



THE REGIONAL MUNICIPALITY OF HALTON

REQUEST FOR QUOTATIONS

FOR

**EXTERIOR CAULKING AT CREEK WAY VILLAGE LONG
TERM CARE HOME AND WASHROOM RENOVATION
AT POST INN VILLAGE CHILDCARE CENTRE**

QUOTATION # Q-890-25

BIDS SHALL BE SUBMITTED VIA THE BIDDING SYSTEM AT
<https://haltonregion.bidsandtenders.ca>

******* ELECTRONIC SUBMISSIONS ONLY *******



Supplementary Instructions to Bidders

Contract No. Q-890-25

Exterior Caulking at Creek Way Village Long Term Care Home and Washroom Renovation at Post Inn Village Childcare Centre

1. Key Bid Dates:

a. **Bid Issue Date:** Tuesday, March 11th, 2025.

b. **Pre-Bid Meeting and Site Visit:**

A **Non-Mandatory Site Meeting** will be held at Creek Way Long Term Care Home and Post Inn Village Childcare Centre at the following date and times:

Address: Creek Way Village Long Term Care Home, 5200 Corporate Dr, Burlington, ON L7L 7G7

Meeting Sign in location: Front entrance

Date and Time: Friday, March 14th, 2025, at 2:00 pm ET

Address: Post Inn Village Childcare Centre, 203 Georgian Dr, Oakville, ON L6H 7H9

Meeting Sign in location: Front entrance

Date and Time: Friday, March 14th, 2025, at 3:00 pm ET

Attendees will be met at the Front entrance lobby by the Regional Representative. The site meeting will begin promptly at the designated time. Bidders are encouraged to arrive prior to the time indicated above in order to sign in.

Refer to section 7 “Pre-Bid Meeting, Site Visit and Site Conditions” of the Instructions to Bidders for further information.

c. **Question Deadline Date:** Wednesday, March 19th, 2025, at 2:00 pm ET

Any questions regarding this bid document are to be submitted in writing through Halton Region’s Public Procurement Website (<https://haltonregion.bidsandtenders.ca>) by using the “Submit a Question” feature. Refer to section 2 “Any Communications” of the Instructions to Bidders for further information.

d. Bid Closing Date and Closing Time:

Wednesday, March 26th, 2025, at 2:00 pm ET

e. Irrevocability Period: 90 days from the Closing Date.

Please note, should the Bidder complete any obligations, including submitting completed documentation, after the Irrevocability Period, the Irrevocability Period shall be extended by the number of days of the delay and the Bidder shall not be entitled to an extension of Contract Time or delay claims as a result of said delay.

2. Key Construction Milestones

- a. Commence Work:** The successful Bidder shall commence the Work within two (2) weeks from the receipt of the Notice of Award letter.
- b. Ready-for-Takeover:** The successful Bidder shall achieve Ready-for-Takeover **by the earlier of:** twelve (12) weeks from the commence work date, or as per the agreed schedule.
- c. Completion:** The successful Bidder shall achieve Completion by four (4) weeks from **Ready-for-Takeover**.

Please note, in the event of any conflicting or inconsistent provisions between the Agreement Term Sheet and these terms and conditions, the Agreement Term Sheet shall always prevail and take precedence with respect to any such conflicting or inconsistent provisions.

3. Vendor Performance Management Policy

The Vendor Performance Management Policy shall not apply to the successful Bidder's Contract.

4. List of Bid Documents

Below is a list of Bid Documents included within this Request for Tender:

Bid Documents	No. of Pages
Cover Page	1
Supplementary Instructions to Bidders	3
Instructions to Bidders	42
CCDC 2- 2020 Stipulated Price Contract	30
CCDC 2 2020 Supplementary Conditions	64
Appendix 1 to the Supplementary Conditions – Agreement Term Sheet	1
Appendix 2 to the Supplementary Conditions – Proper Invoice Requirements	5
Appendix 3 to the Supplementary Conditions – Insurance	3
Technical Specifications	69

Bid Documents	No. of Pages
Appendix A: Drawings Set (Creek Way Village Long Term Care Home)	5
A-1 Site Plan and General Notes	
A-2 East Side and West Side Elevations	
A-3 Interior Courtyard Elevations	
B-1 Site Plan and General Notes	
B-2 Demolition and Proposed Plans	
Appendix B: Drawings Set (Post Inn Village)	4
M100 Mechanical Specifications, Legends, Details	
M101 Plumbing – Demolition & Construction Plan, Children’s Washroom - 1	
M102 Plumbing – Demolition & Construction Plan, Children’s Washroom - 2	
E100 Electrical Plan	
Appendix C: Asbestos Assessment, PIV The Village School (July 18, 2023)	59
TOTAL PAGES	286
All other documents issued with this Request for Quotation that are not listed above	



INSTRUCTIONS TO BIDDERS

February 2025

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1. DEFINITIONS

“Act” means the Construction Act, R.S.O. 1990, CHAPTER C.30;

“Addendum” or “Addenda” means a change, addition or to respond to questions in relation to the Request for Quotation;

“Agreement” means the Agreement between the Region and the Contractor for the performance of the Work, included in Appendix “A” of the Instructions to Bidders;

“Award” means the award of a Contract by the Region to one (1) or more Bidders;

“Bid” means a Bidder submission offered in response to a procurement solicitation;

“Bidder” means a Vendor that submits a Bid;

“Bid Documents” means the documents included in this Request for Quotation as listed in the Supplementary Instructions to Bidders, and any Addenda issued;

“Bid Security” means the security submitted by the Bidder with its Bid, which provides financial protection to the Region should the successful Bidder not enter into the Contract;

