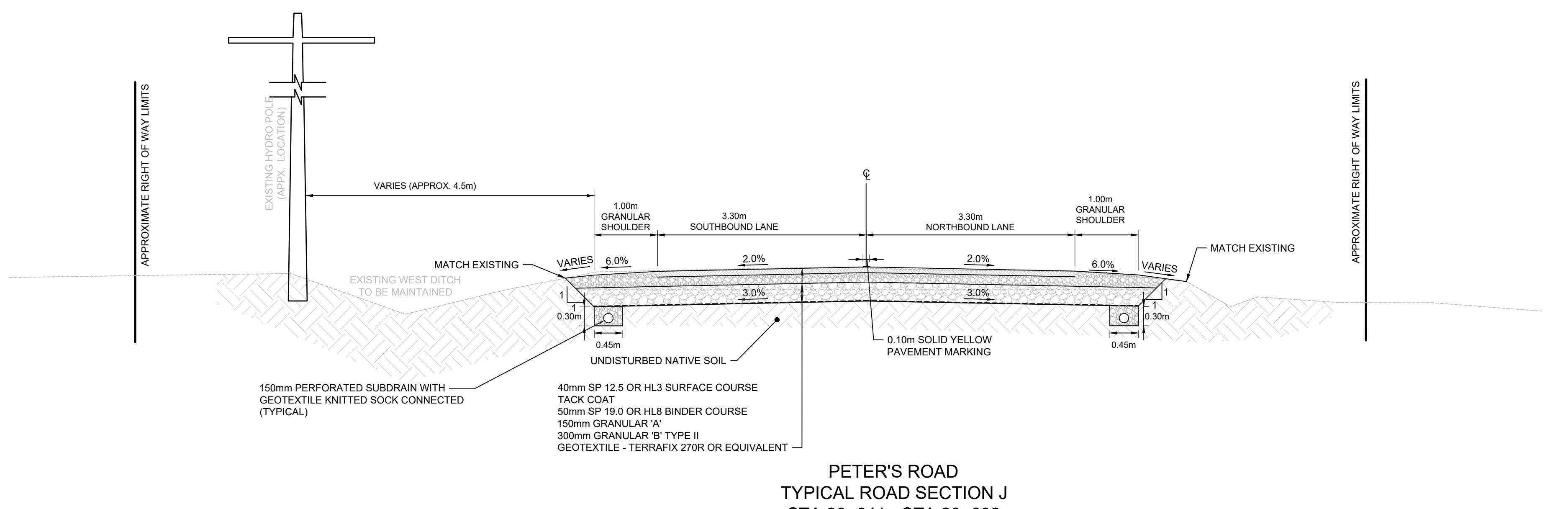
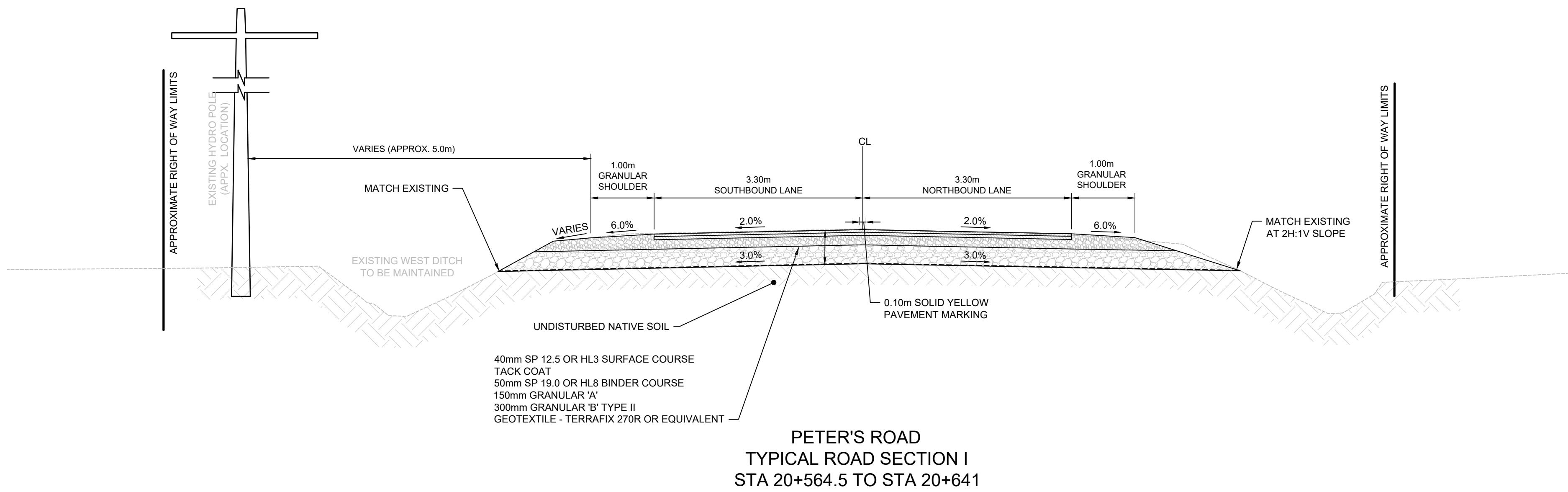
PROFESSIONAL STAMP PROJECT NORTH

PROJECT: DAWSON POINT ROAD & PETER'S ROAD REHABILITATION
TEMISKAMING SHORES, ONTARIO

DRAWING:

TYPICAL SECTIONS - PETER'S ROAD (1 of 2)

DESIGN: JR	DRAWN: JQ	DRAWING #:
CHECKED: DAK	JLR #:	33539-000
PLOT DATE: December 9, 2025 10:58:32 AM		C03



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CONSULTANT:

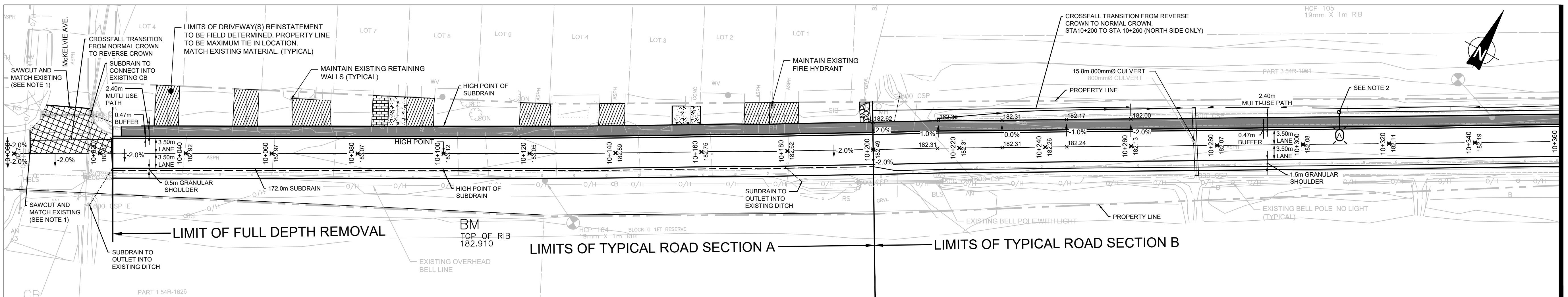
PROFESSIONAL STAMP PROJECT NORTH

PROJECT: DAWSON POINT ROAD & PETER'S ROAD REHABILITATION
TEMISKAMING SHORES, ONTARIO

DRAWING: TYPICAL SECTIONS - PETER'S ROAD (2 of 2)

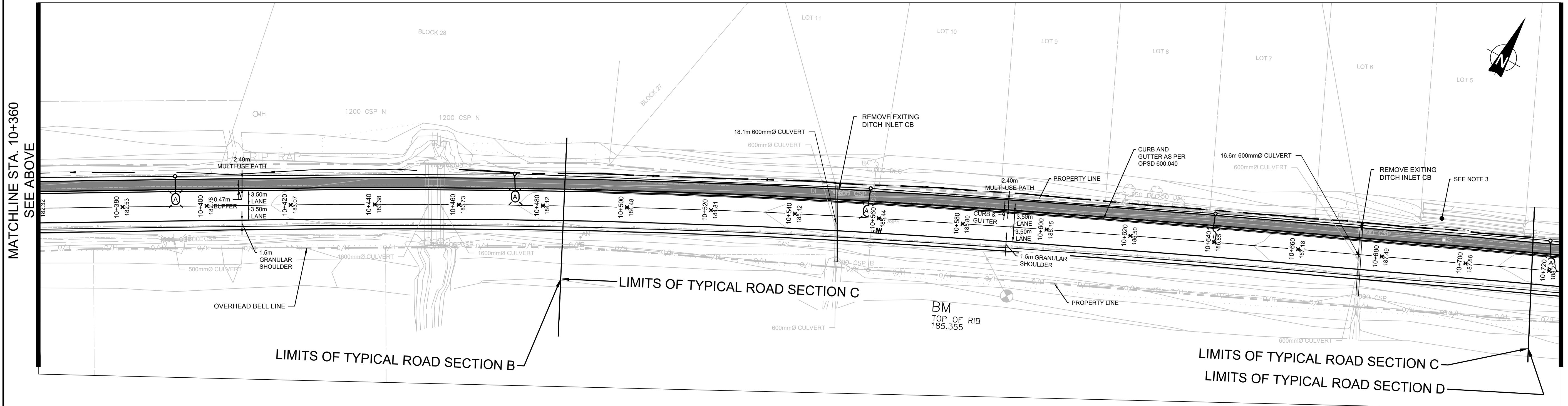
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CHECKED: DAK	JLR #:	33539-000
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DAWSON POINT ROAD

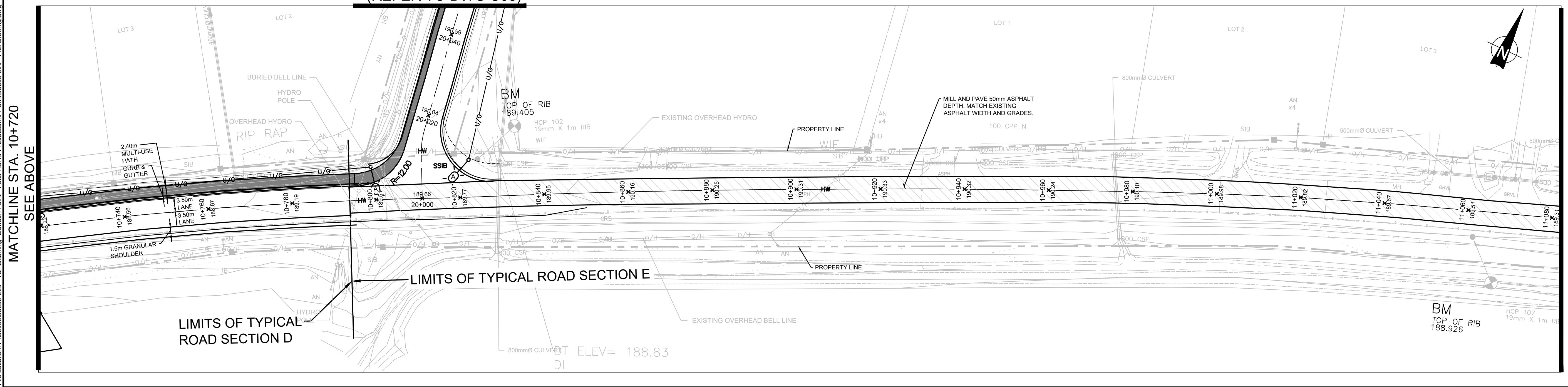


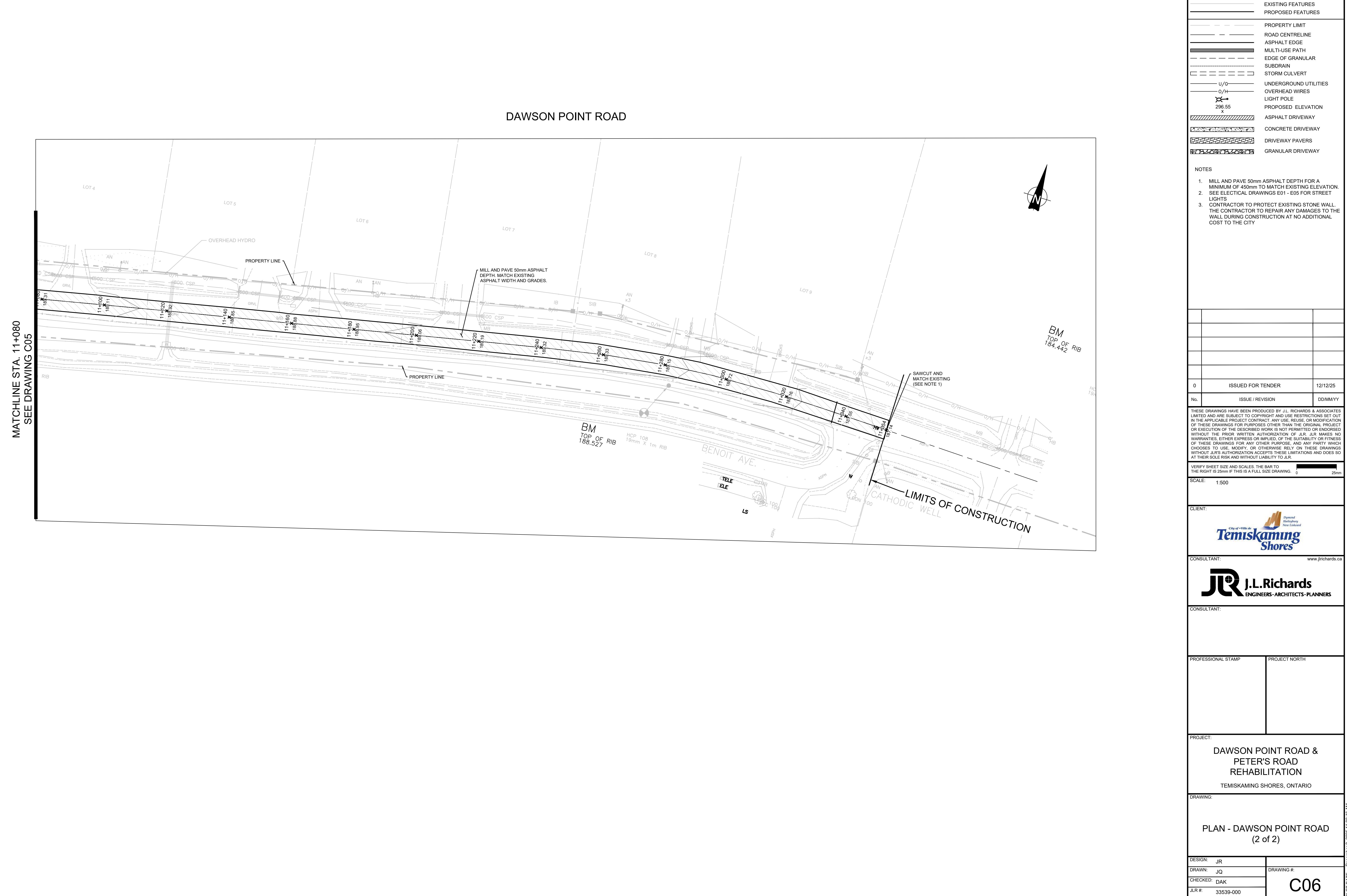
LEGEND	
EXISTING FEATURES	PROPOSED FEATURES
PROPERTY LIMIT	
ROAD CENTRELINE	
ASPHALT EDGE	
MULTI-USE PATH	
EDGE OF GRANULAR	
SUBDRAIN	
STORM CULVERT	
U/G	
O/H	
296.55	
ASPHALT DRIVEWAY	
CONCRETE DRIVEWAY	
DRIVEWAY PAVERS	
GRANULAR DRIVEWAY	
NOTES	
1. MILL AND PAVE 50mm ASPHALT DEPTH FOR A MINIMUM OF 450mm TO MATCH EXISTING ELEVATION.	
2. SEE ELECTRICAL DRAWINGS E01 - E05 FOR STREET LIGHTS.	
3. CONTRACTOR TO PROTECT EXISTING STONE WALL. THE CONTRACTOR TO REPAIR ANY DAMAGES TO THE WALL DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE CITY.	
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No.	ISSUE / REVISION
0	DD/MM/YY
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PROFESSIONAL STAMP	PROJECT NORTH
PROJECT:	DAWSON POINT ROAD & PETER'S ROAD REHABILITATION
DRAWING:	TEMISKAMING SHORES, ONTARIO
PLAN - DAWSON POINT ROAD (1 of 2)	
DESIGN:	JR
DRAWN:	JQ
CHECKED:	DAK
JLR #:	33539-000
DRAWING #:	C05
PLOT DATE:	December 9, 2025 11:00:09 AM

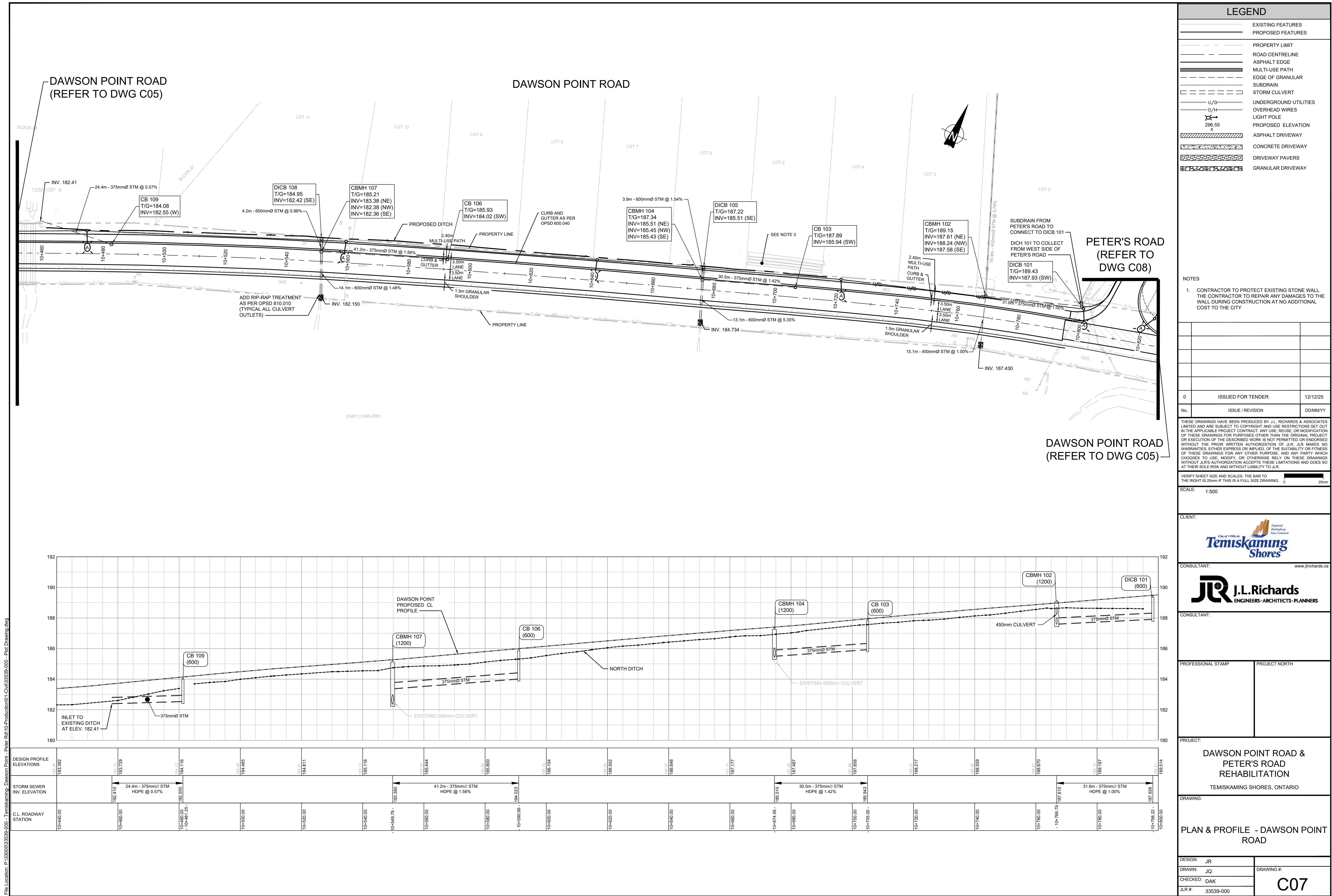
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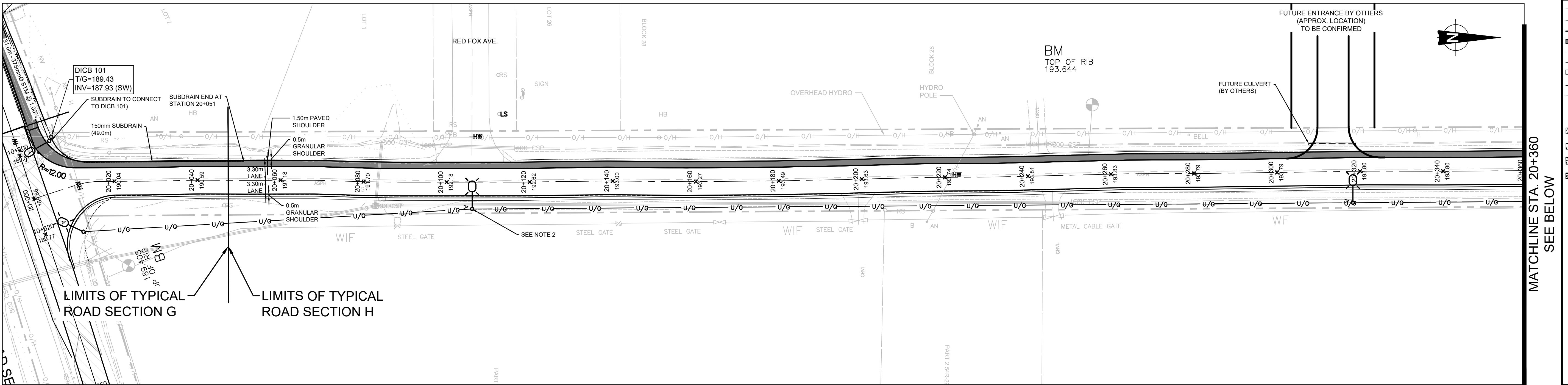
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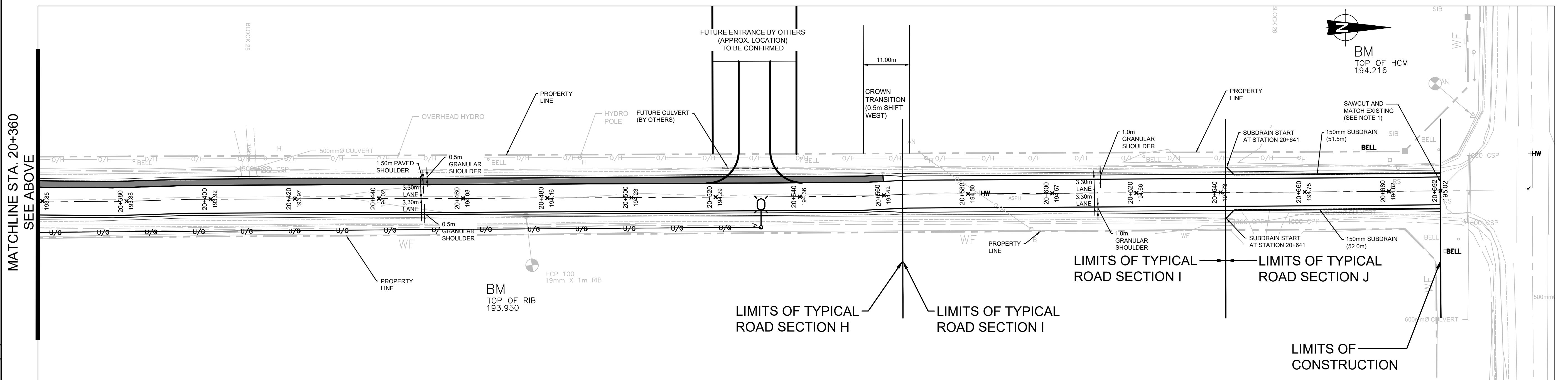




PETER'S ROAD



PETER'S ROAD



File Location: P:\33000\0333539-000 - Temiskaming- Dawson Point - Peter Rd\10-Production\01-Civil\333539-000 - Plot Drawing.dwg

**MATCHLINE STA. 20+360
SEE ABOVE**

11 of 11

LEGEND

E 50mm ASPHALT DEPTH FOR A
50mm TO MATCH EXISTING ELEVATION.
AL DRAWINGS E01 - E05 FOR STREET
: TO PROTECT EXISTING STONE WALL.
CTOR TO REPAIR ANY DAMAGES TO THE
CONSTRUCTION AT NO ADDITIONAL
CITY

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The logo for Muskaming Shores. It features a stylized sailboat with three sails on blue waves. To the left, the text 'Ville de' is above 'Muskaming Shores' in a large, bold, blue serif font. To the right of the boat, the names 'Dymond', 'Haileybury', and 'New Liskeard' are stacked vertically in a smaller, italicized blue serif font.

www.jlrichards.ca

PROJECT NORTH

<p>- PETER'S ROAD</p>	
	DRAWING #:
	C08

1. **GENERAL**

1.1. THE WORK, AS COVERED BY THESE SPECIFICATIONS AND PLANS, IS INTENDED TO COMPLY WITH THE LATEST RULES AND REGULATIONS OF THE INSPECTION AUTHORITIES, APPLICABLE CODES AND BYLAWS. THE ACCOMPANYING DOCUMENTS DO NOT DETAIL EVERY ITEM REQUIRED, BUT ARE INTENDED TO PROVIDE GUIDELINES TO THE CONTRACTOR, SO THAT THEY MAY COMPLETE THE REQUIRED SCOPE OF WORK. ALL CHANGES AND ALTERATIONS TO THE CONTRACTOR'S WORK REQUIRED BY AN AUTHORIZED INSPECTOR OR ANY AUTHORITY HAVING JURISDICTION IS TO BE CARRIED OUT AT NO EXPENSE TO THE OWNER. IF THE CONTRACT DOCUMENTS ARE SPECIFICALLY AT VARIANCE WITH A GOVERNMENT REGULATION, THE CONTRACTOR IS TO NOTIFY THE ENGINEER BEFORE INSTALLATION.

1.2. THE CONTRACTOR WILL MAINTAIN NECESSARY INSURANCE COVERAGE TO COVER THIS CONTRACT, BE RESPONSIBLE FOR LAYING OUT THEIR WORK AND THE COORDINATION OF THEIR WORK WITH THE WORK OF OTHER TRADES.

1.3. PERSONNEL AND EQUIPMENT PROTECTION: ENSURE THAT ALL PRECAUTIONS ARE TAKEN TO PROTECT ALL PERSONNEL FROM HAZARDS DURING THE WORK. PROTECT ALL EQUIPMENT FROM DAMAGE FROM ANY CAUSE, INCLUDING WEATHER.

1.4. MATERIALS AND EQUIPMENT: USE ONLY NEW MATERIALS, FULLY CSA CERTIFIED FOR USE AS INSTALLED AND THAT MEET THIS SPECIFICATION IN ALL RESPECTS. PROTECT ALL MATERIAL FROM DAMAGE FROM ANY CAUSE, INCLUDING WEATHER. PROVIDE FOR NON-CSA MATERIAL AND EQUIPMENT, SPECIAL INSPECTION AND APPROVAL, UNLESS INDICATED OTHERWISE.

1.5. QUALIFICATIONS: TRADE WORKERS FOR THIS CONTRACT WILL BE QUALIFIED AS EITHER A REGISTERED JOURNEYMAN OR ELECTRICAL APPRENTICE WITHIN THE JURISDICTION GOVERNING THIS SITE. RATIO OF APPRENTICE TO JOURNEYMAN WILL MEET GOVERNING AUTHORITY STANDARDS. THE CONTRACTOR MAY BE REQUIRED TO LIST NAMES AND QUALIFICATIONS OF SUPERVISORY PERSONNEL ON TENDER FORM.

1.6. MANUFACTURER'S INSTRUCTIONS REGARDING THE HANDLING, INSTALLATION AND TESTING OF EQUIPMENT SPECIFIED HEREIN TO BE CONSIDERED PART OF THIS SPECIFICATION.

2. **DOCUMENTS**

2.1. THE ELECTRICAL DRAWINGS AND SPECIFICATIONS MUST BE REVIEWED IN CONJUNCTION WITH ALL OTHER TENDER DOCUMENTS AND ADDENDA. THE GENERAL AND ELECTRICAL CONTRACTORS WILL BE FULLY RESPONSIBLE FOR COMPLIANCE WITH ALL RELATED DOCUMENTS OF THESE DISCIPLINES AND THE INSTRUCTIONS RELATED TO THE ELECTRICAL PORTION OF THE SCOPE OF WORK FOR THIS CONTRACT. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO DEFINE THE SUBCONTRACTORS' RESPONSIBILITIES UNDER THIS CONTRACT. EXTRAS FOR SUBCONTRACTORS' DIFFERENCE OF OPINION REGARDING RESPONSIBILITY WILL NOT BE CONSIDERED.

2.2. REFER TO OTHER DIVISIONS TO ENSURE FULL COORDINATION. COORDINATE ALL WORK WITH OTHER TRADES.

2.3. **TERMINOLOGY:**

2.3.1. INSPECTION AUTHORITY: ELECTRICAL SAFETY AUTHORITY (ESA).

2.3.2. REVIEWED: REVIEWED IN WRITING BY THE ENGINEER.

2.3.3. PROVIDE: SUPPLY, INSTALL, WIRE, CONNECT AND COMMISSION FOR A COMPLETE PROPER AND OPERATIONAL INSTALLATIONS.

2.3.4. ENGINEER: ENGINEER OR THEIR DESIGNATE.

3. **DRAWINGS AND MEASUREMENTS**

3.1. EXAMINE DRAWINGS PRIOR TO LAYING OUT, FABRICATING AND INSTALLING WORK TO ENSURE NO INTERFERENCES EXIST. REPORT CONFLICT WITH WORK TO CONSULTANT BEFORE PROCEEDING.

3.2. DRAWINGS SHOW GENERAL DESIGN AND ARRANGEMENT OF ELECTRICAL SYSTEMS INSTALLATIONS AND ARE DIAGRAMMATIC IN SOME DETAILS. COORDINATE WITH HYDRO ONE AND CITY FOR COMPLETE OPERATIONAL SYSTEM.

4. **EXAMINATION**

4.1. EXAMINE SITE AND LOCAL CONDITIONS AFFECTING WORK UNDER THIS DIVISION TO ENSURE THAT WORK UNDER THIS DIVISION CAN BE SATISFACTORILY CARRIED OUT WITHOUT CHANGES TO DRAWINGS. NO ALLOWANCES WILL BE MADE LATER FOR ANY EXPENSE INCURRED THROUGH FAILURE TO MAKE THIS EXAMINATION. START OF WORK WILL BE DEEMED EVIDENCE OF, ACCEPTANCE OF, AND SATISFACTION WITH, EXISTING CONDITIONS.

4.2. EXAMINE THE SITE AND MAKE ALLOWANCE FOR ALL LOCAL CONDITIONS AFFECTING WORK UNDER THIS CONTRACT PRIOR TO SUBMITTING FINAL PRICE.

5. **PERMITS AND FEES**

5.1. GIVE ALL NOTICES, OBTAIN ALL PERMITS AND PAY ALL FEES AND INSPECTION COSTS AND DELIVER TO THE ENGINEER FINAL CERTIFICATES OF INSPECTION AND APPROVAL THAT ARE ISSUED BY AUTHORITIES HAVING JURISDICTION OVER WORK, AS EVIDENCE THAT WORK INSTALLED CONFORMS WITH LAWS AND REGULATIONS OF ALL GOVERNING AUTHORITIES, BEFORE FINAL CERTIFICATE OF PAYMENT MAY BE CONSIDERED DUE. NOTIFY INSPECTION AUTHORITIES IN SUFFICIENT TIME FOR THEM TO INSPECT WORK (HYDRO ONE AND ESA).

6. **CODES AND BY-LAWS**

6.1. COMPLY WITH ALL CODES AND BY-LAWS RELATING TO INSTALLATION AND EQUIPMENT. PROVIDE CERTIFICATES TO VERIFY THAT WORK INSTALLED CONFORMS TO THE LAWS AND REGULATIONS.

7. **WARRANTY**

7.1. PROVIDE A TWELVE (12) MONTH WRITTEN WARRANTY COVERING ALL EQUIPMENT INSTALLED AND ALL OF CONTRACTOR'S WORKMANSHIP, EFFECTIVE FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEER. WARRANTY TO BE INCLUDED IN OPERATION AND MAINTENANCE MANUAL.

8. **EQUIPMENT SUBSTITUTION**

8.1. ALL EQUIPMENT SUPPLIED WILL BE EXACTLY AS SPECIFIED HEREIN. SUBSTITUTIONS OR ALTERNATES TO THAT SPECIFIED WILL NOT BE ACCEPTED AFTER THE CLOSING OF TENDERS. SUBSTITUTION OR ALTERNATES MUST BE SUBMITTED PRIOR TO TENDER CLOSING AND MUST BE APPROVED BY THE ENGINEER AND OWNER. SUBSTITUTE OR EQUIVALENT EQUIPMENT MAY BE SUBMITTED FOR APPROVAL BUT ONLY DURING THE TENDER PERIOD. REFER TO SHOP DRAWINGS, SECTION 9 (BELOW) FOR SUBMISSION OF PROPOSED SUBSTITUTIONS OR ALTERNATES.

8.2. AFTER TENDER CLOSES, NO SUBSTITUTE OR EQUIVALENT EQUIPMENT WILL BE APPROVED. ALL EQUIVALENCY DECISIONS MADE BY THE ENGINEER WILL BE FINAL. THE BURDEN OF PROOF OF EQUIVALENT PRODUCTS BOTH IN TERMS OF PERFORMANCE AND QUALITY WILL BE ON THE CONTRACTOR.

9. **SHOP DRAWINGS**

9.1. SUBMIT ELECTRONIC (PDF) FILES OF REQUIRED SHOP DRAWINGS/DATA SHEETS FOR EQUIPMENT SPECIFIED UNDER THIS CONTRACT FOR ENGINEER'S REVIEW PRIOR TO PLACING PURCHASE ORDERS.

