CITY OF TORONTO

TORONTO PARAMEDIC SERVICES D6 RENOVATION

610 BAY STREET TORONTO ONTARIO

VOLUME 3 · REPORTS

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Project No. 23-1268
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06 September 2024

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FISHER ENVIRONMENTAL LTD.

ENGINEERING

Professional Engineers Ontario

LABORATORY

CALA
Canadian Association for Laboratory Accreditation Inc.

PRE-RENO
DESIGNATED SUBSTANCE SURVEY

Toronto Coach Terminal
610 Bay Street, Toronto, ON

Prepared for: City of Toronto
Corporate Real Estate Management
Metro Hall, 55 John Street, Toronto, ON

400 Esna Park Drive, Unit 15
Markham, ON
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Project No. FE 21-11402R

October, 2021

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EXECUTIVE SUMMARY

Fisher Environmental Ltd. ('Fisher') was retained by the City of Toronto, Corporate Real Estate Management, to carry out a pre-renovation Designated Substances Survey (DSS) for the upcoming renovations of the Toronto Coach Terminal building, located at 610 Bay Street, Toronto, Ontario (herein after referred to as the "Site").

The scope of the DSS consisted of a review of existing environmental reports (where available); visual inspection for the presence of Designated Substances within the scope of the work areas; collection and analysis of the materials suspected to contain hazardous building materials, particularly asbestos and lead; and to provide recommendations for the safe handling or abatement of these materials prior to any renovation work. The fieldwork was conducted by Mrs. Renata Stec on July 29, September 22, and October 6, 2021.

A summary of the Designated Substances identified during the survey is presented below:

Asbestos

- Asbestos was found in cream caulking (approximately 6 LF) in the bus bay between wall and metal siding in South-East corner of the bus bay.

If this material shall be disturbed during the renovation, it should be removed by the following operation:

- Removal of asbestos-containing cream caulking should be performed following Type 1 asbestos procedures, as per O. Reg. 278/05.

Lead

- Elevated concentrations of lead-containing paint were found in the yellow paint observed on the metal columns in the bus bay.
- Removal of any lead-containing materials shall be carried out in accordance with the following regulations and guidelines:
  - ✓ Guideline: Lead on Construction Projects (issued by Ontario Ministry of Labour);
  - ✓ Designated Substances Regulation, O. Reg. 490/09; and
  - ✓ Regulation for Construction Projects, O. Reg. 213/91.

Silica

- Crystalline silica is a constituent of all concrete and masonry products at the Site. Renovation works that are likely to generate silica-containing dust shall be carried out in accordance with the following regulations and guidelines:

- Guideline: Silica on Construction Projects (issued by Ontario Ministry of Labour);
- Designated Substances Regulation, Ontario Reg. 490/09; and
- Regulation for Construction Projects, Ontario Reg. 213/91.

Mercury

- ❑ Mercury is present as a vapour in fluorescent light bulbs. If any work activities will impact the fluorescent light bulbs, Fisher recommends that the presumed mercury-containing fluorescent light tubes be removed and disposed of in accordance with O. Reg. 558/00.

Other Designated Substances

- ❑ The other designated substances (acrylonitrile, arsenic, benzene, coke oven emissions, ethylene oxide, isocyanates, and vinyl chloride) would not be expected to be present at the Site and were not observed during the current survey.

1.0. INTRODUCTION

Fisher Environmental Ltd. ('Fisher') was retained by the City of Toronto, Corporate Real Estate Management, to carry out a pre-renovation Designated Substances Survey (DSS) for the upcoming renovations of the Toronto Coach Terminal building, located at 610 Bay Street, Toronto, Ontario (herein after referred to as the “Site”).

The scope of the DSS consisted of a review of existing environmental reports (where available); visual inspection for the presence of Designated Substances within the scope of the work areas; collection and analysis of the materials suspected to contain hazardous building materials, particularly asbestos and lead; and to provide recommendations for the safe handling or abatement of these materials prior to any renovation work. The fieldwork was conducted by Mrs. Renata Stec on July 29, September 22, and October 6, 2021.

The following work areas were included in the current survey:

- ✓ North-West Office Area, Upper Level,
- ✓ North-West Office Area, Lower Level,
- ✓ Lobby on Concourse Level,
- ✓ Kramden’s Bar on Concourse Level, and
- ✓ Bus Bay.

DSS reports are required prior to any construction, demolition or restoration project can take place in Ontario. As per Section 30 of the Ontario Occupational Health and Safety Act, Designated Substances and other potentially hazardous building materials must be identified prior to any work being done that may disturb these materials and result in unnecessary exposure of workers and building occupants.

The Designated Substances include:

Asbestos	Coke Oven Emissions	Mercury
Acrylonitrile	Ethylene Oxide	Silica
Arsenic	Isocyanates	Vinyl Chloride
Benzene	Lead	

2.0. METHODOLOGY

Fisher followed the protocols outlined in O. Reg. 278/05 for collecting and analyzing bulk samples of materials suspected to contain asbestos. Visual assessment of the material was the primary method of identification with occasional physical contact for the purpose of collecting bulk samples or examining for underlying layers.

Representative bulk samples were collected of materials suspected of containing asbestos. The tools used by the investigator to collect the bulk samples were cleaned after each sample was collected to avoid cross contamination. Samples were placed in plastic sealable containers, marked with a unique sample number and transported to an independent accredited laboratory for analysis.

Where applicable, samples of suspect materials were collected in order to establish asbestos or lead content. Samples were grouped according to similarity of appearance ("homogeneous" materials). The frequency at which the samples were collected was sufficient to obtain a general representation of the presence of these materials at the Site. Samples collected are presumed to be representative of respective building materials in-place at the Site. However, due to potential past renovations, alterations, repairs, or phases of construction, it is possible that individual materials may not be representative of samples collected.

The laboratory certificate of analysis is included in Appendix A. Site Plans, indicating project scope of work areas, bulk sample locations and any areas of asbestos or lead abatement, are included in Appendix B. Representative photos of Site conditions encountered at the time of the current survey are included in Appendix C.

3.0. REPORT REVIEW

As part of this survey, the following reports were reviewed:

- Annual Designated Reassessment Survey, completed by Risk Check Environmental Ltd, on July 5, 2012; Project No. 26753.
- Asbestos Reassessment Services for Surface Buildings and Substations, completed by Coffey Geotechnics on April 2011; Project No. ENVSETOB06703AB.

The findings from the previous report are discussed in Section 4.0 of this report.

4.0. FINDINGS

Asbestos-Containing Materials

Sampling was conducted of building materials which were suspected to contain asbestos and expected to be impacted by planned construction activities. A total of thirty-four (34) bulk samples were collected and submitted to Fisher Environmental Laboratories for Polarised Light Microscopy (PLM) analysis, as outlined in NIOSH Method 9002. The results of PLM analysis are summarized in Table 1, below.

Table 1 - Summary of Bulk Asbestos Sample Analysis (Polarised Light Microscopy)

Sample No.	Sample Location	Sample Description	Asbestos Content (% by Weight/Type)
21-6983-1 to 3	Storage, Lower Level	Ceiling Tile 2'x2' Beige with Pinholes and Round Fissures	None Detected
21-6983-4	Janitor's Room, Lower Level	Wall Drywall Joint Compound	None Detected
21-6983-5	Storage, Lower Level	Wall Drywall Joint Compound	None Detected
21-6983-6	Corridor, Lower Level	Wall Drywall Joint Compound	None Detected
21-6983-7	Office, Upper Level	Wall Drywall Joint Compound	None Detected
21-6983-8	Platform Control Center Office, Upper Level	Wall Drywall Joint Compound	None Detected
21-6983-9	Office, Upper Level	Wall Drywall Joint Compound	None Detected
21-6983-10	Lounge, Lower Level	Wall Drywall Joint Compound	None Detected
21-6983-11 to 13	Offices, Upper Level	Ceiling Tile 2'x2' White with Pinholes and Short Fissures	None Detected
21-6983-14, 15	Electrical, Lower Level	Mortar on Block Wall	None Detected
21-6983-16	Electrical, Lower Level	Mortar on Brick Wall	None Detected
21-6983-17	Office, Upper Level	Black putty between window glass & metal frame	None Detected
21-6983-18, 19	Corridor, Upper Level	Black putty between window glass & metal frame	None Detected
21-6983-20 to 22	Offices, Upper Level	Ceiling Tile 2'x2' Pinholes with Thin Fissures	None Detected
21-7266-1 to 3	Kramden's Bar	Vinyl Sheet Flooring, Red with Sparkles	None Detected
21-7266-4, 5	Exterior door to North-West Office	Black putty around metal frame	None Detected
21-7266-6	Bus Bay	Black putty around window frame	None Detected

Sample No.	Sample Location	Sample Description	Asbestos Content (% by Weight/Type)
21-7266-7 to 9	Bus Bay	Grey caulking on the column	None Detected
21-7266-10 to 12	**Bus Bay**	**Cream caulking between wall and metal siding, southeast corner**	**0.5-5% Chrysotile**

Ontario Regulation 278/05 ("O. Reg. 278/05") defines an "asbestos-containing" material as that with an asbestos content equal to or greater than 0.5% by weight.