“Bidding System” or “Public Procurement Website” means the Region’s publicly accessible procurement website for issuing procurement solicitations and/or receiving Bids;

“Closing Date” and “Closing Time” means the deadline for submission of Bids as indicated in the Supplementary Instructions to Bidders;

“Construction” means any construction, reconstruction, demolition, repair or renovation of a building, structure, road or other engineering or architectural work;

“Contract” means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the Region and one (1) or more Contractors for the supply of Goods, Services and/or Construction, or a combination thereof;

“Contract Documents” consist of those documents listed in Article A-3 of the Agreement –
CONTRACT DOCUMENTS;

“Contract Price” means the amount stipulated in Article A-4 of the Agreement –
CONTRACT PRICE;

“Contractor” means the successful Bidder in respect of whose Bid an Award is made;

“Designated Sourcing Representative” means the Regional staff in Supply Chain Management responsible for the entire process until a Contract is Awarded by the Region;
 “Goods” means material, furniture, merchandise, equipment, stationery and other supplies and goods, including any incidental services;

“HST” means taxes payable under the *Excise Tax Act*, R.S.C. 1985, c.E-15, or any tax that replaces HST;

“Irrevocability Period” means the duration in which the Bid shall remain irrevocable and open to Award by the Owner and is the duration indicated in the Supplementary Instructions to Bidders;

“Letter of Intent” means the letter sent by the Region to a Bidder following the Bid review period, indicating the Region’s intent to Award subject to Senior Management and/or Regional Council approval, the Bidder’s fulfilment of the requirements of the Request for Quotation;

“Notice of Award” means the letter sent by the Region to the successful Bidder confirming the Award of the Contract and directing them to commence performance of the Work, that the Bidder must execute and send back to the Region;

“Owner”, “Region”, “Halton” and “Halton Region” means The Regional Municipality of Halton;

“Plan Taker” means one who downloads documents associated with the bid opportunity via the Bidding System;

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

“Proper Invoice” means an application for payment as defined in section 6.1 of the Act and the Region’s Contract Documents;

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

“Request for Quotations” or “RFQ” means a procurement solicitation that includes commercial terms and is typically lower value than a request for tender, with clearly defined scope of Goods, Services and/or Construction where cost is the primary evaluation criterion when making an Award;

“Schedule of Prices” means the schedule supplied as part of the Request for Quotation for the purposes of inputting pricing for the Work, which shall be completed by the Bidder and submitted back to the Region in its entirety through the Bidding System. Any reference in the Contract Documents to Bid Form shall be deemed to refer to Schedule of Prices;

“Services” means a non-physical, intangible Product resulting from a Vendor’s performance that cannot be stored or transported and that comes into existence at the time it is bought or consumed;

“Specifications” means that portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for Products, systems, workmanship, quality, and the services necessary for the performance of the Work;

“Supplementary Instructions to Bidders” means amendments to the Instructions to Bidders, issued as a separate document, which describe instructions unique to the Region and/or a particular Project;

“Suspension” means that, for the specified duration of the Suspension, the Suspended Vendor will not be permitted to participate in any procurement solicitations, as a Vendor or subcontractor, including prequalification processes, issued by the Region and “Suspend” and “Suspended” have corresponding meaning;

“Total Bid Price” means the price stipulated in the Schedule of Prices in the Bidding System;

“Vendor” means any legal person or entity providing or interested in providing Goods, Services and/or Construction, including suppliers, contractors, consultants and other service providers;

“Vendor Code of Conduct” means the Region’s Vendor Code of Conduct as available on the Region’s website at www.halton.ca;

“Vendor Performance Management Policy” means the policy outlining the Region’s process for evaluating Vendor performance of Contracts and the consequences resulting from “Unacceptable” performance, as may be amended from time to time;

“Work” has the meaning indicated in the Contract Documents.

2. ANY COMMUNICATIONS

2.1 Any questions regarding this Request for Quotation are to be submitted in writing through Halton Region’s Public Procurement Website (<https://haltonregion.bidsandtenders.ca>) by using the “Submit a Question” link associated with this bid request. Questions or clarification requests received by telephone or e-mail will not be accepted. Questions are to be submitted no later than the date indicated in the Supplementary Instructions to Bidders.

2.2 The Region reserves the right to neither accept nor consider any questions received after 4:00 P.M on the date indicated on the Supplementary Instructions to Bidders. The Region will review all questions received and prepare a response that is made available as an Addendum, if necessary, to all Plan Takers.

- 2.3 It will be the Bidder's responsibility to clarify with the Region any questions arising from this Request for Quotation or any matter they consider unclear in accordance with this section before submitting their Bid. Under no circumstances shall Bidders rely upon any information or instructions from the Region, its employees, or its agents, unless the information or instructions are provided in writing in the form of an Addendum.
- 2.4 A Bidder or its representative(s) will only communicate with the Designated Sourcing Representative for the Bid. A Bidder or its representative(s) shall not communicate with any other Regional staff or elected officials from the time of issuance of this Request for Quotations until the final Award. The Region reserves the right to disqualify any Bidder who contravenes this prohibition.
- 2.5 A Bidder or its representative(s) shall not threaten, harass nor intimidate staff, elected officials or any other supplier from bidding on a Regional solicitation or performing a Regional Contract. The Region reserves the right to disqualify any Bidder who contravenes this prohibition.