9.2. PROPOSED ALTERNATE PRODUCTS TO THOSE SPECIFIED, REQUIRE SUBMISSION OF SHOP DRAWINGS FOUR (4) WORKING DAYS PRIOR TO TENDER CLOSING FOR CONSIDERATION. REVIEWED SHOP DRAWINGS BY THE ENGINEER WILL BE CONSIDERED AS ACCEPTANCE OF ALTERNATE. NO CONSIDERATION WILL BE GIVEN TO AN ALTERNATE PRODUCT WITH LESS TIME GIVEN FOR EVALUATION.

9.3. ALL EXTRA COSTS ASSOCIATED WITH AN ALTERNATE PRODUCT THAT IS SPECIFIED IS THE RESPONSIBILITY OF THIS CONTRACTOR. NO EXTRAS FOR INSTALLATION OF AN ALTERNATE PRODUCT WILL BE CONSIDERED.

9.4. TEMPORARY OR TRIAL USAGE IS ALLOWED WITH AN ALTERNATE PRODUCT THAT IS SPECIFIED AND IS THE RESPONSIBILITY OF THE CONTRACTOR. NO EXTRAS FOR INSTALLATION OF AN ALTERNATE PRODUCT WILL BE CONSIDERED.

9.5. SHOP DRAWINGS ARE REQUIRED FOR:

9.5.1. LIGHTING FIXTURES, ARMS AND ACCESSORIES.

10. **RECORD DRAWINGS**

10.1. MAINTAIN A WORKING SET OF WHITE PRINTS ON-SITE FOR THE PURPOSE OF RECORDING ALL CHANGES ON A DAILY BASIS. AT THE END OF CONSTRUCTION, TURN OVER THIS SET AS "RECORD DRAWINGS" AND UPDATE AUTOCAD DRAWING. THE SET IS TO INCLUDE ALL CHANGES TO THE CONTRACT, INCLUDING ANY ADDENDA, CIRCUIT NUMBERS FOR ALL AFFECTED CIRCUITS, CHANGE ORDER AND SUPPLEMENTAL INSTRUCTIONS AND UPDATED PANEL SCHEDULES TO REFLECT RECORD CIRCUITRY. DRAWINGS ARE TO BE SUBMITTED WITH MAINTENANCE MANUALS UPON COMPLETION OF THE PROJECT AND PRIOR TO FINAL PAYMENT.

11. **WIRE AND CABLE**

11.1. ALL WIRING TO BE COPPER, MINIMUM SIZE #12 AWG CONDUCTORS, STRANDED FOR #10 AWG AND LARGER, WITH 600 V INSULATION OF CHEMICALLY CROSS-LINKED THERMOSETTING POLYETHYLENE MATERIAL RATED RW90, EXCEPT WHERE INDICATED OR NOTED OTHERWISE.

11.2. WIRING TO BE SIZED FOR A MAXIMUM VOLTAGE DROP NOT TO EXCEED 3%.

11.3. TYPE RWU90 FOR UNDERGROUND WIRING.

11.4. PROVIDE A GREEN INSULATED BONDING CONDUCTOR IN ALL INSTALLED CONDUIT, MINIMUM SIZE #12 AWG. SIZE CONDUCTOR AS PER THE LATEST EDITION OF THE ONTARIO ELECTRICAL SAFETY

CODE.

12. **WIRING IDENTIFICATION**

12.1. PROVIDE PHASE IDENTIFICATION MARKINGS ON BOTH ENDS OF PHASE CONDUCTORS OF FEEDERS. ARRANGE UNIFORM PHASE-TO-MAIN LUG CONNECTION ON ALL EQUIPMENT.

12.2. PROVIDE NUMBERED TAPE MARKINGS ON ALL BRANCH CONDUCTORS, INCLUDING NEUTRALS, WHERE COMMON NEUTRALS ARE USED. IDENTIFY BRANCH CIRCUIT NUMBERS.

12.3. COLOUR CODING OF CONDUCTOR INSULATION AS PER OESC 4-032.

12.4. AT ALL JUNCTION BOXES, PULLBOXES, ETC, MAINTAIN IDENTIFICATION SYSTEM.

13. **CONDUITS AND FITTINGS**

13.1. MINIMUM SIZE OF ALL CONDUITS TO BE 21mm.

13.2. USE PVC RIGID CONDUIT FOR UNDERGROUND WORK.

14. **CONDUIT INSTALLATION**

14.1. PROVIDE A PULL CORD, POLYPROPYLENE, IN ALL EMPTY CONDUITS.

14.2. USE CONDUIT SLIP FITTERS FOR ALL DIRECT BURIED CONDUIT SYSTEMS THAT ARE TO TRANSITION FROM BELOW GRADE TO ABOVE GRADE.

15. **GROUNDING AND BONDING**

15.1. BOND ALL EQUIPMENT WITH APPROVED FITTINGS AND BONDING CONDUCTORS OF AMPLE CAPACITY AS REQUIRED BY THE LATEST EDITION OF THE ONTARIO ELECTRICAL SAFETY CODE. ALL BONDING CONDUCTORS TO BE GREEN INSULATION AND INSTALLED IN CONDUIT.

16. **DISTRIBUTION**

16.1. PROVIDE ELECTRICAL FEED FROM LOCAL HYDRO ONE TRANSFORMER TO LIGHT FIXTURES AS INDICATED. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH HYDRO ONE.

17. **LIGHTING**

17.1. PROVIDE FIXTURE COMPLETE WITH ASSOCIATED EQUIPMENT AS SHOWN IN FIXTURE SCHEDULE AND/OR AS INDICATED ON DRAWING.

17.2. **LED LAMPS:**

17.2.1. OPTICAL ASSEMBLIES: LEDS SHALL BE PROVIDED WITH DISCREET OPTICAL ELEMENTS TO PROVIDE IESNA TYPE II, III, IV OR V DISTRIBUTIONS. ADDITIONAL DISTRIBUTIONS FOR SPILL LIGHT CONTROL SHALL BE UTILIZED WHEN LIGHT TRESPASS MUST BE MITIGATED. THE LUMINAIRE SHALL HAVE A MINIMUM EFFICIENCY OF 85 LUMEN/WATT AS REPORTED BY AN LM-79 REPORT FOR EACH LUMINAIRE WATTAGE AND PHOTOMETRIC DISTRIBUTION CONSIDERED.

17.2.2. LUMEN DEPRECIATION SHALL NOT DECREASE BY MORE THAN 30% OVER THE EXPECTED OPERATING LIFE OF A MINIMUM OF 50,000 HRS @ 20 DEGREES CELSIUS. THESE MEASUREMENTS SHALL BE CALIBRATED TO STANDARD PHOTOMIC CALIBRATIONS. THE LED DEVICE MANUFACTURER SHALL HAVE TESTED THE LUMEN MAINTENANCE CHARACTERISTICS OF THE PACKAGE IN ACCORDANCE WITH THE GUIDELINES OF IESNA LM-80-08 "APPROVED METHOD OF LUMEN MAINTENANCE TESTING OF LED LIGHT SOURCE". A COPY OF THE MANUFACTURER'S LM-80 REPORTS SHALL BE SUBMITTED FOR REVIEW, ACCOMPANIED BY THE LUMEN DEPRECIATION ESTIMATES FOR 10, 15 AND 25 DEGREES CELSIUS LUMINAIRE AMBIENT OPERATING TEMPERATURES.

17.2.4. LIGHT COLOUR/QUALITY: THE LUMINAIRE SHALL HAVE A CORRELATED COLOUR TEMPERATURE (CCT) OF 4,000K. THE COLOUR RENDITION INDEX (CRI) SHALL BE 80 OR GREATER. BINNING OF LEDS SHALL CONFORM TO ANSI/G. NEMA SSL 3-2010.

17.3. **LED DRIVERS:**

17.3.1. POWER CONSUMPTION: MAXIMUM POWER CONSUMPTION ALLOWED FOR THE LUMINAIRE SHALL BE DETERMINED BY APPLICATION. THE LUMINAIRE SHALL NOT CONSUME POWER IN THE OFF STATE.

17.3.2. OPERATION VOLTAGE: THE LUMINAIRE SHALL OPERATE FROM A 60 HZ AC LINE OVER VOLTAGE RANGING FROM 108 VAC TO 305 VAC. THE FLUCTUATIONS OF LINE VOLTAGE SHALL HAVE NO VISIBLE EFFECT ON THE LUMINOUS OUTPUT.

17.3.3. POWER FACTOR: THE LUMINAIRE SHALL HAVE A POWER FACTOR OF 0.90 OR GREATER.

17.3.4. THD: THE TOTAL HARMONIC DISTORTION (CURRENT AND VOLTAGE) INDUCED INTO AN AC POWER LINE BY A LUMINAIRE SHALL NOT EXCEED 20 PERCENT OVER ENTIRE LOAD RANGES.

17.3.5. SURGE SUPPRESSION: THE LUMINAIRE ON-BOARD CIRCUITRY SHALL INCLUDE SURGE PROTECTION DEVICES (SPD) TO WITHSTAND HIGH REPETITION NOISE TRANSIENTS AS A RESULT OF UTILITY LINE SWITCHING, NEARBY LIGHTNING STRIKES, AND OTHER INTERFERENCE. THE SPD SHALL PROTECT THE LUMINAIRE FROM DAMAGE AND FAILURE FOR COMMON MODE TRANSIENT PEAK VOLTAGES UP TO 10 KV (MINIMUM) AND TRANSIENT PEAK CURRENT UP TO 5 KA (MINIMUM). SPD PERFORMANCE SHALL BE TESTED PER THE PROCEDURES IN ANSI/IEEE C62.41-1992 (OR CURRENT EDITION) FOR CATEGORY C (STANDARD). THE SPD SHALL FAIL IN SUCH A WAY AS THE LUMINAIRE WILL NO LONGER OPERATE. THE SPD SHALL BE FIELD REPLACEABLE.

17.3.6. THE POWER SUPPLY DRIVER ENCLOSURE SHALL BE SEALED TO PROTECT AGAINST THE ENTIRE ENVIRONMENT. THIS AREA SHOULD BE SEALED TO MINIMUM INGRESS PROTECTIVE LEVEL 65 (IP65).

17.3.7. RF INTERFERENCE: LED DRIVERS MUST MEET CLASS A EMISSION LIMITS REFERRED TO IN FEDERAL COMMUNICATIONS COMMISSION (FCC) TITLE 47, SUBPART B, SECTION 15 REGULATIONS CONCERNING THE EMISSION OF ELECTRONIC NOISE.

17.3.8. THE TOTAL CURRENT HARMONIC DISTORTION OF POWER SUPPLY DRIVER INDUCED INTO AN AC POWER LINE SHALL NOT EXCEED 20%.

17.3.9. CONTRACTOR SHALL PROVIDE ALL REQUIRED EQUIPMENT AND APPURTENANCES INCLUDING, BUT NOT LIMITED TO, STEP DOWN TRANSFORMER, SUSPENSION SYSTEM, JUNCTION BOXES, UNISTRUT, IN-LINE FUSE HOLDERS, CONNECTORS AND LOW VOLTAGE CABLING TO ENSURE A COMPLETE AND FUNCTIONAL SYSTEM.

13. **TESTING**

13.1. TEST ALL SYSTEM EQUIPMENT AND DEVICES, AS REQUIRED BY THESE SPECIFICATIONS OR GOVERNING AUTHORITIES. COORDINATE TIME FOR TESTING WITH OWNER'S REPRESENTATIVE, AUTHORITIES HAVING JURISDICTION AND ENGINEER, AS REQUIRED.

13.2. PROVIDE ALL TESTING EQUIPMENT, METERS, ETC., AND PERSONNEL, AS REQUIRED TO COMPLETE TESTING. TURN OVER TEST RESULTS AT THE END OF THE CONTRACT.

13.3. SYSTEMS REQUIRING TESTING FOR PROPER OPERATION INCLUDE:

13.3.1. POWER SYSTEMS - PHASING, VOLTAGE, LOAD BALANCING, BONDING.

13.3.2. LIGHTING SYSTEMS - FIXTURES AND RELATED CONTROLS.

13.3.3. ANY PROPRIETARY SYSTEM INSTALLED BY THIS CONTRACTOR, UNDER THIS CONTRACT.

13.3.4. IN ORDER TO ESTABLISH GENERAL CONFORMANCE, CONTRACTOR SHALL PROVIDE:

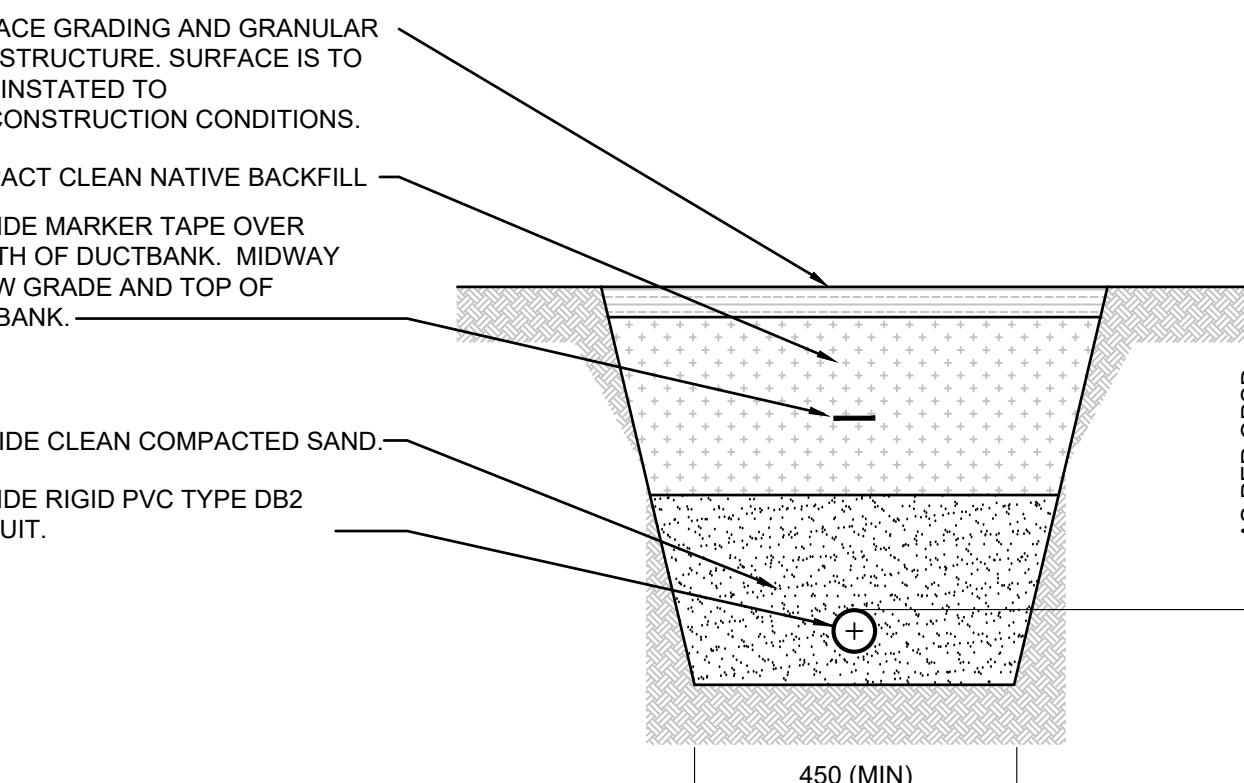
13.3.4.1. FINAL ESA REPORT.

14. **JUNCTION AND PULL BOXES**

14.1. PROVIDE JUNCTION AND PULL BOXES TO MEET REQUIREMENTS OF THE ONTARIO ELECTRICAL SAFETY CODE FOR NUMBER OF CONDUCTORS AND CONDUIT SIZES AS A MINIMUM OR AS INDICATED.

14.2. PROVIDE PULL BOXES IN CONDUIT RUNS 30 METRES OR LONGER. ONE BOX REQUIRED FOR EVERY 30 METRES OF LENGTH MINIMUM.

14.3. ALL BOXES TO BE IDENTIFIED FOR PANEL AND CIRCUITS.



1 TYPICAL TRENCHING DETAIL
E01 SCALE: N.T.S.

TYPE:	Fixture:	Pole:	Arm:
	NXT SERIES, SINGLE PIECE, DIE CAST A360 ALUMINUM HOUSING, 5570 LUMEN, 46W, C/W INTEGRAL PHOTOCELL CAT. NUMBER: NXT-24S-5-S-2ES-6-XX-1-UL-X-2H MOUNTING HEIGHT: 6.7m	STELLA JONES, CLASS 3, 8m LENGTHS, HYDRO ONE CLASSIFICATION	NXT, ALUMINUM ALLOY SATIN FINISH 1.83m LONG ELLIPTICAL ARM PER OPSD 2420

2 FIXTURE SCHEDULE
E01 SCALE: N.T.S.

LINETYPE LEGEND:

— UG — UNDERGROUND CABLING
— NEW — NEW INSTALLATION

ELECTRICAL LEGEND:

DISCONNECT
 GROUNDING ROD / GROUNDING LOCATION

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VERIFY SHEET SIZE AND SCALES. THE BAR TO THE RIGHT IS 25MM IF THIS IS A FULL SIZE DRAWING. 0 25mm

SCALE: N.T.S.

CLIENT:
 Temiskaming Shores

CONSULTANT:
 J.L.Richards
ENGINEERS-ARCHITECTS-PLANNERS

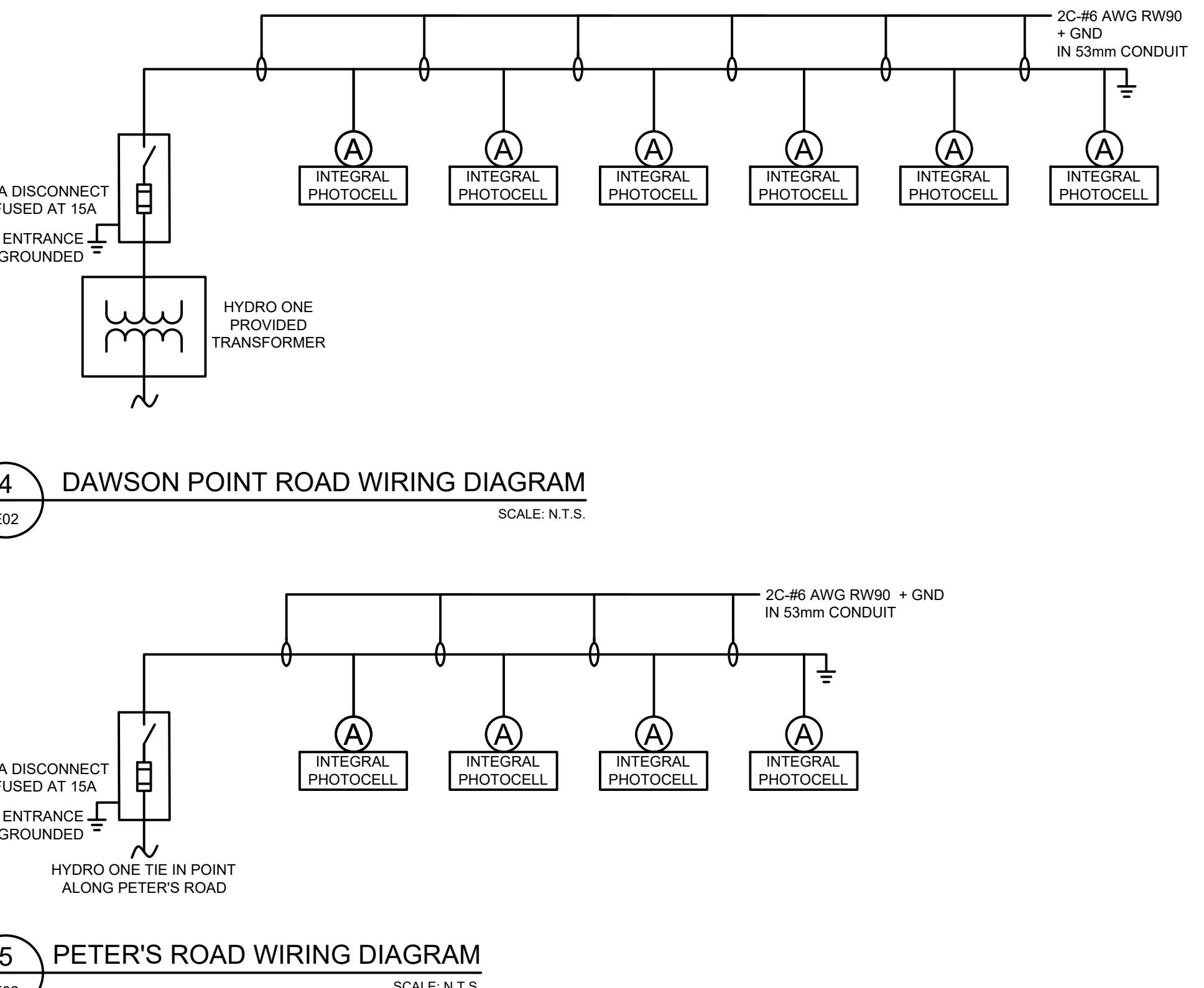
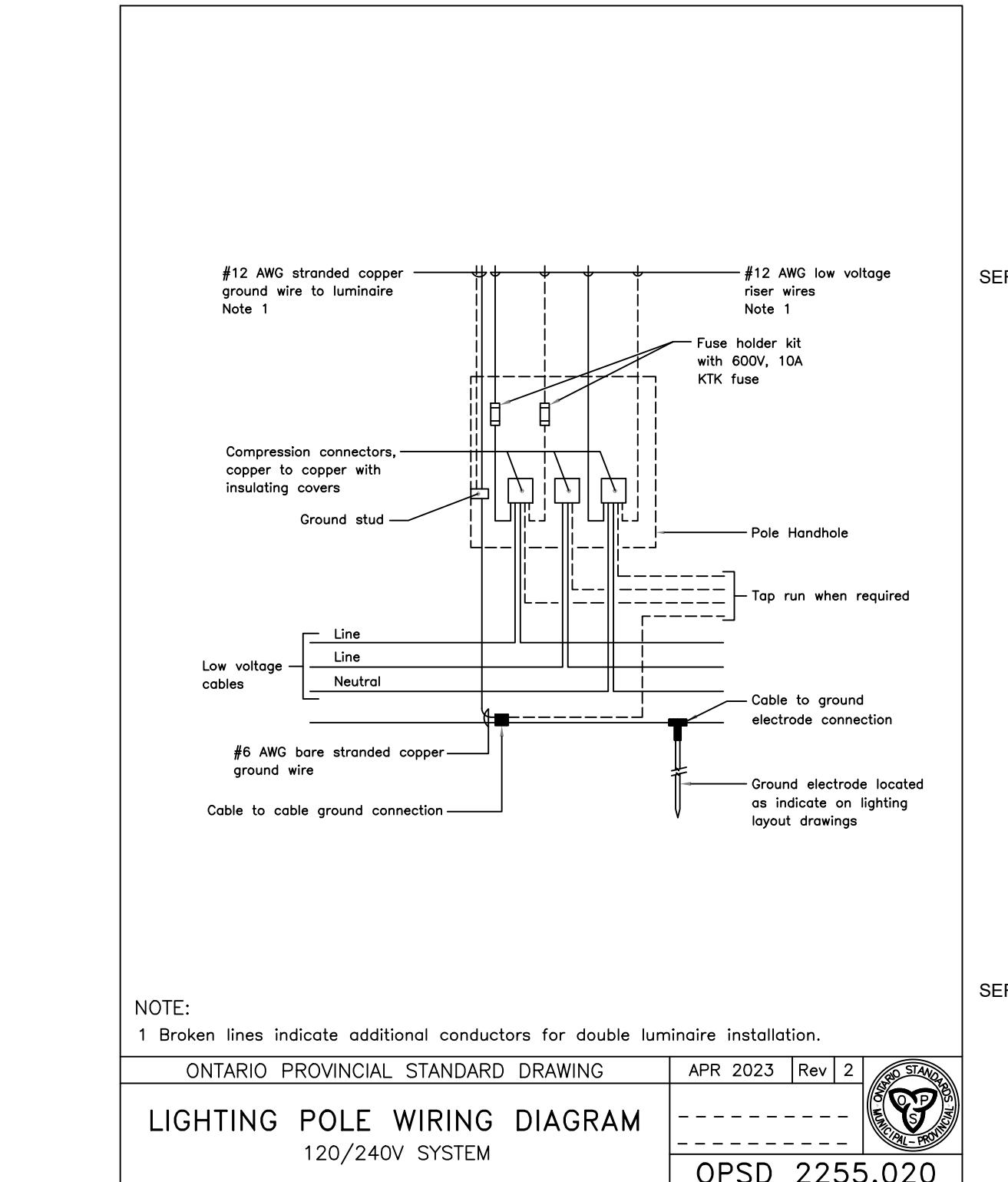
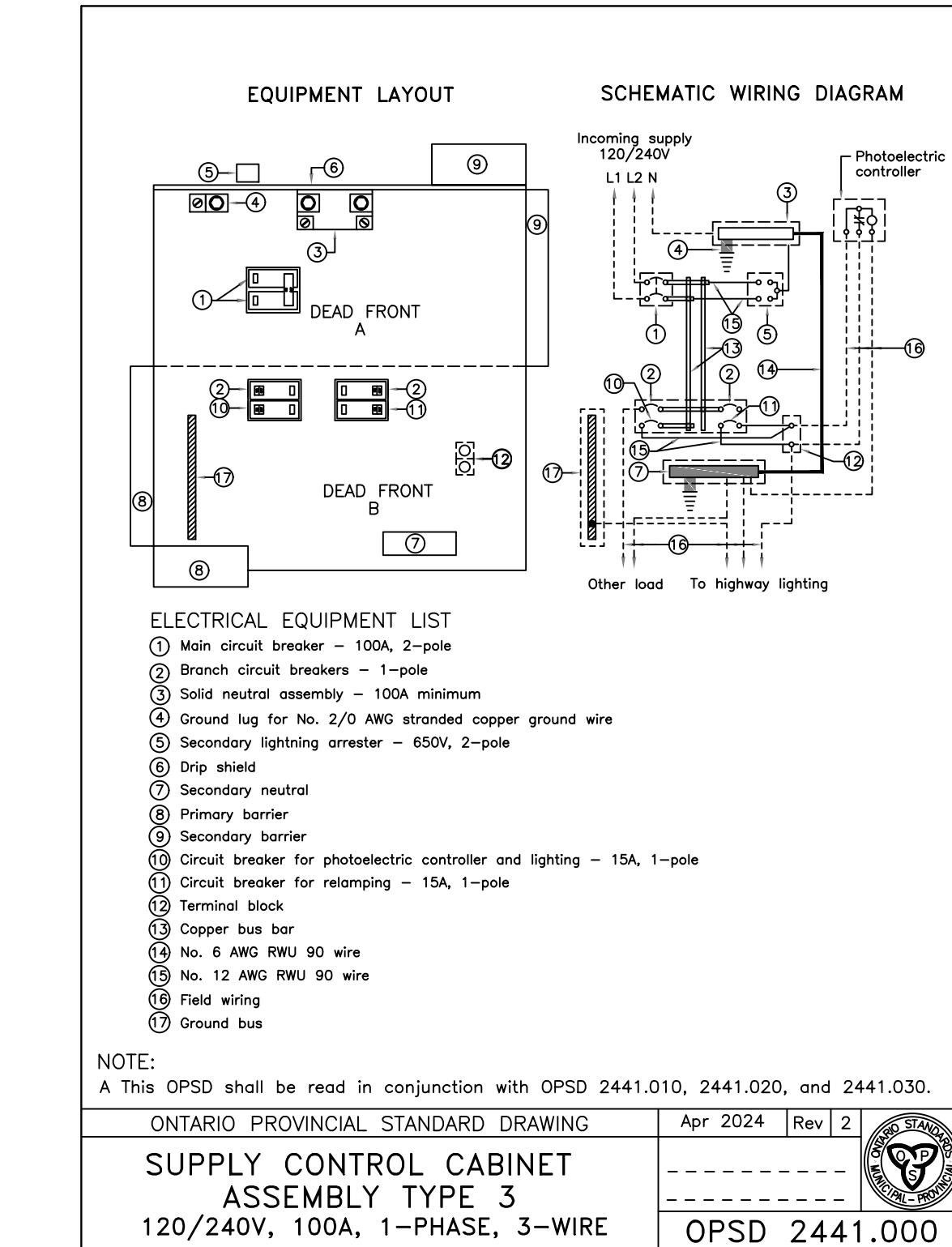
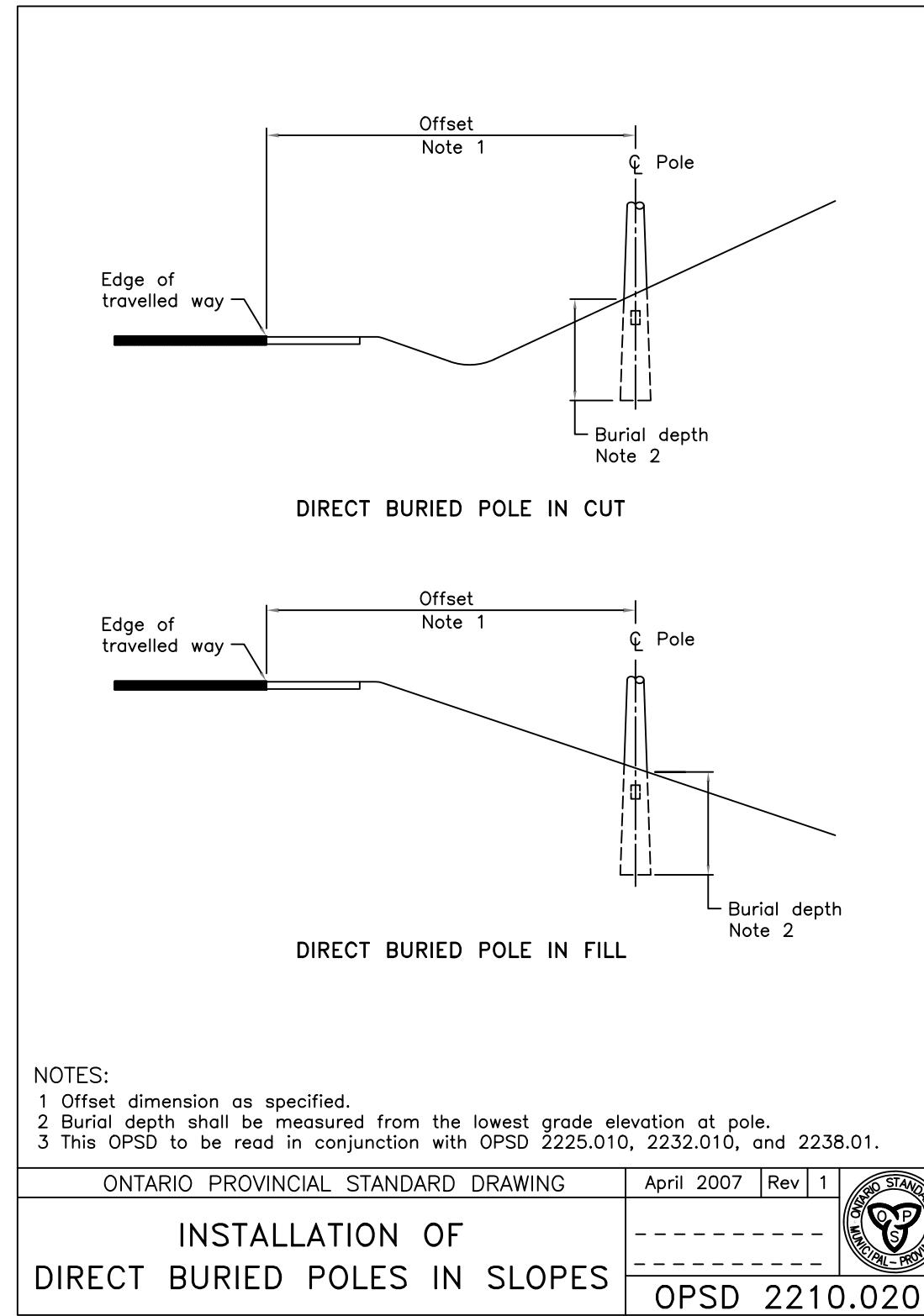
CONSULTANT:

PROFESSIONAL STAMP
PROJECT NORTH

PROJECT:
DAWSON POINT AND PETER'S ROAD RE-HABILITATION
TEMISKAMING SHORES, ONTARIO

DRAWING:

ELECTRICAL SPECIFICATIONS AND DETAILS
DESIGN: SM
DRAWN: WR
DRAWING #: E01
CHECKED: NG
JLR #: 33539-000
PLOT DATE: December 9, 2025 11:07:56 AM



5 PETER'S ROAD WIRING DIAGRAM

E02

SCALE: N.T.S.

1 TYPICAL INSTALLATION OF DIRECT BURIED POLES IN SLOPES

E02

SCALE: N.T.S.

1

E02

SCALE: N.T.S.

2

E02

SCALE: N.T.S.

3

E02

SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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E02

SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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E02

SCALE: N.T.S.

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E02

SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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SCALE: N.T.S.

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E02

SCALE: N.T.S.

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SCALE: N.T.S.

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E02

SCALE: N.T.S.

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E02

SCALE: N.T.S.

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SCALE: N.T.S.

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E02

SCALE: N.T.S.

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E02

SCALE: N.T.S.

59

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SCALE: N.T.S.

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E02

SCALE: N.T.S.

61

E02

SCALE: N.T.S.

62

E02

SCALE: N.T.S.