Based on the laboratory analysis by the PLM method, cream caulking on the wall near the southeast corner of the Bus Bay was found to contain 0.5-5% Chrysotile asbestos.

In addition to the above findings, following observations were noted at the Site.

- Above the ceiling tiles, structural ceiling was covered with non-asbestos Sprayed Fire Proofing on the Lower Level.
- Wood laminate flooring was observed in offices on Upper Level, this material is non-asbestos containing.
- Fibreglass insulation in the wall was observed in the Janitor's Room on the Lower Level, this material is non-asbestos containing.
- Brown caulking was observed between the door and wall in the bus bay; Brown/Grey expansion joint was observed on the brick wall in the bus bay; and transparent caulking was observed on the bottom of the door in the bus bay. These materials are silicone based, which is known to not contain asbestos.

Based on the findings of the current and previous surveys conducted within the scope of work areas, asbestos was not identified in the following building materials:

- All types of Ceiling Tiles,
- Mortar on the block and brick wall,
- Drywall Joint Compound,
- Sprayed Fire Proofing,
- Black putty between window glass & metal frames,
- Black putty around the exterior door,
- Grey caulking on the columns,
- Brown caulking around the door,

- Transparent caulking at the bottom of the door,
- Brown/Grey expansion joint on the wall in the bus bay,
- Expansion brown/grey joint on the wall in the bus bay,
- Brown caulking around the door in the bus bay,
- Vinyl Sheet Flooring, Red with Sparkles, and
- Vinyl Floor Tiles, 12" x 12" Tan.

Lead Based Paint

Five (5) bulk lead samples were collected and submitted to Fisher Environmental Laboratories for inductively coupled plasma (ICP) analysis, as outlined in NIOSH method 7300. The results of sample analysis are summarized in Table 2, below.

Table 2 - Summary of Lead Paint Sample Analysis

Sample No.	Sample Location	Sample Description	Lead Content (ppm and % by Weight)
21-6983-23	Janitor's Room	Grey Wall Paint	<10 ppm (<0.0010%)
21-7266-13	Bus Bay	Brown Paint on metal part of the wall	438.4 ppm (0.0438%)
21-7266-14	**Bus Bay**	**Yellow Paint on the columns and barriers**	**26,770 ppm (2.677%)**
21-7266-15	Bus Bay	Cream Paint on the brick column	121.9 ppm (0.0122%)
21-7336-1	Bus Bay	Pink Pain on the concrete ceiling	<10 ppm (<0.001%)

The Ontario Ministry of Labour (MOL) has not prescribed criteria defining "lead-containing" materials. Further, the MOL has not established a lower limit for concentrations of lead in paint, below which precautions do not need to be considered during construction projects. However, except for aggressive disturbance of painted finishes, (e.g., abrasive blasting, torch cutting, or grinding), Fisher believes that a lead content below 0.1% by weight (1,000 ug/g or 1000 ppm) represents a concentration in which lead content is not the limiting hazard for construction hygiene purposes.

Elevated concentrations of lead (greater than 0.1% lead) were detected in the yellow paint sample, observed on the metal columns in the Bus Bay.

Other Designated Substances

During the current survey, no sampling for mercury was conducted. However, fluorescent light tubes (known to contain mercury) were observed at the Site. No other building materials or components suspected to contain mercury were noted during the building survey.

Crystalline silica is a constituent of all concrete and masonry products present at the Site. While the cutting, grinding, or demolition of materials containing silica is not anticipated at the Site, these activities should be completed in accordance with Ontario Ministry of Labour Guidelines for Silica on Construction projects. Specifically, the Guideline prescribes respiratory protection, site isolation, and the use of wetting to control dust emissions during the cutting, grinding, drilling, or demolition of silica-containing materials. Please refer to the Guideline for details concerning Silica on Construction Projects.

No other Designated Substances or other potentially hazardous building materials were identified in the proposed project scope areas. If additional suspected Designated Substances or other potentially hazardous building materials not identified in this report pertaining to the Site are discovered, work should be stopped and the material(s) in question should be sampled for determination of content.

5.0. RECOMMENDATIONS

Based on the observations and findings outlined above, Fisher recommends are as follows:

Asbestos:

- ✓ The removal of asbestos-containing cream caulking will require Type 1 asbestos abatement procedures, as outlined in O. Reg. 278/05.

Lead:

- ✓ Removal of any lead-containing materials shall be carried out in accordance with the following regulations and guidelines:
  - Guideline: Lead on Construction Projects (issued by Ontario MOL);
  - Designated Substances Regulation, O. Reg. 490/09; and
  - Regulation for Construction Projects, O. Reg. 213/91.

Mercury: No immediate recommendations are warranted with regard to mercury. However, if disturbance of the identified fluorescent light tubes presumed to contain mercury is planned as part of the anticipated construction activities, Fisher recommends that these items be removed and disposed of in accordance with with O. Reg. 558/00.

Silica: Renovations and/or demolition operations that are likely to generate silica-containing dust shall be carried out in accordance with the following requirements:

- Guideline: Silica on Construction Projects (issued by Ontario Ministry of Labour);
- Designated Substances Regulation, O. Reg. 490/09; and
- Regulation for Construction Projects, O. Reg. 213/91.

6.0. LIMITATIONS

Fisher Environmental Ltd. accepts responsibility for the competent performance of its duties in executing this assignment within the normal standards of the profession, but disclaims responsibility for consequential damages, if any.

The scope of the survey is based on prior agreement with the client, and the rationale given in this report. The building survey findings rely on professional interpretation of selective sampling and analysis. Sample analysis results have been applied to homogenous materials in unsampled locations; it was not within the scope of work to carry out an exhaustive sampling and analysis program.

This report was prepared for City of Toronto, Corporate Real Estate Management. The scope of services performed may not be appropriate for the purposes of other users, and any use or reuse of this document or its findings or recommendations represented herein is at the sole risk of any other user.

We trust that the information provided in the report meets your current requirements. If you have any questions or concerns, please do not hesitate to contact the undersigned.

Prepared by:

Renata Stec, M.Sc.
Project Manager

Reviewed by:

David Fisher, P. Eng., C. Chem.
Principal

APPENDIX A – LABORATORY CERTIFICATE OF ANALYSIS

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Client: City of Toronto
Facilities Management
Address: 2nd Floor, Metro Hall
55 John Street, Toronto, ON
M5V 3C6
Tel.: 416-392-9024
Attn: Sara Reid

F.E. Job #: 21-6983
Project Name: Pre-Reno DSS
Project ID: FE-P 21-11402
Date Sampled: 29-Jul-2021
Date Received: 30-Jul-2021
Date Reported: 3-Aug-2021
Location: 610 Bay Street
Toronto, ON

Certificate of Analysis

Analysis Requested:	Asbestos, Lead
Sample Description:	23 Bulk Sample(s) (***24-Hours***)

Client Sample ID	Lab Sample ID	Sample Matrix	Fibre Type	Asbestos Content
1A - Ceiling Tile, Lower Level, 2'x2' Beige with Pinholes & Round Fissures	21-6983-1	Ceiling Tile		Not Detected
1B - Ceiling Tile, Lower Level, 2'x2' Beige with Pinholes & Round Fissures	21-6983-2	Ceiling Tile		Not Detected
1C - Ceiling Tile, Lower Level, 2'x2' Beige with Pinholes & Round Fissures	21-6983-3	Ceiling Tile		Not Detected
2A - Drywall Joint Compound, Wall, Janitor's Room, Lower Level	21-6983-4	Drywall Joint Compound		Not Detected
2B - Drywall Joint Compound, Storage, Lower Level	21-6983-5	Drywall Joint Compound		Not Detected
2C - Drywall Joint Compound, Corridor, Lower Level	21-6983-6	Drywall Joint Compound		Not Detected
2D - Drywall Joint Compound, Wall, Office, Upper Level	21-6983-7	Drywall Joint Compound		Not Detected
2E - Drywall Joint Compound, Wall, Upper Level, Platform Control Centre Office	21-6983-8	Drywall Joint Compound		Not Detected
2F - Drywall Joint Compound, Wall, Office, Upper Level	21-6983-9	Drywall Joint Compound		Not Detected
2G - Drywall Joint Compound, Wall, Lounge, Lower Level	21-6983-10	Drywall Joint Compound		Not Detected

Certificate of Analysis

Analysis Requested:	Asbestos, Lead
Sample Description:	23 Bulk Sample(s) (24-Hours)