3. REGISTERED PLAN TAKER

- 3.1 Bid documents are available online via the Bidding System at <https://haltonregion.bidsandtenders.ca>. A Vendor that subscribes to the Bidding System can login to their account to purchase and download the bid document(s) without the preview watermark. A Vendor that does not subscribe to the Bidding System may choose to purchase a one-time only download of this bid opportunity. Bid documents are only available via the Bidding System and will not be provided in any other format.
- 3.2 All Bidders shall have a Bidding System account and be registered as a Plan Taker for this bid opportunity, which will enable the Bidder to download the bid document without the watermark preview, to receive Addenda/Addendum email notifications, download Addenda and to submit their Bid electronically through the Bidding System. To ensure receipt of the latest information and updates via email regarding this bid, the onus is on the Bidder to create a Bidding System account and register as a Plan Taker for the bid opportunity.
- 3.3 Bidders must be registered as a Plan Taker for this bid opportunity on the Bidding System in order to submit a Bid. Should the Region receive a Bid that is subsequently found to be from a Bidder that is not a registered Plan Taker, the Region reserves the right to remove the Bid from further consideration.

4. ELECTRONIC BID SUBMISSION ONLY

- 4.1 Bids shall be submitted via the Bidding System no later than the Closing Date and Closing Time specified in the Supplementary Instructions to Bidders.
- 4.2 **Only Bids submitted via the Bidding System will be accepted.** Bids submitted by any other method or format will be automatically rejected. It is the sole

- responsibility of each Bidder to make sure that their Bid is delivered and received by the Bidding System by the Closing Date and Closing Time. Bids received after the specified Closing Date and Closing Time will not be accepted by the Bidding System.
- 4.3 There will not be a public Bid opening. When the Bids are opened, the unofficial bid results will be posted on the Bidding System at <https://haltonregion.bidsandtenders.ca>.
- 4.4 Bidders are cautioned that the timing of their Bid submission is based on when the Bid is successfully received by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed for a number of reasons, including the file transfer size, transmission speed, etc.
- 4.5 The Region shall not be liable for any costs, expenses, loss or damage resulting from any technical difficulty with the Bidding System, including, without limitation, computer system failures of either the Bidder or the Region's Bidding System service provider, a power failure, delays caused by internet/network traffic and/or failure of any computer system element.
- 4.6 For the above reasons, the Region recommends that Bidders allow sufficient time to upload their Bid and attachment(s) (if applicable). The Closing Date and Closing Time shall be determined by the clock used by the Bidding System.
- 4.7 The Region also encourages Bidders to take advantage of the Bidding System feature that allows Bidders to view their uploaded documents prior to submission of their Bid. Bidders are solely responsible for ensuring that they can access the Bidding System and submit their Bid before the Closing Date and Closing Time.
- 4.8 The Bidding System will send a confirmation email to the Bidder advising that their Bid was submitted successfully. If you do not receive a confirmation email, contact technical support at Bids & Tenders via telephone at 1-800-594-4798 or email: support@bidsandtenders.ca.

5. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS IN REGION'S DOCUMENT (ADDENDUM)

- 5.1 Should a Bidder find omissions from or discrepancies in any Contract Documents or be in doubt as to the meaning or any part of the Contract Documents, the Bidder shall immediately notify the Region in writing.
- 5.2 Through Addendum, the Manager, Strategic Sourcing may:
- a) revise, delete, add to or substitute any part of the Bid Documents;
 - b) extend the Closing Date; or
 - c) provide a written explanation or interpretation of this Request for Quotations.

- 5.3 No oral explanation or interpretation by the Region shall modify any of the requirements or provisions of the Bid Documents.
- 5.4 Bidders are advised that Addenda will be posted at <https://haltonregion.bidsandtenders.ca> under the applicable bid call.
- 5.5 The Bidding System will attempt to notify each Plan Taker by email, of the issuance of an Addendum to the Bid Documents. The Bidding System will use the email address supplied by the Plan Taker at the time of purchase of the Bid Documents. The Region will not be responsible for missing or invalid email addresses.
- 5.6 It is the Bidder's responsibility to view and/or download all applicable Addenda prior to submitting a Bid. Addenda form part of the Bid Documents and must be taken into consideration when submitting a Bid.
- 5.7 Bidders shall acknowledge receipt of any Addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each Addendum/Addenda and any applicable attachments that have been issued before a Bidder can submit their Bid.
- 5.8 It is the responsibility of the Bidder to ensure they have received all Addendum/Addenda that have been issued. Bidders should check online at <https://haltonregion.bidsandtenders.ca> prior to submitting their Bid to confirm all Addendum/Addenda have been received.
- 5.9 If a Bidder submits their Bid at any time prior to the Closing Date and Closing Time and an Addendum/Addenda is subsequently issued by the Region after the submission of the Bid, the Bidding System will automatically **WITHDRAW** the Bid submission and change the Bid submission to an **INCOMPLETE STATUS**. A Bid with an incomplete status will **NOT be accepted by the Region**. The withdrawn Bid can be viewed by the Bidder in the **"MY BIDS"** section of the Bidding System. The Bidder is solely responsible to:
- a. Make any required adjustments to their Bid;
 - b. Acknowledge the Addendum/Addenda; and
 - c. Ensure that the re-submitted Bid is successfully received by the Bidding System no later than the Closing Date and Closing Time.

6. WITHDRAWAL OR REVISION OF BIDS

- 6.1 Bidders may edit or withdraw their Bid submission through the Bidding System prior to the Closing Date and Closing Time. If the Bidder wishes to re-submit a Bid, the Bidder is solely responsible to:
- a. Make any required adjustments to their Bid;
 - b. Acknowledge the Addendum/Addenda; and

- c. Ensure the re-submitted Bid is successfully received by the Bidding System no later than the Closing Date and Closing Time.
- 6.2 Requests to withdraw Bids received by the Bidding System will not be considered after the Closing Date and Closing Time.