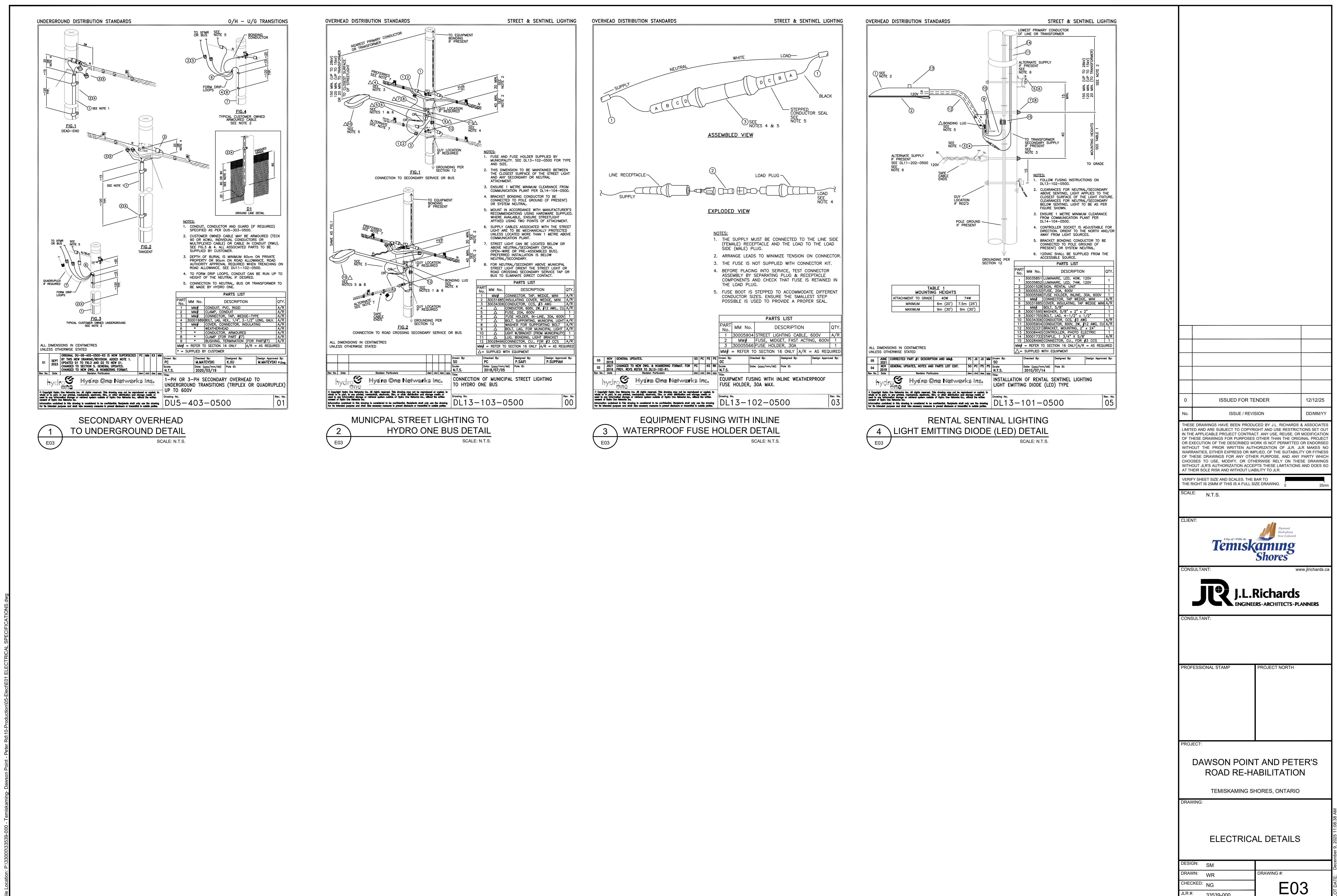
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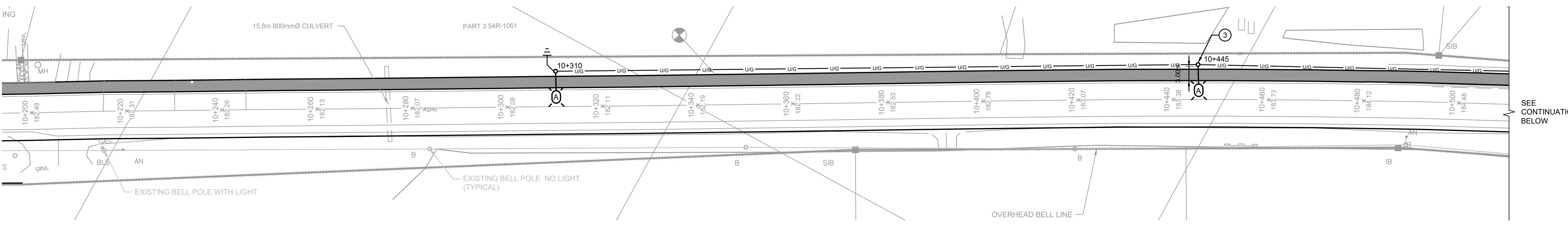
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SCALE: N.T.S.

64

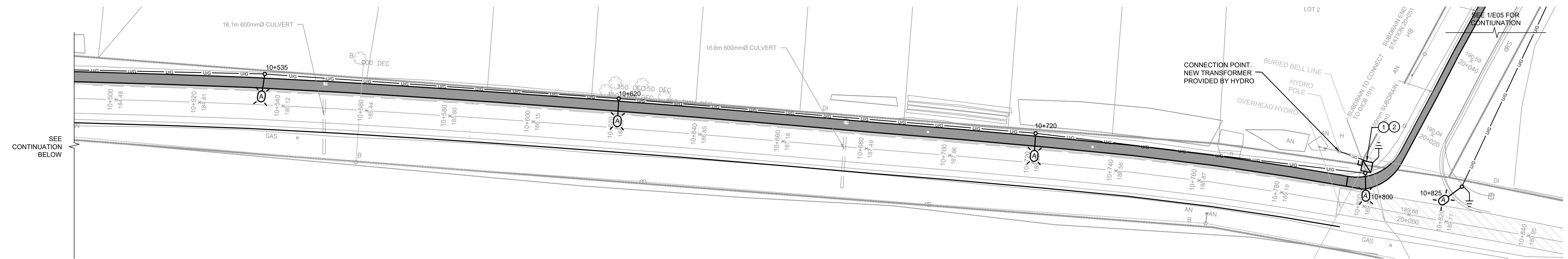
E02





1 DAWSON POINT SECTION 1
E04 SCALE: 1:500

SCALE: 1:50



DAWSON POINT SECTION 2

SCALE: 1:50

DRAWING NOTES:

- ① CONTRACTOR TO PROVIDE 30A FUSIBLE DISCONNECT COMPLETE WITH FAST ACTING 15A FUSE.
- ② REFER TO DETAIL 2 ON E02 FOR ADDITIONAL INFORMATION ON GROUNDING SERVICE CABINET.
- ③ UTILITY POLES TO BE INSTALLED AT AN OFFSET OF 3m FROM EDGE OF ROAD (TYPICAL FOR ALL UTILITY POLES).

GENERAL NOTES

GENERAL NOTES:

- A. ALL WORK TO BE COMPLETE TO THE OESC, LATEST VERSION.
- B. ENSURE CLEARANCES FROM OTHER UTILITIES AS PER OESC, LATEST VERSION.
- C. ALL LED FIXTURES TO BE SUPPLIED WITH INTEGRAL PHOTO CELL.
- D. REFER TO DRAWING E01 FOR LIGHT FIXTURE SCHEDULE.
- E. ALL EMPTY CONDUIT TO BE c/w NYLON PULL STRING.
- F. REFER TO DRAWING E02 FOR HYDRO ONE CONNECTION DETAILS.

JLR DISCLAIMER

0	ISSUED FOR TENDER	12/12/25
No.	ISSUE / REVISION	DD/MM/YY

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AS NOTED

City of Ville de
Temiskaming Shores

Dymond
Haileybury
New Liskeard

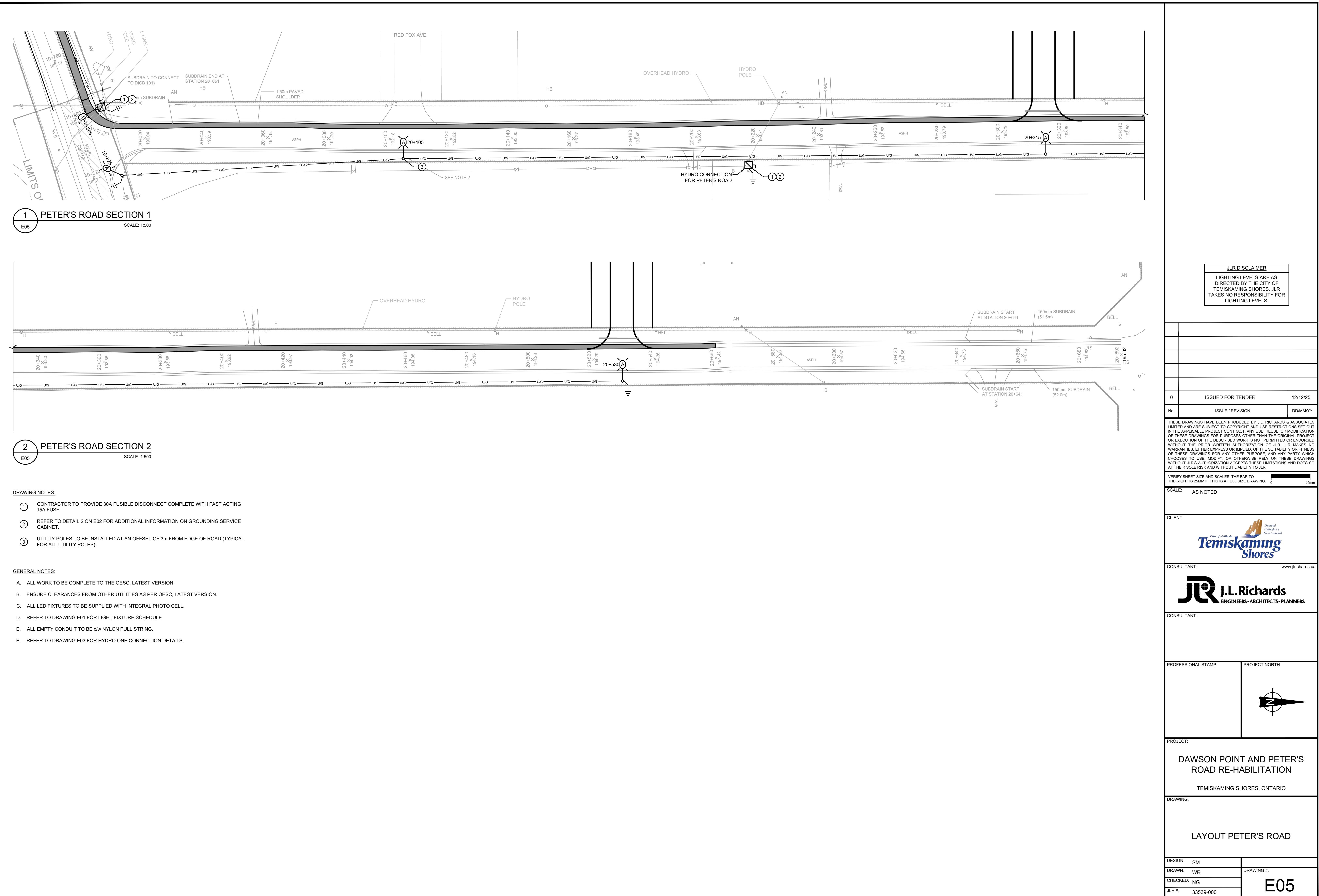
JCA JONES CROWLEY & ASSOCIATES
ENGINEERS - ARCHITECTS - PLANNERS

<p>CONSULTANT:</p>	
<p>PROFESSIONAL STAMP</p>	<p>PROJECT NORTH</p> 

PROJECT: **DAWSON POINT AND PETER'S ROAD RE-HABILITATION**

TEMISKAMING SHORES, ONTARIO

DRAWING: LAYOUT DAWSON POINT ROAD	
DESIGN:	SM
DRAWN:	WR
CHECKED:	NG
LR #:	33539.000
DRAWING #: E04	



SECTION F

GEOTECHNICAL INVESTIGATION REPORTS



Geotechnical Investigation and Design Report

City of Temiskaming Shores c/o J.L. Richards

Type of Document:

Report

Project Name:

Road Rehabilitation
New Liskeard, Ontario

Project Number:

SUD-25006350-A0

Prepared By:

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Date Submitted:

2025-05-29

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Further to our Proposal No. 25/022/GP_rev.1, dated February 24, 2025 and your subsequent authorization to proceed, EXP Services Inc. (EXP) has completed the field investigation and geotechnical engineering evaluation for the proposed roadway resurfacing. Our comments and recommendations, based on the results of the field investigation and our understanding of the project scope, are provided in this report.

1. Introduction

It is understood that an approximate 1.3 km of Dawson Point Road and 700 m of Peter's Road are envisioned to be reconstructed within the town of New Liskeard, ON. The reconstruction is to be the road only and no services are planned to be reconstructed. To assist with the design of the proposed works, EXP has completed a geotechnical investigation with the results of the investigation and design recommendations included within this report.

Both Dawson Point Road and Peter's Road within the project limits are 2-lane paved roadway with a posted speed limit of 50 km/h. Drainage along the roads consists of ditching with approximately 0.5 to 1.0 m wide granular shoulders.

2. Field Investigation

The field investigation for this project consisted of the advancement of four (4) sampled boreholes along the project limits. The boreholes were advanced on May 12, 2025, with the locations shown on Dwg. No. A-1 included in Appendix A. The boreholes were laid out in the field by a field technician from EXP at locations free of existing buried services.

The sampled boreholes were advanced using a CME 55 truck mounted drill equipped with 200 mm diameter Hollow Stem Augers (HSA) to depths shown on the attached borehole logs, Fig. B-2 to B-5 in Appendix B. Soil samples were obtained directly from the augers and using a 51 mm (2 inch) outside diameter split spoon sampler in conjunction with Standard Penetration Tests (ASTM D1586), at depths noted on the attached borehole log in Appendix B. The Standard Penetration Test (SPT) "N" values were recorded and used to provide an assessment of the in-situ compactness condition of the subgrade soils.

The groundwater levels were measured within the boreholes prior to backfilling. The boreholes were backfilled with auger cuttings, sealed with bentonite, and capped with asphalt cold patch. The advancement of the boreholes was supervised on a full-time basis by a geotechnical representative from EXP.

The retained samples were logged in the field and then carefully packaged and transported to our Sudbury laboratory for detailed examination and testing.

The borehole locations and elevations were determined in the field using a hand-held GPS unit. The locations and elevations of the boreholes should be considered accurate only to the degree implied by the method used and should not be utilized for detailed design purposes.

3. Laboratory Testing

A laboratory testing program was performed on representative soil samples and consisted of moisture content determinations and grain/particle size analyses. The laboratory test results are summarized on the attached borehole logs in Appendix B, with detailed results included in Appendix C.

4. Subsurface Conditions

Details of the soils encountered during the field investigation are summarized on the attached borehole logs in Appendix B. The logs include textural descriptions of the subsoil and indicate the soil boundaries inferred from non-continuous sampling and observations during the field investigation. These boundaries reflect approximate transition zones for the purpose of geotechnical design and should not be interpreted as exact planes of geological change. When reading this report, the explanatory notes and definitions provided in Figures B-1A and B-1B in Appendix B should be referenced.

In general, the pavement structure along Peter's Road and Dawson Point Road consists of asphalt overlying granular fill materials underlain by a native clay.

Asphalt was encountered at the surface of each borehole and ranged in thickness from 50 to 75 mm along Dawson Point Road and Peters Road, respectively. Asphalt thicknesses may further vary beyond the borehole locations.

Underlying the asphalt at the boreholes was granular fill material. No discernable base and subbase layers were visible within the boreholes along Peter's Road. The granular fill layer ranged in thickness from 800 to 1,100 mm, with an average thickness of 950 mm. The granular fill generally consisted of sandy gravel with trace silt. On Dawson Point Road, there was a sand and gravel base that extended to depths between 150 mm to 500 mm, with an average depth of 375 mm. The subbase depth varied between 1,000 to 1,400 mm, with an average depth of 1,200 mm. The subbase consisted of a sand with trace silt.

Underlying the fill materials, was native clay that extended to the borehole termination depths of 2.1 m. The clay contained some silt, was grey in colour and moist. Uncorrected SPT "N" values within the material ranged from 9 to 12 blows per 300 mm, classifying the clay as soft to stiff in compactness condition. A particle size analysis completed on a representative sample of the clay indicated approximately 10% of the particles were between 5 and 75 μm . As such, the material is considered to be a low susceptibility to frost heaving. Measured moisture contents within the material ranged from 21 to 25%.

Groundwater was not observed within the boreholes upon completion with the exception of borehole BH-1, where groundwater was noted to be 1.4 m below ground surface. Seasonal variations in the water table should be anticipated, with higher levels occurring during wet weather conditions (spring thaw and late fall) and lower levels occurring during dry weather conditions.

5. Frost Penetration

In accordance with "Figure 11 – Freezing Index Map of Northern Ontario", from the Ministry of Transportation Report No. RR225, "Aspects of Prolonged Exposure of Pavements to Sub-Zero Temperatures," 1981, the freezing index for New Liskeard is estimated to be 1350 C degree-days. As indicated in the referenced report, and consistent with Ontario Provincial Standards Drawing (OPSD) 3090.101, the proposed design frost penetration depth is approximately 2.2 m beneath a pavement structure.

6. Discussion

Given the silt content in the existing fill, particularly at boreholes BH-03 and BH-04, it would be recommended to complete full depth reconstruction to ensure proper drainage is achieved. Although BH-01 and BH-02 revealed a lower percentage of silt, the boreholes are widely spaced and may not reflect the true silt content. Not completing full depth reconstruction may result in a reduced service life, however, both options are discussed.

7. Pavement Structure Design Recommendations

Pavement structure analysis was undertaken using The Routine (Empirical) Design Method following the guidelines provided in the MTO "Pavement Design and Rehabilitation Manual (PDRM)". The Routine (Empirical) Design Method is based on the concept of a Granular Base Equivalency (GBE), which relates the structural contribution of various pavement materials to an equivalent Granular "A" thickness. A target GBE value is selected based upon the anticipated Annual Average Daily Traffic (AADT) and the in-situ native soils conditions. The contribution of various pavement materials is shown below on the table below.

Table 1: Granular Base Equivalency Factors Guideline

Material	Equivalency Factor
New Asphalt	2.0
New Base (Granular "A")	1.0
New Subbase (Granular "B")	0.67
Old Granular Subbase	0.4

The AADT for the project limits are unknown, however have been estimated to be less than 2,000, with truck traffic assumed to account for less than 10% of the AADT. The subgrade soils consist of suspected native clay containing 40% between 5 and 75 μm sieve. As such, a target GBE of 530 is considered appropriate based on Table 3.3.3 of the PDRM.

The following pavement structures are recommended for the proposed roadway based on the PDRM. As recommended in the PDRM, modifications were made to account for deep frost penetration and marginal soil conditions in Northern Ontario. As such, granular depths should be no less than those for 2000-3000 AADT where full depth reconstruction is utilized. It is assumed that vertical grades are to remain at current elevations.

The recommended pavement structures for partial depth reconstruction are outlined on the tables below.

Table 2: Recommended Pavement Structures for Partial Depth Reconstruction at Dawson Point Road

Materials	Partial Depth Reconstruction
New Asphalt	40 mm SP 12.5 or HL3 Surface Course <u>50 mm SP 19.0 or HL8 Binder Course</u> 90 mm total Asphalt
New Base	150 mm Granular "A"
New Subbase	n/a
Existing Fill (based on minimum thickness)	1400 mm
TOTAL	1,630 mm
Resulting GBE	890

Table 3: Recommended Pavement Structures for Partial Depth Reconstruction at Peter's Road

Materials	Partial Depth Reconstruction
New Asphalt	40 mm SP 12.5 or HL3 Surface Course <u>50 mm SP 19.0 or HL8 Binder Course</u> 90 mm total Asphalt
New Base	150 mm Granular "A"
New Subbase	n/a
Existing Fill (based on minimum thickness)	750 mm
TOTAL	990 mm
Resulting GBE	630

The recommended pavement structures for full depth reconstruction are outlined on the tables below.

Table 4: Recommended Pavement Structures for Full Depth Reconstruction at Dawson Point Road

Materials	Full Depth Reconstruction
New Asphalt	40 mm SP 12.5 or HL3 Surface Course <u>50 mm SP 19.0 or HL8 Binder Course</u> 90 mm total Asphalt
New Base	150 mm Granular "A"
New Subbase	300 mm Granular "B"
Existing Fill (based on minimum thickness)	1100 mm
TOTAL	1,640 mm
Resulting GBE	971

Table 5: Recommended Pavement Structures for Full Depth Reconstruction at Peter's Road

Materials	Full Depth Reconstruction
New Asphalt	40 mm SP 12.5 or HL3 Surface Course <u>50 mm SP 19.0 or HL8 Binder Course</u> 90 mm total Asphalt
New Base	150 mm Granular "A"
New Subbase	300 mm Granular "B"
Existing Fill (based on minimum thickness)	450 mm
TOTAL	990 mm
Resulting GBE	711

As noted, the resulting GBEs of partial or full depth reconstruction exceed the target GBE of 530 for all scenarios and as such, the recommended pavement structures are considered adequate.

As previously mentioned, it is recommended to complete full depth reconstruction to ensure proper drainage. Where partial depth reconstruction is completed, service life may be reduced due to the silt content in the existing fill, however it is difficult to estimate how much the service life will be reduced. Where full depth reconstruction is completed, a conventional asphalt pavement structure as noted above will typically have a functional service life of 12 years provided adequate subgrade support and proper drainage is available. This represents the number of years to the first rehabilitation (via overlay or resurfacing), assuming that regular maintenance and crack sealing is completed. Subsequent resurfacing is typically expected to last at least 10 years.

7.1 Subgrade Preparation

For both full and partial depth reconstruction, the existing asphalt is to be removed completely. The existing granular fill should then be excavated as required to allow for the new granular materials.

The long-term performance of pavement is highly dependent upon the subgrade support conditions. Stringent construction control procedures should be maintained to ensure that uniform subgrade moisture and density conditions are achieved.

Prior to the placement of any engineered fill, the subgrade must be properly shaped, crowned (a minimum of 2%), and proof-rolled in the presence of a qualified geotechnical engineer to ensure uniform conditions. Should soft or spongy areas, or areas of deleterious materials, be encountered, these areas should be subexcavated and the material replaced with Granular "A" or Granular "B" Type II.

Where the subgrade soils are wet or soft it may be necessary to place a non-woven geotextile prior to fill placement.

The most severe loading conditions on the pavement subgrade usually occur during construction. Consequently, special provisions, such as additional granular subbase or use of a non-woven geotextile, may be required, especially if construction is completed during unfavourable weather conditions. Typically, the first lift of engineered fill is increased prior to vibratory compaction to mitigate disturbance of the subgrade soils.

7.2 Drainage

To ensure pavement structure performance and maximum life expectancy, the need for adequate drainage cannot be overemphasized. The finished pavement surface and underlying subgrade must be sloped to provide effective drainage towards the existing drainage system (i.e. gutters or ditching). Surface water should not be allowed to pond adjacent to the outside edges of pavement areas.

Where excessive vegetation is present within the ditches, ditch clean out should be completed. The depth of the ditching should also be reviewed by the designers to ensure the ditching is adequate. Ditching invert are generally recommended to be 0.5 m below the subbase layer.

7.3 Material Requirements

7.3.1 Asphalt

The surface asphalt placed as part of this project should consist of SP 12.5 or HL3 and the binder asphalt should consist of a SP 19.0 or HL8. The surface and base asphalt should each be placed in a single compacted lift. All asphalt shall be in accordance with OPSS 1150 (HL mixes) or OPSS 1151 (Superpave Mixes). Placement and compaction of the asphalt shall be in accordance with OPSS 310.

7.3.2 Granular Materials

The granular base material should consist of Granular "A" in accordance with OPSS.MUNI 1010. Although a 60% crushed Granular "A" material may be used as specified in OPSS 1010, EXP recommends the Granular "A" material be 100% crushed, as this material will enhance drainage and offer better structural support.

New subbase materials should consist of either Granular "B" Type I or Granular "B" Type II in accordance with OPSS.MUNI 1010. Granular "B" Type II is recommended as it offers increased stability and easier placement and compaction, however, is also the more expensive option.

Upfill material below the pavement structure, if required, can consist of Granular "B" Type I or II or Select Subgrade Material (SSM) in accordance with OPSS.MUNI 1010.

All roadway granular material should be placed in maximum 150 mm thick lifts and compacted to 98% of the Standard Proctor Maximum Dry Density (SPMDD) within 1.5% of optimum moisture content.

7.3.3 Geotextile

If required due to wet or soft subgrade conditions, geotextile shall be Terrafix 270R or equivalent (non-woven, Class I, FOS = 100 micron). The geotextile shall be placed with a minimum overlap of 0.6 m. Where geotextile is placed on soft subgrade soils or in wet conditions, overlap shall be a minimum of 0.9 m.

7.4 Paving End Treatment

Joints between new and existing asphalt should be stepped and constructed according to the requirements of OPSS.PROV 313 regarding Longitudinal and Transverse joints. The step should be constructed with a width of 300 mm and height equal to the existing surface course of asphalt, (generally 40 to 50 mm). Tack coating should be applied to any milled surface, including the vertical joint surface.

7.5 Tack Coat

A proper bond between all asphalt lifts is critical for the long-term performance of the pavement structure. A tack coat shall be utilized between all asphalt lifts, all vertical faces, and at all tie-in to existing locations. All tack coat material shall be in accordance with OPSS 308.

8. Excavations

The in-situ fill and native soils may be classified as Type 3 soils for excavations terminating above the groundwater level and Type 4 soils for excavations terminating below the groundwater level in conformance with the Ontario Occupational Health and Safety Act (OHSA).

Excavation side slopes in Type 3 soils should remain stable at a slope of 1H:1V. Excavation side slopes in Type 4 soils should remain stable at a slope of 3H:1V. The need to excavate flatter side slopes if excessively wet or soft/loose materials, or concentrated seepage zones are encountered, should not be overlooked. Water (i.e. surface water runoff) should not be permitted to enter and/or pond within the construction area.

All excavations must be completed in accordance with the most recent guidelines of the Ontario Occupational Health and Safety Act. The contractor should be aware that slope height, slope inclination, or excavation depths, should in no case, exceed those specified in local, provincial or federal safety regulations. Such regulations are strictly enforced and, if not followed, the owner, the contractor or earthwork or utility subcontractor could be liable for substantial penalties.

It is important to note that soils encountered in the construction excavations may vary significantly across the site and with depth. Our preliminary soil classifications are based solely on the materials encountered in widely spaced explorations. The contractor should verify that similar conditions exist throughout the proposed area of excavation. If different subsurface conditions are encountered at the time of construction, we recommend that EXP be contacted immediately to evaluate the conditions encountered.

9. Dewatering

Groundwater was generally not encountered within the boreholes upon completion. As such, significant dewatering is not anticipated throughout the project limits for road rehabilitation/re-construction. Any perched water should be possible to remove using conventional construction pumps and sumps.

It is the responsibility of the Contractor to propose a suitable dewatering system based on the time of construction and groundwater levels. The method used should not undermine any adjacent structures. The dewatering method is the responsibility of the Contractor, and the Contractor should submit his proposal to the Prime Consultant for review and approval prior to construction.

Based on the groundwater observations during drilling, a Permit to Take Water (PTTW) is not likely required.

10. Construction Quality Control

Construction quality control of the “earthworks” should be provided throughout the project by a representative of EXP to verify all design assumptions, recommendations and confirmation of the subsurface soil conditions. This includes inspection of the excavation and subgrade prior to the placement of any structural fill and foundations, to ensure that any and all deleterious materials have been removed and to ensure that the actual conditions are not markedly different than those on which the recommendations made herein are based. Compaction control of structural fill is also recommended as standard practice, as is sampling and testing of aggregates and concrete.

11. Design Review

The recommendations made in this report are considered preliminary and in accordance with our present understanding of the project and are provided solely for the design team responsible for the project. If there are any changes, such as relocation of any structures or other features which may affect our analysis, the information obtained during this investigation may be inadequate and additional field work and reporting may be required.

EXP Services Inc. should be retained to review the final design and specifications to confirm that it is in general agreement with the assumptions on which our recommendations are based. If not accorded the privilege of making this review, EXP Services Inc. will assume no responsibility for interpretation of the recommendations in this report.

12. Limitations

A subsurface investigation is a limited sampling of a site. Should any conditions at the site be encountered that differ from those reported at the test locations, we require that we be notified immediately in order to allow reassessment of our recommendations.

Whereas this investigation has estimated the groundwater level at the time of the fieldwork, and commented on general construction problems, the presence of conditions, which would be difficult to establish from our test holes, may affect the type and nature of dewatering procedures which should be used in practice. These conditions include local and seasonal fluctuations in the groundwater table, erratic changes in the soil profile between the tests, and thin layers of soil with large or small permeabilities compared with the general soil mass, etc.

The comments given in this report are intended only for the guidance of the design team responsible for the project. The number of test holes required to determine the localized underground conditions between test holes affecting construction costs, techniques, sequencing, equipment, scheduling, etc. could be greater than has been carried out for preliminary design

purposes. Contractors bidding on or undertaking the works should, in this light, decide on their own investigations, as well as their own interpretations of the factual test hole results, so that they may draw their own conclusions as to how the subsurface conditions may affect them.

The investigation and comments are necessarily ongoing as new information of underground conditions becomes available. For example, more specific information is available with respect to in-situ subsurface conditions between test locations once construction is underway. Subsurface soil interpretation between test holes, as well as the recommendations of this report, should be verified through field inspections provided by EXP to validate the current information for use during the construction stage.

Virtually no scope of work, no matter how exhaustive, can identify all contaminants or all conditions above or below ground. For example, conditions elsewhere on the property may differ from those encountered, and conditions may change with time. Therefore, no warranty is provided that the entire site condition is represented by those identified at specific borehole locations.

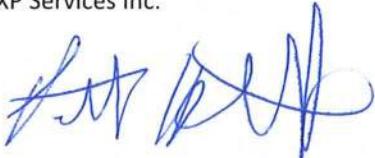
This report in no way reflects any on-site environmental considerations.

13. Closure

We trust that these comments provide you with sufficient information to proceed with design. Should you have any questions, please do not hesitate to contact this office.

Yours truly,

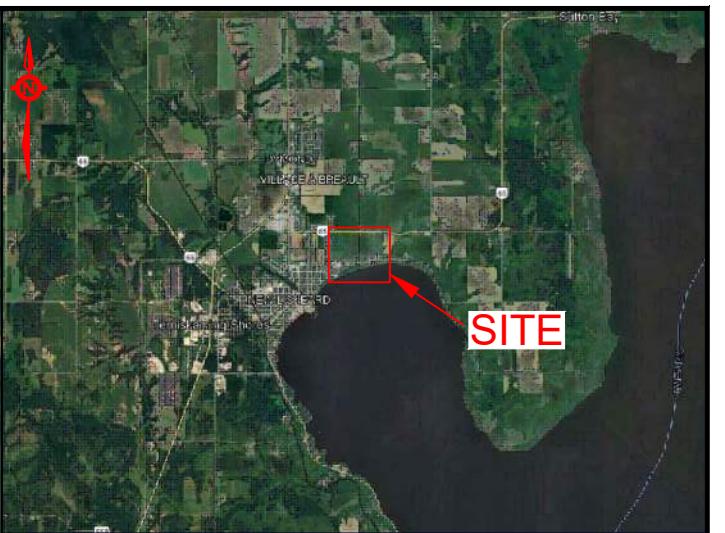
EXP Services Inc.



Peter Hewitt, B.A.Sc
Geotechnical Engineering Designer
Earth & Environmental Services
Northeastern Ontario



Appendix A - Drawing



LEGEND

EXP BOREHOLE

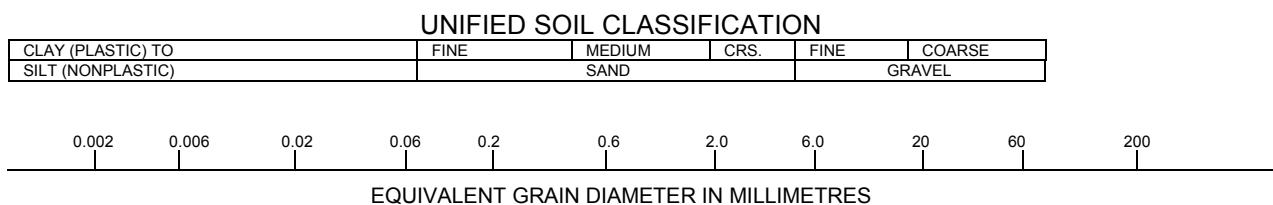
NOTES

- 1) The boundaries and soil types have been established only at Test Hole locations. Between Test Holes, they are assumed and may be subject to considerable error.
- 2) Do not use Test Hole elevations for design purposes.
- 3) Soil samples will be retained in storage for 3 month and then destroyed unless client advises that an extended time period is required.
- 4) Quantities should not be established from the information provided at the Test Hole locations.
- 5) This drawing forms part of the report, project number as referenced, and should be used only in conjunction with this report.

Appendix B – Borehole Logs

Notes on Sample Descriptions

1. All sample descriptions included in this report follow the International Society for Soil Mechanics and Foundation Engineering (ISSMFE), as outlined in the Canadian Foundation Engineering Manual. Note, however, that behavioral properties (i.e. plasticity, permeability) take precedence over particle gradation when classifying soil. Please note that, with the exception of those samples where a grain size analysis has been made, all samples are classified visually. Visual classification is not sufficiently accurate to provide exact grain sizing or precise differentiation between size classification systems.



ISSMFE SOIL CLASSIFICATION

CLAY	SILT		SAND			GRAVEL			COBBLES	BOULDERS
	FINE	MEDIUM	COARSE	FINE	MEDIUM	COARSE	FINE	MEDIUM	COARSE	

2. Fill: Where fill is designated on the borehole log it is defined as indicated by the sample recovered during the boring process. The reader is cautioned that fills are heterogeneous in nature and variable in density or degree of compaction. The borehole description may therefore not be applicable as a general description of site fill materials. All fills should be expected to contain obstruction such as wood, large concrete pieces or subsurface basements, floors, tanks, etc., none of these may have been encountered in the boreholes. Since boreholes cannot accurately define the contents of the fill, test pits are recommended to provide supplementary information. Despite the use of test pits, the heterogeneous nature of fill will leave some ambiguity as to the exact composition of the fill. Most fills contain pockets, seams, or layers of organically contaminated soil. This organic material can result in the generation of methane gas and/or significant ongoing and future settlements. Fill at this site may have been monitored for the presence of methane gas and, if so, the results are given on the borehole logs. The monitoring process does not indicate the volume of gas that can be potentially generated nor does it pinpoint the source of the gas. These readings are to advise of the presence of gas only, and a detailed study is recommended for sites where any explosive gas/methane is detected. Some fill material may be contaminated by toxic/hazardous waste that renders it unacceptable for deposition in any but designated land fill sites; unless specifically stated the fill on this site has not been tested for contaminants that may be considered toxic or hazardous. This testing and a potential hazard study can be undertaken if requested. In most residential/commercial areas undergoing reconstruction, buried oil tanks are common and are generally not detected in a conventional geotechnical site investigation.
3. Till: The term till on the borehole logs indicates that the material originates from a geological process associated with glaciation. Because of this geological process the till must be considered heterogeneous in composition and as such may contain pockets and/or seams of material such as sand, gravel, silt or clay. Till often contains cobbles (75 to 200 mm) or boulders (over 200 mm). Contractors may therefore encounter cobbles and boulders during excavation, even if they are not indicated by the borings. It should be appreciated that normal sampling equipment cannot differentiate the size or type of any obstruction. Because of the horizontal and vertical variability of till, the sample description may be applicable to a very limited zone; caution is therefore essential when dealing with sensitive excavations or dewatering programs in till materials.