Client Sample ID	Lab Sample ID	Sample Matrix	Fibre Type	Asbestos Content
3A - Ceiling Tile, 2'x2' White with Pinholes & Short Fissures	21-6983-11	Ceiling Tile		Not Detected
3B - Ceiling Tile, 2'x2' White with Pinholes & Short Fissures	21-6983-12	Ceiling Tile		Not Detected
3C - Ceiling Tile, 2'x2' White with Pinholes & Short Fissures	21-6983-13	Ceiling Tile		Not Detected
4A - Mortar on Block Wall, Electrical Room, Lower Level	21-6983-14	Mortar		Not Detected
4B - Mortar on Block Wall, Electrical Room, Lower Level	21-6983-15	Mortar		Not Detected
4C - Mortar on Brick Wall, Electrical Room, Lower Level	21-6983-16	Mortar		Not Detected
5A - Black Putty between Glass & Metal Frame, Office, Upper Level	21-6983-17	Putty		Not Detected
5B - Black Putty between Glass & Metal Frame, Corridor, Upper Level	21-6983-18	Putty		Not Detected
5C - Black Putty between Glass & Metal Frame, Corridor, Upper Level	21-6983-19	Putty		Not Detected
6A - Ceiling Tile, Office, 2'x2' Pinholes with Thin Fissures, Upper Level	21-6983-20	Ceiling Tile		Not Detected
6B - Ceiling Tile, Office, 2'x2' Pinholes with Thin Fissures, Upper Level	21-6983-21	Ceiling Tile		Not Detected
6C - Ceiling Tile, Office, 2'x2' Pinholes with Thin Fissures, Upper Level	21-6983-22	Ceiling Tile		Not Detected

Fisher Environmental Laboratories (Lab ID #: 2745) is accredited by CALA (Canadian Association for Laboratory Accreditation Inc.) for asbestos analysis by PLM.

ANALYTICAL METHOD:

Asbestos has been done in accordance with normal professional standard using the following Fisher Environmental Lab Method: Asbestos by PLM (Polarized Light Microscope) F-26, Rev.2.2.

Client: City of Toronto ***F.E. Job #:*** 21-6983

Certificate of Analysis

Analysis Requested:	Asbestos, Lead
Sample Description:	23 Bulk Sample(s) (24-Hours)

Client Sample ID	Lab Sample ID	Sample Matrix	Lead (ppm)	Comments
Pb1 - Grey Wall Paint, Janitor's Room, Lower Level	21-6983-23	Paint	<10	

< result obtained was below RL (Reporting Limit).

QA/QC Report

Parameter	Blank (ppm)		LCS (%)		CRM (%)	
	Result	RL	Recovery	AR	Recovery	AR
Lead	<10	10	100	80-120	88	70-130

Parameter	Duplicate (%)					
	RPD	AR				
Lead	0.5	0-30				

LEGEND:

RL - Reporting Limit
LCS - Laboratory Control Sample
MS - Matrix Spike
AR - Acceptable Range
RPD - Relative Percent Difference

ANALYTICAL METHODS:

Metals (Lead) - Method # F-1, Rev. 4.5, Standard Operation Procedure for determination of Metals by the Inductively Coupled Plasma- Optical. Method used by Fisher Environmental Lab complies with the Standard Methods for the Examination of Water and Wastewater, 20th Ed 3120-B.

Authorized by: _____

Roger Lin, Ph. D., C. Chem.
Laboratory Manager

ASSOCIATION OF THE CHEMICAL PROFESSION OF ONTARIO
CHARTERED
Ronggen (Roger) Lin
CHEMIST

Results relate only to the items tested

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Facilities Management
Address: 2nd Floor, Metro Hall
55 John Street, Toronto, ON
M5V 3C6
Tel.: 416-392-9024
Attn: Sara Reid

F.E. Job #: 21-7266
Project Name: Pre-Reno DSS
Project ID: FE-P 21-11402
Date Sampled: 22-Sep-2021
Date Received: 23-Sep-2021
Date Reported: 4-Oct-2021
Location: 610 Bay Street
Toronto, ON

Certificate of Analysis

Analysis Requested:	Asbestos, Lead
Sample Description:	15 Bulk Sample(s)

Client Sample ID	Lab Sample ID	Sample Matrix	Fibre Type	Asbestos Content
1A - Vinyl Sheet Flooring, Red with Sparkles	21-7266-1	Vinyl Sheet Flooring		Not Detected
1B - Vinyl Sheet Flooring, Red with Sparkles	21-7266-2	Vinyl Sheet Flooring		Not Detected
1C - Vinyl Sheet Flooring, Red with Sparkles	21-7266-3	Vinyl Sheet Flooring		Not Detected
2A - Black Putty on the Exterior Door around Metal Frame, North-West Part of the Building, 4	21-7266-4	Putty		Not Detected
2B - Black Putty inside the Door between Glass and Metal Frame, North-West Part of the Building	21-7266-5	Putty		Not Detected
2C - Black Putty in the Window Frame, Bus Bay	21-7266-6	Putty		Not Detected
3A - Grey Caulking on the Column, Bus Bay	21-7266-7	Caulking		Not Detected
3B - Grey Caulking on the Column, Bus Bay	21-7266-8	Caulking		Not Detected
3C - Grey Caulking on the Column, Bus Bay	21-7266-9	Caulking		Not Detected
4A - Cream Caulking between Wall and Wall's Metal Frame, Bus Bay	21-7266-10	Caulking	Chrysotile	0.5-5%
4B - Cream Caulking between Wall and Wall's Metal Frame, Bus Bay	21-7266-11	Caulking	Chrysotile	0.5-5%
4C - Cream Caulking between Wall and Wall's Metal Frame, Bus Bay	21-7266-12	Caulking	Chrysotile	0.5-5%

Fisher Environmental Laboratories (Lab ID #: 2745) is accredited by CALA (Canadian Association for Laboratory Accreditation Inc.) for asbestos analysis by PLM.

ANALYTICAL METHOD:

Asbestos has been done in accordance with normal professional standard using the following Fisher Environmental Lab Method: Asbestos by PLM (Polarized Light Microscope) F-26, Rev.2.2.

Results relate only to the items tested

Client: City of Toronto ***F.E. Job #:*** 21-7266

Certificate of Analysis

Analysis Requested:	Asbestos, Lead
Sample Description:	15 Bulk Sample(s)

Client Sample ID	Lab Sample ID	Sample Matrix	Lead (ppm)	Comments
Pb1 - Brown Paint on Metal Part of the Wall, Bus Bay	21-7266-13	Paint	438.4	
Pb2 - Yellow Paint on Metal Column, Bus Bay	21-7266-14	Paint	26770	
Pb3 - Cream Paint on Brick Column, Bus Bay	21-7266-15	Paint	121.9	

< result obtained was below RL (Reporting Limit).

QA/QC Report

Parameter	Blank (ppm)		LCS (%)		CRM/MS (%)	
	Result	RL	Recovery	AR	Recovery	AR
Lead	<10	10	104	80-120	108	70-130

Parameter	Duplicate (%)					
	RPD	AR				
Lead	6.6	0-30				

LEGEND:

RL - Reporting Limit
LCS - Laboratory Control Sample
MS - Matrix Spike
AR - Acceptable Range
RPD - Relative Percent Difference

ANALYTICAL METHODS:

Metals (Lead) - Method # F-1, Rev. 4.5, Standard Operation Procedure for determination of Metals by the Inductively Coupled Plasma- Optical. Method used by Fisher Environmental Lab complies with the Standard Methods for the Examination of Water and Wastewater, 20th Ed 3120-B.

Authorized by: _____

Roger Lin, Ph. D., C. Chem.
Laboratory Manager

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M5V 3C6
Tel.: 416-392-9024
Attn: Sara Reid

F.E. Job #: 21-7336
Project Name: Pre-Reno DSS
Project ID: FE-P 21-11402
Date Sampled: 6-Oct-2021
Date Received: 6-Oct-2021
Date Reported: 12-Oct-2021
Location: 610 Bay Street
Toronto, ON

Certificate of Analysis

Analysis Requested:	Lead
Sample Description:	1 Lead Sample(s) (***Semi-Rush***)

Client Sample ID	Lab Sample ID	Sample Matrix	Lead (ppm)	Comments
Pb1 - Pink Paint on the ceiling, Bus Bay	21-7336-1	Paint	<10	

< result obtained was below RL (Reporting Limit).

QA/QC Report

Parameter	Blank (ppm)		LCS (%)		CRM (%)	
	Result	RL	Recovery	AR	Recovery	AR
Lead	<10	10	80	80-120	82	70-130

Parameter	Duplicate (%)					
	RPD	AR				
Lead	10.0	0-30				

LEGEND:
RL - Reporting Limit
LCS - Laboratory Control Sample
MS - Matrix Spike
AR - Acceptable Range
RPD - Relative Percent Difference

ANALYTICAL METHODS:

Metals (Lead) - Method # F-1, Rev. 4.5, Standard Operation Procedure for determination of Metals by the Inductively Coupled Plasma- Optical. Method used by Fisher Environmental Lab complies with the Standard Methods for the Examination of Water and Wastewater, 20th Ed 3120-B.