7. PRE-BID MEETING, SITE VISIT AND SITE CONDITIONS

- 7.1 Bidders are responsible to conduct any site examinations deemed necessary by the Bidder for the proper preparation of a Bid and/or to make themselves aware of all conditions that may affect the work. Nothing in this Request for Quotations shall relieve the Bidders from undertaking all investigation and clarification on all matters related to this Request for Quotations. No allowance will be made for additional costs nor will any claim be considered in connection with conditions or circumstances that could have been reasonably ascertained by the Bidders had reasonable efforts been made prior to the Closing Date and Closing Time.
- 7.2 If a pre-bid meeting and site visit is required, details will be provided in the Supplementary Instructions to Bidders.
- 7.3 General Instructions for pre-bid meetings and site visits:
- 7.3.1 The site meeting will begin promptly at the designated time. Bidders are encouraged to arrive prior to the time indicated in order to sign in.
 - 7.3.2 Attendees will be provided with an overview of the project. It is the responsibility of each Bidder to conduct a sufficient investigation of the site(s) and of the Work and obtain all required information about local conditions to be met with during the Work prior to submitting their Bid. The Bidders shall make their own estimates and measurements of the facilities and difficulties that may be encountered. Bidders may not claim at any time after submission of the Bid that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions evident or apparent during the Bid period.
 - 7.3.3 The Region will not be held responsible for a Bidder's failure to obtain such information in section 7.3.2. The Region assumes no responsibility and will not pay additional costs for any omissions in the bid submission as a result of site-specific conditions that Bidders could have seen if they visited the site(s).
 - 7.3.4 It is the responsibility of the Bidder to verify actual site conditions and measurements. The price submitted is for the completed Work, including all items which may not have been mentioned but are required to complete the scope of Work.
- 7.4 Mandatory Site Meeting Instructions (where applicable):

7.4.1 Where there is a mandatory site meeting(s), Bidders who fail to attend and register their attendance at the mandatory site meeting(s) will be disqualified from submitting a Bid.

7.4.2 At the Region's discretion, a Bidder that arrives late to the mandatory site meeting(s) may be disqualified from submitting a Bid.

7.5 Non-Mandatory Site Meeting Instructions (where applicable):

7.5.1 Where there is a non-mandatory site meeting(s), Bidders are not required to attend the site meeting(s) in order to submit a Bid. However, the Region strongly recommends that Bidders attend the site meeting(s) in order to familiarize themselves with the existing conditions prior to submitting their Bid.

8. SCHEDULE OF PRICES & TOTAL BID PRICE

8.1 Bidders shall complete and submit the Schedule of Prices through the Bidding System.

8.2 The Total Bid Price shall be in Canadian Dollars and shall include the furnishing of all materials, supplies and equipment and the provision of all labour, construction tools and equipment, utility and transportation services necessary to perform and complete all the Work required under the Contract, including all miscellaneous Work, whether specifically included in the Contract Documents or not. Goods and Services rendered will be billed to actual expenses, in accordance with the rates as Bid.

8.3 The Total Bid Price does not include HST.

8.4 It is the intention of the Contract Documents to provide finished Work. Any items omitted therefrom which are clearly necessary for the completion of the Work or its appurtenances shall be considered a portion of the Work though not directly specified and/or shown or called for in the Contract Documents and shall be included in the Total Bid Price.

8.5 Failure to complete any part of the Schedule of Prices or to provide all requested information may result in a Bid being declared non-compliant.

9. KEY CONSTRUCTION MILESTONES

9.1 Refer to the Supplementary Instructions to Bidders for key construction milestones including the commence work date, the Ready-for-Takeover date, and the completion date.

10. ONTARIO HARMONIZED SALES TAX (HST)

- 10.1 The Contractor will be required to provide the Region with its HST registration number and indicate the applicable HST on each progress payment certificate.
- 10.2 Where a change in Canadian Federal or Provincial taxes occurs after a Bid Closing Date, the Region shall adjust progress payment certificates to account for the exact amount of the tax change.

11. VENDOR CODE OF CONDUCT

- 11.1 The Vendor Code of Conduct, as included in the Bid Documents, sets out the principles applicable to Vendors that wish to establish and maintain a business relationship with the Region.
- 11.2 The Region intends to do business with Bidders that demonstrate solid business integrity that aligns with the Region's core values and high standards of ethical behaviour expected by the Region. The Vendor Code is not to be read in lieu of, but in addition to obligations as set out in any agreements with the Region. Bidders are responsible to familiarize themselves with the Vendor Code of Conduct and comply with it. Bidders are to complete, sign and return the Vendor Code of Conduct Acknowledgement Form with their Bid submission.

12. BID IRREGULARITIES

- 12.1 Irregularities in connection with any Bid shall be resolved in accordance with Regional policies and procedures governing bid irregularities.

13. PRIVILEGE CLAUSE

- 13.1 The Region shall have the right to reject any or all Bids. The Bid with the lowest Total Bid Price will not necessarily be accepted. The Region reserves the right to accept all or part of any Bid.
- 13.2 The Manager, Strategic Sourcing may cancel the Request for Quotations at their sole discretion.
- 13.3 In addition to any other right expressed or implied, the Region reserves the right to:
- a) make public the names of any or all Bidders and members of a Bidder's team;
 - b) check references other than those provided by any Bidder;
 - c) disqualify or invalidate any Bid that contains material misrepresentations or any other materially inaccurate or misleading information;
 - d) make changes, including substantial changes, to this Request for Quotations provided that those changes are issued by way of Addenda;
 - e) if a single Bid is received, reject the Bid of the sole Bidder and cancel this Request for Quotations process or enter into direct negotiations with the sole Bidder.