Notes On Soil Descriptions

4. The following table gives a description of the soil based on particle sizes. With the exception of those samples where grain size analyses have been performed, all samples are classified visually. The accuracy of visual examination is not sufficient to differentiate between this classification system or exact grain size.

Soil Classification		Terminology	Proportion
Clay and Silt	<0.060 mm	“trace” (e.g. Trace sand)	1% to 10%
Sand	0.060 to 2.0 mm	“some” (e.g. Some sand)	10% to 20%
Gravel	2.0 to 75 mm	adjective (e.g. sandy, silty)	20% to 35%
Cobbles	75 to 200 mm	“and” (e.g. and sand)	35% to 50%
Boulders	>200 mm		

The compactness of Cohesionless soils and the consistency of the cohesive soils are defined by the following:

Cohesionless Soil		Cohesive Soil		
Compactness	Standard Penetration Resistance “N” Blows / 0.3 m	Consistency	Undrained Shear Strength (kPa)	Standard Penetration Resistance “N” Blows / 0.3 m
Very Loose	0 to 4	Very soft	<12	<2
Loose	4 to 10	Soft	12 to 25	2 to 4
Compact	10 to 30	Firm	25 to 50	4 to 8
Dense	30 to 50	Stiff	50 to 100	8 to 15
Very Dense	Over 50	Very Stiff	100 to 200	15 to 30
		Hard	>200	>30

5. ROCK CORING

Where rock drilling was carried out, the term RQD (Rock Quality Designation) is used. The RQD is an indirect measure of the number of fractures and soundness of the rock mass. It is obtained from the rock cores by summing the length of the core covered, counting only those pieces of sound core that are 100 mm or more length. The RQD value is expressed as a percentage and is the ratio of the summed core lengths to the total length of core run. The classification based on the RQD value is given below.

RQD Classification	RQD (%)
Very Poor Quality	<25
Poor Quality	25 to 50
Fair Quality	50 to 75
Good Quality	75 to 90
Excellent Quality	90 to 100

$$\text{Recovery Designation \% Recovery} = \frac{\text{Length of Core Per Run}}{\text{Total Length of Run}} \times 100$$

Log of Borehole BH-01

Project No. SUD-25006350-A0

Figure No. B-2

Project: Road Rehabilitation

Sheet No. 1 of 1

Location: New Liskeard, Ontario

601699 E, 5263503 N

Date Drilled: May 12, 2025

Drill Type: CME 55 Truck Mounted Rig

Datum: Geodetic (Handheld GPS)

Auger Sample

SPT (N) Value

Dynamic Cone Test

Shelby Tube

Field Vane Test

Combustible Vapour Reading

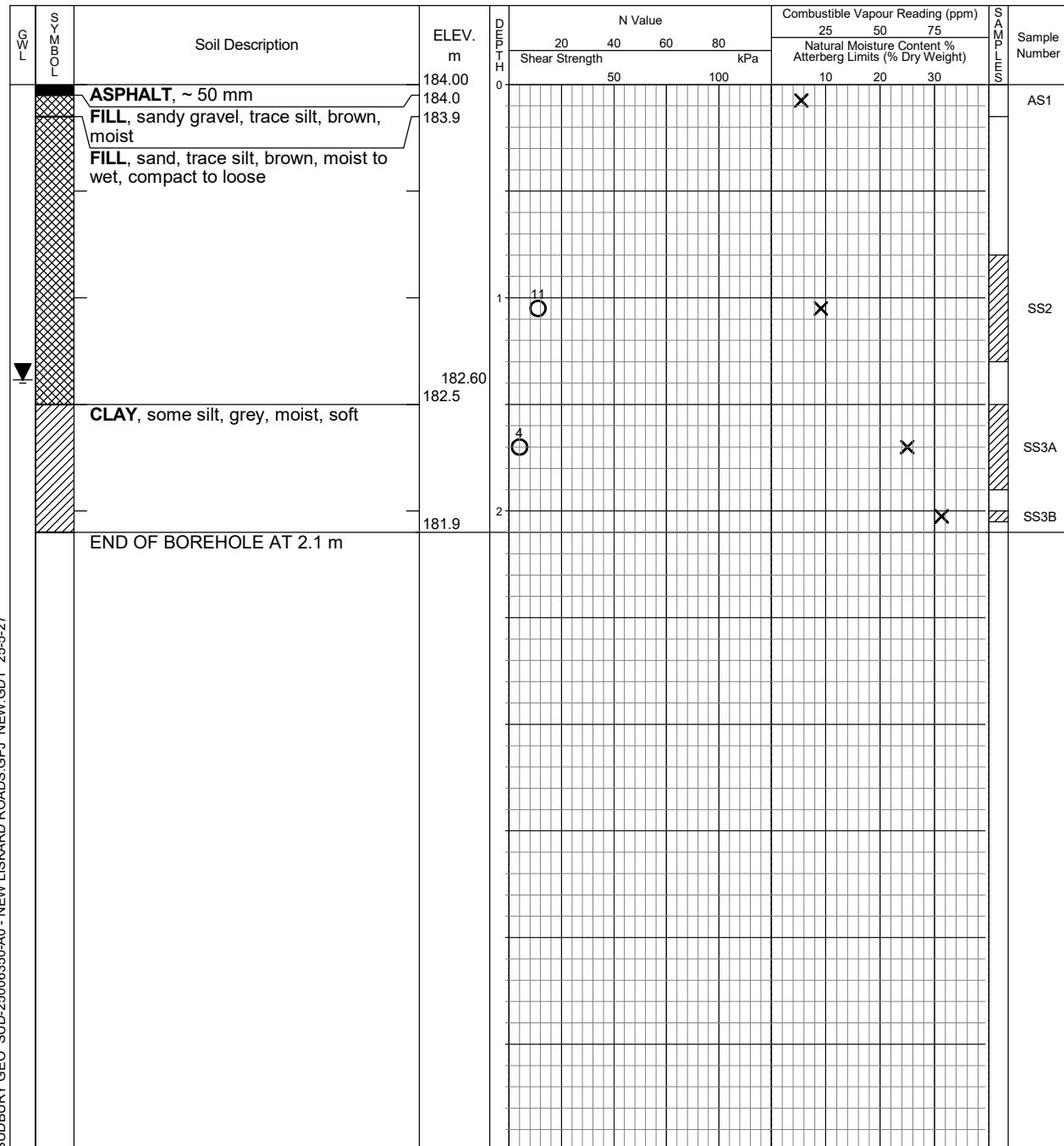
Natural Moisture

Plastic and Liquid Limit

Undrained Triaxial at

% Strain at Failure

Penetrometer



SUDSBURY GEO SUD-25006350-A0 - NEW LISKARD ROADS.GPJ NEW.GDT 25-5-27



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Borehole data requires interpretation assistance from EXP before use by others.

See Figures B-1A and B-1B for
Notes on Sample Description

Time	Water Level (m)	Depth to Cave (m)
Upon Completion	1.4	No cave

Log of Borehole BH-02

Project No. SUD-25006350-A0

Figure No. B-3

Project: Road Rehabilitation

Sheet No. 1 of 1

Location: New Liskeard, Ontario

601065 E, 5263275 N

Date Drilled: May 12, 2025

Auger Sample

Combustible Vapour Reading

Drill Type: CME 55 Truck Mounted Rig

SPT (N) Value

Natural Moisture

Datum: Geodetic (Handheld GPS)

Dynamic Cone Test

Plastic and Liquid Limit

Shelby Tube

Undrained Triaxial at

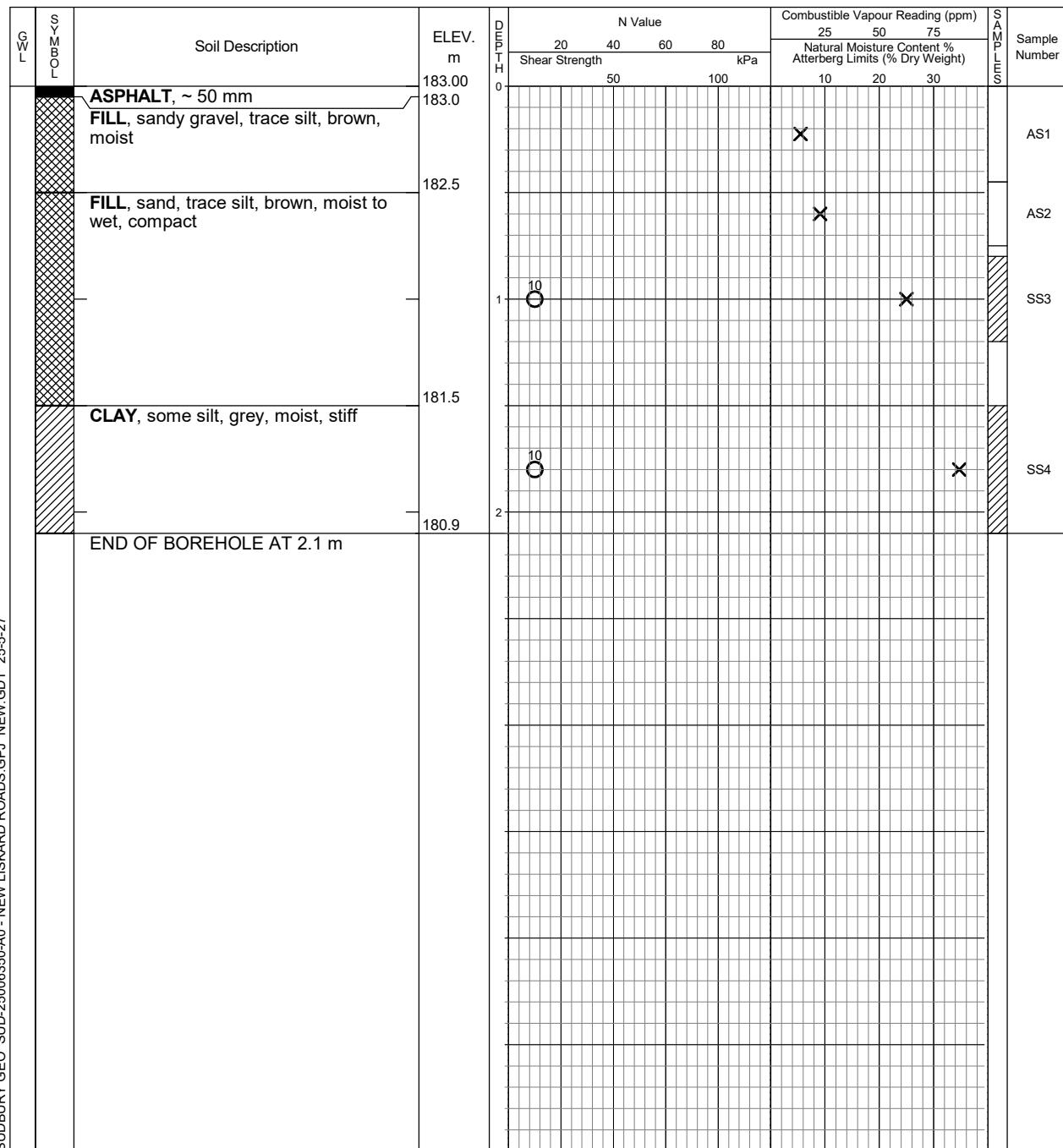
Field Vane Test

% Strain at Failure

Penetrometer

+

Penetrometer



SUDSBURY GEO SUD-25006350-A0 - NEW LISKEARD ROADS GPJ NEW.GDT 25-5-27



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Borehole data requires interpretation assistance from EXP before use by others.

See Figures B-1A and B-1B for Notes on Sample Description

Time	Water Level (m)	Depth to Cave (m)
Upon Completion	Dry	No cave

Log of Borehole BH-03

Project No. SUD-25006350-A0

Figure No. B-4

Project: Road Rehabilitation

Sheet No. 1 of 1

Location: New Liskeard, Ontario

601394 E, 5263587 N

Date Drilled: May 12, 2025

Auger Sample

Combustible Vapour Reading

Drill Type: CME 55 Truck Mounted Rig

SPT (N) Value

Natural Moisture

Datum: Geodetic (Handheld GPS)

Dynamic Cone Test

Plastic and Liquid Limit

Geodetic (Handheld GPS)

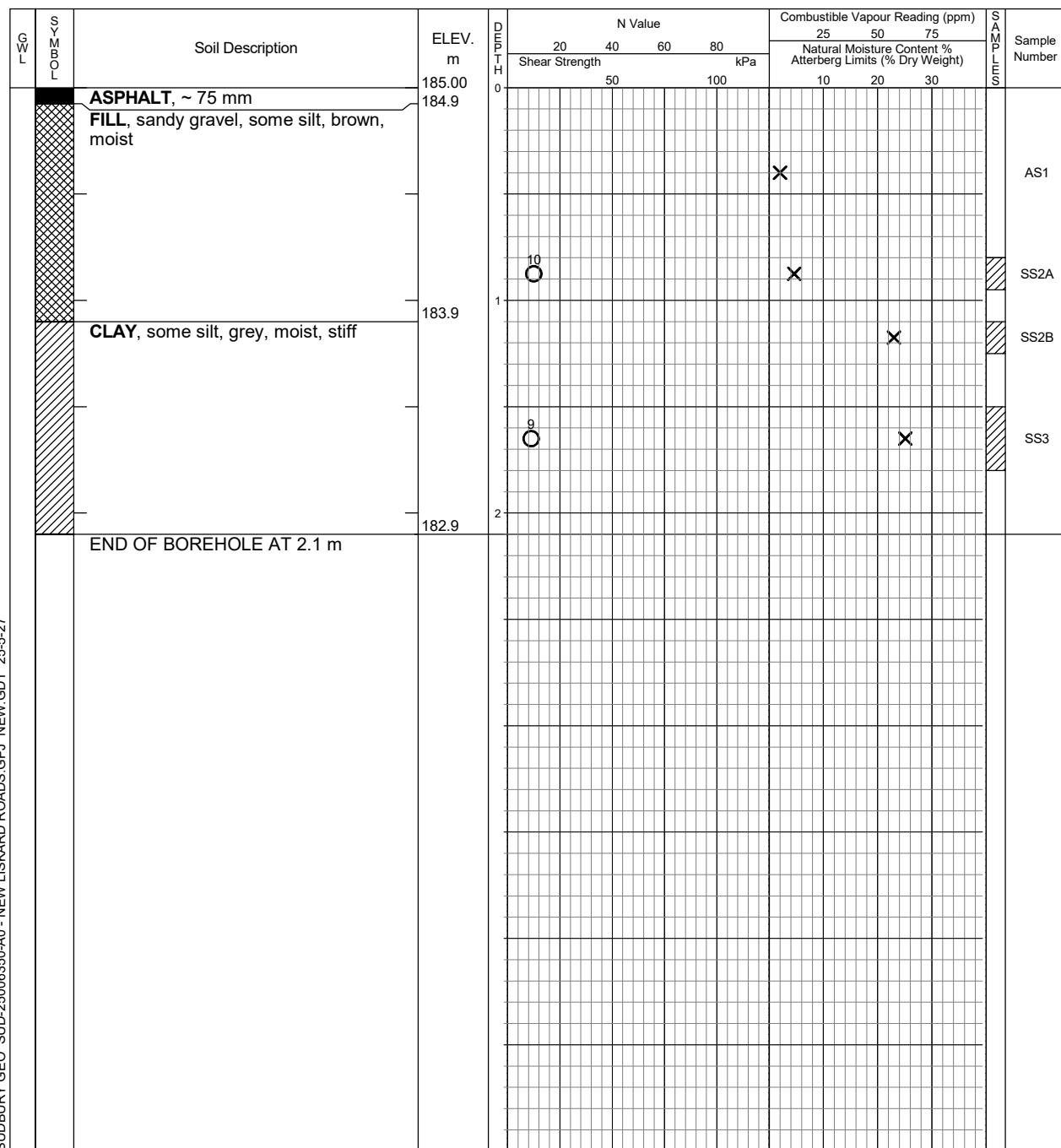
Shelby Tube

Undrained Triaxial at % Strain at Failure

Geodetic (Handheld GPS)

Field Vane Test

Penetrometer



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Borehole data requires interpretation assistance from EXP before use by others.

See Figures B-1A and B-1B for Notes on Sample Description

Time	Water Level (m)	Depth to Cave (m)
Upon Completion	Dry	No cave

Log of Borehole BH-04

Project No. SUD-25006350-A0

Figure No. B-5

Project: Road Rehabilitation

Sheet No. 1 of 1

Location: New Liskeard, Ontario

601392 E, 5263899 N

Date Drilled: May 12, 2025

Auger Sample

Combustible Vapour Reading

Drill Type: CME 55 Truck Mounted Rig

SPT (N) Value

Natural Moisture

Datum: Geodetic (Handheld GPS)

Dynamic Cone Test

Plastic and Liquid Limit

Geodetic (Handheld GPS)

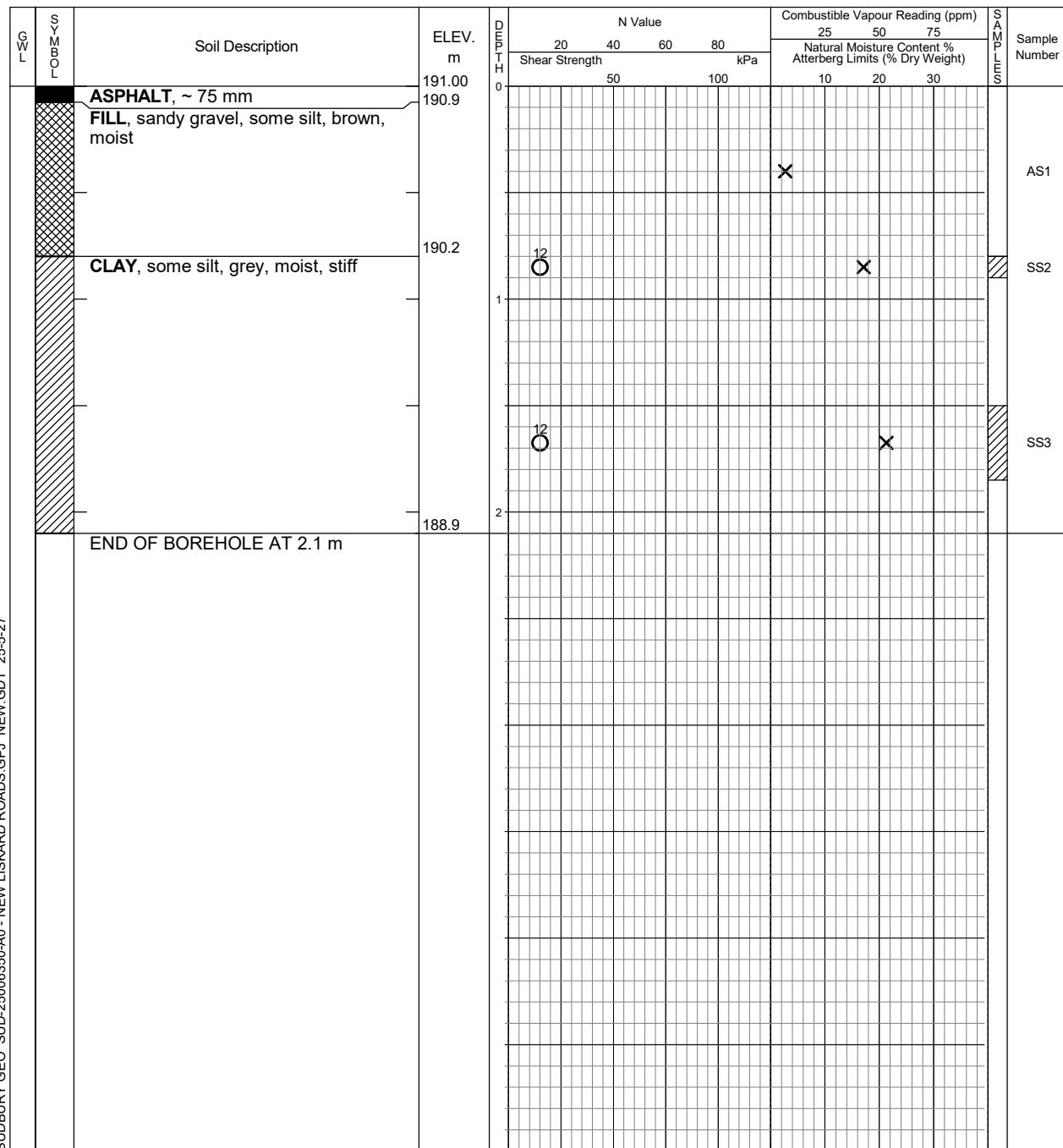
Shelby Tube

Undrained Triaxial at % Strain at Failure

Geodetic (Handheld GPS)

Field Vane Test

Penetrometer



SUDSBURY GEO SUD-25006350-A0 - NEW LISKEARD ROADS GPJ NEW.GDT 25-5-27



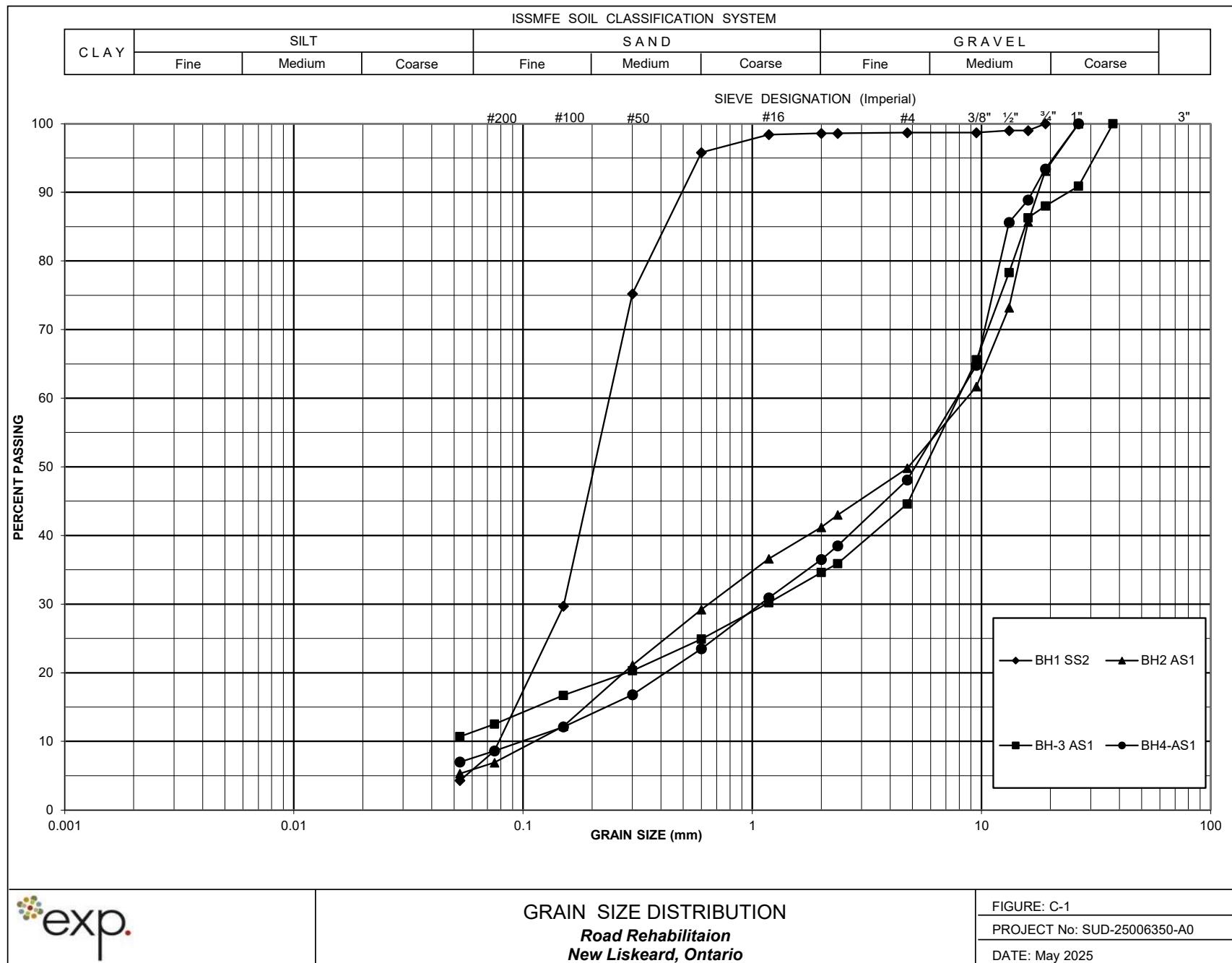
EXP Services Inc.
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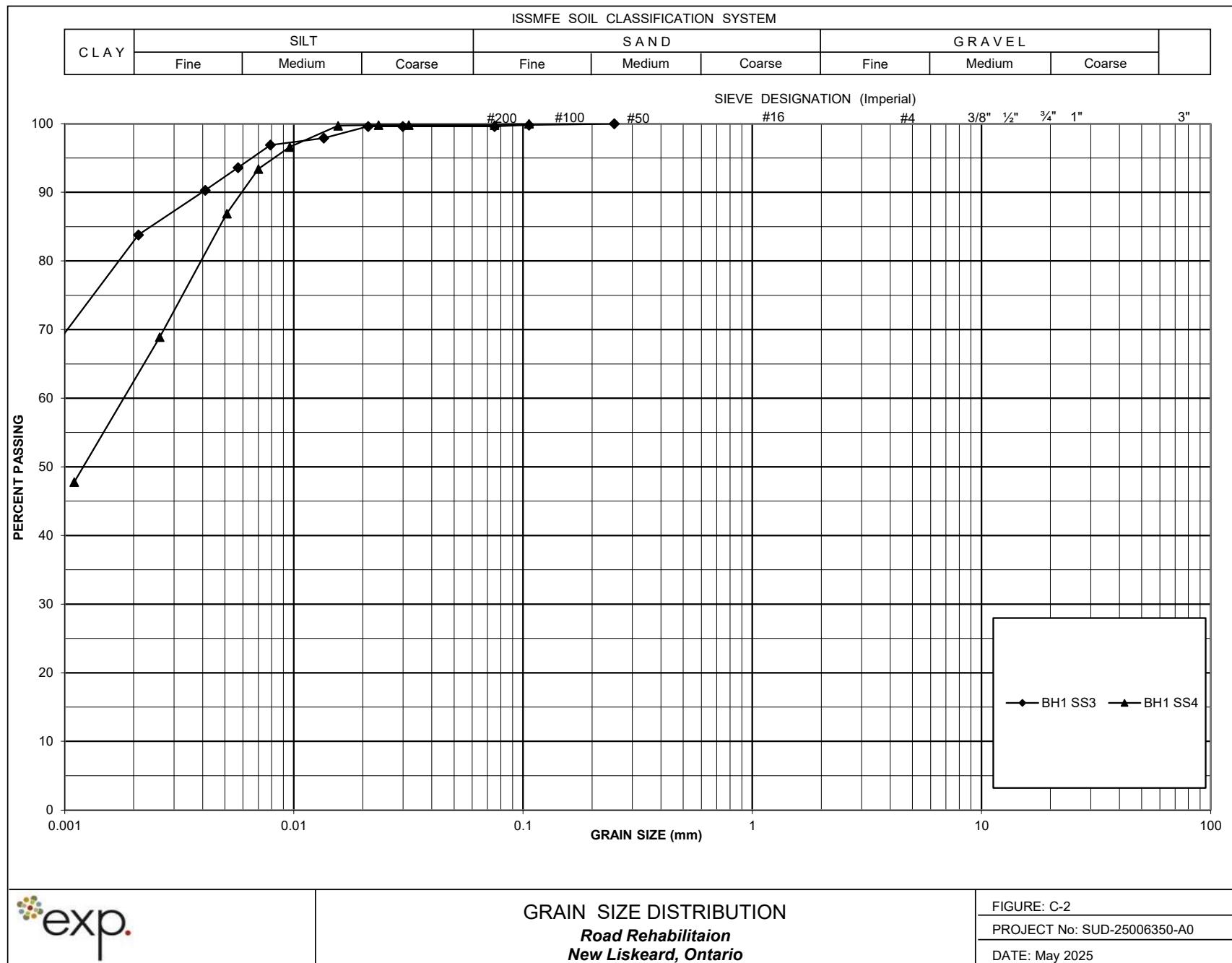
Borehole data requires interpretation assistance from EXP before use by others.

See Figures B-1A and B-1B for Notes on Sample Description

Time	Water Level (m)	Depth to Cave (m)
Upon Completion	Dry	No cave

Appendix C – Geotechnical Laboratory Testing





SECTION G

OPSS GENERAL CONDITIONS



OPSS MUNI GENERAL CONDITIONS OF CONTRACT

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SECTION GC 1.0 - INTERPRETATION

GC 1.01 **Captions**

.01 The captions appearing in these General Conditions have been inserted as a matter of convenience and for ease of reference only and in no way define, limit, or enlarge the scope or meaning of the General Conditions or any provision hereof.

GC 1.02 Abbreviations

.01 The abbreviations on the left below are commonly found in the Contract Documents and represent the organizations and phrases listed on the right:

"AASHTO"	- American Association of State Highway Transportation Officials
"ACI"	- American Concrete Institute
"ANSI"	- American National Standards Institute
"ASTM"	- ASTM International
"AWG"	- American Wire Gauge
"AWWA"	- American Water Works Association
"CCIL"	- Canadian Council of Independent Laboratories
"CGSB"	- Canadian General Standards Board
"CSA"	- CSA Group - formerly Canadian Standards Association
"CWB"	- Canadian Welding Bureau
"GC"	- General Conditions
"ISO"	- International Organization for Standardization
"MECP"	- Ontario Ministry of the Environment, Conservation and Parks
"MTO"	- Ontario Ministry of Transportation
"MUTCD"	- Manual of Uniform Traffic Control Devices, published by MTO
"OHSA"	- Ontario Occupational Health and Safety Act
"OLS"	- Ontario Land Surveyor
"OPS"	- Ontario Provincial Standard
"OPSD"	- Ontario Provincial Standard Drawing
"OPSS"	- Ontario Provincial Standard Specification
"OTM"	- Ontario Traffic Manual
"PEO"	- Professional Engineers Ontario
"SAE"	- SAE International
"SCC"	- Standards Council of Canada
"SSPC"	- The Society for Protective Coatings
"UL"	- Underwriters Laboratories
"ULC"	- Underwriters Laboratories Canada
"WHMIS"	- Workplace Hazardous Materials Information System
"WSIB"	- Workplace Safety & Insurance Board

GC 1.03 Gender and Singular References

.01 References to the masculine or singular throughout the Contract Documents shall be considered to include the feminine and the plural and vice versa, as the context requires.

GC 1.04**Definitions**

.01 For the purposes of the Contract Documents the following definitions shall apply:

Abnormal Weather means an extreme climatic condition characterized by wind speed, air temperature, precipitation, or snow fall depth, that is less than or greater than 1-1/2 standard deviations from the mean determined from the weather records of the 25-year period immediately preceding the tender opening date.

Actual Measurement means the field measurement of that quantity within the approved limits of the Work.

Addenda means any additions or change in the Tender documents issued by the Owner prior to Tender closing.

Additional Work means work not provided for in the Contract Documents and not considered by the Contract Administrator to be essential to the satisfactory completion of the Contract within its intended scope.

Agreement means the agreement between the Owner and the Contractor for the performance of the Work that is included in the Contract Documents.

Base means a layer of Material of specified type and thickness placed immediately below the pavement, driving surface, finished grade, curb and gutter, or sidewalk.

Business Day means any Day except Saturdays, Sundays, and statutory holidays.

Certificate of Subcontract Completion means the certificate issued by the Contract Administrator in accordance with clause GC 8.02.04.02, Certification of Subcontract Completion.

Certificate of Substantial Performance means the certificate issued by the Contract Administrator at Substantial Performance.

Change Directive means any written instruction signed by the Owner, or by the Contract Administrator where so authorized, directing that a Change in the Work or Extra Work be performed.

Change in the Work means the deletion, extension, increase, decrease, or alteration of lines; grades; dimensions; quantities; methods; drawings; substantial changes in geotechnical, subsurface, surface, or other conditions; changes in the character of the Work to be done; or Materials of the Work or part thereof, within the intended scope of the Contract.

Change Order means a written amendment to the Contract signed by the Contractor and the Owner, or the Contract Administrator where so authorized, covering contingencies, a Change in the Work, Extra Work, Additional Work; and establishing the basis for payment and the time allowed for the adjustment of the Contract Time.

Completion means contract completion as set out in the Construction Act.

Completion Certificate means the certificate issued by the Contract Administrator at Completion.

Completion Payment means the payment described more particularly in clause GC 8.02.04.07.

Construction Act means as set out in the Construction Act, R.S.O. 1990, c. C.30, as amended.

Constructor means, for the purposes of, and within the meaning of the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended and amendments thereto, the Contractor who executes the Contract.

Contract means the undertaking by the Owner and the Contractor to perform their respective duties, responsibilities, and obligations as prescribed in the Contract Documents.

Contract Administrator means the person, partnership, or corporation designated by the Owner to be the Owner's representative for the purposes of the Contract.

Contract Documents mean the executed Agreement between the Owner and the Contractor, Tender, General Conditions of Contract, Supplemental General Conditions of Contract, Standard Specifications, Special Provisions, Contract Drawings, Addenda incorporated in a Contract Document before the execution of the Agreement, such other documents as may be listed in the Agreement, and subsequent amendments to the Contract Documents made pursuant to the provisions of the Agreement.

Contract Drawings or Contract Plans mean drawings or plans, any Geotechnical Report, any Subsurface Report, and any other reports and information provided by the Owner for the Work, and without limiting the generality thereof, may include soil profiles, foundation investigation reports, reinforcing steel schedules, aggregate sources list, Quantity Sheets, and cross-sections.

Contract Time means the time stipulated in the Contract Documents for Substantial Performance or Completion of the Work, including any extension of time made pursuant to the Contract Documents.

Contractor means the person, partnership, or corporation undertaking the Work as identified in the Agreement.

Control Monument means any horizontal or vertical (benchmark) monument that is used to lay out the Work.

Controlling Operation means any component of the Work that, if delayed, may delay the completion of the Work.

Cut-Off Date means the date up to which payment shall be made for Work performed.