Authorized by: _____
Roger Lin, Ph. D., C. Chem.
Laboratory Manager

ASSOCIATION OF THE CHEMICAL PROFESSION OF ONTARIO
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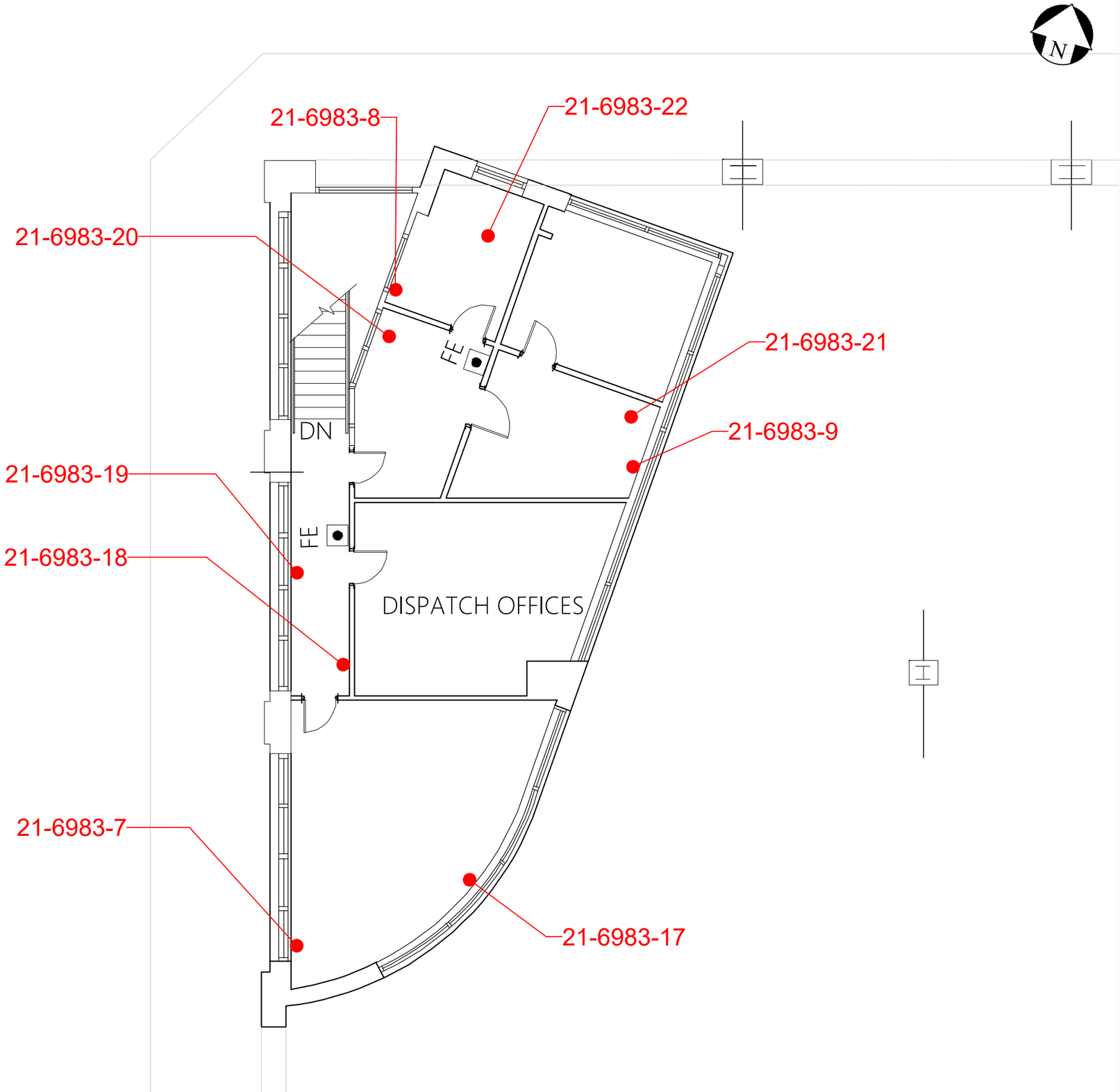
APPENDIX B – SITE PLANS



Legend

Asbestos Sample Location

Figure 1

LOCATION:

610 Bay Street
Toronto, Ontario

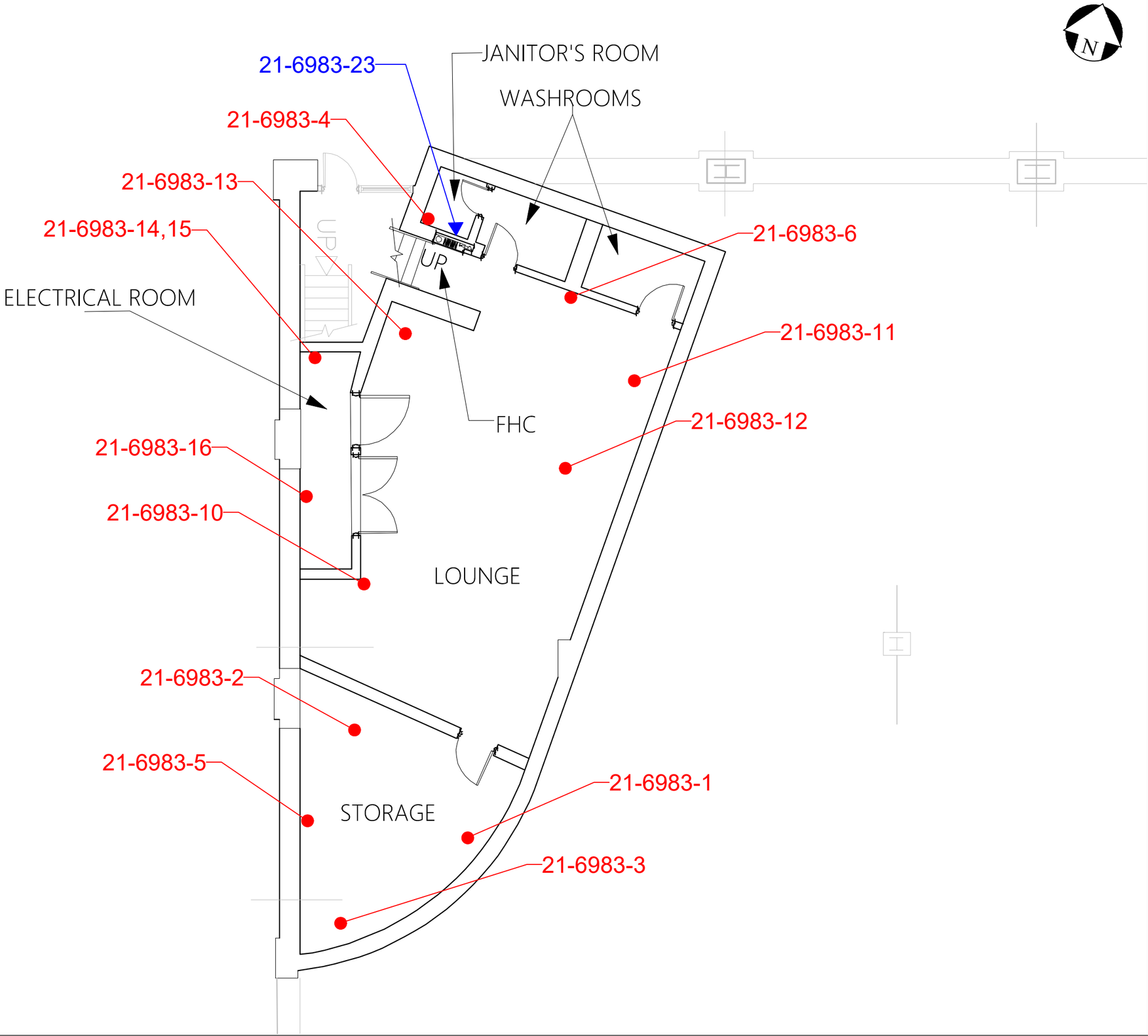
BUILDING NAME:

Toronto Coach Terminal

North West Corner Office Area-Upper Level-Mezzanine
Asbestos Sample Locations

CLIENT: City of Toronto			
PROJECT NUMBER: FE-P 21-11402	DATE: August 2021	DRW BY: ZA	
CAD FILE: FIG1	SCALE: Not to Scale	CHK BY: RS	

TORONTO



Legend

- Asbestos Sample Location
- Lead Sample Location

Figure 2

LOCATION:

