
SCHEDULE G – CONTRACTOR ORGANISATION

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SCHEDULE G – CONTRACTOR ORGANISATION

1 DEFINITIONS

In this Schedule, in addition to the definitions set out in the Contract Documents.

2 REPRESENTATIVES

2.1 Owner's Representative

2.1.1 The Owner shall, as part of the Agreement, appoint an individual (the **"Owner's Representative"**) to be the Owner's single point of contact with respect to this Contract. The Owner may from time to time appoint a different person as the Owner's Representative in place of the person previously appointed and shall give notice of the name of that different person to the Contractor without delay.

2.1.2 All notices, instructions, information and other communications to be given by the Contractor to the Owner under this Contract shall be given to the Owner's Representative.

2.1.3 The Owner's Representative may at any time delegate to any person (including a project management contractor) any of the powers and duties vested in it by notice to the Contractor. Any act or exercise by any person of the powers and duties delegated to them shall be deemed to be an act or exercise by the Owner's Representative.

2.1.4 The Contractor shall comply with the Owner's Representative's written directions, orders and instructions. Any acceptance, approval, consent, instruction, order, direction or request given by the Owner's Representative shall not in any way limit, reduce or waive the obligations or liabilities of the Contractor under this Contract. Any communication received by the Contractor from someone other than the Owner's Representative or his authorised delegate shall not be valid and shall not be relied on.

2.2 Contractor's Representative

2.2.1 The Contractor shall, as part of the Agreement, appoint an individual (the **"Contractor's Representative"**) to be the Contractor's single point of contact with respect to this Contract.

2.2.2 The Contractor's Representative shall represent, act for and have the authority to bind the Contractor with respect to all issues and matters arising in connection with this Contract at all times until the termination of this Contract and shall be responsible for overseeing the execution of the Work. The Contractor shall be bound by and responsible for the acts and omissions of the Contractor's Representative. Matters within the knowledge of the Contractor's Representative are deemed to be within the knowledge of the Contractor.

2.2.3 All notices, instructions, information and all other communications to be given by the Owner to the Contractor under this Contract shall be given to the Contractor's Representative.

2.2.4 The Contractor shall not remove or replace the Contractor's Representative without the Owner's prior consent, which shall not be unreasonably withheld.

3 CONTRACTOR'S ORGANISATION

3.1 Organisation Chart

3.1.1 The Contractor has developed and shall comply at all times with the organisation chart set out in Appendix G2 (*Contractor's Organisation Chart*) which shows the organisation to be established by the Contractor for performing the Work. The Contractor shall promptly inform the Owner of any proposed revision or alteration of the organisation chart.

3.2 Key Personnel

3.2.1 Those personnel identified in Appendix G1 (*Key Personnel*) (the "**Key Personnel**") shall be engaged in the performance of the Work until the Date of Substantial Performance in the positions and in respect of the duties set out in such Appendix.

3.2.2 The Contractor shall ensure that each individual member of its Key Personnel is readily available to discuss, explain or make presentations on any part of the Work for which such person is responsible.

3.2.3 The Contractor shall not remove or replace any Key Personnel who otherwise remains employed by the Contractor, any Subcontractor or any of their respective Affiliates without the prior approval of the Owner, which may be withheld in the Owner's sole discretion. Any substitute personnel shall, in the reasonable opinion of the Owner, be suitably qualified and experienced for the duties of the position to which the Contractor intends to appoint them. The Contractor shall provide resumes to Owner and provide the Owner with a reasonable opportunity to interview any proposed substitute personnel. The Contractor shall provide an uninterrupted transition, with an appropriate notice period and handover period, between the Key Personnel and their replacements.

3.3 Replacement of Persons at Owner's Direction

3.3.1 The Owner may by notice to the Contractor direct the removal of any person, including Key Personnel, engaged in the performance of the Work whose conduct, qualifications or experience are, in the reasonable opinion of the Owner, inconsistent with the requirements of this Contract. Upon receipt of such a notice, the Contractor shall, at its sole cost and expense and without entitlement to any time or other relief under this Contract, remove that person from the Work and shall not employ that person on the Project Site or in activities connected with the Work without the Owner's prior approval. The Contractor shall then promptly appoint a suitable replacement at its sole cost and expense. The Contractor and its Subcontractors shall retain all authority and control over their respective employees.

4 KEY PERSONNEL

The Contractor's Key Personnel are set out in Appendix G1 attached hereto.

CANADA KUWAIT PDH/PP Project

Date: January 6, 2020

CKPC-056-INF-MSA Namepi Bridge Construction

Revision: A

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5 CONTRACTOR ORGANISATION CHART

The Contractor's organisation chart is set out in Appendix G2 attached hereto.