Daily Work Records mean daily Records detailing the number and categories of workers and hours worked or on standby, types and quantities of Equipment and number of hours in use or on standby, and description and quantities of Material utilized.

Day means a calendar day.

Drawings or Plans mean any Contract Drawings or Contract Plans, or any Working Drawings or Working Plans, or any reproductions of drawings or plans pertaining to the Work.

End Result Specification means specifications that require the Contractor to be responsible for supplying a product or part of the Work. The Owner accepts or rejects the final product or applies a price adjustment that is commensurate with the degree of compliance with the specification.

Engineer means a professional engineer licenced by the Professional Engineers of Ontario to practice in the Province of Ontario.

Equipment means all machinery and equipment used for preparing, fabricating, conveying or erecting the Work and normally referred to as construction machinery and equipment.

Estimate means a calculation of the quantity or cost of the Work or part of it depending on the context.

Extra Work means work not provided for in the Contract as awarded but considered by the Contract Administrator to be essential to the satisfactory completion of the Contract within its intended scope, including unanticipated Work required to comply with legislation and regulations that affect the Work.

Final Acceptance means the date on which the Contract Administrator determines that the Work has passed all inspection and testing requirements and the Contract Administrator is satisfied that the Contractor has rectified all imperfect Work and has discharged all of the Contractor's obligations under the Contract Documents.

Final Acceptance Certificate means the certificate issued by the Contract Administrator at Final Acceptance of the Work.

Final Detailed Statement means a complete evaluation prepared by the Contract Administrator showing the quantities, unit prices, and final dollar amounts of all items of Work completed under the Contract, including variations in tender items and Extra Work, all as set out in the same general form as the monthly Estimates.

Geotechnical Report means a report or other information identifying soil, rock, and ground water conditions in the area of any proposed Work.

Grade means the required elevation of that part of the Work.

Hand Tools means tools that are commonly called tools or implements of the trade and include small power tools.

Highway means a common and public highway any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

Inclement Weather means weather conditions or conditions resulting directly from weather conditions that prevent the Contractor from proceeding with a Controlling Operation.

Lot means a specific quantity of Material or a specific amount of construction normally from a single source and produced by the same process.

Lump Sum Item means a tender item indicating a portion of the Work for which payment will be made at a single tendered price. Payment is not based on a measured quantity, although a quantity may be given in the Contract Documents.

Major Item means any tender item that has a value, calculated based on its actual or estimated tender quantity, whichever is the larger, multiplied by its tender unit price, which is equal to or greater than the lesser of,

- a) \$100,000, or
- b) 5% of the total tender value calculated based on the total of all the estimated tender quantities and the tender unit prices.

Material means Material, machinery, equipment and fixtures forming part of the Work.

Monument means either a Property Monument or a Control Monument.

Owner means the party to the Contract for whom the Work is being performed, as identified in the Agreement, and includes, with the same meaning and import, "Authority."

Pavement means a wearing course or courses placed on the Roadway and consisting of asphaltic concrete, hydraulic cement concrete, Portland cement concrete, or plant or road mixed mulch.

Performance Bond means the type of security furnished to the Owner to guarantee completion of the Work in accordance with the Contract and to the extent provided in the bond.

Plan Quantity means that quantity as computed from within the boundary lines of the Work as shown in the Contract Documents.

Project means the construction of the Work as contemplated by this Contract.

Proper Invoice has the meaning as set out in the Construction Act.

Property Monument means any property bar, concrete pillar, rock post, cut cross or other object that marks the boundary between real property ownership.

Quality Assurance (QA) means a system or series of activities carried out by the Owner to ensure that Work meets the specified requirements.

Quality Control (QC) means a system or series of activities carried out by the Contractor, Subcontractor, supplier, and manufacturer to ensure that Work meets the specified requirements.

Quantity Sheet means a list of the quantities of Work to be done.

Quarried Rock means Material removed from an open excavation made in a solid mass of rock that, prior to removal, was integral with the parent mass.

Quarry means a place where aggregate has been or is being removed from an open excavation made in a solid mass of igneous, sedimentary, or metamorphic rock or any combination of these that, prior to removal, was integral with the parent areas.

Rate of Interest means the prejudgment interest rate determined under subsection 127(2) of the *Courts of Justice Act* or, if the contract or subcontract specifies a different interest rate for the purpose, the greater of the prejudgment interest rate and the interest rate specified in the contract or subcontract.

Records mean any books, payrolls, accounts, or other information that relate to the Work or any Change in the Work, Extra Work, Additional Work or claims arising therefrom.

Roadway means that part of the Highway designed or intended for use by vehicular traffic and includes the Shoulders.

Shoulder means that portion of the Roadway between the edge of the travelled portion of the wearing surface and the top inside edge of the ditch or fill slope.

Special Provisions mean directions containing requirements specific to the Work.

Standard Drawing or Standard Specification means a standard practice required and stipulated by the Owner for performance of the Work.

Statutory Holdback means the holdbacks required under the Construction Act.

Subbase means a layer of Material of specified type and thickness between the Subgrade and the Base.

Subcontractor means a person, partnership or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor.

Subgrade means the earth or rock surface, whether in cut or fill, as prepared to support the pavement structure, consisting of Base, Subbase, and Pavement.

Substantial Performance has the meaning as set out in the Construction Act, R.S.O. 1990, c. C.30, as amended.

Subsurface Report means a report or other information identifying the location of Utilities, concealed and adjacent structures, and physical obstructions that fall within the influence of the Work.

Superintendent means the Contractor's authorized representative in charge of the Work and who shall be a "competent person" within the meaning of the definition contained in the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, as amended.

Surety means the person, partnership or corporation, other than the Contractor, licensed in Ontario to transact business under the Insurance Act, R.S.O. 1990, c.I.8, as amended, executing a bond provided by the Contractor.

Tender means an offer in writing from the Contractor, submitted in the format prescribed by the Owner, to complete the Work.

Time and Material means costs calculated according to clause GC 8.02.05, Payment on a Time and Material Basis.

Utility means an aboveground or underground facility maintained by a municipality, public utility authority or regulated authority and includes services such as sanitary sewer, storm sewer, water, electric, gas, oil, steam, data transmission, telephone, and cable television.

Warranty Period means the applicable time period according to clause GC 7.16.02, Warranty.

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

Working Area means all the lands and easements owned or acquired by the Owner for the construction of the Work.

Working Day means any Day,

- a) except Saturdays, Sundays and statutory holidays;
- b) except a Day as determined by the Contract Administrator, on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, from proceeding with a Controlling Operation. For the purposes of this definition, this shall be a Day during which the Contractor cannot proceed with at least 60% of the normal labour and Equipment force effectively engaged on the Controlling Operation for at least 5 hours;
- c) except a Day on which the Contractor is prevented from proceeding with a Controlling Operation, as determined by the Contract Administrator by reason of,
 - i. any breach of the Contract by the Owner or if such prevention is due to the Owner, another contractor hired by the Owner, or an employee of any one of them, or by anyone else acting on behalf of the Owner.
 - ii. non-delivery of Owner supplied Materials.
 - iii. any cause beyond the reasonable control of the Contractor that can be substantiated by the Contractor to the satisfaction of the Contract Administrator.

Working Drawings or Working Plans means any Drawings or Plans prepared by the Contractor for the execution of the Work and may, without limiting the generality thereof, include formwork, falsework, and shoring plans; Roadway protection plans; shop drawings; shop plans; or erection diagrams.

GC 1.05**Ontario Traffic Manual**

.01 All references in the Contract Documents to the MUTCD, including all Parts and Divisions thereof, or MTO Traffic Control Manual for Roadway Work Operations, or Traffic Control Manual for Roadway Operations Field Edition are hereby deleted and replaced by all currently available books which make up the Ontario Traffic Manual.

GC 1.06**Final Acceptance**

.01 For the purposes of determining whether Final Acceptance has occurred, the Contract Administrator shall not take into account, in determining the discharge of the Contractor's obligations, any warranty obligation of the Contractor to the extent that the warranty extends beyond 12 months after Substantial Performance.

GC 1.07**Interpretation of Certain Words**

.01 The words "acceptable," "approval," "authorized," "considered necessary," "directed," "required," "satisfactory," or words of like import, shall mean approval of, directed, required, considered necessary, or authorized by and acceptable or satisfactory to the Contract Administrator, unless the context clearly indicates otherwise.

SECTION GC 2.0 - CONTRACT DOCUMENTS

GC 2.01 Reliance on Contract Documents

.01 The Owner warrants that the information furnished in the Contract Documents can be relied upon with the following limitations or exceptions:

- a) Based on available information at the time of the contract, the location of all mainline underground Utilities that may affect the Work shall be shown to a tolerance of:
 - i. 1 m horizontal, and
 - ii. 0.3 m vertical

.02 The Owner does not warrant or make any representation with respect to:

- a) interpretations of data or opinions expressed in any Subsurface Report available for the perusal of the Contractor, that are not included as part of the Contract Documents, and
- b) other information specifically excluded from this warranty.

GC 2.02 Order of Precedence

.01 In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

- a) Agreement
- b) Addenda
- c) Special Provisions
- d) Contract Drawings
- e) Standard Specifications
- f) Standard Drawings
- g) Tender
- h) Supplemental General Conditions
- i) OPSS.MUNI 100 General Conditions of Contract
- j) Working Drawings

Later dates shall govern within each of the above categories of documents.

.02 In the event of any conflict among or inconsistency in the information shown on Drawings, the following rules shall apply:

- a) Dimensions shown in figures on a Drawing shall govern where they differ from dimensions scaled from the same Drawing;
- b) Drawings of larger scale shall govern over those of smaller scale;
- c) Detailed Drawings shall govern over general Drawings; and

- d) Drawings of a later date shall govern over those of an earlier date in the same series.
- .03 In the event of any inconsistency or conflict in the contents of Standard Specifications the following descending order of precedence shall govern:
 - a) Owner's Standard Specifications
 - b) Ontario Provincial Standard Specifications
 - c) Other standards referenced in OPSSs and OPSDs (e.g., CSA, CGSB, ASTM, and ANSI).
- .04 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

SECTION GC 3.0 - ADMINISTRATION OF THE CONTRACT

GC 3.01

Contract Administrator's Authority

- .01 The Contract Administrator shall be the Owner's representative during construction and until the issuance of the Completion Certificate or the issuance of the Final Acceptance Certificate, whichever is later. All instructions to the Contractor, including instructions from the Owner, shall be issued by the Contract Administrator. The Contract Administrator shall have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- .02 All claims, disputes and other matters in question relating to the performance and the quality of the Work or the interpretation of the Contract Documents shall be referred to the Contract Administrator in writing by the Contractor.
- .03 The Contract Administrator may inspect the Work for its conformity with the Contract Documents, and to record the necessary data to establish payment quantities under the schedule of tender quantities and unit prices or to assess the value of the Work completed in the case of a lump sum price Contract.
- .04 The Contract Administrator shall provide an estimate of the amounts owing to the Contractor under the Contract as provided for in section GC 8.0, Measurement and Payment.
- .05 The Contract Administrator, to not cause delay in the schedule, shall, with reasonable promptness, review and take appropriate action upon the Contractor's submissions such as shop drawings, product data, and samples in accordance with the Contract Documents .
- .06 The Contract Administrator shall investigate all allegations of a Change in the Work made by the Contractor and issue appropriate instructions.
- .07 The Contract Administrator shall prepare Change Directives and Change Orders for the Owner's approval.
- .08 Upon written application by the Contractor, the Contract Administrator and the Contractor shall jointly conduct an inspection of the Work to establish the date of Substantial Performance of the Work or the date of Completion of the Work or both.
- .09 The Contract Administrator shall be, in the first instance, the interpreter of the Contract Documents and the judge of the performance thereunder by both parties to the Contract. Interpretations and decisions of the Contract Administrator shall be consistent with the intent of the Contract Documents and, in making these decisions, the Contract Administrator shall not show partiality to either party.
- .10 The Contract Administrator shall have the authority to reject any part of the Work or Material that does not conform to the Contract Documents.
- .11 In the event that the Contract Administrator determines that any part of the Work performed by the Contractor is defective, whether the result of poor workmanship the use of defective Material or damage through carelessness or other act or omission of the Contractor and whether or not incorporated in the Work or otherwise fails to conform to the Contract Documents, then the Contractor shall if directed by the Contract Administrator promptly, as directed by the Contract Administrator, remove the Work and replace, make good, or re-execute the Work at no additional cost to the Owner.
- .12 Any part of the Work destroyed or damaged by such removals, replacements, or re-executions shall be made good, promptly, at no additional cost to the Owner.

- .13 If, in the opinion of the Contract Administrator it is not expedient to correct defective Work or Work not performed in accordance with the Contract Documents, the Owner may deduct from monies otherwise due to the Contractor the difference in value between the Work as performed and that called for by the Contract Documents amount that will be determined in the first instance by the Contract Administrator.
- .14 Notwithstanding any inspections made by the Contract Administrator or the issuance of any certificates or the making of any payment by the Owner, the failure of the Contract Administrator to reject any defective Work or Material shall not constitute acceptance of defective Work or Material.
- .15 The Contract Administrator shall have the authority to temporarily suspend the Work for such reasonable time as may be necessary:
 - a) to facilitate the checking of any portion of the Contractor's construction layout;
 - b) to facilitate the inspection of any portion of the Work; or
 - c) for the Contractor to remedy its non-compliance with any provisions of the Contract Documents.

The Contractor shall not be entitled to any compensation for suspension of the Work in these circumstances.
- .16 The Owner has the right to terminate the Contract for wilful or persistent violation by the Contractor or its workers of any applicable laws or bylaws, including but not limited to, the Occupational Health and Safety Act legislation and regulations, Workplace Safety and Insurance Board Act, and Regulation 347 of the Environmental Protection Act.

GC 3.02 Working Drawings

- .01 The Contractor shall arrange for the preparation of clearly identified and dated Working Drawings as called for by the Contract Documents.
- .02 The Contractor, to not cause delay in the Work, shall submit Working Drawings to the Contract Administrator with reasonable promptness and in orderly sequence . If either the Contractor or the Contract Administrator so requests, they shall jointly prepare a schedule fixing the dates for submission and return of Working Drawings. Working Drawings shall be submitted in printed form. At the time of submission, the Contractor shall notify the Contract Administrator in writing of any deviations from the Contract Documents that exist in the Working Drawings.
- .03 The Contract Administrator shall review and return Working Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.
- .04 The Contract Administrator's review shall be to check for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the Working Drawings or of responsibility for meeting all requirements of the Contract Documents, unless a deviation on the Working Drawings has been approved in writing by the Contract Administrator

- .05 The Contractor shall make any changes in Working Drawings that the Contract Administrator may require to make the Working Drawings consistent with the Contract Documents and resubmit, unless otherwise directed by the Contract Administrator. When resubmitting, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.
- .06 Work related to the Working Drawings shall not proceed until the Working Drawings have been signed and dated by the Contract Administrator.
- .07 The Contractor shall keep one set of the reviewed Working Drawings, marked as above, at the site at all times.

GC 3.03 Right of the Contract Administrator to Modify Methods and Equipment

- .01 The Contractor shall, when requested in writing, make alterations in the method, Equipment, or work force at any time the Contract Administrator considers the Contractor's actions to be unsafe, or damaging to either the Work or existing facilities or the environment.
- .02 The Contractor shall, when requested in writing, alter the sequence of its operations on the Contract so as to avoid interference with work being performed by others.
- .03 Notwithstanding the foregoing, the Contractor shall ensure that all necessary safety precautions and protection are maintained throughout the Work.

GC 3.04 Emergency Situations

- .01 The Contract Administrator has the right to determine the existence of an emergency situation and, when such an emergency situation is deemed to exist, the Contract Administrator may instruct the Contractor to take action to remedy the situation. If the Contractor does not take timely action or, if the Contractor is not available, the Contract Administrator may direct others to remedy the situation.
- .02 If the emergency situation was the fault of the Contractor, the remedial Work shall be done at the Contractor's expense. If the emergency situation was not the fault of the Contractor, the Owner shall pay for the remedial Work.

GC 3.05 Layout Information

- .01 The Contract Administrator shall provide background information, including without limitation, baseline and benchmark information, to facilitate the general location, alignment, elevation and layout of the Work.
- .02 The Contract Administrator shall provide pre and post construction inventories of all Monuments, etc. that are located within the Working Area.
- .03 The Owner shall be responsible only for the correctness of the layout information provided by the Contract Administrator.

GC 3.06 Extension of Contract Time

- .01 An application for an extension of Contract Time shall be made in writing by the Contractor to the Contract Administrator as soon as the need for such extension becomes evident and at least 15 Days prior to the expiration of the Contract Time. The application for an extension of Contract Time shall enumerate the reasons and state the length of extension required.

.02 Circumstances suitable for consideration of an extension of Contract Time include the following:

- a) Delays, subsection GC 3.07.
- b) Changes in the Work, clause GC 3.10.01.
- c) Extra Work, clause GC 3.10.02.
- d) Additional Work, clause GC 3.10.03.

.03 The Contract Administrator shall, in reviewing an application for an extension to the Contract Time, consider whether the delays, Changes in the Work, Extra Work, or Additional Work involve a Controlling Operation.

.04 The Contract Time shall be extended for such additional time as may be recommended by the Contract Administrator and deemed fair and reasonable by the Owner.

.05 The terms and conditions of the Contract shall continue for such extension of Contract Time.

GC 3.07 Delays

.01 If the Contractor is delayed in the performance of the Work by,

- a) war, blockades, and civil commotions;
- b) errors in the Contract Documents;
- c) an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents;
- d) a stop work order issued by a court or public authority, provided that such order was not issued as the result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly;
- e) the Contract Administrator giving notice under section GC 7.0, Suspension of Work;
- f) Abnormal Weather; or
- g) archaeological finds, in accordance with subsection GC 3.15, Archaeological Finds,

then the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay, provided that in the case of an application for an extension of Contract Time due to Abnormal Weather, the Contractor shall, with the Contractor's application, submit evidence from Environment Canada in support of such application. Extension of Contract Time may be granted in accordance with subsection GC 3.06, Extension of Contract Time.

.02 If the Work is delayed by labour disputes, strikes or lock-outs, including lock-outs decreed or recommended to its members by a recognized contractor's association, of which the Contractor is a member or to which the Contractor is otherwise bound, which are beyond the Contractor's control, then the Contract Time shall be extended in accordance with subsection GC 3.06, Extension of Contract Time.

.03 In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions by the Owner.

.04 The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and Owner. The Contractor shall execute the Work and may pursue resolution of the dispute in accordance with subsection GC 3.13, Claims, Negotiations, Mediations.

GC 3.08 Assignment of Contract

.01 The Contractor shall not assign the Contract, either in whole or in part, without the prior written consent of the Owner.

GC 3.09 Subcontracting by the Contractor

.01 Subject to clause GC 3.09.03, Subcontracting by the Contractor, the Contractor may subcontract any part of the Work, in accordance with the Contract Documents and any limitations specified therein.

.02 The Contractor shall notify the Contract Administrator in writing in 10 Days prior to the start of construction of the intention to subcontract. Such notification shall identify the part of the Work, and the Subcontractor with whom it is intended.

.03 The Contract Administrator shall, within 5 Days of receipt of such notification, accept or reject the intended Subcontractor. The rejection shall be in writing and shall include the reasons for the rejection.

.04 The Contractor shall not, without the written consent of the Owner, change a Subcontractor who has been engaged in accordance with this subsection.

.05 The Contractor shall preserve and protect the rights of the Owner under the Contract Documents with respect to that part of the Work to be performed under subcontract and shall,

- enter into agreements with the intended Subcontractors to require them to perform their Work in accordance with the Contract Documents; and
- be as fully responsible to the Owner for acts and omissions of the Contractor's Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

.06 The Owner's consent to subcontracting by the Contractor shall not be construed to relieve the Contractor from any obligation under the Contract and shall not impose any liability upon the Owner. Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Owner.

GC 3.10 Changes

GC 3.10.01 Changes in the Work

.01 The Owner, or the Contract Administrator where so authorized, may, by order in writing, make a Change in the Work without invalidating the Contract. The Contractor shall not be required to proceed with a Change in the Work until in receipt of a Change Order or Change Directive. Upon the receipt of such Change Order or Change Directive the Contractor shall proceed with the Change in the Work.

.02 The Contractor may apply for an extension of Contract Time according to the terms of clause GC 3.06, Extension of Contract Time.

.03 If the Change in the Work relates solely to quantities, payment for that part of the Work shall be made according to the conditions specified in clause GC 8.01.02, Variations in Tender Quantities. If the Change in the Work does not solely relate to quantities, then either the Owner or the Contractor may initiate negotiations upwards or downwards for the adjustment of the Contract price in respect of the Change in the Work pursuant to subsection GC 3.13, Claims, Negotiations, Mediation or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

GC 3.10.02 Extra Work

- .01 The Owner, or Contract Administrator where so authorized, may instruct the Contractor to perform Extra Work without invalidating the Contract. The Contractor shall not be required to proceed with the Extra Work until in receipt of a Change Order or Change Directive. Upon receipt of such Change Order or Change Directive the Contractor shall proceed with the Extra Work.
- .02 The Contractor may apply for an extension of Contract Time according to the terms of clause GC 3.06, Extension of Contract Time.
- .03 Either the Owner or Contractor may initiate negotiations upwards or downwards for the payment for the Extra Work pursuant to subsection GC 3.13, Claims, Negotiations, Mediation, or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

GC 3.10.03 Additional Work

- .01 The Owner, or Contract Administrator where so authorized, may request the Contractor to perform Additional Work without invalidating the Contract. If the Contractor agrees to perform Additional Work, the Contractor shall proceed with such Additional Work upon receipt of a Change Order.
- .02 The Contractor may apply for an extension of Contract Time according to the terms of subsection GC 3.06, Extension of Contract Time.
- .03 Payment for the Additional Work may be negotiated pursuant to subsection GC 3.13, Claims, Negotiations, Mediation, or payment may be made according to the conditions contained in clause GC 8.02.05, Payment on a Time and Material Basis.

GC 3.11 Notices

- .01 Any notice permitted or required to be given to the Contract Administrator or the Superintendent in respect of the Work shall be deemed to have been given to and received by the addressee on the date of delivery if delivered by hand, email, or by facsimile transmission and on the fifth Day after the date of mailing, if sent by mail.
- .02 The Contractor and the Owner shall provide each other with the mail and email addresses; cell phone, and telephone numbers for the Contract Administrator and the Superintendent at the commencement of the Work, and update as necessary.
- .03 In the event of an emergency situation or other urgent matter the Contract Administrator or the Superintendent may give a verbal notice, provided that such notice is confirmed in writing within 2 Days.
- .04 Any notice permitted or required to be given to the Owner or the Contractor shall be given in accordance with the notice provision of the Contract.

GC 3.12**Use and Occupancy of the Work Prior to Substantial Performance**

- .01 Where it is not contemplated elsewhere in the Contract Documents, the Owner may use or occupy the Work or any part thereof prior to Substantial Performance, provided that at least 30 Days written notice has been given to the Contractor.
- .02 The use or occupancy of the Work or any part thereof by the Owner prior to Substantial Performance shall not constitute an acceptance of the Work or parts so occupied. In addition, the use or occupancy of the Work shall not relieve the Contractor or the Contractor's Surety from any liability that has arisen, or may arise, from the performance of the Work in accordance with the Contract Documents. The Owner shall be responsible for any damage that occurs because of the Owner's use or occupancy. Such use or occupancy of any part of the Work by the Owner does not waive the Owner's right to charge the Contractor liquidated damages in accordance with the terms of the Contract.

GC 3.13**Claims, Negotiations, Mediation****GC 3.13.01****Continuance of the Work**

- .01 Unless the Contract has been terminated or completed, the Contractor shall in every case, after serving or receiving any notification of a claim or dispute, verbal or written, continue to proceed with the Work with due diligence and expedition. It is understood by the parties that such action shall not jeopardize any claim it may have.

GC 3.13.02**Record Keeping**

- .01 Immediately upon commencing Work that may result in a claim, the Contractor shall keep Daily Work Records during the course of the Work, sufficient to substantiate the Contractor's claim, and the Contract Administrator shall keep Daily Work Records to be used in assessing the Contractor's claim, all in accordance with clause GC 8.02.07, Records.
- .02 The Contractor and the Contract Administrator shall attempt to reconcile their respective Daily Work Records on a daily basis, to simplify review of the claim, when submitted. If the Contractor and the Contract Administrator fail to reconcile their respective Daily Work Records, then the Contractor shall submit its Daily Work Records as part of its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim.
- .03 The keeping of Daily Work Records by the Contract Administrator or the reconciling of such Daily Work Records with those of the Contractor shall not be construed to be acceptance of the claim.

GC 3.13.03**Claims Procedure**

- .01 The Contractor shall give verbal notice of any situation that may lead to a claim for additional payment immediately upon becoming aware of the situation.
- .02 The Contractor shall provide written notice within 7 Days of the commencement of any part of the Work that may be affected by the situation.
- .03 The Contractor shall submit detailed claims as soon as reasonably possible and in any event no later than 30 Days or such time as mutually agreed after completion of the Work affected by the situation. The detailed claim shall:
 - a) identify the item or items in respect of which the claim arises;
 - b) state the grounds, contractual or otherwise, upon which the claim is made; and

- c) include the Records maintained by the Contractor supporting such claim.

.04 Within 30 Days of the receipt of the Contractor's detailed claim, the Contract Administrator may request the Contractor to submit any further and other particulars as the Contract Administrator considers necessary to assess the claim. The Contractor shall submit the requested information within 30 Days of receipt of such request.

.05 Within 90 Days of receipt of the detailed claim, the Contract Administrator shall advise the Contractor, in writing, of the Contract Administrator's opinion regarding the validity of the claim.

GC 3.13.04 Negotiations

- .01 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate these negotiations.
- .02 Should the Contractor disagree with the opinion given in clause GC 3.13.03.05, with respect to any part of the claim, the Contract Administrator shall enter into negotiations with the Contractor to resolve the matters in dispute. Where a negotiated settlement cannot be reached and it is agreed that payment cannot be made on a Time and Material basis in accordance with clause GC 8.02.05, Payment on a Time and Material Basis, the parties shall proceed in accordance with clause GC 3.13.05, Mediation, or subsection GC 3.14, Arbitration.
- .03 Prior to the expiry of 30 Business Days from the date of receipt of the Contractors claim, the Contract Administrator shall provide a written response to the Contractor stating the Contract Administrator's final price for the Change Order and an explanation of the rationale and basis of the Contract Administrator's position which shall be deemed to be the initial site response.

GC 3.13.05 Mediation

- .01 If a claim is not resolved satisfactorily through the negotiation stage noted in clause GC 3.13.04, Negotiations, within a period of 30 Days following the opinion given in clause GC 3.13.03.05, and the Contractor wishes to pursue the issue further, the parties may, upon mutual agreement, utilize the services of an independent third-party mediator.
- .02 The mediator shall be mutually agreed upon by the Owner and Contractor.
- .03 The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the parties together or separately, as necessary, to review all aspects of the issue. In a final attempt to assist the parties in resolving the issue themselves prior to proceeding to arbitration the mediator shall provide, without prejudice, a non-binding recommendation for settlement.
- .04 The review by the mediator shall be completed within 90 Days following the opinion given in clause GC 3.13.03.05.
- .05 Each party is responsible for its own costs related to the use of the mediation process. The cost of the third-party mediator shall be equally shared by the Owner and Contractor.

GC 3.13.06 Payment

.01 Payment of the claim shall be made no later than 28 Days after the date of resolution of the claim or dispute. Such payment shall be made according to the terms of section GC 8.0, Measurement and Payment.

GC 3.13.07**Rights of Both Parties**

- .01 It is agreed that no action taken under subsection GC 3.13, Claims, Negotiations, Mediation, by either party shall be construed as a renunciation or waiver of any of the rights or recourse available to the parties, provided that the requirements set out in this subsection are fulfilled.
- .02 It is further agreed that the parties may at any time resort to the adjudication procedure contained in the Construction Act.

GC 3.14**Arbitration****GC 3.14.01****Conditions of Arbitration**

- .01 If a claim is not resolved satisfactorily through the negotiation stage noted in clause GC 3.13.04, Negotiations, or the mediation stage noted in clause GC 3.13.05, Mediation, either party may invoke the provisions of subsection GC 3.14, Arbitration, by giving written notice to the other party.
- .02 Notification that arbitration shall be implemented to resolve the issue shall be communicated in writing as soon as possible and no later than 60 Days following the opinion given in clause GC 3.13.03.05. Where the use of a third-party mediator was implemented, notification shall be within 120 Days of the opinion given in clause GC 3.13.03.05.
- .03 The parties shall be bound by the decision of the arbitrator.
- .04 The rules and procedures of the Arbitration Act, 1991, S.O. 1991, c.17, as amended, shall apply to any arbitration conducted hereunder except to the extent that they are modified by the express provisions of subsection GC 3.14, Arbitration.

GC 3.14.02**Arbitration Procedure**

- .01 The following provisions are to be included in the agreement to arbitrate and are subject only to such right of appeal as exist where the arbitrator has exceeded his or her jurisdiction or have otherwise disqualified him or herself:
 - a) All existing actions in respect of the matters under arbitration shall be stayed pending arbitration;
 - b) All outstanding claims and matters to be settled are to be set out in a schedule to the agreement. Only such claims and matters as are in the schedule shall be arbitrated; and
 - c) Before proceeding with the arbitration, the Contractor shall confirm that all matters in dispute are set out in the schedule.

GC 3.14.03**Appointment of Arbitrator**

- .01 The arbitrator shall be mutually agreed upon by the Owner and Contractor to adjudicate the dispute.
- .02 Where the Owner and Contractor cannot agree on a sole arbitrator within 30 Days of the notification of arbitration noted in clause GC 3.14.01.02, the Owner and the Contractor shall each choose an appointee within 37 Days of the notice of arbitration.
- .03 The appointees shall mutually agree upon an arbitrator to adjudicate the dispute within 15 Days after the last appointee was chosen or they shall refer the matter to the ADR Institute of Ontario (ADARIO), which may select an arbitrator to adjudicate the dispute within 7 Days of being requested to do so.
- .04 The arbitrator shall not be interested financially in the Contract nor in either party's business and shall not be employed by either party.

- .05 The arbitrator may appoint independent experts and any other persons to assist him or her.
- .06 The arbitrator is not bound by the rules of evidence that govern the trial of cases in court but may hear and consider any evidence that the arbitrator considers relevant.
- .07 The hearing shall commence within 90 Days of the appointment of the arbitrator.

GC 3.14.04 Costs

- .01 The arbitrator's fee shall be equally shared by the Owner and the Contractor.
- .02 The fees of any independent experts and any other persons appointed to assist the arbitrator shall be shared equally by the Owner and the Contractor.
- .03 The arbitration hearing shall be held in a place mutually agreed upon by both parties or in the event the parties do not agree, a site shall be chosen by the arbitrator. The cost of obtaining appropriate facilities shall be shared equally by the Owner and the Contractor.
- .04 The arbitrator may, in his or her discretion, award reasonable costs, related to the arbitration.

GC 3.14.05 The Decision

- .01 The reasoned decision shall be made in writing within 90 Days of the conclusion of the hearing. An extension of time to make a decision may be granted with consent of both parties. Payment shall be made in accordance with clause GC 3.13.06, Payment.

GC 3.15 Archaeological Finds

- .01 If the Contractor's operations expose any items that may indicate an archaeological find, such as but not limited to building remains, hardware, accumulations of bones, pottery, or arrowheads, the Contractor shall immediately notify the Contract Administrator and suspend operations within the area identified by the Contract Administrator. Notification may be verbal provided that such notice is confirmed in writing within 2 Days. Work shall remain suspended within that area until otherwise directed by the Contract Administrator in writing, in accordance with subsection GC 7.09, Suspension of Work.
- .02 Any delay in the completion of the Contract that is caused by such a suspension of Work shall be considered to be beyond the Contractor's control in accordance with clause GC 3.07.01.
- .03 Any Work directed or authorized in connection with an archaeological find shall be considered as Extra Work in accordance with clause GC 3.10.02, Extra Work.
- .04 The Contractor shall take all reasonable action to minimize additional costs that may accrue as a result of any work stoppage.

SECTION GC 4.0 - OWNER'S RESPONSIBILITIES AND RIGHTS

GC 4.01 Working Area

.01 The Owner shall acquire all property rights that are deemed necessary by the Owner for the construction of the Work, including temporary working easements, and shall indicate the full extent of the Working Area on the Contract Drawings.

GC 4.02 Approvals and Permits

.01 The Owner shall pay for all plumbing and building permits.

.02 The Owner shall obtain and pay for all permits, licences, and certificates solely required for the design of the Work.

GC 4.03 Management and Disposition of Materials

.01 The Owner shall identify in the Contract Documents the Materials to be moved within or removed from the Working Area and any characteristics of those Materials that necessitates special Materials management and disposition.

.02 In accordance with regulations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, the Owner advises that,

- a) the designated substances silica, lead, and arsenic are generally present throughout the Working Area occurring naturally or as a result of vehicle emissions;
- b) the designated substance asbestos may be present in cement products, asphalt, and conduits for Utilities;
- c) the following hazardous materials are ordinarily present in construction activities: limestone, gypsum, marble, mica, and Portland cement; and
- d) exposure to these substances may occur as a result of activities by the Contractor such as sweeping, grinding, crushing, drilling, blasting, cutting, and abrasive blasting.

.03 The Owner shall identify in the Contract Documents any designated substances or hazardous materials other than those identified above and their location in the Working Area.

.04 If the Owner or Contractor discovers or is advised of the presence of designated substances or hazardous Materials that are in addition to those listed in clause GC 4.03.02, or not clearly identified in the Contract Documents according to clause GC 4.03.03, then verbal notice shall be provided to the other party immediately with written confirmation within 2 Days. The Contractor shall stop Work in the area immediately and shall determine the necessary steps required to complete the Work in accordance with applicable legislation and regulations.

.05 The Owner shall be responsible for any reasonable additional costs of removing, managing and disposing of any Material not identified in the Contract Documents, or where conditions exist that could not have been reasonably foreseen at the time of tendering. All work under this paragraph shall be deemed to be Extra Work.

- .06 Prior to commencement of the Work, the Owner shall provide to the Contractor a list of those products controlled under the Workplace Hazardous Materials Information System (WHMIS), that the Owner may supply or use on the Contract, together with copies of the Safety Data Sheets for these products. All containers used in the application of products controlled under WHMIS shall be labelled. The Owner shall notify the Contractor in writing of changes to the list and provide relevant Safety Data Sheets.
- .07 Unless expressly permitted in the Contract Documents, the Contractor shall not bring onto the Work Area any designated substance or hazardous Material per OHSA without the prior written authorization of the Contract Administrator.
- .08 The Contractor shall use all reasonable care to avoid spilling or disturbing any designated substances or hazardous Material per OHSA.