- 13.4 The Region shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance of the Bid, delay in Awarding the Contract, or cancellation of the Request for Quotations.
- 13.5 The Region, in its sole discretion, may reject a Bid from a Suspended Vendor and/or a Bid that includes a Suspended Vendor as a sub-contractor, in accordance with the Vendor Performance Management Policy.

14. TIED BIDS

- 14.1 In the event that two or more Bidders have exactly the same Total Bid Price, the Region shall have the sole right to select the successful Bid. The Region may, at its sole option, conduct a coin toss in the presence of the two (2) Bidders to select the successful Bid. The Region shall determine the manner and rules that shall govern the coin toss.

15. CLAIMS OR LITIGATION

- 15.1 The Region reserves the right, and in its absolute discretion after considering the criteria outlined in subsection 16.2, to reject a Bid submitted by a Bidder if the Region is engaged in legal action dispute including but not limited to a contractual claim and/or legal action against the Bidder, or, if the Bidder or any officer or director of the Bidder is engaged, either directly or indirectly through a corporation or personally, in a legal action dispute, including but not limited to a contractual claim and/or legal action against the Region, its elected representatives, appointed officers, or employees, in relation to:
- a. any other Contract, Goods or Services;
 - b. any matter arising from the Region's exercise of its powers, duties, or functions.
- 15.2 In determining whether or not to reject a Bid the Region will consider;
- a. whether the litigation is likely to adversely affect the Bidder's ability to work with the Region, its consultants and representatives; or,
 - b. whether the Region's experience with the Bidder indicates that the Region is likely to incur increased staff and legal costs in the administration of the Contract if it is Awarded to the Bidder; or,
 - c. whether the Bidder has been convicted of a criminal act against the Region or one of its local boards or corporations; or,
 - d. whether the Bidder has failed to satisfy an outstanding debt to the Region, including Provincial Offences Act fines, or one of its local boards or corporations; or,
 - e. there are reasonable grounds to believe it would not be in the best interests of the Region to enter into a Contract with the Bidder.

16. EXTENSION OF IRREVOCABILITY PERIOD

- 16.1 In the event the Region is unable to Award the Bid within the Irrevocability Period as set out in the Supplementary Instructions to Bidders, the Region shall request a formal extension in writing from one or more Bidders.
- 16.2 Subject to agreement by the Bidder(s) in writing, the Irrevocability Period shall be extended and the Bid Documents shall be considered automatically amended to reflect the revised Irrevocability Period.

17. CONTRACT EXECUTION

- 17.1 Where the Contract Price is equal to or less than \$250,000 (excluding HST) the selected Bidder shall execute the Notice of Award, agreeing to be bound by the Region's Contract Documents. A Letter of Intent and the Contract Documents will be sent to the selected Bidder. The Bidder shall provide the Certificates of Liability Insurance, Workplace Safety and Insurance, New/Change Vendor & Electronic Funds Transfer Application (if required), and any other required documents to the Region within ten (10) calendar days of the date of receipt of the Letter of Intent, failing which the Region reserves the right to retain the Bidder's Bid Security (if required), and not Award to the Bidder. The aforementioned documents shall be completed to the satisfaction of the Region with no errors and omissions. Upon receipt of the required documents the Region intends to issue the Notice of Award.
- 17.2 The Letter of Intent does not constitute Award of the Contract. Award is subject to Senior Management and/or Regional Council approval, the Bidder's fulfilment of the requirements of the Request for Quotation, such as the submission of the required documentation as set out in the Letter of Intent, which may include but is not limited to those items referenced in section 17.1, and formal execution of the Notice of Award by the Bidder.
- 17.3 In the event the Region, in its sole discretion, allows an extension of time for the Bidder to submit the required documentation referenced in section 17.1, the Bidder shall not be entitled to an extension of Contract time or delay claims as a result of the Bidder's delay in submitting completed documentation.

18. VENDOR PERFORMANCE MANAGEMENT POLICY

- 18.1 Bidders shall refer to the Supplementary Instructions to Bidders to confirm the applicability of the Vendor Performance Management Policy (the "Policy") to the Contract upon Award.
- 18.2 If the Policy applies to the Awarded Contract:
- a) The Region will evaluate the Contractor's performance in accordance with the Policy and provide a written evaluation and record of the Contractor's

performance of this Contract. The Contractor will be provided with regular feedback of its performance of a Contract, to confirm satisfactory or unacceptable performance as applicable, and the consequences of unacceptable performance as outlined in the Policy.

- b) The Policy may be amended from time to time, and the latest version of the Policy shall form part of this Contract.
- c) The Policy and the applicable evaluation form can be accessed on the Region's website at www.halton.ca.

19. SUBCONTRACTORS

- 19.1 Bidders must ensure they and any subcontractors they retain are in good standing with the Region, in accordance with the Policy. It is the responsibility of Bidders to review the Suspended Vendor List on www.halton.ca prior to submitting a Bid or retaining any subcontractors.

20. ELECTRONIC PAYMENT DEPOSIT

- 20.1 The Region strongly encourages payment to the Contractor through electronic payment deposit. The successful Bidder(s) is to provide the New/Change Vendor & Electronic Funds Transfer Application Form as part of the documentation required prior to Award. Bidders are not to include the form with their Bid submission.
- 20.2 If during the Contract term, there is any change to the direct deposit information, the Contractor shall submit a new form, which must be authorized by a signing officer, and a person with the ability to bind the corporation. The Region will verify any and all changes to the banking information with the Contractor prior to making any changes.