610 Bay Street
Toronto, Ontario

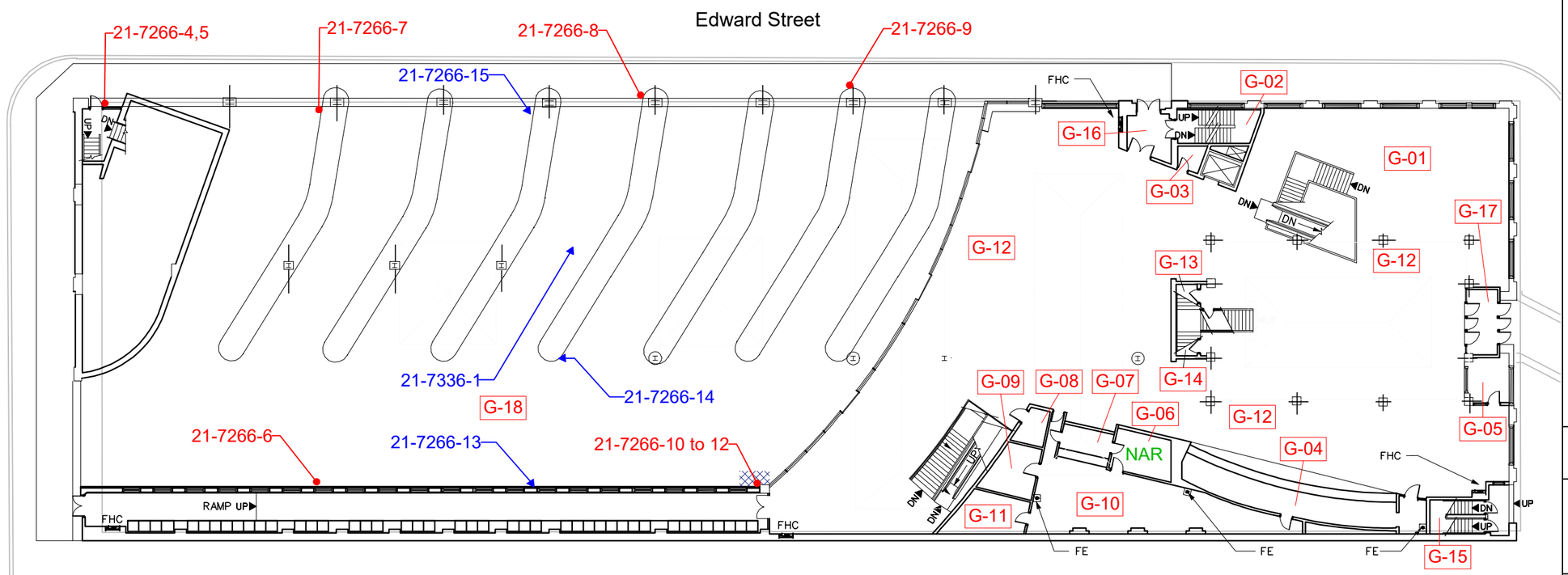
BUILDING NAME:

Toronto Coach Terminal

North West Corner Office Area-Lower Level-Concourse
Asbestos and Lead Sample Locations

CLIENT: City of Toronto			
PROJECT NUMBER: FE-P 21-11402	DATE: August 2021	DRW BY: ZA	
CAD FILE: FIG2	SCALE: Not to Scale	CHK BY: RS	

TORONTO



Legend

- Asbestos-Containing Caulking on the Wall
- 1-01 — Location Number
- NAR — No Access to Room
- Asbestos Sample Location
- Lead Sample Location

Figure 3

LOCATION:

610 Bay Street
Toronto, Ontario

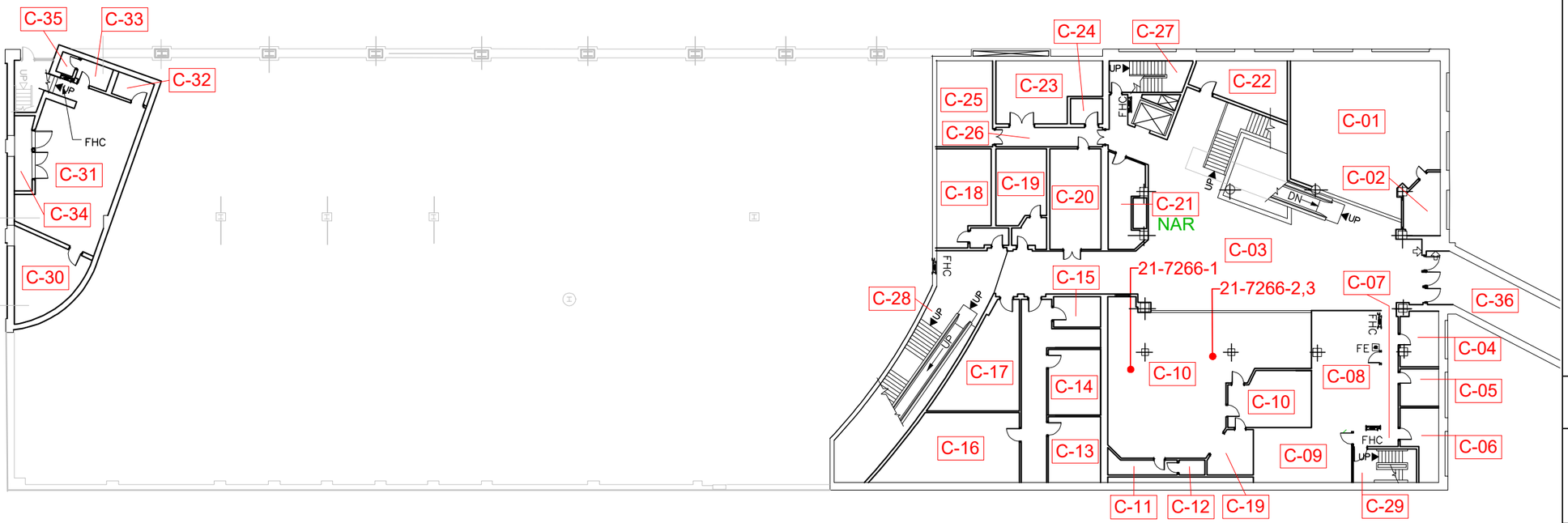
BUILDING NAME:

Toronto Coach Terminal

Street Level- Departure Building
Asbestos and Lead Sample Locations

CLIENT:	City of Toronto		
PROJECT NUMBER: FE-P 21-11402	DATE: October 2021	DRW BY: ZA	
CAD FILE: FIG3	SCALE: Not to Scale	CHK BY: RS	

TORONTO



Legend

- Asbestos-Containing Material
- 1-01 — Location Number
- NAR — No Access to Room
- Asbestos Sample Location

Figure 4

LOCATION:

610 Bay Street
Toronto, Ontario

BUILDING NAME:

Toronto Coach Terminal

Concourse Level- Departure Building
Asbestos Sample Locations

CLIENT: City of Toronto			
PROJECT NUMBER: FE-P 21-11402	DATE: October 2021	DRW BY: ZA	
CAD FILE: FIG4	SCALE: Not to Scale	CHK BY: RS	

TORONTO

APPENDIX C – SITE PHOTOGRAPHS

Photos 1, 2 – View of the **asbestos-containing** cream caulking on the wall in the Bus Bay.

Photos 3, 4 – View of lead-containing yellow paint on metal columns.

Photos 5, 6 – View of the ceiling in the Bus Bay with no lead containing paint.

Photo 7 – View of the **non-asbestos** sprayed fire proofing observed in the ceiling space above Ceiling Tiles on the lower level.

Photo 8 – View of the **non-asbestos** floor tiles observed on lower and upper level.

Ontario Association of Architects

ONTARIO GENERAL CONTRACTORS ASSOCIATION

Joint Best Practice Statement
As-Built and Record Drawings

Issued October 21, 2010

This document is issued jointly by the Ontario Association of Architects and the Ontario General Contractors Association and provides information relative to best practices in regard to dealing with and preparing as-built drawings and record drawings and conveys standard industry practice in regards to both.

The terms record drawings, as-built drawings and sometimes measured drawings are often confused and/or misused. Record drawings should not be mistaken for as-built drawings nor for measured drawings.

As-built drawings are those prepared by the contractor as it constructs the project and upon which it documents the actual locations of the building components and changes to the original contract documents. These, or a copy of same, are typically turned over to the architect or client at the completion of the project.

Record drawings are those drawings prepared by the architect when contracted to do so. These are usually a compendium of the original drawings, site changes known to the architect and information taken from the contractor's as-built drawings.

Measured drawings is the term recognized in the industry to describe the drawings prepared from on-site measurements of an existing building or space. It can be for a building to which additions or alterations will be made; or for spaces which are intended for lease and from which drawings the areas for lease purposes will be calculated.

PROCEDURE for Preparation of As-Built Drawings

General Contractors are responsible for creating "As Builts" from field data collected during the course of the project. Field data is defined as information collected on site while constructing the project that is not available from the contract documents, addenda, change orders, or site instructions. It is of importance that the Contractor record on the "As Builts" all field information relating to concealed conditions.

Contractors may be required by the contract documents to provide a greater degree of accuracy in some areas of the as-builts. The contractor should include adequate monies for this work in their tender price.