GC 4.04 Construction Affecting Railway Property

- .01 The Owner shall pay the costs of all flagging and other traffic control measures required and provided by the railway company unless such costs are solely a function of the Contractor's chosen method of completing the Work.
- .02 Every precaution shall be taken by the Contractor to protect all railway property at track crossings; or otherwise, on which construction operations are to take place in accordance with the terms of this Contract.
- .03 The Contractor shall be required to conduct the construction operations in such a manner as to avoid a possibility of damaging any railway property in the vicinity of the Works. Every reasonable precaution shall be taken by the Contractor to ensure the safety of the workers, Subcontractors, and Equipment, as well as railway property throughout the duration of the Contract.

GC 4.05 Default by the Contractor

- .01 If the Contractor fails to commence the Work within 14 Days of a formal order to commence Work signed by the Contract Administrator or, upon commencement of the Work, should neglect to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract and, if the Contract Administrator has given a written statement to the Owner and Contractor that sufficient cause exists to justify such action, the Owner may, without prejudice to any other right or remedy the Owner may have, notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the 5 Working Days immediately following the receipt of such notice.
- .02 If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor's insolvency or if a receiver is appointed because of the Contractor's insolvency, the Owner may, without prejudice to any other right or remedy the Owner may have, by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the Contract.

GC 4.06 Contractor's Right to Correct a Default

- .01 The Contractor shall have the right within the 5 Working Days following the receipt of a notice of default to correct the default and provide the Owner with satisfactory proof that appropriate corrective measures have been taken.
- .02 If the Owner determines that the correction of the default cannot be completed within the 5 Working Days following receipt of the notice, the Contractor shall not be in default if the Contractor,
 - a) commences the correction of the default within the 5 Working Days following receipt of the notice;

- b) provides the Owner with a schedule acceptable to the Owner for the progress of such correction; and
- c) completes the correction in accordance with such schedule.

GC 4.07 Owner's Right to Correct Default

.01 If the Contractor fails to correct the default within the time specified in subsection GC 4.06, Contractor's Right to Correct a Default, or subsequently agreed upon, the Owner, without prejudice to any other right or remedy the Owner may have, may correct such default and deduct the cost thereof, as certified by the Contract Administrator, from any payment then or thereafter due to the Contractor.

GC 4.08 Termination of Contractor's Right to Continue the Work

- .01 Where the Contractor fails to correct a default within the time specified in subsection GC 4.06, Contractor's Right to Correct a Default, or subsequently agreed upon, the Owner, without prejudice to any other right or remedy the Owner may have, may terminate the Contractor's right to continue the Work in whole or in part by giving written notice to the Contractor.
- .02 If the Owner terminates the Contractor's right to continue with the Work in whole or in part, the Owner shall be entitled to,
 - a) take possession of the Working Area or that portion of the Working Area devoted to that part of the Work terminated;
 - b) utilize any Material within the Working Area;
 - d) withhold further payments to the Contractor with respect to the Work or the portion of the Work withdrawn from the Contractor until the Work or portion thereof withdrawn is completed;
 - d) charge the Contractor the additional cost over the Contract price of completing the Work or portion thereof withdrawn from the Contractor, as certified by the Contract Administrator and any additional compensation paid to the Contract Administrator for such additional service arising from the correction of the default;
 - e) charge the Contractor a reasonable allowance, as determined by the Contract Administrator, to cover correction to the Work performed by the Contractor that may be required under subsection GC 7.16, Warranty;
 - f) charge the Contractor for any damages the Owner sustained as a result of the default; and
 - g) charge the Contractor the amount by which the cost of corrections to the Work under subsection GC 7.16, Warranty, exceeds the allowance provided for such corrections.

GC 4.09 Final Payment to Contractor

.01 If the Owner's cost to correct and complete the Work in whole or in part is less than the amount withheld from the Contractor under subsection GC 4.08, Termination of Contractor's Right to Continue the Work, the Owner shall pay the balance to the Contractor as soon as the final accounting for the Contract is complete.

GC 4.10**Termination of the Contract**

- .01 Where the Contractor is in default of the Contract the Owner shall, without prejudice to any other right or remedy the Owner may have, terminate the Contract by giving written notice of termination to the Contractor, the Surety, and any trustee or receiver acting on behalf of the Contractor's estate or creditors.
- .02 If the Owner elects to terminate the Contract, the Owner shall provide the Contractor and the trustee or receiver with a complete accounting to the date of termination.

GC 4.11**Continuation of Contractor's Obligations**

- .01 The Contractor's obligation under the Contract as to quality, correction, and warranty of the Work performed prior to the time of termination of the Contract or termination of the Contractor's right to continue with the Work in whole or in part shall continue to be in force after such termination.

GC 4.12**Use of Performance Bond**

- .01 If the Contractor is in default of the Contract and the Contractor has provided a Performance Bond, the provisions of section GC 4.0, Owner's Responsibilities and Rights, shall be exercised in accordance with the conditions of the Performance Bond.

GC 4.13**Payment Adjustment**

- .01 If any situation should occur in the performance of the Work that would result in a Change in the Work, the Owner shall be entitled to an adjustment and those adjustments shall be managed in accordance with clause GC 3.10.01, Changes in the Work.

SECTION GC 5.0 - MATERIAL

GC 5.01 Supply of Material

.01 All Material necessary for the proper completion of the Work, except that listed as being supplied by the Owner, shall be supplied by the Contractor. The Contract price for the appropriate tender items shall be deemed to include full compensation for the supply and delivery of such Material.

GC 5.02 Quality of Material

.01 All Material supplied by the Contractor shall be new, unless otherwise specified in the Contract Documents.

.02 Material supplied by the Contractor shall conform to the requirements of the Contract.

.03 As specified in the Contract Documents or as requested by the Contract Administrator, the Contractor shall make available, for inspection or testing, a sample of any Material to be supplied by the Contractor.

.04 The Contractor shall obtain for the Contract Administrator the right to enter onto the premises of the Material manufacturer or supplier to carry out such inspection, sampling, and testing as specified in the Contract Documents or as requested by the Contract Administrator.

.05 The Contractor shall notify the Contract Administrator of the sources of supply sufficiently in advance of the Material shipping dates to enable the Contract Administrator to perform the required inspection, sampling, and testing.

.06 The Owner shall not be responsible for any delays to the Contractor's operations where the Contractor fails to give sufficient advance notice to the Contract Administrator to enable the Contract Administrator to carry out the required inspection, sampling, and testing before the scheduled shipping date.

.07 The Contractor shall not change the source of supply of any Material without the written authorization of the Contract Administrator.

.08 Material that is not specified shall be of a quality best suited to the purpose required, and the use of such Material shall be subject to the approval of the Contract Administrator.

.09 All Material inspection, sampling, and testing shall be carried out on random basis in accordance with the standard inspection or testing methods required for the Material. Any approval given by the Contract Administrator for the Materials to be used in the Work based upon the random method shall not relieve the Contractor from the responsibility of incorporating Material that conforms to the Contract Documents into the Work or properly performing the Contract and of any liability arising from the failure to properly perform as specified in the Contract Documents.

GC 5.03 Rejected Material

.01 Rejected Material shall be removed from the Working Area expeditiously after the notification to that effect from the Contract Administrator. Where the Contractor fails to comply with such notice, the Contract Administrator may cause the rejected Material to be removed from the Working Area and disposed of, in what the Contract Administrator considers to be the most appropriate manner, and the Contractor shall pay the costs of disposal and the appropriate overhead charges.

GC 5.04**Substitutions**

- .01 Where the Contract Documents require the Contractor to supply a Material designated by a trade or other name, the Tender shall be based only upon supply of the Material so designated, that shall be regarded as the standard of quality required by the Contract Documents. After the acceptance of the Tender, the Contractor may apply to the Contract Administrator to substitute another Material identified by a different trade or other name for the Material designated as aforesaid. The application shall be in writing and shall state the price for the proposed substitute Material designated as aforesaid, and such other information as the Contract Administrator may require.
- .02 Rulings on a proposed substitution shall not be made prior to the acceptance of the Tender. Substitutions shall not be made without the prior approval of the Contract Administrator. The approval or rejection of a proposed substitution shall be at the discretion of the Contract Administrator.
- .03 If the proposed substitution is approved by the Contract Administrator, the Contractor shall be entitled to the first \$1,000 of the aggregate saving in cost by reason of such substitution and to 50% of any additional saving in cost in excess of such \$1,000. Each such approval shall be conveyed to the Contractor in writing or by issuance of a Certificate of Equality on the Owner's standard form of "Certification of Equality" and, if any adjustment to the Contract price is made by reason of such substitution, a Change Order shall be issued as well.

GC 5.05**Owner Supplied Material****GC 5.05.01****Ordering of Excess Material**

- .01 Where Material is supplied by the Owner and where this Material is ordered by the Contractor in excess of the amount specified to complete the Work, such excess Material shall become the property of the Contractor on completion of the Work and shall be charged to the Contractor at cost plus applicable overheads.

GC 5.05.02**Care of Material**

- .01 The Contractor shall, in advance of receipt of shipments of Material supplied by the Owner, provide adequate and proper storage facilities acceptable to the Contract Administrator, and on the receipt of such Material shall promptly place it in storage, except where it is to be incorporated forthwith into the Work.
- .02 The Contractor shall be responsible for acceptance of Material supplied by the Owner, at the specified delivery point and for its safe handling and storage. If such Material is damaged while under the control of the Contractor, it shall be replaced or repaired by the Contractor at no expense to the Owner, and to the satisfaction of the Contract Administrator. If such Material is rejected by the Contract Administrator for reasons that are not the fault of the Contractor, it shall remain in the care and at the risk of the Contractor until its disposition has been determined by the Contract Administrator.
- .03 Where Material supplied by the Owner arrives at the delivery point in a damaged condition or where there are discrepancies between the quantities received and the quantities shown on the bills of lading, the Contractor shall immediately report such damage or discrepancies to the Contract Administrator who shall arrange for an immediate inspection of the shipment and provide the Contractor with a written release from responsibility for such damage or deficiencies. Where damage or deficiencies are not so reported, it shall be assumed that the shipment arrived in good condition and order, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.

- .04 The full amount of Material supplied by the Owner in each shipment shall be accounted for by the Contractor and such Material shall be at the risk of the Contractor after taking delivery. Such Material shall not, except with the written permission of the Contract Administrator, be used by the Contractor for purposes other than the performance of the Work under the Contract.
- .05 Empty reels, crates, containers, and other type of packaging from Material supplied by the Owner shall become the property of the Contractor when they are no longer required for their original purpose and shall be disposed of by the Contractor at the Contractor's expense unless otherwise specified in the Contract Documents.
- .06 Immediately upon receipt of each shipment, the Contractor shall provide the Contract Administrator copies of bills of lading, or such other documentation the Contract Administrator may require to substantiate and reconcile the quantities of Material received.
- .07 Where Material supplied by the Owner is ordered and stockpiled prior to the award of the Contract, the Contractor shall, at no extra cost to the Owner, immediately upon commencement of operations, check the Material, report any damage or deficiencies to the Contract Administrator and take charge of the Material at the stockpile site. Where damage or deficiencies are not so recorded by the Contractor, it shall be assumed that the stockpile was in good condition and order when the Contractor took charge of it, and any damage or deficiencies reported thereafter shall be made good by the Contractor at no extra cost to the Owner.

SECTION GC 6.0 - INSURANCE, PROTECTION AND DAMAGE

GC 6.01

Protection of Work, Persons and Property

- .01 The Contractor, the Contractor's agents, and all workers employed by or under the control of the Contractor, including Subcontractors, shall protect the Work, persons, and property from damage or injury. The Contractor shall be responsible for all losses and damage that may arise as the result of the Contractor's operations under the Contract, unless indicated to the contrary below.
- .02 The Contractor is responsible for the full cost of any necessary temporary protective Work and the restoration of all damage where the Contractor damages the Work or property in the performance of the Contract. If the Contractor is not responsible for the damage that occurs to the Work or property, the Contractor shall restore such damage, and such Work and payment shall be administered according to these General Conditions.
- .03 The Contractor shall immediately inform the Contract Administrator of all damage and injuries that occur during the term of the Contract. The Contractor shall then investigate and report back to the Contract Administrator within 15 Days of occurrence of incident, or as soon as possible. The Contract Administrator may conduct its own investigation and the Contractor shall provide all assistance to the Contract Administrator as may be necessary for that purpose.
- .04 The Contractor shall not be responsible for loss and damage that occurs as a result of,
 - a) war;
 - b) blockades and civil commotions;
 - c) errors in the Contract Documents; or
 - d) acts or omissions of the Owner, the Contract Administrator, their agents and employees, or others not under the control of the Contractor, but within the Working Area with the Owner's permission.
- .05 The Contractor and the Contractor's Surety shall not be released from any term or provision of any responsibility, obligation, or liability under the Contract or waive or impair any of the rights of the Owner, except by a release duly executed by the Owner.

GC 6.02

Indemnification

- .01 The Contractor shall indemnify and hold harmless the Owner and the Contract Administrator, their elected officials, agents, officers, and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits, or proceedings by third parties, hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work, provided such claims are,
 - a) attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property;
 - b) caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable; and
 - c) made in writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the Certificate of Substantial Performance of the Work or, where so specified in the Contract Documents, from the date of certification of Final Acceptance.

- .02 The Contractor shall indemnify and hold harmless the Owner from all and every claim for damages, royalties or fees for the infringement of any patented invention or copyright occasioned by the Contractor in connection with the Work performed or Material furnished by the Contractor under the Contract.
- .03 The Owner expressly waives the right to indemnity for claims other than those stated in clauses GC 6.02.01 and GC 6.02.02.
- .04 The Owner shall indemnify and hold harmless the Contractor, their elected officials, agents, officers, and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract that are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Working Area.
- .05 The Contractor expressly waives the right to indemnity for claims other than those stated in clause GC 6.02.04.

GC 6.03 Contractor's Insurance

GC 6.03.01 General

- .01 Without restricting the generality of subsection GC 6.02, Indemnification, the Contractor shall provide, maintain, and pay for the insurance coverages listed under clauses GC 6.03.02 and GC 6.03.03. Insurance coverage in clauses GC 6.03.04, GC 6.03.05, and GC 6.03.06 shall only apply when so specified in the Contract Documents.
- .02 The Contractor shall provide the Contract Administrator with an original Certificate of Insurance for each type of insurance coverage that is required by the Contract Documents. The Contractor shall ensure that the Contract Administrator is, at all times in receipt of a valid Certificate of Insurance for each type of insurance coverage, in such amounts as specified in the Contract Documents. The Contractor will not be permitted to commence Work until the Contract Administrator is in receipt of such proof of insurance. The Contract Administrator may withhold payments of monies due to the Contractor until the Contractor has provided the Contract Administrator with original valid Certificates of Insurance as required by the provisions of the Contract Documents.

GC 6.03.02 Commercial General Liability Insurance

- .01 Commercial General Liability Insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, with limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. The insurance shall be provided in a form acceptable to the Owner.
- .02 Approval of this insurance shall be conditional upon the Contractor obtaining the services of an insurer licensed to underwrite insurance in the Province of Ontario and obtaining the insurer's certificate of equivalency to the required insurance.
- .03 The Contractor shall submit annually to the Owner, proof of continuation of the completed operations coverage and, if the Contractor fails to do so, the limitation period for claiming indemnity described in clause GC 6.02.01 c), shall not be binding on the Owner.
- .04 Should the Contractor decide not to employ Subcontractors for operations requiring the use of explosives for blasting, pile driving or caisson work, removal or weakening of support of property building or land, the Commercial General Liability Insurance shall include the appropriate endorsements.
- .05 The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, termination, or material change.

.06 "Claims Made" insurance policies shall not be permitted.

GC 6.03.03 **Automobile Liability Insurance**

.01 Automobile liability insurance in respect of licensed vehicles shall have limits of not less than five million dollars inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Owner with not less than 30 Days written notice in advance of any cancellation, termination, or material change.

- a) standard non-owned automobile policy including standard contractual liability endorsement, and
- b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor

GC 6.03.04 Aircraft and Watercraft Liability Insurance

GC 6.03.04.01 Aircraft Liability Insurance

.01 Aircraft liability insurance with respect to owned or non-owned aircraft used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, and limits of not less than five million dollars for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage.

GC 6.03.04.02 Watercraft Liability Insurance

.01 Watercraft liability insurance with respect to owned or non-owned watercraft used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than five million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage.

GC 6.03.05 Property and Boiler Insurance

GC 6.03.05.01 Property Insurance

.01 All risks property insurance shall be in the name of the Contractor, with the Owner and the Contract Administrator named as additional insureds, insuring not less than the sum of the amount of the Contract price and the full value, as may be stated in the Contract Documents, of Material that is specified to be provided by the Owner for incorporation into the Work.

GC 6.03.05.02 Boiler Insurance

.01 Boiler insurance insuring the interests of the Contractor, the Owner and the Contract Administrator for not less than the replacement value of boilers and pressure vessels forming part of the Work, shall be in a form acceptable to the Owner.

GC 6.03.05.03 Use and Occupancy of the Work Prior to Completion

.01 Should the Owner wish to use or occupy part or all of the Work prior to Substantial Performance, the Owner shall give 30 Days written notice to the Contractor of the intended purpose and extent of such use or occupancy. Prior to such use or occupancy, the Contractor shall notify the Owner in writing of

the additional premium cost, if any, to maintain property and boiler insurance, which shall be at the Owner's expense. If because of such use or occupancy the Contractor is unable to provide coverage, the Owner upon written notice from the Contractor and prior to such use or occupancy shall provide, maintain, and pay for property and boiler insurance insuring the full value of the Work, including coverage for such use or occupancy, and shall provide the Contractor with proof of such insurance. The Contractor shall refund to the Owner the unearned premiums applicable to the Contractor's policies upon termination of coverage.

- .02 The policies shall provide that in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of both the Owner and the Contractor for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract, except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Contract Administrator may decide in consultation with the Contractor.

GC 6.03.05.04 Payment for Loss or Damage

- .01 The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract, the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds, and in accordance with the requirements of section GC 8.0, Measurement and Payment. In addition, the Contractor shall be entitled to receive from the payments made by the insurers the amount of the Contractor's interest in the restoration of the Work.
- .02 The Contractor shall be responsible for deductible amounts under the policies, except where such amounts may be excluded from the Contractor's responsibility by the terms of this Contract.
- .03 In the event of a loss or damage to the Work arising from the action or omission of the Owner or others, the Owner shall pay the Contractor the cost of restoring the Work as the restoration of the Work proceeds and in accordance with the requirements of section GC 8.0, Measurement and Payment.

GC 6.03.06 Contractor's Equipment Insurance

- .01 All risks Contractor's Equipment insurance covering construction equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner. The policies shall be endorsed to provide the Owner with not less than 30 Days written notice in advance of cancellation, change, or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of the Contractor's Equipment, the Owner agrees to waive the equipment insurance requirement, and for the purpose of this Contract, the Contractor shall be deemed to be insured. This policy shall be amended to provide permission for the Contractor to grant prior releases with respect to damage to the Contractor's Equipment.

GC 6.03.07 Insurance Requirements and Duration

- .01 Each insurance policy as noted in the Contract Documents shall be in effect from the date of commencement of the Work until 10 Days after the date of Final Acceptance of the Work, as set out in the Final Acceptance Certificate.
- .02 The Contractor shall provide the Owner, on a form acceptable to the Owner, proof of insurance prior to commencement of the Work and signed by the underwriter or the broker.

- .03 The Contractor shall, on request, promptly provide the Owner with a certified true copy of each insurance policy exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. The certified true copy shall include the signature of an officer of the insurer.
- .04 Where a policy is renewed, the Contractor shall provide the Owner, on a form acceptable to the Owner, renewed proof of insurance immediately following completion of renewal.
- .05 Unless specified otherwise, the Contractor shall be responsible for the payment of deductible amounts under the policies.
- .06 If the Contractor fails to provide or maintain insurance as required in subsection GC 6.03, Contractor's Insurance, or elsewhere in the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor. The Owner's cost thereof shall be payable by the Contractor to the Owner on demand.
- .07 If the Contractor fails to pay the cost of the insurance placed by the Owner within 28 Days of the date on which the Owner made a formal demand for reimbursement of such costs, the Owner may deduct the costs thereof from monies which are due or may become due to the Contractor.

GC 6.04 Bonding

- .01 The Contractor shall provide the Owner with the surety bonds in the amount required by the Contract Documents.
- .02 Such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the Province of Ontario and shall be to the satisfaction of the Owner. The bonds shall be maintained in good standing until the Final Acceptance.

GC 6.05 Workplace Safety and Insurance Board

.01 The Contractor shall provide the Contract Administrator with a copy of a Certificate of Clearance indicating the Contractor's good standing with the Workplace Safety and Insurance Board, as follows:

- a) Immediately prior to the Contract Administrator authorizing the Contractor to commence Work.
- b) Prior to issue of the Certificate of Substantial Performance.
- c) Prior to expiration of the Warranty Period.
- d) At any other time when requested by the Contract Administrator.

SECTION GC 7.0 - CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

GC 7.01 General

GC 7.01.01 Site Visit

.01 The Contractor warrants that the site of the Work has been visited during the preparation of the Tender and the character of the Work and all local conditions that may affect the performance of the Work are known.

GC 7.01.02 Commencement of Work

.01 The Contractor shall not commence the Work nor deliver anything to the Working Area until the Contractor has received a written order to commence the work from the Contract Administrator.

GC 7.01.03 Control and Responsibility

.01 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents. The Contractor shall be responsible for construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the Work.

.02 The Contractor shall provide adequate labour, Equipment, and Material to ensure the completion of the Contract in accordance with the Contract Documents. The Work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit.

.03 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use.

.04 Notwithstanding clause GC 7.01.03, where the Contract Documents include designs for temporary structures and other temporary facilities or specify a method of construction in whole or part, such facilities and methods shall be considered to be part of the design of the Work, and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that the Contractor is responsible for the execution of the Work.

.05 The Contractor shall comply with and conform to all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives and policies of the municipal, provincial and federal governments and any other lawful authority and all court orders, judgments and declarations of a court of competent jurisdiction (collectively referred to as the "Laws"), applicable to the Work to be provided by, and the undertakings and obligations of, the Contractor under this Contract.

GC 7.01.04 Compliance with the Occupational Health and Safety Act

.01 The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, (the "Act") and Ontario Regulation 213/91, as amended, (that regulates Construction Projects) and any other regulations as amended under the Act (the "Regulations") that may affect the performance of the Work, as the "Constructor" or "employer," as defined by the Act, as the case may be. The Contractor shall ensure that:

a) worker safety is given priority in planning, pricing, and performing the Work;

- b) its officers and supervisory employees have a working knowledge of the duties of a "Constructor" and "employer" as defined by the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- c) a copy of the most current version of the Act and the Regulations are available at the Contractor's office within the Working Area, or, in the absence of an office, in the possession of the supervisor responsible for the performance of the Work;
- d) workers employed to carry out the Work possess the knowledge, skills, and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- e) its supervisory employees are "Competent Persons" as defined in the OHSA, and carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers;
- f) all Subcontractors and their workers are properly protected from injury while they are at the Working Area; and
- g) following execution of the Contract and prior to the issuance of the order to commence by the Owner, upon request the Contractor submits to the Contract Administrator a copy of the Notice of Project issued to the Ministry of Labour.

.02 The Contractor, when requested, shall provide the Owner with a copy of its health and safety policy and program at the pre-start meeting and shall respond promptly to requests from the Owner for confirmation that its methods and procedures for carrying out the Work comply with the Act and Regulations. The Contractor shall cooperate with representatives of the Owner and the inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the Work. The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.

.03 Prior to commencement of the Work, the Contractor shall provide to the Contract Administrator a list of those products controlled under the Workplace Hazardous Materials Information System or "WHMIS", which the Contractor expects to use on the Contract. Related Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under "WHMIS" shall be labelled. The Contractor shall notify the Contractor Administrator in writing of changes in the products to be used and provide relevant Safety Data Sheets.

.04 During the course of the Work, the Contractor shall furnish forthwith to the Contract Administrator a copy of all correspondence, reports, orders or charges respecting occupational health and safety, including under the Act, Technical Standards and Safety Act, 2000, S.O. 2000, c.16 as amended, and the Criminal Code, R.S.C., 1985, c. C-46 as amended, which are received by, or which come to the notice of, the Contractor that apply or are relevant to any of the Work or activities conducted under the terms of the Contract.

.05 Nothing in this Contract shall be construed as requiring the Owner to monitor or approve the workplace health and safety practices of the Contractor.

GC 7.01.05 Contractor's Representatives

.01 The Contractor shall have an authorized representative on the site while any Work is being performed, to supervise the Work and act for or on the Contractor's behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the names, addresses, positions, and cell phone, and telephone numbers of the Contractor's representatives who can be contacted at any time to deal with matters relating to the Contract, and update as necessary.

.02 The Contractor shall designate a person to be responsible for traffic control and work zone safety. The designated person shall be a competent worker who is qualified because of knowledge, training, and experience to perform the duties; is familiar with Book 7 of the Ontario Traffic Manual; and has knowledge of all potential or actual danger to workers and motorists. Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name; address; position; cell phone, and telephone numbers of the designated person, and update as necessary. The designated person may have other responsibilities, including other construction sites, and need not be present in the Working Area at all times.

GC 7.01.06 Assistance to the Contract Administrator

.01 The Contractor shall, at no additional cost to the Owner, furnish all reasonable aid, facilities, and assistance required by the Contract Administrator for the proper inspection and examination of the Work or the taking of measurements for the purpose of payment.

GC 7.01.07 Schedule

.01 The Contractor shall prepare and update, as required, a construction schedule of operations, indicating the proposed methods of construction and sequence of Work and the time the Contractor proposes to complete the various items of Work within the time specified in the Contract Documents. The schedule shall be submitted to the Contract Administrator within 14 Days from the Contract award. If the Contractor's schedule is materially affected by changes in the work, the Contractor shall submit an updated construction schedule, if requested by the Contract Administrator, within 7 Days of the request. This updated schedule shall show how the Contractor proposes to perform the balance of the Work, to complete the Work within the time specified in the Contract Documents.

.02 For Contracts with a specified number of Working Days, the construction time shown on the initial schedule shall not exceed the specified number of Working Days. The activities on the critical path shall assist the Contract Administrator in determining the Controlling Operation for the purpose of the charging of Working Days. The construction schedule shall include all non-working periods and appropriate allowances for Inclement Weather.

.03 For Contracts which specify a Contract Time, the construction time shown on the initial construction schedule shall not extend beyond the specified Contract Time. The construction schedule shall include all non-working periods and appropriate allowances for Inclement Weather.

GC 7.01.08 Errors and Inconsistencies Relating to the Contract

.01 Where the Contractor finds any error, inconsistency, or omission relating to the Contract, the Contractor shall promptly report it to the Contract Administrator and shall not proceed with the activity affected until receiving direction from the Contract Administrator.

.02 The Contractor shall promptly notify the Contract Administrator in writing if the subsurface conditions observed in the Working Area differ materially from those indicated in the Contract Documents.

GC 7.01.09 Utilities

.01 The Contractor shall arrange with the appropriate Utility authorities for the stake out of all underground Utilities and service connections that may be affected by the Work. The Contractor shall observe the location of the stake outs prior to commencing the Work and if there is a discrepancy between the location of the stake outs and the locations shown on the Contract Documents, that may affect the Work, the Contractor shall immediately notify the Contract Administrator and the affected Utility companies, in order to resolve the discrepancy. The Contractor shall be responsible for any damage done to the underground Utilities and service connections by

the Contractor's forces during construction if the stake out locations are within the tolerances given in clause GC 2.01.01 a).

.02 In the case of damage to or interference with any Utilities, pole lines, pipe lines, conduits, farm tiles, or other public or privately-owned works or property, the Contractor shall immediately notify the Owner, Contract Administrator, and the owner of the works of the location and details of such damage or interference.

GC 7.02 Monuments and Layout

.01 Prior to commencement of construction, the Contract Administrator and the Contractor shall locate on site those Monuments that delineate the Working Area and may be used to lay out the Work, all as shown on the Contract Drawings. Property Monuments shall be inventoried in the report format required by the Owner.

.02 These Monuments shall be protected by highly visible T-bars or 1.0 metre tall stakes with survey ribbon set within 0.3 metres of the Monument.

.03 The Contractor shall be responsible for the preservation of all Property Monuments while the Work is in progress, except those Property Monuments that must be removed to facilitate the Work as identified and agreed by the Contractor and Contract Administrator. Monuments removed to facilitate the Work shall be replaced at the Owner's expense, and all others shall be replaced at the Contractor's expense.

.04 All Monuments disturbed, damaged, or removed by the Contractor's operations shall be documented in the inventory report and replaced under the supervision of an Ontario Land Surveyor.

.05 The Monument inventory report referred to in clauses GC 7.02.01 and GC 7.02.04 shall include as a minimum:

- a) Contract number, Contract name, Contract Administrator's name;
- b) Project/site construction limits;
- c) Rough location, type, identification number, and condition of each Monument before and after construction;
- d) The solutions for protection of the Monuments that may be impacted by construction;
- e) Reference ties;
- f) A summary of those Monuments affected by the Work and how they were reset or replaced, and by what type of Monument.

.06 At no extra cost to the Owner, the Contractor shall provide the Contract Administrator with such materials and devices as may be necessary to lay out the baseline and benchmarks, and as may be necessary for the inspection of the Work.

.07 The Contractor shall provide qualified personnel to lay out and establish all lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.

.08 The Contractor shall install and maintain substantial alignment markers and secondary benchmarks as may be required for the proper execution of the Work. The Contractor shall supply one copy of all alignment and grade sheets to the Contract Administrator.

.09 The Contractor shall assume full responsibility for alignment, elevations, and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Contract Administrator.

- .10 All stakes, marks, and reference points shall be carefully preserved by the Contractor. In the case of their destruction or removal, for any reason, before the end of the Contract Time such stakes, marks, and reference points shall be replaced, unless otherwise mutually agreed between the Contractor and the Contract Administrator, at the Contractor's expense.
- .11 Benchmarks and survey monuments identified in the Contract Documents shall be protected by the Contractor. In the case of their destruction or removal, such benchmarks and survey monuments shall be replaced by the Owner at the Contractor's expense.

GC 7.03 Working Area

- .01 The Contractor shall maintain the Working Area in a tidy condition and free from the accumulation of debris and prevent dust nuisance, mud, and ponding water, other than that caused by the Owner or others.
- .02 The Contractor's sheds, site offices, toilets, other temporary structures, and storage areas for Material and Equipment shall be grouped in a compact manner, maintained in a neat and orderly condition at all times and removed upon completion of the Work.
- .03 The Contractor shall confine the construction operations to the Working Area. Should the Contractor require additional space, the Contractor shall obtain such space at no additional cost to the Owner.
- .04 The Contractor shall not enter upon or occupy any private property for any purpose, unless the Contractor has received prior written permission from the property owner.
- .05 Upon completion of the Contract, the Working Area used by the Contractor shall be restored to its original condition or better unless otherwise specified in the Contract Documents including the removal of all excavated and stockpiled materials at the Contractor's expense.

GC 7.04 Damage by Vehicles or Other Equipment

.01 If at any time, in the opinion of the Contract Administrator, damage is being done or is likely to be done to any Roadway or any improvement thereon, outside the Working Area, by the Contractor's vehicles or other Equipment, whether licensed or unlicensed Equipment, the Contractor shall, on the direction of the Contract Administrator, and at no extra cost to the Owner, make changes or substitutions for such vehicles or Equipment, and shall alter loadings, or in some other manner, remove the cause of such damage to the satisfaction of the Contract Administrator.

GC 7.05 Excess Loading of Motor Vehicles

.01 Where a vehicle is hauling Material for use on the Work, in whole or in part; upon a Highway; and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit specified in the Highway Traffic Act, R.S.O. 1990, c.H.8, as amended, whether such vehicle is registered in the name of the Contractor or otherwise, except where there are designated areas within the Working Area where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads.

GC 7.06 Maintaining Roads and Detours

- .01 Unless otherwise specified in the Contract Documents, if an existing Roadway is affected by construction, it shall be kept open to both vehicular and pedestrian traffic.
- .02 Subject to the approval of the Contract Administrator, the Contractor shall, at no additional cost to the Owner, be responsible for providing and maintaining for the duration of the Work an alternative route for both pedestrian and vehicular traffic through the Working Area in accordance with the OTM,

whether along the existing Highway under construction or on a detour road beside or adjacent to the Highway under construction.

- .03 Subject to the approval of the Contract Administrator, the Contractor may block traffic for short periods of time to facilitate construction of the Work in accordance with the OTM. Any temporary lane closures shall be kept to a minimum.
- .04 The Contractor shall not be required to maintain a road through the Working Area until such time as the Contractor has commenced operations or during seasonal shut down or on any part of the Contract that has been accepted in accordance with these General Conditions. The Contractor shall not be required to apply de-icing chemicals or abrasives or carry out snowplowing.
- .05 Where only localized and separated sections of the Highway are affected by the Contractor's operations, the Contractor shall not be required to maintain intervening sections of the Highway until such times as these sections are located within the limits of the Highway affected by the Contractor's general operations under the Contract.
- .06 Where the Contract Documents provide for or the Contract Administrator requires detours at specific locations, payment for the construction of the detours and, if required, for the subsequent removal of the detours, shall be made at the Contract prices appropriate to such Work.
- .07 Compensation for all labour, Equipment, and Materials to do this Work shall be at the Contract prices appropriate to the Work and, where there are no such prices, at negotiated prices. Notwithstanding the foregoing, the cost of blading required to maintain the surface of such roads and detours shall be deemed to be included in the prices bid for the various tender items and no additional payment shall be made.
- .08 Where Work under the Contract is discontinued for any extended period, including seasonal shutdown, the Contractor shall, when directed by the Contract Administrator, open and place the Roadway and detours in a passable, safe, and satisfactory condition for public travel.
- .09 Where the Contractor constructs a detour that is not specifically provided for in the Contract Documents or required by the Contract Administrator, the construction of the detour and, if required, the subsequent removal shall be performed at the Contractor's expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Contract Administrator. Removal and site restoration shall be performed as directed by the Contract Administrator.
- .10 Where, with the prior written approval of the Contract Administrator, the Highway is closed and the traffic diverted entirely off the Highway to any other Highway, the Contractor shall, at no extra cost to the Owner, supply, erect, and maintain traffic control devices in accordance with the OTM.
- .11 Compliance with the foregoing provisions shall in no way relieve the Contractor of its obligations under subsection GC 6.01, Protection of Work, Persons, and Property, dealing with the Contractor's responsibility for damage claims, except for claims arising on sections of Highway within the Working Area that are being maintained by others.