21. PROPER INVOICE REQUIREMENTS

- 21.1 The Contractor will be required to comply with the prompt payment provisions pursuant to Part I.1 of the Act and the Proper Invoice requirements set out in the Region's Contract Documents.

22. INTERIM ADJUDICATION

- 22.1 The Contractor will be required to comply with the construction dispute interim adjudication provisions pursuant to Part II.1 of the Act and the Region's Contract Documents.

23. INTELLECTUAL PROPERTY

- 23.1 All reports, plans, designs, and other documents to be produced by the Contractor to this Request for Quotations shall, on submission to the Region, become the property of the Region.

24. DIGITAL DRAWINGS

- 24.1 Should a Bidder choose to print any of the drawings supplied by the Region in a PDF format, to preserve the scale of the prints, the Bidder must disable all page scaling options during printing. The Region assumes no responsibility whatsoever for the Bidder's failure to properly print, including the failure to print to the proper scale, any drawings supplied by the Region.
- 24.2 It is the Bidder's sole responsibility to verify that all PDF drawings are printed without PDF scaling enabled by verifying the final PDF prints with the associated drawing scale references in the applicable drawings title block.

25. GREEN PROCUREMENT

Not Applicable

26. ONTARIANS REGULATION 191/11 – INTEGRATED ACCESSIBILITY STANDARDS

- 26.1 Pursuant to Ontario Regulation 191/11 under the Accessibility for Ontarians with Disabilities Act, 2005, the Region is required to incorporate accessibility design, criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so.
- 26.2 When determining which bid will result in an Award the Region may, in its sole discretion and without limiting any of its other express or implied rights regarding the discretion to make an Award, consider whether the Goods, Services or facilities to be provided incorporate accessibility design, criteria and features.

27. NON-RESIDENT WITHHOLDING TAX

- 27.1 Should the Region make an Award to a non-resident Vendor, the Region shall under the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), and the *Income Tax Regulations*, C.R.C., c.945, all as amended from time to time, withhold 15% (fifteen percent) from payments of fees, commissions, or other amounts paid to non-resident Vendors, in respect of Services rendered in Canada, in accordance with the above, for Services rendered in Canada. The Region is not required to withhold this amount under subsection 105(1) of the Regulations, if the non-resident Vendor obtains a waiver certificate from the Canada Revenue Agency prior to the commencement of the Contract.

28. FREEDOM OF INFORMATION

- 28.1 The information provided in response to this Request for Quotations is collected in accordance with the Region's Purchasing By-law No. 63-23, or as amended, and will be used for all purposes related to awarding the Bid and administering By-law No. 63-23. The Bidder acknowledges that the Region is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c.M.25, as amended ("MFIPPA") and as a result the contents of any Bid submitted by the Bidder are public and that with the exception of personal information the Bid will be disclosed if the Region receives a request for it under MFIPPA.

APPENDIX "A"

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on [redacted] day of [redacted] in the year [redacted] by and between the parties

[redacted]

hereinafter called the "Owner"

and

[redacted]

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

1.1 perform the Work required by the Contract Documents for (insert below the description or title of the Work)

[redacted]

located at (insert below the Place of the Work)

[redacted]

for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)

[redacted]

is acting as and is hereinafter called the "Consultant" and

1.2 do and fulfill everything indicated by the Contract Documents, and

1.3 commence the Work by the [redacted] day of [redacted] in the year [redacted] and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Ready-for-Takeover, by the [redacted] day of [redacted] in the year [redacted].

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

2.2 The Contract may be amended only as provided in the Contract Documents.

CCDC 2 – 2020

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-3 CONTRACT DOCUMENTS

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

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



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

CCDC 2 – 2020

Note: *This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.*

ARTICLE A-4 CONTRACT PRICE

- 4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:
 _____ /100 dollars \$ _____
- 4.2 *Value Added Taxes* (of _____ %) payable by the *Owner* to the *Contractor* are:
 _____ /100 dollars \$ _____
- 4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:
 _____ /100 dollars \$ _____
- 4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.
- 4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

- 5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:
 - 1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
 - 2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
 - 3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.
- 5.2 Interest
 - 1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.
 Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by
 (*Insert name of chartered lending institution whose prime rate is to be used*)

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

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

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.
- 6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.
- 6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

CCDC 2 – 2020 3
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APPENDIX “B”