…/2

General Contractors are not responsible for the creation of record drawings and should advise any client or architect who requests something other than the standard industry practice that the contractor cannot accept this responsibility. The record drawings contain the intellectual property of the architect and should be respected.

Contractors who have the capacity to use auto cad may offer to do so voluntarily, but shall also be compensated appropriately for converting as-builts to this format. Contractors should raise this issue prior to tender closing with the tender authority and ensure that any additional costs that may be required are included in their bid.

PROCEDURE for Preparation of Record Drawings

Architects should arrange with their clients prior to executing contracts as to requirements for record drawings at the close of the project. Architects should be advising their clients that providing "record drawings" is an additional services and the appropriate cost should be included in their fees to the client. A per diem rate is one equitable arrangement which recognizes that the extent of this service is indeterminate at the outset of the project.

An architect, who is not engaged to provide general review services for both code and non-code related work, should advise their client that they are not in a position to prepare record drawings since they will not be aware of all changes during construction.

It is not unusual for clients to expect record drawings in electronic format and therefore it is prudent to determine whether the client requires the architect to generate the record set of drawings, how many copies will be required as well as the medium, prior to finalizing the Client/ Architect Contract rather than leaving it for discussion at the end of the project.

An Architect who is engaged for general review, should discuss with his/her client at the outset of the project whether or not the client will require record drawings, the format required, the extent of detail and degree of accuracy in specific areas if required and whether these will include:

- transference of information from the contractor's as-built drawings
- incorporation of known site variants not shown on as-built drawings
- incorporation of addenda into the originals
- incorporation of change orders into the originals
- incorporation of site instructions into the original

Some clients may need a greater degree of accuracy in some parts of the drawings than in others. As well, verification of specific portions of the work that was changed from the original drawings may be critical to some clients.

Ensure that appropriate statements are added to the drawings to avoid misunderstanding of the purpose and intent of the record drawings.

…/3

Establish whether as-builts to be prepared by contractor will be in hard copy or electronic format prior to bidding phases. If an electronic copy is requested it is important to define clearly what format that entails (e.g. PDF vs. AutoCad). Include the required as–built format, including required software, in the bid documents to avoid disputes in this regard at a later date.

It is recommended that architects remove their seal to help avoid the possibility that the drawings may be used as part of an application for a building permit without the architects knowledge and involvement.

It is important that the architect not represent that the record drawings are claiming to be the way that the building was in fact constructed. The following sample statement placed on the record drawing illustrates this principle:

> *"The issuance of this record drawing is a representation by the architect that the construction, enlargement or alteration of the building is in general, as opposed to precise, conformity with the design prepared and provided by the architect, but is not a representation that the construction, enlargement or alteration of the building is in conformity with a design that has been prepared or provided by others."*

It is recommended that a clear statement be made prominently on the record drawing disclaiming accuracy and completeness of information transferred from the contractor's as-built drawings. The following statement is recommended for this use:

> *"The revisions to these contract documents, reflecting the significant changes in the Work made during construction, are based on data furnished by the contractor to the architect. The architect shall not be held responsible for the accuracy or completeness of the information provided by the contractor."*

In some instances, the client may require the record drawings to incorporate all changes made via addenda and change orders. This can be extensive and prudence dictates that the client and architect should discuss and agree prior to execution of the contract whether or not this service will be required. Fees should be adjusted relative to the extent of service required.

Architects should explain to clients, and ensure that their contracts include, provisions in regard to client's use of record drawings, the copyright of the architect and the waiver in regard to the reliance on the contractor's as-built drawings.

Enquiries should be directed to:

Ontario Association of Architects
111 Moatfield Drive
Don Mills, Ontario
M3B 3L6
Phone: (416) 449-6898
Fax: (416) 449-5756
www.oaa.on.ca

Ontario General Contractors Association
703 – 6299 Airport Road
Mississauga, Ontario
L4V 1N3
Phone: (905) 671-3969
Fax: (905) 671-8212
www.ogca.ca

OAA/OGCA Take-Over Procedures

FOR USE ON PROJECTS UNDER THE CONSTRUCTION ACT, R.S.O. 1990, c C.30

Ontario Association of Architects

ONTARIO GENERAL CONTRACTORS ASSOCIATION

RECOMMENDED PROCEDURES

CONCERNING SUBSTANTIAL PERFORMANCE

OF CONSTRUCTION CONTRACTS AND COMPLETION TAKE-OVER OF PROJECTS

OAA/OGCA Document No. 100-2018

July 1, 2018

Reissued January 8, 2019

CONTENTS

A vertical bar in the right margin indicates a paragraph which have been changed for this issue.

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RECOMMENDED PROCEDURES CONCERNING SUBSTANTIAL PERFORMANCE OF CONSTRUCTION CONTRACTS AND COMPLETION TAKE-OVER OF PROJECTS

Short Title: This Document may be referred to as "OAA/OGCA TAKE-OVER PROCEDURES (CA)"

APPLICATION

This document covers procedures under the *Construction Act* for projects which *DO NOT* meet the following transition rules:

a) A contract was entered into before July 1, 2018, regardless of when any subcontract under the contract was entered into;

b) A procurement process, if any, was commenced before July 1, 2018 by the owner of the premises; or

c) In the case of a premises that is subject to a leasehold interest that was first entered into before July 1, 2018, a contract for the improvement was entered into or a procurement process for the improvement was commenced on or after July 1, 2018 and before the day subsection 19 (1) of Schedule 8 to the *Restoring Trust, Transparency and Accountability Act, 2018* came into force.

(2) For greater certainty, clauses (1)(a) and (c) apply regardless of when any subcontract under the contract was entered into.

Examples of the commencement of a procurement process includes the making of a request for qualifications, request for proposals, or a call for tenders.

INTRODUCTION

The purpose of this document is to recommend standard procedures to facilitate the closing stages of a construction *contract* and the take-over of the project by the Owner from the Contractor.

These procedures have been prepared jointly by the Ontario Association of Architects and the Ontario General Contractors Association (the "Associations") and have been approved by their governing bodies. This document is meant to be an educational treatise for all the stakeholders in the project (including the Owner, Consultants, Contractors and Subcontractors); however, the Associations recommend the use of these procedures by their respective members and Owners/clients.

The Associations also recommend that these procedures be coordinated with and form a part of the *contract* documents from the outset by reference to Document No. 100-2018.

Where a *contract* is in progress which does not provide such procedures, the Associations recommend that the *contract* be amended by agreement between the contracting parties to include these procedures to facilitate the orderly take-over of the project in the interests of all stakeholders.

GENERAL NOTES

The procedures outlined herein have been prepared in relation to the Construction Act, latest edition, hereinafter referred to as the C.A.[1], and apply to all construction *contracts*. These procedures are therefore primarily applicable to lienable projects but they may be readily adapted for use in relation to non-lienable projects.

[1] All references are to the Construction Act, R.S.O. 1990, c C.30 and the Regulations thereunder as amended by the Restoring Trust, Transparency and Accountability Act, 2018, S.O. 2018, c. 17.

DEFINITIONS

Except for Owner, Consultant, Contractor and Subcontractor which are defined in the *contract* as appropriate, all other terms and concepts used in this document that are defined in the C.A. are italicized for convenience.

Construction Trade Newspaper

The definition of the term "*construction trade newspaper*" appears in Section 1 of O. Reg. 304/18 to the C.A. latest edition, which reads as follows:

> ""construction trade newspaper" means a newspaper
>
> (a) that is published either in paper format with circulation generally throughout Ontario or in electronic format in Ontario,
>
> (b) that is published at least daily on all days other than Saturdays and holidays,
>
> (c) in which calls for tender on construction contracts are customarily published, and
>
> (d) that is primarily devoted to the publication of matters of concern to the construction industry."

Contract

The definition of the term "*contract*" appears in Section 1(1) of the C.A. latest edition, which reads as follows:

> ""contract" means the contract between the owner and the contractor, and includes any amendment to that contract; "

Contract Price

The definition of the term “price” appears in Section 1(1) of the C.A. latest edition, which reads as follows:

> ""price" means,
>
> (a) the contract or subcontract price,
>
> (i) agreed on between the parties, or
>
> (ii) if no specific price has been agreed on between them, the actual market value of the services or materials that have been supplied to the improvement under the contract or subcontract, and
>
> (b) any direct costs incurred as a result of an extension of the duration of the supply of services or materials to the improvement for which the contractor or subcontractor, as the case may be, is not responsible; "

Payment Certifier

The definition of the term "*payment certifier*" appears in Section 1(1) of the C.A. latest edition, which reads as follows:

> ""payment certifier" means an architect, engineer or any other person upon whose certificate payments are made under a contract or subcontract."