GC 7.07 Access to Properties Adjoining the Work and Interruption of Utility Services

- .01 The Contractor shall provide at all times and at no extra cost to the Owner,
 - a) safe and adequate pedestrian and vehicular access;
 - b) continuity of Utility services; and

- c) access for emergency response services; to properties adjoining the Working Area.
- .02 The Contractor shall provide at all times and at no extra cost to the Owner access to fire hydrants, water and gas valves, and all other Utilities located in the Working Area.
- .03 Where any interruptions in the supply of Utility services are required and are authorized by the Contract Administrator, the Contractor shall give the affected property owners notice in accordance with subsection GC 7.11, Notices by the Contractor, and shall arrange such interruptions so as to create a minimum of interference to those affected.

GC 7.08 Approvals and Permits

- .01 Except as specified in subsection GC 4.02, Approval and Permits, the Contractor shall obtain and pay for any permits, licences, and certificates, which at the date of tender closing, are required for the performance of the Work.
- .02 The Contractor shall arrange for all necessary inspections required by the approvals and permits specified in clause GC 7.08.01, Approvals and Permit.

GC 7.09 Suspension of Work

.01 The Contractor shall, upon written notice from the Contract Administrator, discontinue or delay any or all of the Work and Work shall not be resumed until the Contract Administrator so directs in writing. Delays, in these circumstances, shall be administered according to subsection GC 3.07, Delays.

GC 7.10 Contractor's Right to Stop the Work or Terminate the Contract

- .01 If the Owner is adjudged bankrupt or makes a general assignment for the benefit of creditors because of insolvency or if a receiver is appointed because of insolvency, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner or receiver or trustee in bankruptcy written notice, terminate the Contract.
- .02 If the Work is stopped or otherwise delayed for a period of 30 Days or more under an order of a court or other public authority and provided that such order was not issued as the result of an act or fault of the Contractor or of anyone directly employed or engaged by the Contractor, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Owner written notice, terminate the Contract.
- .03 The Contractor may notify the Owner in writing, with a copy to the Contract Administrator, that the Owner is in default of contractual obligations if,
 - a) the Contract Administrator fails to issue certificates in accordance with the provisions of section GC 8.0, Measurement and Payment;
 - b) the Owner fails to pay the Contractor, within 28 Days of the due dates identified in clause GC 8.02.04, Certification and Payment, the amounts certified by the Contract Administrator or within 28 Days of an award by an arbitrator or court; or
 - c) the Owner fails to comply with the requirements of the Contract.
- .04 The Contractor's written notice to the Owner shall advise that if the default is not corrected in the 7 Days immediately following receipt of the written notice, the Contractor may, without prejudice to any other right or remedy the Contractor may have, stop the Work or terminate the Contract.

.05 If the Contractor terminates the Contract under the conditions set out in subsection GC 7.10, Contractor's Right to Stop the Work or Terminate the Contract, the Contractor shall be entitled to be paid for all Work performed according to the Contract Documents and for any losses or damage as the Contractor may sustain as a result of the termination of the Contract.

GC 7.11

Notices by the Contractor

.01 Before any Work is carried out that may affect the property or operations of any Ministry or agency of government or any person; company; partnership; or corporation, including a municipal corporation or any board or commission thereof, and in addition to such notices of the commencement of specified operations as are prescribed elsewhere in the Contract Documents, the Contractor shall give at least 48 hours advance written notice of the date of commencement of such Work to the person, company, partnership, corporation, board, or commission so affected.

GC 7.12

Environmental Incident Management under Legislation Protecting the Environment and Natural Resources

.01 The Contractor shall be in strict compliance with the requirements of the following legislation, as amended, regarding environmental incidents under the control of the Contractor or that are a result of the Contractor's operations:

- a) Environmental Protection Act, R.S.O. 1990, c. E.19
- b) Fisheries Act, R.S.C. 1985, c. F-14
- c) Technical Standards and Safety Act, 2000, S.O. 2000, c. 16
- d) Pesticides Act, R.S.O. 1990, c. P.11
- e) Ontario Water Resources Act, R.S.O. 1990, c. O.40
- f) Transportation of Dangerous Goods Act, 1992, S.C.1992, c. 34

.02 The requirements of the legislation listed in clause GC 7.12.01 include but are not restricted to:

- a) Immediate containment of the material, pollutant, contaminant, deleterious substance, or dangerous good;
- b) Immediate notification of the environmental incident to the proper authority; and
- c) Clean up and restoration of the environment to preconditions.

.03 The Contractor shall possess a plan demonstrating that environmental incidents shall be managed to satisfy the requirements of clauses GC 7.12.01 and GC 7.12.02.

.04 The Contractor shall provide a copy of the environmental incident plan to the Contract Administrator when required and shall inform the Contract Administrator immediately of:

- a) An environmental incident when it occurs; and
- b) Any actions taken or intended to be taken by the Contractor regarding the environmental incident.

.05 The Contractor shall indemnify and save the Owner harmless from any additional expense that the Owner may incur to have the Work performed as a result of the Contractor's failure to comply with the requirements of the legislation listed in clause GC 7.12.01.

GC 7.13 Obstructions

- .01 Except as otherwise noted in these General Conditions, the Contractor assumes all the risks and responsibilities arising out of any obstruction encountered in the performance of the Work and any traffic conditions, including traffic conditions on any Highway or road giving access to the Working Area caused by such obstructions, and the Contractor shall not make any claim against the Owner for any loss, damage, or expense occasioned thereby.
- .02 Where the obstruction is an underground Utility or other man-made object, the Contractor shall not be required to assume the risks and responsibilities arising out of such obstruction, unless the location of the obstruction is shown on the Plans or described in the Contract Documents and the location so shown is within the tolerance specified in clause GC 2.01.01 a), or unless the presence and location of the obstruction has otherwise been made known to the Contractor or could have been determined by the visual site investigation made by the Contractor in accordance with these General Conditions.
- .03 During the course of the Contract, it is the Contractor's responsibility to consult with Utility companies or other appropriate authorities for further information in regard to the exact location of these Utilities, to exercise the necessary care in construction operations, and to take such other precautions as are necessary to safeguard the Utilities from damage.

GC 7.14 Limitations of Operations

- .01 Except for such Work as may be required by the Contract Administrator to maintain the Work in a safe and satisfactory condition, the Contractor shall not carry out operations under the Contract on Saturdays, Sundays, and any holidays recognized by the Owner without permission in writing from the Contract Administrator.
- .02 The Contractor shall cooperate and coordinate the Work with other Contractors, Utility companies, and the Owner and they shall be allowed access to their Work or plant at all reasonable times.

GC 7.15 Cleaning Up Before Acceptance

- .01 Upon attaining Substantial Performance of the Work, the Contractor shall remove surplus materials, tools, and Equipment not required for the performance of the remaining Work. The Contractor shall also remove all temporary works and debris other than that caused by the Owner or others and leave the Work and Working Area clean and suitable for occupancy by the Owner, unless otherwise specified.
- .02 The Work shall not be deemed to have reached Completion until the Contractor has removed surplus materials, tools, and Equipment. The Contractor shall also have removed debris, other than that caused by the Owner, or others.

GC 7.16 **Warranty**

- .01 Unless otherwise specified in the Contract Documents for certain Materials or components of the Work, the Contractor shall be responsible for the proper performance of the Work only to the extent that the design and standards permit such performance.
- .02 Subject to the previous paragraph the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear.

- a) prior to and during the period of 12 months from the date of Substantial Performance of the Work, as set out in the Certificate of Substantial Performance of the Work,
- b) where there is no Certificate of Substantial Performance, 12 months from the date of Completion of the Work as set out in the Completion Certificate, or
- c) such longer periods as may be specified in the Contract Documents for certain Materials or some of the Work.

The Contract Administrator shall promptly give the Contractor written notice of observed defects or deficiencies.

.03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of clause GC 7.16.02.

GC 7.17 Contractor's Workers

.01 The Contractor shall only employ orderly, competent, and skillful workers to do the Work and whenever the Contract Administrator shall inform the Contractor in writing that any worker or workers involved in the Work are, in the opinion of the Contract Administrator, incompetent, or disorderly such worker or workers shall be removed from the Work and shall not be employed on the Work again without the consent in writing of the Contract Administrator.

GC 7.18 Drainage

.01 During construction and until the Work is completed, the Contractor shall make all reasonable efforts to keep all portions of the Work properly and efficiently drained, to at least the same degree as that of the existing drainage conditions.

SECTION GC 8.0 - MEASUREMENT AND PAYMENT

GC 8.01 Measurement

GC 8.01.01 Quantities

- .01 The Contract Administrator shall make an Estimate in writing once a month, unless otherwise specified in the Contract Documents, of the quantity of Work performed and provide such Estimate to the Contractor within 10 Days of the Cut-Off Date.
- .02 Quantities for progress payments shall be construed and held to approximate. The final quantities for the issuance of the Completion Payment shall be based on the measurement of Work completed.
- .03 Measurement of the quantities of the Work performed may be either by Actual Measurement or by Plan Quantity principles as indicated in the Contract. Adjustments to Plan Quantity measurements shall normally be made using Plan Quantity principles but may, where appropriate, be made using Actual Measurements. Those items identified on the Tender by the notation (P) in the unit column shall be paid according to the Plan Quantity. Items where the notation (P) does not occur shall be paid according to Actual Measurement or lump sum.

GC 8.01.02 Variations in Tender Quantities

- .01 Where it appears that the quantity of Work to be done or Material to be supplied or both by the Contractor under a unit price tender item may exceed or be less than the tender quantity, the Contractor shall proceed to do the Work or supply the Material or both required to complete the tender item and payment shall be made for the actual amount of Work done or Material supplied or both at the unit prices stated in the Tender except as provided below:
 - a) In the case of a Major Item where the quantity of Work performed or Material supplied or both by the Contractor exceeds the tender quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate a revised unit price for that portion of the Work performed or Material supplied or both which exceeds 115% of the tender quantity. The negotiation shall be carried out as soon as reasonably possible. Any revision of the unit price shall be based on the actual cost of doing the Work or supplying the Material or both under the tender item plus a reasonable allowance for profit and applicable overhead. Alternatively, where both parties agree, an allowance equal to 10% of the unit price on the amount of the underrun in excess of 15% of the tender quantity shall be paid.
 - b) In the case of a Major Item where the quantity of Work performed or Material supplied or both by the Contractor is less than 85% of the tender quantity, the Contractor may make a written request to negotiate for the portion of the actual overheads and fixed costs applicable to the amount of the underrun in excess of 15% of the tender quantity. For purposes of the negotiation, the overheads and fixed costs applicable to the item are deemed to have been prorated uniformly over 100% of the tender quantity for the item. Overhead costs shall be confirmed by a statement certified by the Contractor's senior financial officer or auditor and may be audited by the Owner. Alternatively, where both parties agree, an allowance equal to 10% of the unit price on the amount of the underrun in excess of 15% of the tender quantity shall be paid.

Written requests for compensation must be received no later than 60 Days after the issuance of the Completion Payment.

GC 8.02 Payment

GC 8.02.01 Non-Resident Contractor

- .01 If the Contractor is not a registered entity in Ontario, the Contractor shall obtain all necessary approvals, consents, permits, licences, certificates, registrations, and other authorizations prior to execution of the Contract.
- .02 The Contractor shall ensure that all Subcontractors the Contractor proposes to use for carrying out any of the Work required by the Contract and who are not a registered entity in Ontario have obtained all necessary approvals, consents, permits, certificates, registrations, and other authorizations prior to execution of the subcontract.

GC 8.02.02 Price for Work

- .01 Prices for the Work shall be full compensation for all labour, Equipment and Material required in its performance. The term "all labour, Equipment, and Material" shall include Hand Tools, supplies, and other incidentals.
- .02 Payment, for Work which is identified in the Contract Documents but not specifically detailed as part of any one item shall be deemed to be included in the items with which it is associated.

GC 8.02.03 Advance Payments for Material

.01 The Owner shall make advance payments for Material intended for incorporation in the Work upon the written request of the Contractor and according to the following terms and conditions:

- a) The Contractor shall deliver the Material to a site approved by the Contract Administrator and the Contractor shall, in advance of receipt of the shipment of the Material, arrange for adequate and proper storage facilities.
- b) The value of aggregates, processed and stockpiled, shall be assessed by the following procedure:
 - i. Sources Other Than Commercial
 - (A) Granular A, B, BI, BII, BIII, M, and O shall be assessed at the rate of 60% of the Contract price.
 - (B) Coarse and fine aggregates for hot mix asphaltic concrete, surface treatment and Portland cement concrete shall be assessed at the rate of 25% of the Contract price for each aggregate stockpiled.
 - ii. Commercial Sources
 - Payment for separated coarse and fine aggregates shall be considered at the above rate when such Materials are stockpiled at a commercial source where further processing is to be carried out before incorporating such Materials into a final product. Advance payments for other Materials located at a commercial source shall not be made.
- c) Payment for all other Materials, unless otherwise specified elsewhere in the Contract Documents, shall be based on the invoice price, and the Contractor shall submit proof of cost to the Contract Administrator before payment can be made by the Owner.
- d) The payment for all Materials shall be prorated against the appropriate tender item by paying for sufficient units of the item to cover the value of the Material. Such payment shall not exceed 80% of the Contract price for the item.

- e) All Materials for which the Contractor wishes to receive advance payment shall be placed in the designated storage location immediately upon receipt of the Material and shall thenceforth be held by the Contractor in trust for the Owner as collateral security for any monies advanced by the Owner and for the due completion of the Work. The Contractor shall not exercise any act of ownership inconsistent with such security, or remove any Material from the storage locations, except for inclusion in the Work, without the consent, in writing, of the Contract Administrator.
- f) Such materials shall remain at the risk of the Contractor who shall be responsible for any loss, damage, theft, improper use, or destruction of the Material however caused.

.02 Where the Owner makes advance payments subject to the conditions listed in clause GC 8.02.03.01, such payment shall not constitute acceptance of the Material by the Owner. Acceptance shall only be determined when the Material meets the requirements of the appropriate specification.

GC 8.02.04 Certification and Payment

GC 8.02.04.01 Progress Payment

- .01 The Contractor shall submit a Proper Invoice for progress payments monthly or at intervals specified in the Contract Documents after starting the Work on this Contract. The Contractor shall submit the Proper Invoice to the Contract Administrator and to the Owner. This Proper Invoice shall be for work completed at the agreed to Cut-Off Date.
- .02 A Proper Invoice shall include;
 - a) the requirements as set out in section 6.1 of the Construction Act;
 - b) the quantities of Work performed;
 - c) the value of Work performed;
 - d) any advanced payment for Material;
 - e) the amount of Statutory Holdback, liens, Owner's set-off;
 - f) the amount of any applicable taxes;
 - g) the amount due to the Contractor; and
 - h) any other information that may be prescribed in the Contract Documents.
- .03 Payment shall be made within 28 Days of the submission of the Proper Invoice unless a notice of non-payment has been issued in accordance with the Construction Act.
- .04 The Owner shall retain the Statutory Holdback in the form and amount as required under the Construction Act.

GC 8.02.04.02 Certification of Subcontract Completion

.01 Before the Work has reached the stage of Substantial Performance, the Contractor may notify the Contract Administrator, in writing that a subcontract is completed satisfactorily and ask that the Contract Administrator certify the completion of such subcontract.

- .02 The Contract Administrator shall issue a Certificate of Subcontract Completion, if the subcontract has been completed in a form satisfactory to the Contract Administrator, and all required inspection and testing of the works covered by the subcontract have been carried out and the results are satisfactory to the Contract Administrator.
- .03 The Contract Administrator shall set out in the Certificate of Subcontract Completion the date on which the subcontract was completed and, within 7 Days of the date the subcontract is certified complete, the Contract Administrator shall give a copy of the certificate to the Contractor and to the Subcontractor concerned.

GC 8.02.04.03 Subcontract Statutory Holdback Release Certificate and Payment

- .01 Following receipt of the Certificate of Subcontract Completion, the Owner shall release and pay the Contractor the Statutory Holdback retained in respect of the subcontract. Such release shall be made 61 Days after the date the subcontract was certified complete and providing the Contractor submits the following to the Contract Administrator:
 - a) a document satisfactory to the Contract Administrator that shall release the Owner from all further claims relating to the subcontract, qualified by stated exceptions such as holdback monies;
 - b) evidence satisfactory to the Contract Administrator that the Subcontractor has discharged all liabilities incurred in carrying out the subcontract;
 - c) a satisfactory clearance certificate or letter from the Workplace Safety and Insurance Board relating to the subcontract; and
 - d) a copy of the contract between the Contractor and the Subcontractor and a satisfactory statement showing the total amount due the Subcontractor from the Contractor.
- .02 Clause GC 8.02.04.03.01 d), shall only apply to Lump Sum Items and then only when the Contract Administrator specifically requests it.
- .03 Upon receipt of the Statutory Holdback, the Contractor shall forthwith give the Subcontractor the payment due under the subcontract.
- .04 Release of Statutory Holdback by the Owner in respect of a subcontract shall not relieve the Contractor, or the Contractor's Surety, of any of their responsibilities.

GC 8.02.04.04 Substantial Performance of Work

- .01 The Contractor, as part of the application for Substantial Performance, shall submit an itemized list of the outstanding work.
- .02 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has been substantially performed, the Contract Administrator shall issue a Certificate of Substantial Performance.
- .03 The Contract Administrator shall set out in the Certificate of Substantial Performance the date on which the Contract was substantially performed and, within 7 Days after signing the said certificate, and shall provide a copy to the Contractor.
- .04 Upon receipt of a copy of the Certificate of Substantial Performance, the Contractor shall forthwith, as required by Section 32(1) Paragraph 5 of the Construction Act, as amended, publish a copy of the certificate in the manner set out in the regulations.

- .05 Where the Contractor fails to publish a copy of the Certificate of Substantial Performance as required above within 7 Days after receiving a copy of the certificate signed by the Contract Administrator, the Owner may publish a copy of the certificate at the Contractor's expense.
- .06 Except as otherwise provided for in Section 31 of the Construction Act, the 60 Day lien period prior to the release of holdback as referred to in clause GC 8.02.04.05, Substantial Performance Payment and Statutory Holdback Release Payment Certificates, shall commence from the date of publication of the Certificate of Substantial Performance as provided for above.

GC 8.02.04.05 Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificates

- .01 Prior to the Contract Administrator issuing the Certificate of Substantial Performance, the Contractor shall submit a Proper Invoice for the Work completed. In addition to the requirements specified under section 8.02.04.01.02, the Proper Invoice shall include:
 - a) the value of Work performed to the date of Substantial Performance;
 - b) the value of outstanding or incomplete Work;
 - c) the amount of the Statutory Holdback, allowing for any previous releases of Statutory Holdback to the Contractor in respect of completed subcontracts and deliveries of pre-selected Equipment; and
 - d) the amount due the Contractor.
- .02 Payment shall be made within 28 Days of the date of submission of the Proper Invoice.
- .03 The Substantial Performance Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the Statutory Holdback due in respect of Work performed up to the date of Substantial Performance. Payment of such Statutory Holdback shall be due 61 Days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Act and the submission by the Contractor of the following documents:
 - a) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
 - b) proof of publication of the Certificate of Substantial Performance.
- .04 Any amount of security retained shall be identified on the Substantial Performance Payment Certificate.

GC 8.02.04.06 Certification of Completion

- .01 Upon application by the Contractor and when the Contract Administrator has verified that the Contract has reached Completion, the Contract Administrator shall issue a Completion Certificate.
- .02 The Contract Administrator shall set out in the Completion Certificate the date on which the Work was completed and, within 7 Days of signing the said certificate, the Contract Administrator shall provide a copy to the Contractor.

GC 8.02.04.07**Completion Payment and Completion Statutory Holdback Release Payment Certificates**

.01 Prior to the Contract Administrator issuing the Completion Certificate, the Contractor shall submit a Proper Invoice for the Work completed. In addition to the requirements noted under section 8.02.04.01.02, the Proper Invoice shall include:

- a) measurement and value of Work at Completion;
- b) the amount of the further Statutory Holdback based on the value of further Work completed over and above the value of Work completed shown in the Substantial Performance Payment Certificate referred to above; and
- c) the amount due the Contractor.

.02 The Completion Statutory Holdback Release Payment Certificate shall be a payment certificate releasing to the Contractor the further Statutory Holdback. Subject to any outstanding liens and permissible set-offs and upon submission of a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board, the Owner shall pay the remaining holdback on the Work done, within 28 Days after the expiration of the 60-Day lien period.

.03 Any amount of security retained shall be identified on the Completion Payment Certificate.

GC 8.02.04.08**Interest**

.01 Interest due to the Contractor shall be based on simple interest and calculated using the applicable Rate of Interest. Interest shall begin to accrue on an amount that is not paid when it is due to be paid under Part-I of the Construction Act, at the prejudgment interest rate determined under subsection 127 (2) of the *Courts of Justice Act* or, if the Contract specifies a different interest rate for this purpose, the greater of the prejudgment interest rate and the interest rate specified in the Contract.

GC 8.02.04.09**Interest for Late Payment**

.01 Provided the Contractor has complied with the requirements of the Contract, including all documentation requirements, when payment by the Owner to the Contractor for Work performed, or for release of Statutory Holdback, is delayed by the Owner, then the Contractor shall be entitled to receive interest on the outstanding payment at the Rate of Interest, if payment is not received on the dates set out below:

- a) Progress Payment: 28 Days after submission of Proper Invoice;
- b) Subcontract Statutory Holdback Release Payment: 89 Days after the date on which the subcontract was completed;
- c) Substantial Performance Payment: 28 Days after the date of issuance of the certificate;
- d) Substantial Performance Statutory Holdback Release Payment: 89 Days after publication of the Payment Certificate of Substantial Performance;
- e) Completion Payment: 28 Days after the date certified as the date on which the Contract reached Completion; and
- f) Completion Statutory Holdback Release Payment: 89 Days after the date certified as the date that the Work was completed.

.02 If the Contractor has not complied with the requirements of the Contract, including all documentation requirements, prior to expiration of the time periods described in clause GC 8.02.04.09.01, interest shall only begin to accrue when the Contractor has completed those requirements.

GC 8.02.04.10 Interest for Negotiations and Claims

.01 Except as hereinafter provided, where a notice of negotiation, notice of intent to claim and the subsequent claims are submitted in accordance with the time limits or procedure or both described by subsection GC 3.13, Claims, Negotiations, Mediation, the Owner shall pay the Contractor the Rate of Interest on the amount of the negotiated price for that part of the Work or on the amount of the settled claim. Such interest shall not commence until 30 Days after the satisfactory completion of that part of the Work.

.02 Where the Contractor fails to give notice of a claim within the time limit prescribed by subsection GC 3.13, Claims, Negotiations, Mediation, interest shall not be paid.

.03 Where a Contractor fails to comply with the 30 Day time limit and the procedures prescribed in clause GC 3.13.03.03 for submission of claims, interest shall not be paid for the delay period.

GC 8.02.04.11 Owner's Set-Off

.01 Pursuant to the Construction Act, the Owner may retain from monies owing to the Contractor under this Contract an amount sufficient to cover any outstanding or disputed liabilities, including the cost to remedy deficiencies, the reduction in value of substandard portions of the Work, claims for damages by third parties that have not been determined in writing by the Contractor's insurer, undetermined claims by the Owner, and any assessment due the Workplace Safety and Insurance Board.

.02 Under these circumstances the Owner will give the Contractor appropriate notice of such action.

GC 8.02.04.12 Delay in Payment

.01 The Owner shall not be deemed to be in default of the Contract provided any delay in payment does not exceed the due dates as defined in clause GC 8.02.04.09.01.

GC 8.02.05 Payment on a Time and Material Basis

GC 8.02.05.01 Definitions

.01 For the purpose of clause GC 8.02.05 the following definitions apply:

Cost of Labour means the amount of wages, salary, travel, travel time, food, lodging, or similar items and Payroll Burden paid or incurred directly by the Contractor to or in respect of labour and supervision actively and necessarily engaged on the Work based on the recorded time and hourly rates of pay for such labour and supervision but shall not include any payment or costs incurred for general supervision, administration, and management time spent on the entire Work or any wages, salary, or Payroll Burden for which the Contractor is compensated by any payment made by the Owner for Equipment.

Cost of Material means the cost of Material purchased or supplied from stock and valued at current market prices for the purpose of carrying out Extra Work by the Contractor or by others, when such arrangements have been made by the Contractor for completing the Work, as shown by itemized invoices.

Operated Rented Equipment means Rented Equipment for which an operator is provided by the supplier of the Equipment and for which the rent or lease includes the cost of the operator.

Payroll Burden means the payments in respect of workplace insurance, vacation pay, employment insurance, public liability and property damage insurance, sickness and accident insurance, pension fund, and such other welfare and benefit payments forming part of the Contractor's normal labour costs.

Rented Equipment means Equipment that is rented or leased for the special purpose of Work on a Time and Material Basis from a person, firm, or corporation that is not an associate of the lessee as the word "associate" is defined by the Securities Act, R.S.O. 1990, c.S.5, as amended, and is approved by the Contract Administrator.

Road Work means the preparation, construction, finishing, and construction maintenance of roads, streets, Highways, and parking lots and includes all work incidentals thereto other than Work on structures.

Sewer and Watermain Work means the preparation, construction, finishing, and construction maintenance of sewer systems and watermain systems, and includes all work incidental thereto other than Work on structures.

Standby Time means any period of time that is not considered Working Time and which together with the Working Time does not exceed 10 hours in any one Working Day and during which time a unit of Equipment cannot practically be used on other Work but must remain on the site in order to continue with its assigned task and during which time the unit is in fully operable condition.

Structure Work means the construction, reconstruction, repair, alteration, remodelling, renovation, or demolition of any bridge, building, tunnel, or retaining wall and includes the preparation for and the laying of the foundation of any bridge, building, tunnel, or retaining wall and the installation of Equipment and appurtenances incidental thereto.

The 127 Rate means the rate for a unit of Equipment as listed in OPSS.PROV 127, Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference, that is current at the time the work is carried out or for Equipment that is not so listed, the rate that has been calculated by the Owner, using the same principles as used in determining The 127 Rates.

Work on a Time and Material Basis means Changes in the Work, Extra Work, and Additional Work approved by the Contract Administrator for payment on a Time and Material basis. The Work on a Time and Material Basis shall be subject to all the terms, conditions, Standard Specifications and provisions of the Contract.

Working Time means each period of time during which a unit of Equipment is actively and of necessity engaged on a specific operation and the first 2 hours of each immediately following period during which the unit is not so engaged but during which the operation is otherwise proceeding and during which time the unit cannot practically be transferred to other Work but must remain on the site in order to continue with its assigned tasks and during which time the unit is in a fully operable condition.

GC 8.02.05.02 Daily Work Records

.01 Daily Work Records, prepared as the case may be by either the Contractor's representative or the Contract Administrator reporting the labour and Equipment employed and the Material used on each Time and Material project, should be reconciled and signed each Day by both the Contractor's representative and the Contract Administrator. If it is not possible to reconcile the Daily Work Records, then the Contractor shall submit the un-reconciled Daily Work Records with its claim, whereby the resolution of the dispute about the Daily Work Records shall not be resolved until there is a resolution of the claim.

GC 8.02.05.03 Payment for Work

.01 Payment as herein provided shall be full compensation for all labour, Equipment, and Material to do the Work on a Time and Material Basis except where there is agreement to the contrary prior to the commencement of the Work on a Time and Material Basis. The payment adjustments on a Time and Material basis shall apply to each individual Change Order authorized by the Contract Administrator.

GC 8.02.05.04 Payment for Labour

.01 The Owner shall pay the Contractor for labour employed on each Time and Material project at 135% of the Cost of Labour up to \$3,500, then at 120% of any portion of the Cost of Labour in excess of \$3,500.

.02 The Owner shall make payment in respect of Payroll Burden for Work on a Time and Material Basis at the Contractor's actual cost of Payroll Burden.

.03 At the Owner's discretion, an audit may be conducted in which case the actual Payroll Burden so determined shall be applied to all Time and Material work on the Contract.

GC 8.02.05.05 Payment for Material

.01 The Owner shall pay the Contractor for Material used on each Time and Material project at 120% of the Cost of the Material up to \$3,500, then at 115% of any portion of the Cost of Material in excess of \$3,500.

GC 8.02.05.06 Payment for Equipment

GC 8.02.05.06.01 Working Time

.01 The Owner shall pay the Contractor for the Working Time of all Equipment, other than Rented Equipment and Operated Rented Equipment, used on the Work on a Time and Material basis at The 127 Rates with a cost adjustment as follows:

- Cost \$12,000 or less - no adjustment;
- Cost greater than \$12,000 but not exceeding \$24,000 - payment \$12,000 plus 90% of the portion in excess of \$12,000; and
- Cost greater than \$24,000 - \$22,800 plus 80% of the portion in excess of \$24,000.

.02 The Owner shall pay the Contractor for the Working Time of Rented Equipment used on the Work on a Time and Material Basis at 110% of the invoice price approved by the Contract Administrator up to a maximum of 110% of the 127 Rate. This constraint shall be waived when the Contract Administrator approves the invoice price prior to the use of the Rented Equipment.

.03 The Owner shall pay the Contractor for the Working Time of Operated Rented Equipment used on the Work on a Time and Material Basis at 110% of the Operated Rented Equipment invoice price approved by the Contract Administrator prior to the use of the Equipment on the Work on a Time and Material Basis.

GC 8.02.05.06.02 Standby Time

.01 The Owner shall pay the Contractor for Standby Time of Equipment at 35% of The 127 Rate or 35% of the invoice price whichever is appropriate. The Owner shall pay reasonable costs for Rented Equipment where this is necessarily retained in the Working Area for extended periods agreed to by

the Contract Administrator. This shall include Rented Equipment intended for use on other work, but has been idled due to the circumstances giving rise to the Work on a Time and Material Basis.

- .02 In addition, the Owner shall include the Cost of Labour of operators or associated labourers who cannot be otherwise employed during the Standby Time or during the period of idleness caused by the circumstances giving rise to the Work on a Time and Material Basis.
- .03 The Contract Administrator may require Rented Equipment idled by the circumstances giving rise to the Work on Time and Material Basis to be returned to the lessor until the Work requiring the Equipment can be resumed. The Owner shall pay such costs as a result from such return.
- .04 When Equipment is transported, solely for the purpose of the Work on a Time and Material Basis, to or from the Working Area on a Time and Material basis, payment shall be made by the Owner only in respect of the transporting units. When Equipment is moved under its own power it shall be deemed to be working. The method of moving Equipment and the rates shall be subject to the approval of the Contract Administrator.

GC 8.02.05.07 Payment for Hand Tools

- .01 Notwithstanding any other provision of this Section, no payment shall be made to the Contractor for or in respect of Hand Tools or Equipment that are tools of the trade.

GC 8.02.05.08 Payment for Work by Subcontractors

- .01 Where the Contractor arranges for Work on a Time and Material Basis, or a part of it, to be performed by Subcontractors on a Time and Material basis and has received approval prior to the commencement of such Work, in accordance with the requirements of subsection GC 3.09, Subcontracting by the Contractor, the Owner shall pay the cost of Work on a Time and Material Basis by the Subcontractor calculated as if the Contractor had done the Work on a Time and Material Basis, plus a markup calculated on the following basis:
 - a) 20% of the first \$3,500; plus
 - b) 15% of the amount from \$3,500 to \$12,000; plus
 - c) 5% of the amount in excess of \$12,000.
- .02 No further markup shall be applied regardless of the extent to which the work is assigned or sublet to others. If Work is assigned or sublet to an associate, as defined by the Securities Act, no markup whatsoever shall be applied.

GC 8.02.05.09 Submission of Invoices

- .01 At the start of the Work on a Time and Material Basis, the Contractor shall provide the applicable labour and Equipment rates not already submitted to the Contract Administrator during the course of such Work.
- .02 Separate summaries shall be completed by the Contractor. Each summary shall include the Change Directive or Change Order number and covering dates of the Work and shall itemize separately the labour, Materials, and Equipment. Invoices for Materials, Rented Equipment, and other charges incurred by the Contractor on the Work on a Time and Material Basis shall be included with each summary.

- .03 Each month the Contract Administrator shall include with the monthly progress payment, the costs of the Work on a Time and Material Basis incurred during the preceding month all in accordance with the contract administrative procedures and the Contractor's invoice of the Work on a Time and Material Basis.
- .04 The final summary as per clause 8.02.05.09.02 shall be submitted by the Contractor within 60 Days after the completion of the Work on a Time and Material Basis.

GC 8.02.05.10 Payment Other Than on a Time and Material Basis

- .01 Clause GC 8.02.05 does not preclude the option of the Contract Administrator and the Contractor negotiating a Lump Sum Item or unit price payment for Change in the Work, Extra Work, and Additional Work.

GC 8.02.05.11 Payment Inclusions

- .01 Except where there is agreement in writing to the contrary, the compensation, as herein provided, shall be accepted by the Contractor as compensation in full for profit and all costs and expenses arising out of the Work, including all cost of general supervision, administration, and management time spent on the Work, and no other payment or allowance shall be made in respect of such Work.

GC 8.02.06 Final Acceptance Certificate

- .01 After the acceptance of the Work or, where applicable, after the Warranty Period has expired, the Contract Administrator shall issue the Final Acceptance Certificate. The Final Acceptance Certificate shall not be issued until all known deficiencies have been adjusted or corrected, as the case may be, and the Contractor has discharged all obligations under the Contract.
- .02 Any remaining amount of security shall be released upon Final Acceptance of the Contract.

GC 8.02.07 Records

- .01 The Contractor shall maintain and keep accurate Records relating to the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom. Such Records shall be of sufficient detail to support the total cost of the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom. The Contractor shall preserve all such original Records until 12 months after the Final Acceptance Certificate is issued or until all claims have been settled, whichever is longer. The Contractor shall require that Subcontractors employed by the Contractor preserve all original Records pertaining to the Work, Changes in the Work, Extra Work, Additional Work and claims arising therefrom for a similar period of time.
- .02 The Owner may inspect and audit the Contractor's Records relating to the Work, Changes in the Work, Extra Work, and Additional Work at any time during the period of the Contract. The Contractor shall supply certified copies of any part of its Records required, whenever requested by the Owner.