VENDOR CODE OF CONDUCT



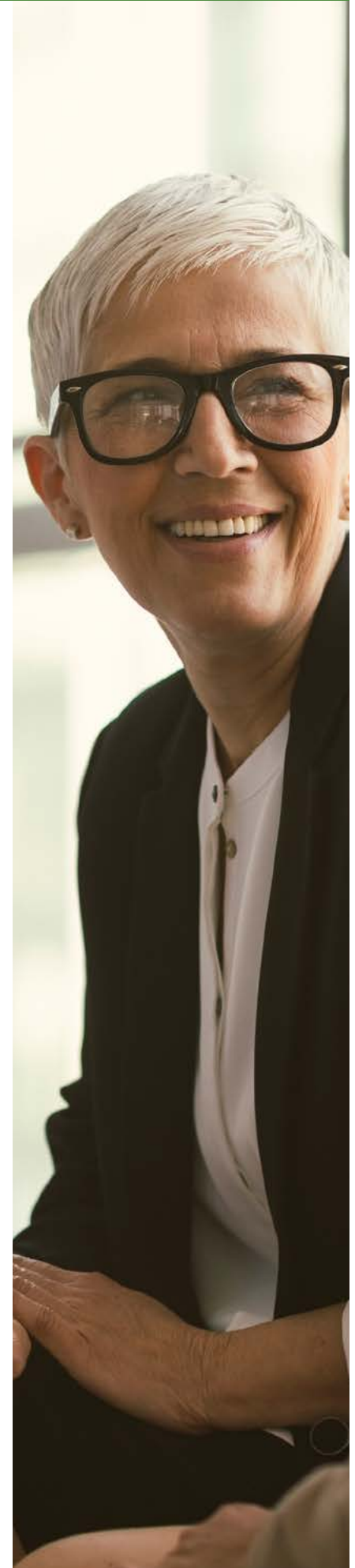
HALTON REGION Vendor Code of Conduct

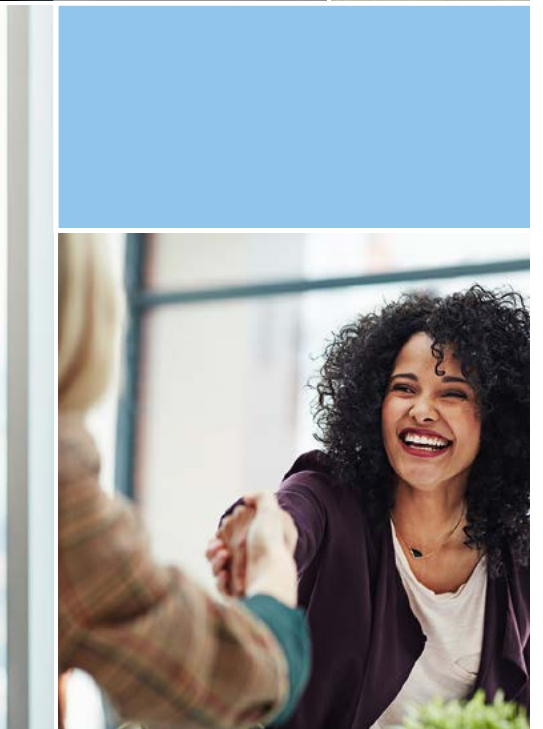
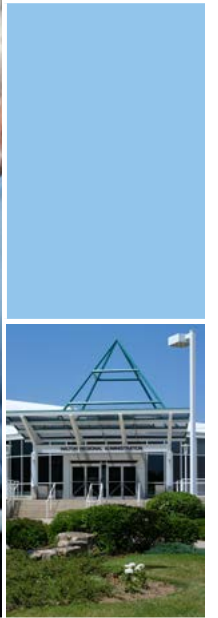




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Introduction and Purpose

The Regional Municipality of Halton (herein after referred to as “The Region”) is committed to purchasing goods and services from responsible Vendors that provide quality goods and services at competitive prices. Vendors, subcontractors, employees, agents, bidders and potential bidders that provide goods and services to the Region (herein after referred to as “Vendors”) are expected to support the Region’s goals and objectives of encouraging competitive bidding, ensuring fairness, accountability and transparency in the procurement process, and obtaining the best possible value in the procurement of goods and services for the Region.

The Region expects Vendors to perform all duties in a competent and impartial manner that can withstand the closest public scrutiny. Vendors are expected to exercise good judgement when doing business with the Region. This Vendor Code of Conduct (herein after referred to as “Vendor Code”) sets out the principles applicable to Vendors that wish to establish and maintain a business relationship with the Region. The Region is confirming its intention to do business with Vendors that demonstrate solid business integrity that aligns with the Region’s core values and high standards of ethical behaviour. Vendors must also inform their employees and any sub-contractors or sub-vendors about this Vendor Code.

The Vendor Code is consistent with Halton Region’s Code of Conduct, which sets out the expectations for Regional staff. The Region’s Code of Conduct is available on the Region’s website.

The Vendor Code should not be read in lieu of, but in addition, to Vendors obligations as set out in any agreements between the Region and a Vendor. In the event of a conflict between this Code and an applicable agreement, the agreement shall govern.



Vendor Responsibilities

Vendors are required to familiarize themselves with this Vendor Code and comply with it as a condition of doing business with the Region. Vendors are expected to adhere to the following core principles of business integrity:

- a) uphold the laws of the Region, Ontario and Canada, and not be a party to their breach, evasion or subversion;
- b) treat all persons honestly and fairly, with proper regard for rights, entitlements, duties and obligations, and at all times act responsibly and diligently in the performance of their duties;
- c) be professional and courteous, and resolve any work-related disagreements in a responsible and expeditious manner;
- d) be accountable and responsible for their decisions and actions, take ownership of problems and initiate corrective actions;
- e) promote the health and safety of others and prevent workplace illness, injury, harassment and violence;
- f) carry out their duties in a fair, impartial and transparent manner;
- g) complete the Acknowledgment Form as set out in Appendix A; and
- h) report on non-compliance or suspected non-compliance of the Vendor Code.

These principles are also consistent with the Halton Region Code of Conduct.

i. Compliance with Laws

Vendors that wish to do business with the Region shall abide by all applicable laws and regulations including Federal, Provincial and Local laws regarding environmental matters, occupational health and safety, labour and employment practices, human rights, accessibility, immigration, product safety, shipping and product labelling. If Vendors become aware of any activities that are not in compliance with all applicable laws and regulations, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.

Vendors shall disclose:

- 1) any previous convictions of collusion, bribery, fraud or other similar practices prohibited under law for which they have not received a pardon; and
- 2) breach of the Region's Vendor Code or those of any other related Agencies or Corporation(s) of the Region.