SIGNIFICANT STATUTORY REQUIREMENTS

a) The concept of "*basic holdback*" is set out in Section 22(1) of the C.A. latest edition which reads as follows:

> "22(1) Each payer upon a contract or subcontract under which a lien may arise shall retain a holdback equal to 10 per cent of the price of the services or materials as they are actually supplied under the

contract or subcontract until all liens that may be claimed against the holdback have expired or been satisfied, discharged or otherwise provided for under this Act."

b) The concept of "*substantial performance*" and "*substantially performed*" is set out in subsection (1) of Section 2 of the C.A. latest edition which reads as follows:

"(1) For the purposes of this Act, a contract is substantially performed,

(a) when the improvement to be made under that contract or a substantial part thereof is ready for use or is being used for the purposes intended; and

(b) when the improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at a cost of not more than,

(i) 3 per cent of the first $1,000,000 of the contract price,

(ii) 2 per cent of the next $1,000,000 of the contract price, and

(iii) 1 per cent of the balance of the contract price."

c) Attention is drawn to subsection (2) of Section 2 of the C.A. latest edition which reads as follows:

"(2) For the purposes of this Act, where the improvement or a substantial part thereof is ready for use or is being used for the purposes intended and the owner and the contractor agree not to complete the improvement expeditiously, the price of the services or materials remaining to be supplied and required to complete the improvement shall be deducted from the contract price in determining substantial performance."

d) The concept of "*separate holdback for finishing work*" is set out in Section 22(2) of the C.A. latest edition which reads as follows:

"22(2) Where the contract has been certified or declared to be substantially performed but services or materials remain to be supplied to complete the contract, the payer upon the contract, or a subcontract, under which a lien may arise shall retain, from the date certified or declared to be the date of substantial performance of the contract, a separate holdback equal to 10 per cent of the price of the remaining services or materials as they are actually supplied under the contract or subcontract, until all liens that may be claimed against the holdback have expired or been satisfied, discharged or otherwise provided for under this Act."

e) The concept of "*completed*" is set out in subsection (3) of Section 2 of the C.A. latest edition which reads as follows:

"(3) For the purposes of this Act, a contract shall be deemed to be completed and services or materials shall be deemed to be last supplied to the improvement when the price of completion, correction of a known defect or last supply is not more than the lesser of,

(a) 1 per cent of the contract price; and

(b) $5,000."

f) Multiple improvements under a contract are considered in Section 2 of the C.A. latest edition which reads as follows:

"(4) If more than one improvement is to be made under a contract and each of the improvements is to lands that are not contiguous, then, if the contract so provides, each improvement is deemed for the purposes of this section to be under a separate contract."

STAGE 1 CONTRACT SUBMISSIONS

1.1 Submit all documentation required under the *contract*.

SUBSTANTIAL PERFORMANCE

STAGE 2 CONTRACTOR'S INSPECTION FOR *SUBSTANTIAL PERFORMANCE*

2.1 When the Contractor is of the opinion that the requirements of substantial performance as defined in the C.A. and as set out above have been met, the Contractor shall make arrangements for an inspection of the Work to be undertaken at the earliest opportunity, giving written notice of this to the Consultant and/or *payment certifier* for information only.

2.2 The inspection team shall be comprised of:

(a) the Contractor and/or the Contractor's representative(s)

(b) the prime mechanical and electrical Subcontractors and/or their representative(s)

(c) any other Subcontractors and/or Subcontractors' representative(s) whose participation may be required by the Contractor in order to fully determine the Work to be completed.

2.3 Upon completion of this inspection a list of all uncompleted and unsatisfactory work which is identified during the inspection shall be prepared by the Contractor and shall be issued to all members of the inspection team and the Consultant and/or *payment certifier*.

2.4 Contractors that elect not to go through Stages 2 and 3 for substantial performance certification and publication of same, and apply for *contract* completion as defined, shall proceed to Stage 6 provided requirements under 3.2(b) have been provided; and in this case there shall be only one lien period for only one certification for *basic holdback* release. Where no certificate for substantial performance is obtained and published, the time for preserving liens will run from the date upon which the *contract* is deemed *completed* by the *payment certifier* or Owner and Contractor and certification for the purpose of the release of the basic and finishing holdback shall occur upon the expiry of the 60 day lien period which commences on the day of completion. This section applies in circumstances where the *contract* has not been abandoned or terminated earlier.

STAGE 3 CONTRACTOR'S APPLICATION FOR CERTIFICATE OF *SUBSTANTIAL PERFORMANCE*

3.1 When the Contractor has carried out the steps in Stage 2 and has determined that the requirements for substantial performance of the *contract* have been met, the Contractor shall then make a written application to the Consultant and/or *payment certifier* for a certificate of substantial performance. If there is no *payment certifier*, the Owner and the Contractor shall make the determination jointly and shall both sign the certificate of substantial performance.

3.2 This application shall include:

(a) A statement to the Owner through the Consultant and/or *payment certifier* to the effect that:

(i) the *contract* is *substantially performed*, and

(ii) the phase of the performance of the balance of the *contract* is in process and completion is scheduled for the ..... day of ....., 20..... Where the balance of the *contract*, or a part or parts thereof, cannot be performed forthwith, as has been agreed by Owner and Contractor, the Contractor's statement shall contain a completion date for each phase of the balance of the *contract*.

(b) the submission of all documentation required under the *contract*.

(c) A statement of completion with the cost values of:

(i) Work to be completed including correction of unsatisfactory work;

(ii) Outstanding items referred to in 3.2(b);

(iii) Work which the Owner and the Contractor agree in writing is to be deferred to a later date.

(d) An invoice showing the amount of *basic holdback* monies due for release and payment following the issue of the certificate of substantial performance.

(e) A Statutory Declaration and Workplace Safety & Insurance Board (WSIB) Certificate of Clearance are required before the payment covering the release of *basic holdback* can be released.

3.3 (a) Within 10 calendar days of the receipt of the Contractor's completed application, the Consultant and/or *payment certifier* shall carry out a review and assessment of the work, to determine whether the *contract* has been *substantially performed*. The Owner may take part in the review but the determination as to whether the *contract* has been *substantially performed* is to be made by the Consultant and/or *payment certifier*.

(b) Within 7 calendar days of the Consultant and/or *payment certifier*'s review and assessment, the Consultant and/or *payment certifier* shall notify the Contractor of its determination as to whether or not the *contract* has been *substantially performed*. In the event that the Consultant and/or *payment certifier* determines that the *contract* has not been *substantially performed*, the Consultant and/or *payment certifier* shall so notify the Contractor in writing within 7 calendar days of the review and assessment, and shall also provide the Contractor with a detailed explanation as to why such determination has been made.

(c) In the event that the Contractor's application for substantial performance is not accepted by the Consultant and/or *payment certifier*, the Contractor shall complete the work necessary to achieve substantial performance of the *contract* as previously defined and the Contractor shall submit a subsequent application for substantial performance thereafter.

3.4 The Contractor's application for substantial performance and the Contractor's application for the release of *basic holdback* shall be separate from the applications for regular monthly progress payments and the latter shall continue to be made in the ordinary course throughout the duration of the *contract*.

STAGE 4 CERTIFICATE OF *SUBSTANTIAL PERFORMANCE*

4.1 If the Consultant and/or *payment certifier* determines that the *contract* has been *substantially performed*, the Consultant and/or *payment certifier* (or where there is no *payment certifier*, the Owner and Contractor jointly) shall certify the substantial performance of the *contract* by preparing and signing a certificate in Form 9 prescribed by the C.A., a copy of which may be found in Appendix A hereto. The Consultant and/or *payment certifier* or the Owner and Contractor jointly, as the case may be, shall set out in the certificate the date on which the *contract* was *substantially performed*. The Consultant and/or *payment certifier* shall give a copy of the certificate to the Owner and to the Contractor within 7 days of signing it.

4.2 The Contractor shall publish a copy of the certificate of substantial performance once in a *construction trade newspaper* and shall provide the *payment certifier* with proof of the date of publication. The day following the date of publication shall be the date of commencement of the 60 day period prior to release of the *basic holdback* monies.

4.3 The Contractor's and Contractor's Subcontractors' forces shall continue to work towards completion during the 60 day period mentioned in Stage 4.2.

(NOTE: See Appendix A hereto for sample of the prescribed form of the certificate of substantial performance.)

STAGE 5 CERTIFICATE FOR PAYMENT OF *BASIC HOLDBACK* MONIES

5.1 The Consultant and/or *payment certifier* shall prepare the certificate for payment of the *basic holdback* monies and promptly upon receipt of the application for payment and the documentation as listed in 4.2 and 3.2(d) above, required for release of these monies, issue the certificate to the Owner, with a copy to the Contractor. The certificate shall be dated for payment one day after the date of expiry of the prescribed 60-day period for the preservation of liens.

5.2 Upon issuing the certificate for payment of the *basic holdback* monies, the Consultant and/or *payment certifier* shall advise the Owner to verify that no liens have been preserved as at the end of the 60-day period.

5.3 The Consultant and/or *payment certifier* shall simultaneously notify the Owner that, provided no liens exist, payment of *basic holdback* shall be due and payable one day after the date of expiry of the prescribed 60-day period for the preservation of liens.