GC 8.02.08 Taxes

- .01 Where a change in Canadian Federal or Provincial taxes occurs after the date of tender closing for this Contract, and this change could not have been anticipated at the time of Tender, the Owner shall increase or decrease Contract payments to account for the exact amount of tax change involved.

- .02 Claims for compensation for additional tax cost shall be submitted by the Contractor to the Contract Administrator on forms provided by the Contract Administrator to the Contractor. Such claims for additional tax costs shall be submitted not less than 30 Days after the date of Final Acceptance.
- .03 Where the Contractor benefits from a change in Canadian Federal or Provincial taxes, the Contractor shall submit to the Contract Administrator on forms provided by the Contract Administrator, a statement of such benefits. This statement shall be submitted not later than 30 Days after Final Acceptance.
- .04 Changes in Canadian Federal or Provincial taxes that impact upon commodities, which when left in place form part of the finished Work, or the provision of services, where such services form part of the Work and where the manufacture or supply of such commodities or the provision of such services is carried out by the Contractor or a Subcontractor, are subject to a claim or benefit as detailed above. Services in the latter context means the supply and operation of Equipment, the provision of labour, and the supply of commodities that do not form part of the Work.
- .05 The Contractor shall add the Harmonized Sales Tax (HST) to all invoices.

GC 8.02.09 Liquidated Damages

.01 When liquidated damages are specified in the Contract and the Contractor fails to complete the Work in accordance with the Contract, the Contractor shall pay such amounts as are specified in the Contract Documents.

SECTION H

UTILITY INFORMATION

1 888 345 1111

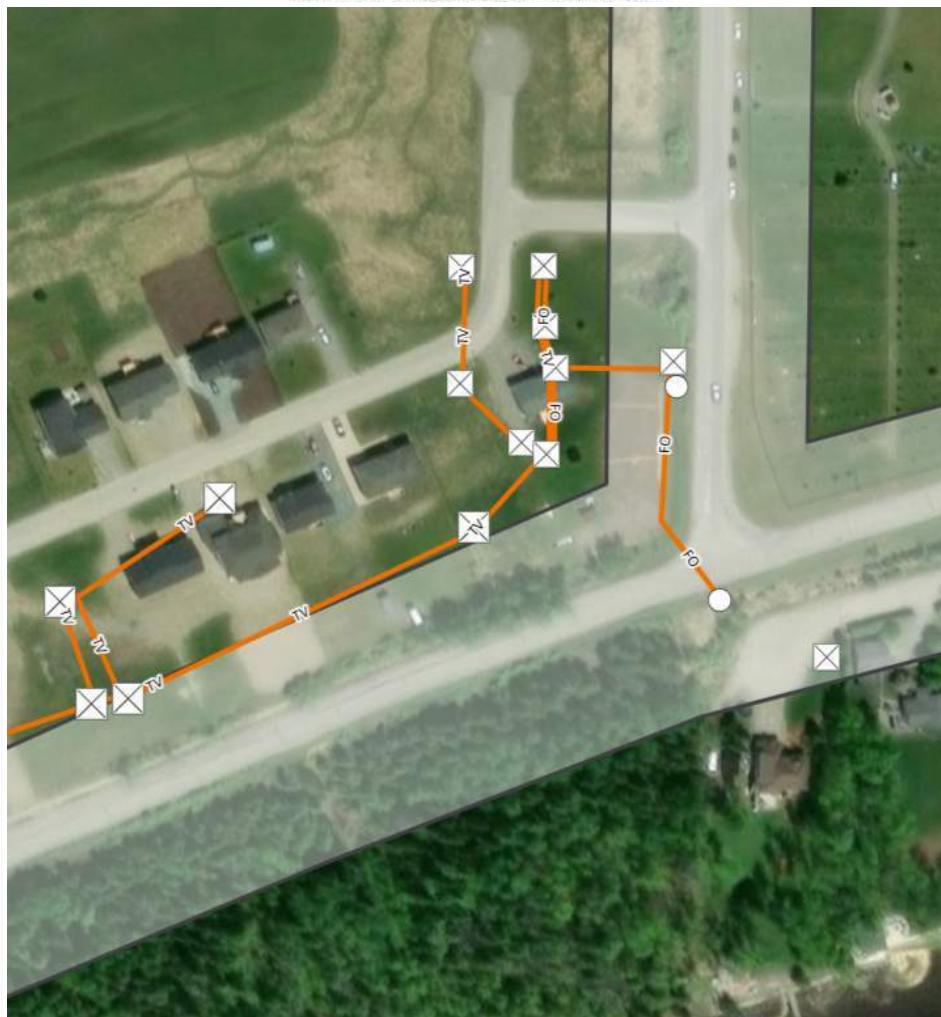
RECORD OF LOCATING BURIED PLANT

eastlink

LOCATE VALID FOR 60 DAYS FROM THE DATE OF
COMPLETION AT THE BOTTOM OF THIS FORM1 CALL NUMBER
20252027189

ADDRESS OF LOCATE REQUEST

DAWSON POINT RD, TEMISKAMING SHORES

CONTACT PERSON
DANIEL RELLEVETEL #
5196542688COMPANY INFORMATION
J.L. RICHARDS AND ASSOCIATESEMAIL
drelleve@jlrichards.ca**"CAUTION' HAND DIG WITHIN 3 FEET OF THE MARK**SKETCH OF PROPOSED EXCAVATION AND PLANT LOCATION (NOT TO SCALE) LOCATE ONLY VALID
FOR 60 DAYS FROM DATE OF COMPLETION

METHODS OF MARKING

PAINT STAKES
 FLAGS PLANNING

TYPE OF PLANT

COAX COPPER
 FIBRE OPTICS

TYPE OF WORK
DESIGN AND PLANNINGREMARKS / ADDITIONAL INSTRUCTIONS
DEPTH UNKNOWN

EXTENT OF WORK

REFER TO MAP FOR PROJECT LIMITS. PROJECT
SCOPE: ROAD RECONSTRUCTION
IMPROVEMENT OF DAWSON POINT ROAD AND
PETER'S ROAD. THE PROJECT AREA IS DAWSON
POINT ROAD FROM MCKELVIE STREET TO
BENOIT DRIVE AND PETER'S ROAD FROM
DAWSON POINT TO HIGHWAY 65E.

COMMENTS TO EXCAVATOR

Please note this is all approximate - you will require
physical locate markings when ready to excavate as
this is planning only.

REQUESTOR STARTED WORK

 YES NOLOCATOR SIGNATURE
Amber ElliottDATE OF LOCATE COMPLETION
2025/05/20 15:12

1 888 345 1111

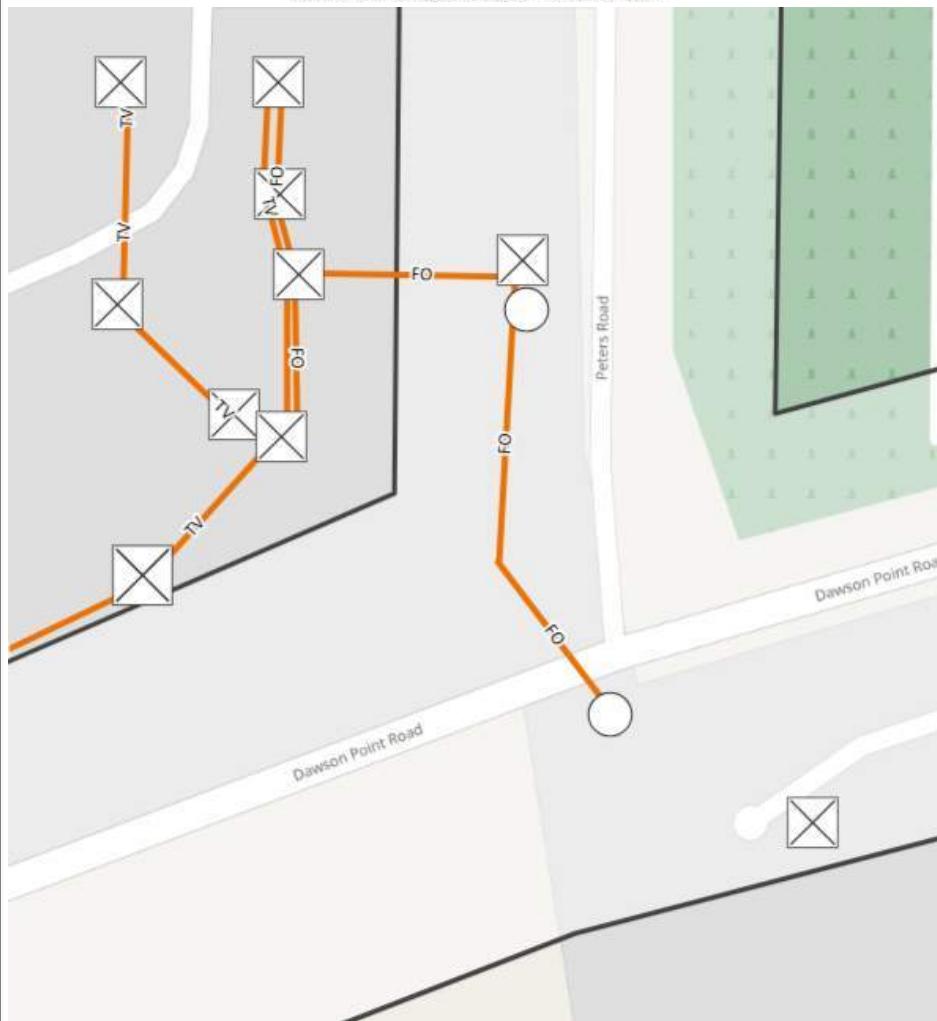
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TEL

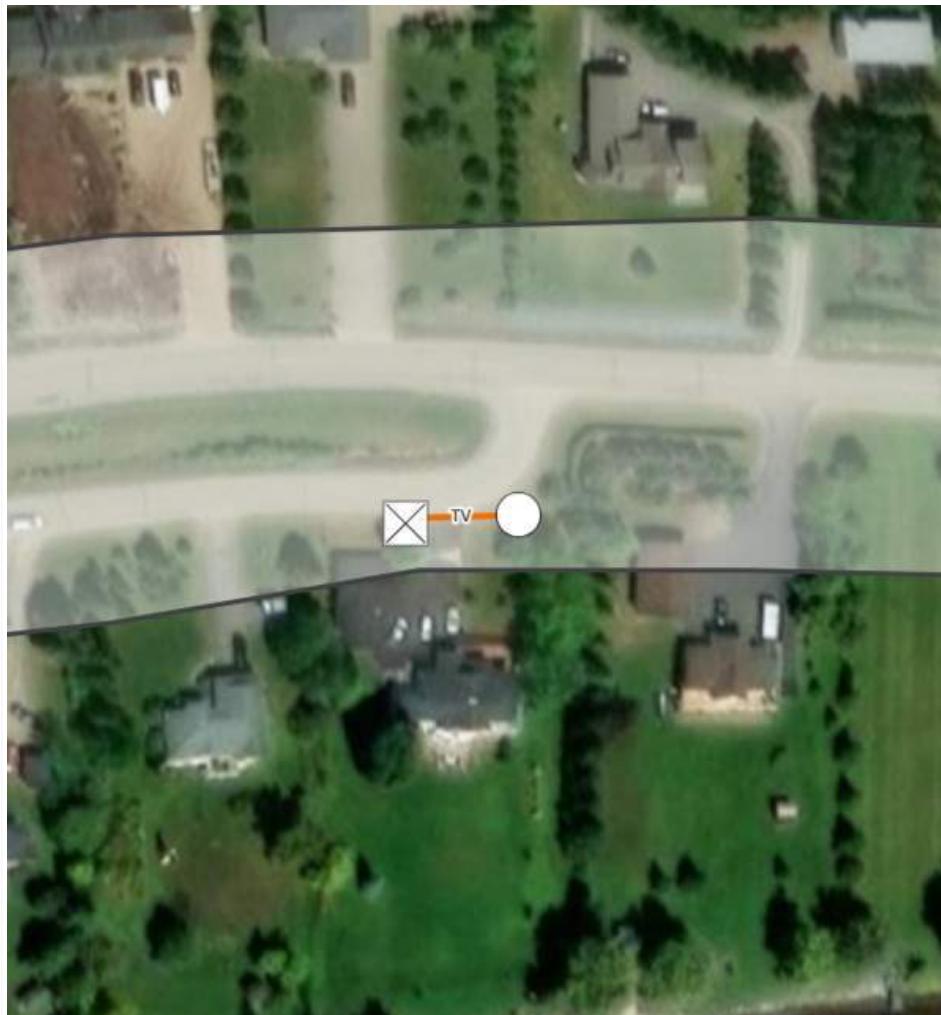
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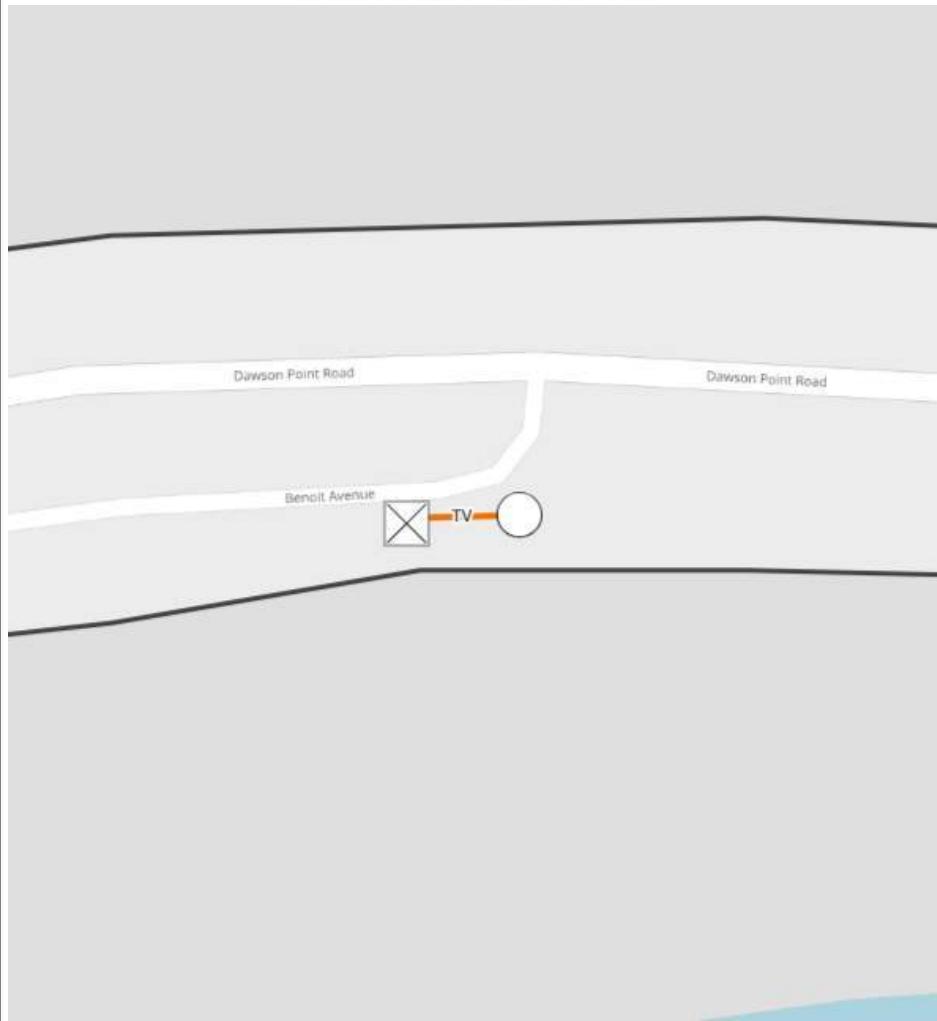
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2025/05/20 15:12



To all Excavators,

Eastlink locates are valid for the life of the excavation project and will not automatically be relocated every 60 days.

Please note the following for the above apply:

- A) Construction within the located area begins within 30 days of the "locate completed date" on the original ticket.
- B) The construction company named on the locate remains active on the site.

Eastlink expects excavators will protect and preserve the paint marks put down on the original locate ticket. If markings are removed due to weather or excavation work, the excavator is expected to recreate the markings based on the original locate ticket.

The locate will be considered officially expired one day after the final day of construction.

It is essential that you maintain respect for both the property owner and the environment by ensuring the removal of all flags from your project area upon its completion.

Best regards

Eastlink



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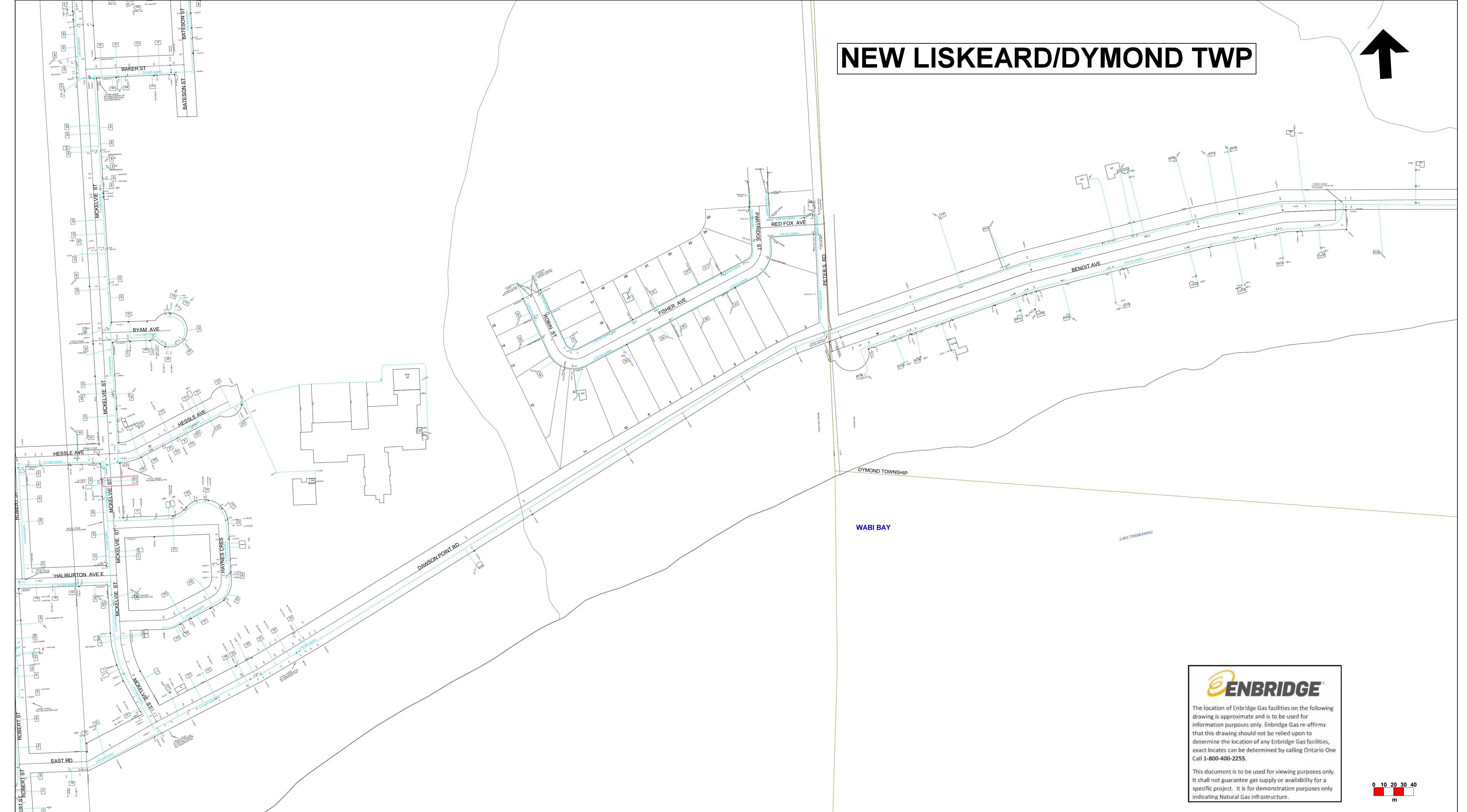
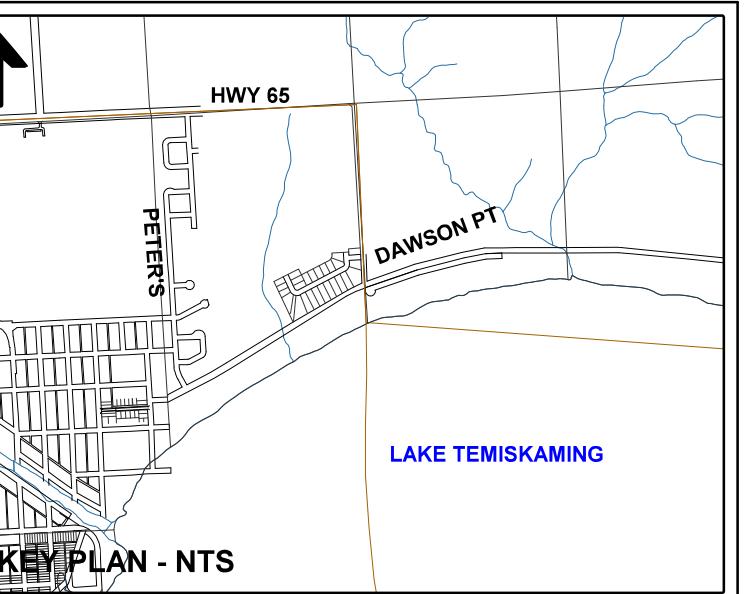
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NEW LISKEARD/DYMOND TWP

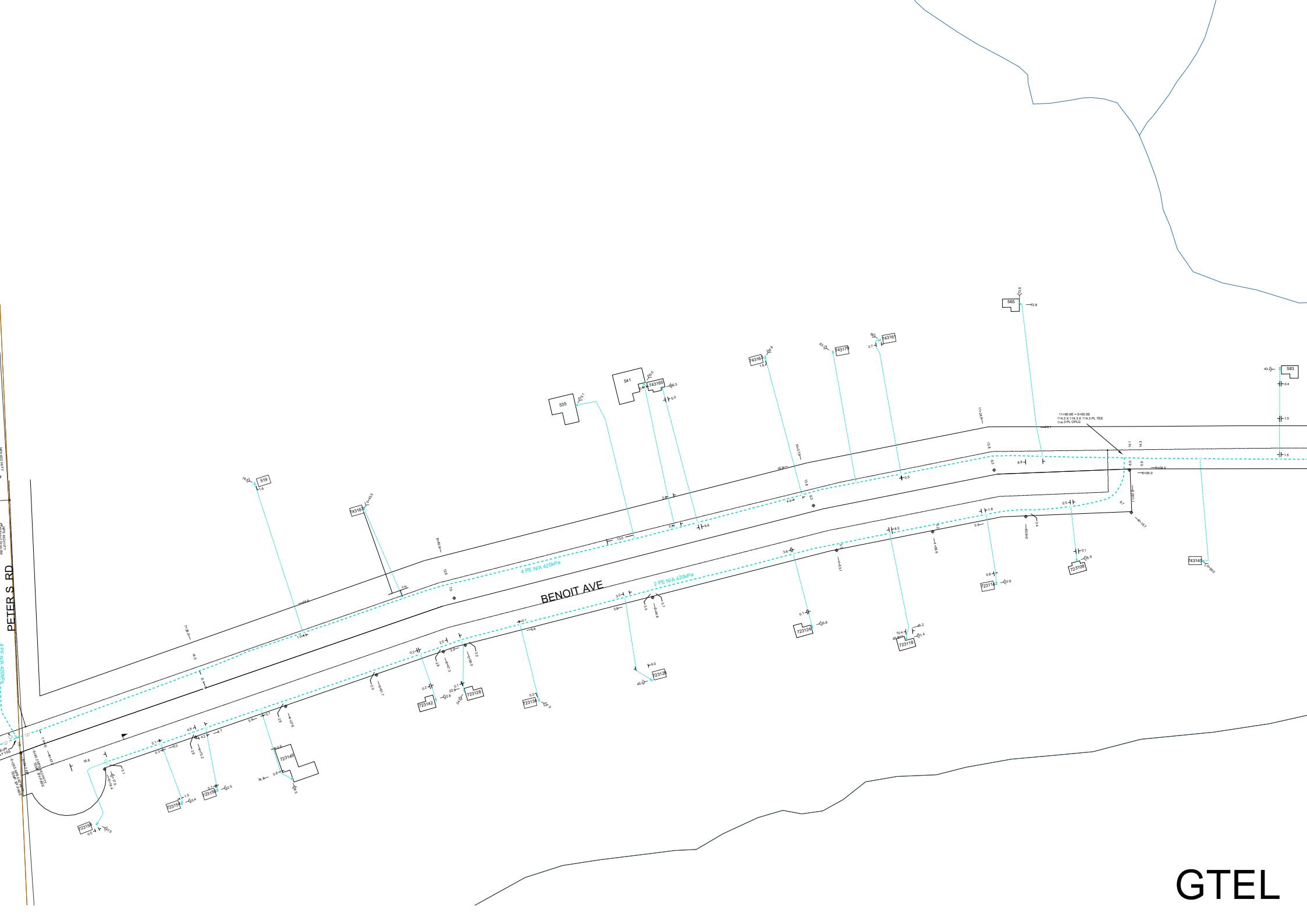


The location of Enbridge Gas facilities on the following drawing is approximate and is to be used for information purposes only. Enbridge Gas re-affirms that this drawing should not be relied upon to determine the location of any Enbridge Gas facilities, exact locates can be determined by calling Ontario One Call 1-800-400-2255.

This document is to be used for viewing purposes only. It shall not guarantee gas supply or availability for a specific project. It is for demonstration purposes only indicating Natural Gas infrastructure.

Project #:	Work Management Work Order:	% SMYS:
District: NORTHEAST	Municipality: NEW LISKEARD	Authorized:
Drawn By: RDECARUF	Date Drawn: 2025/05/05	Corrosion:
Scale: 1:2000	GTech #: JOBNO32141	Drawing Number 1 OF 1

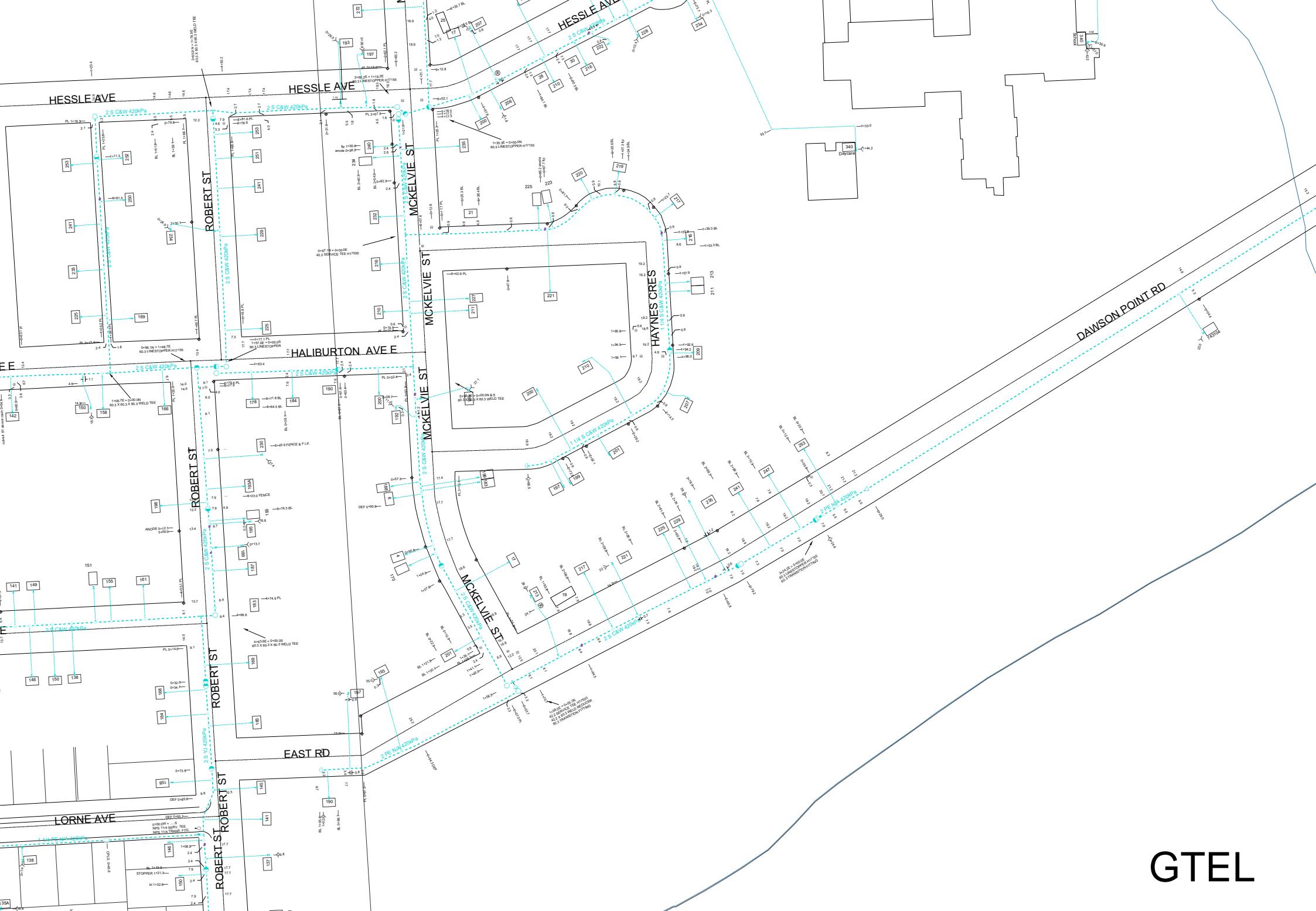




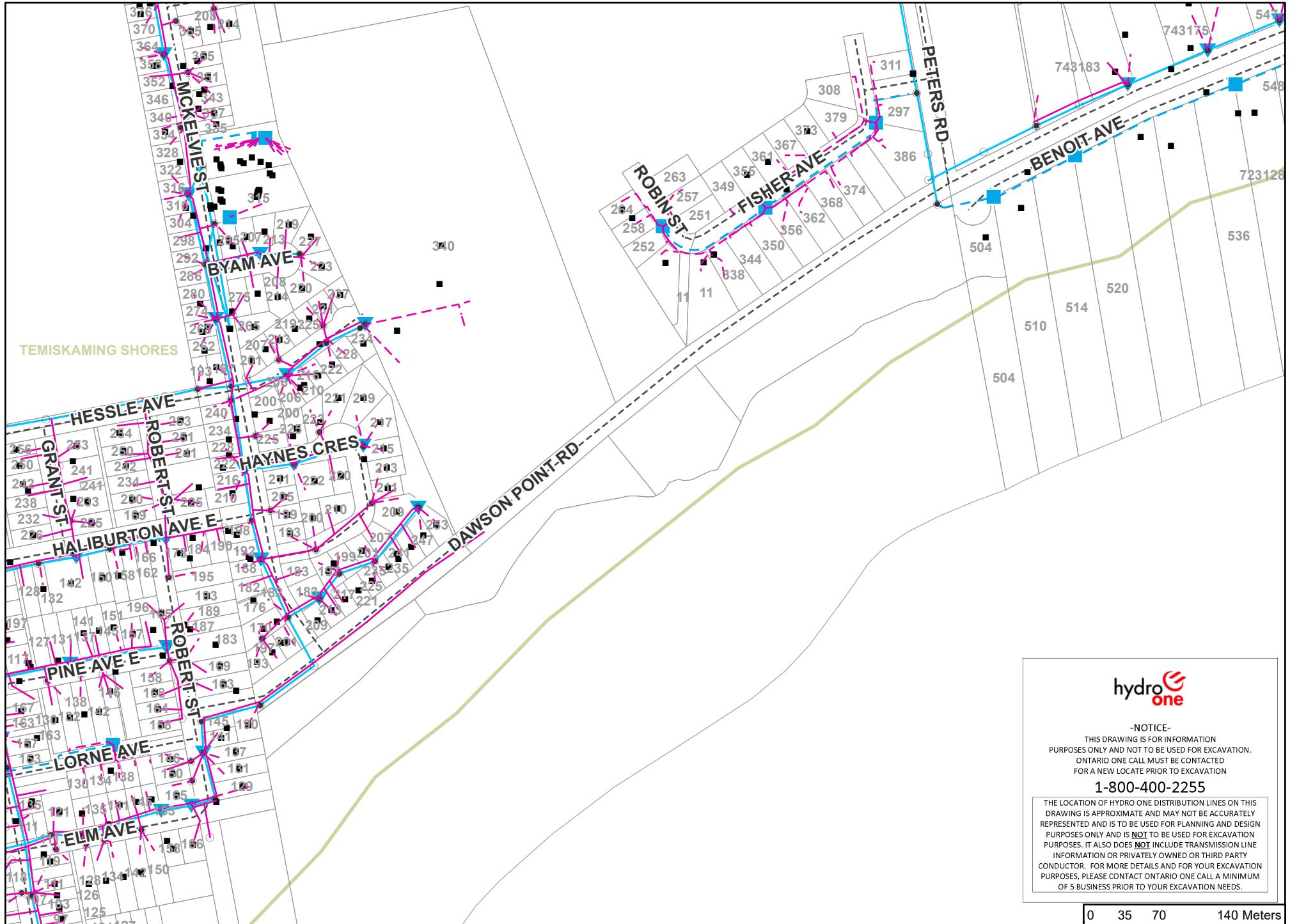
GTEL



GTEL



GTEL



hydro
one

-NOTICE-

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY AND NOT TO BE USED FOR EXCAVATION. ONTARIO ONE CALL MUST BE CONTACTED FOR A NEW LOCATE PRIOR TO EXCAVATION

1-800-400-2255

THE LOCATION OF HYDRO ONE DISTRIBUTION LINES ON THIS DRAWING IS APPROXIMATE AND MAY NOT BE ACCURATELY REPRESENTED AND IS TO BE USED FOR PLANNING AND DESIGN PURPOSES ONLY AND IS NOT TO BE USED FOR EXCAVATION PURPOSES. IT ALSO DOES NOT INCLUDE TRANSMISSION LINE INFORMATION OR PRIVATELY OWNED OR THIRD PARTY CONDUCTOR. FOR MORE DETAILS AND FOR YOUR EXCAVATION PURPOSES, PLEASE CONTACT ONTARIO ONE CALL A MINIMUM OF 5 BUSINESS DAYS PRIOR TO YOUR EXCAVATION NEEDS.

0 35 70 140 Meters

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