5.4 The Consultant and/or *payment certifier*'s certificate for the payment of the *basic holdback* monies shall be in the amount shown in the Contractor's application, as approved by the Consultant and/or *payment certifier*, for the certificate of substantial performance.

5.5 Before the expiry of the 60-day period, the Consultant and/or *payment certifier* shall advise the Owner and the Contractor to review all forms of insurance to ensure adequate coverage for all parties.

5.6 The release of any monies which are due and payable after the release of the *basic holdback* shall occur in accordance with the terms of the *contract* and the provisions of the C.A. In the case of the latest edition of CCDC 2, CCDC 3, and CCDC 5B forms of contract, the Owner may be asked by the Contractor to place the *basic holdback* in a separate bank account in the joint names of the Owner and the Contractor 10 days prior to the expiry of the 60-day period unless previously placed in a separate trust account.

STAGE 6 CONTRACTOR'S COMPLETION OF THE CONTRACT

6.1 (a) When the Contractor is satisfied that the *contract* is *completed* as defined in subsection (3) of Section 2 of the C.A., and after making an inspection, the Contractor shall forward the inspection report and make a written request to the Consultant and/or *payment certifier* for a review and assessment of the work. The Consultant and/or *payment certifier* shall, in turn, notify the Owner of the Contractor's request. The Contractor's request shall include a statement as to the amount of monies for the *separate holdback for finishing work* due for release and payment upon expiry of the 60-day period from the date the *contract* is *completed*. This review and assessment by the Consultant and/or *payment certifier* shall be carried out within 10 calendar days of the Contractor's request and shall constitute the review and assessment which is a precondition to the issuance of the statement of completion and issuance of the certificate for payment for the work performed to the date of the completion.

(b) The Contractor shall submit to the Consultant and/or *payment certifier* for review and approval the balance of the documents required under Stage 1.

(c) The Contractor shall submit to the Consultant and/or *payment certifier* an invoice for the finishing holdback.

(d) The Contractor shall submit to the Consultant and/or *payment certifier*, a Statutory Declaration listing outstanding accounts and monies paid and Workplace Safety & Insurance Board (WSIB) Certificate of Clearance with the invoice before the payment covering the release of the finishing holdback can be released.

6.2 The final review of the work for the purpose of issuing a statement of completion shall be conducted by:

(a) the Consultant and/or *payment certifier* and such Consultants as he may require

(b) the Contractor, and any Subcontractors deemed necessary by the Contractor

(c) the Owner, at his option

6.3 Within 7 calendar days of the review and assessment, the Consultant and/or *payment certifier* shall notify the Contractor of approval of the Contractor's application by issuance of a statement of completion which will establish the date of completion. In the event that the Consultant and/or *payment certifier* does not determine the *contract* to be complete, the Consultant and/or *payment certifier* shall so notify the Contractor in writing within 7 calendar days of the review and shall provide to the Contractor in writing the reasons for such determination.

6.4 If, as a result of its review and assessment of the work, the Consultant and/or *payment certifier* determines that there are deficiencies in the work performed by the Contractor or its Subcontractors, the Consultant and/or *payment certifier* shall provide to the Contractor a list of such deficiencies. In the event that the Contractor's application for a statement of completion is accepted, such list shall constitute the final deficiency list, for the purpose of acceptance of the work under the *contract*. If the Contractor's application for a statement of completion is not accepted, the Consultant and/or *payment certifier* may issue a final list of deficiencies upon subsequently accepting a further application for a statement of completion.

6.5 Deficiencies shall be corrected by a date mutually agreed upon between the Consultant and/or *payment certifier* and the Contractor, unless a specific date is otherwise required by the *contract*. Upon rectification of the deficiencies, a further review and assessment by the Consultant and/or *payment certifier* shall be called for by the Contractor and such review and assessment shall take place within 7 calendar days from the date of the Contractor's request.

(NOTE: See Appendix B hereto for sample of the prescribed form of the Statement of Contract Deemed Completed)

STAGE 7 CERTIFICATE FOR PAYMENT OF MONIES FOR FINISHING HOLDBACK

7.1 Upon receipt of documentation under 6.1 above, and issuance of the Consultant and/or *payment certifier*'s statement of completion, the Consultant and/or *payment certifier* shall prepare the certificate for payment of the monies retained as a *separate holdback for finishing work*. This certificate shall be dated one day after the expiry of the 60-day period which commences on the day following the date the *contract* is determined to have been *completed*.

7.2 Upon issuing the certificate for payment of monies retained as a *separate holdback for finishing work*, the Consultant and/or *payment certifier* shall advise the Owner to verify that no liens have been preserved as at the end of the 60-day period.

7.3 The Consultant and/or *payment certifier* shall simultaneously notify the Owner that, provided no liens have been preserved, payment of the monies for the *separate holdback for finishing work* is due and shall be payable one day after termination of the 60-day period.

7.4 The Consultant and/or *payment certifier*'s certificate for payment of the monies retained as a *separate holdback for finishing work* shall be in the amount requested in the Contractor's application, for a statement of completion, as approved by the Consultant and/or *payment certifier*.

STAGE 8 FINAL PAYMENT CERTIFICATE

8.1 At the completion of Stage 6, when the Consultant and/or *payment certifier* is satisfied that all deficiencies and uncompleted work, as established under Stage 6.4, have been corrected, and upon receipt of the Contractor's invoice for final payment, the Consultant and/or *payment certifier* shall issue to the Owner, with a copy to the Contractor, a final certificate for payment for the remaining monies due to the Contractor under the *contract*.

8.2 Final payment shall be made to the Contractor as stipulated in the certificate, no later than five days after its issuance or as provided in the *contract*.

STAGE 9 WARRANTY-GUARANTEE PERIOD(S)

9.1 The warranty-guarantee period(s) for the *contract* shall commence on the date of substantial performance (i.e. not necessarily the date of publication of the certificate) or as stipulated otherwise in the *contract* documents.

9.2 In the event that a certificate of substantial performance was not issued and *contract* documents do not stipulate otherwise, the warranty-guarantee period(s) shall commence on the date of completion.

9.3 The Owner shall give prompt notice, in writing to the Contractor and Consultant and/or *payment certifier* of any defects (as defined by the *contract*) noted during the one year warranty-guarantee period.

9.4 Prior to the completion of the one year warranty period, the Consultant and/or *payment certifier* and such Consultants as the Consultant and/or *payment certifier* may require will carry out a review of the work for any defects or deficiencies including those that have been observed by the Owner during the warranty period and will notify the Contractor in writing of those items requiring attention by the Contractor to complete the terms of the *contract*.

APPENDIX A

FORM 9

CERTIFICATE OF SUBSTANTIAL PERFORMANCE OF THE CONTRACT UNDER SECTION 32 OF THE ACT

Construction Act

……

(County/District/Regional Municipality/Town/City in which premises are situated)

……

(street address and city, town, etc., or, if there is no street address, the location of the premises)

This is to certify that the contract for the following improvement:

……

(short description of the improvement)

to the above premises was substantially performed on ……

(date substantially performed)

Date certificate signed: ……

…….. ……

(payment certifier where there is one) (owner and contractor, where there is no payment certifier)

Name of owner: ……

Address for service: ……

Name of contractor: ……

Address for service: ……

Name of payment certifier (where applicable): ……

Address: ……

(Use A or B, whichever is appropriate)

☐ A. Identification of premises for preservation of liens:

……

(if a lien attaches to the premises, a legal description of the premises, including all property identifier numbers and addresses for the premises)

☐ B. Office to which claim for lien must be given to preserve lien:

……

(if the lien does not attach to the premises, the name and address of the person or body to whom the claim for lien must be given)

APPENDIX B

NOTE User to complete info shown in RED. Change font colour to Black. DELETE THIS NOTE.

Date

Owner's Company Name
Street Address
Suite number
City, Province or State
Postal Code
Country

Attn: Owner or Owner's Agent

Re: **Statement of Deemed Completion of a Contract**
For the Purposes of the Construction Act
Project Description
Project Location

Proj No: nn.nnnnn.nn

Building Permit No: XXXXXXX

Dear Owner or Owner's Agent,

Based on our general review of the project, in our opinion, to the best of our knowledge, information and belief, the construction contract for the above referenced project has been deemed complete pursuant to the provisions under Section 2(3) of the Construction Act, R.S.O. 1990.

The date of deemed completion of the contract was determined to be yyyy mm dd.

Accordingly, the Construction Act provides that outstanding lien holdback monies may be released to the contractor on the day following the conclusion of the sixty (60) day period next following the date the contract was "deemed completed", provided no liens exist relative to this contract.

A Certificate for Payment and accompanying documentation is being prepared for the outstanding lien holdback monies.

We trust that the above is understood. Should you have any questions with regard to the above, or have any information that would alter our determination please contact the undersigned.

Yours Truly,

Architectural Firm Name
per:

Your Name
Working Title
Officer Status

cc: Contractor's Rep, Contractor's Company Name