Vendors are prohibited from misrepresenting their relevant past experiences and qualifications in relation to any solicitation process and acknowledge that the Region's process of evaluation may include information provided by the Vendor's references as well as records of past performance on previous contracts and services with the Region. The Region reserves its rights if the Vendor fails to make the appropriate disclosures and representations.





ii. Confidentiality and Privacy

Vendors may have access to confidential and/or personal information by reason of their duties and responsibilities with the Region. Confidential information is defined as any information that is proprietary, strategic, technical, business or personal and not available to the public. All Vendors must respect such information and ensure it is safeguarded from unauthorized disclosure or access. Confidential information must be protected in accordance with the Vendor Code of Conduct. Such information must only be used or disclosed in accordance with this Vendor Code of Conduct and the provisions of the *Municipal Freedom of Information and Protection of Privacy Act, 1990* and the *Personal Health Information Protection Act, 2004*.

Disclosure of information means making the information available to others, and should only occur where disclosure is necessary and proper in the discharge of the Region's functions or where the disclosure is required by law. This includes and protects any information that is, and should be considered as, internal information relating to Regional business.

Vendors must not disclose confidential and/or personal information unless specifically and explicitly permitted in the terms of their contract. The duty of a Vendor to maintain the integrity and confidentiality of Regional information continues once that Vendor ceases to be in a contract with the Region.

When discussing business matters, Vendors must consider their surroundings. Conversations in public places should be limited to information that is non-confidential and does not include references that could identify a person or situation.

iii. Information Security

Vendors must use information obtained through their relationship with the Region only for the purposes of the supply relationship. Vendors must store information securely and have in place appropriate information security policies and procedures. Vendors must notify the Region promptly of actual or suspected privacy breaches, security breaches or loss of Regional information.

iv. Social Media

The Region supports the use of online communications to enhance customer service and leverage the Region's brand. Vendors should not communicate on social media platforms on behalf of the Region unless the Vendor is expressly authorized in writing to do so by the Region. When such communication is authorized, it is to be conducted in a manner that is consistent and respectful of Canadian libel laws, *Municipal Freedom of Information and Protection of Privacy Act, 1990* and the Region's practices in regards to confidential information and intellectual property.

All Regional data or information obtained by the Vendor through the delivery of services or goods is to be considered proprietary and confidential. Without the Region's prior consent, Vendors should not communicate to social media platforms identifying the Region as a client and the associated services and goods provided to the Region. Regional consent must be obtained prior to identifying the Region as a client.





Integrity and Public Confidence

i. Conflict of Interest

Public confidence in the Region is put at risk when the conduct of a Vendor involves or appears to involve a conflict between public duty and private interests. Vendors are required to support and advance the interests of the Region and avoid placing themselves in situations where their personal interests actually or potentially conflict with the interests of the Region. Vendors shall disclose to the Region any situation that could result in an actual, apparent or perceived conflict of interest and the Regional employee that has an interest in the Vendor's business (or any other economic or family ties with the Vendor).

Vendors are expected, at minimum, to:

- a) base business decisions strictly on merit and the best interests of the Region in a manner consistent with their contractual obligations with the Region;
- b) avoid any situation that may create a real or perceived conflict of interest;
- c) not take part in, or in any way influence, any Regional decision that might result in a financial or other advantage, whether direct or indirect, as a result of the contractual association with the Region;
- d) not attempt to gain an improper advantage or preferential treatment from Regional employees; and
- e) provide no personal benefit to employees of the Region.

If Vendors become aware of any activities that may be considered a conflict of interest involving the Region, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.

ii. Business and Personal Relationships

Vendors shall not use or seek to use their association with the Region to receive direct or indirect benefit for themselves or their family members, friends and any other businesses or consultants that they or the Region do business with.

iii. Avoidance of Preferential Treatment

Vendors shall not grant preferential treatment to any Regional staff, their family and friends, or any businesses. Vendors must avoid creating or appear to create an obligation for the purpose of gaining any special consideration.

iv. Gifts and Hospitality

Accepting a gift, hospitality or other benefit from a Vendor could influence an employee's judgment and performance of official duties, or give the appearance of doing so, even if the employee believes the benefit will not affect their objectivity or impartiality. Vendors must not offer, directly or indirectly, any gift, hospitality or other benefits to the Region's staff. Gifts having a monetary value such as cash, gift certificates, loans, services, discounts and ticket(s) to an entertainment event including sporting events, concerts or other such related activities must not be offered. These requirements do not change during traditional gift-giving seasons.

Under no circumstances should a Vendor solicit gifts, hospitality and/or other benefits or transfers of economic value to Region staff. The same is expected of the Region staff—not to solicit gifts or other benefits from Vendors.

All Regional staff are subject to the rules governing the acceptance of gifts as outlined in Section 26.2.1 of Halton Region Purchasing By-law No. 63-23 and the Halton Region Code of Conduct.

Employees may accept common expressions of courtesy that do not cause suspicion about the objectivity and impartiality of the employee, would not compromise the integrity of the Region and:

- a) are of a nominal value not to exceed fifty (\$50);
- b) occur on infrequent and exceptional basis; and
- c) are not ticket(s) to an entertainment event including sporting events, concerts, or other such related activities.

Vendors must not place Regional employees in the difficult position of having to refuse gifts that would place them in conflict with the rules governing the acceptance of gifts outlined in this Vendor Code.



v. Political Activity

No Vendor shall engage in political activity on Regional property while carrying out the requirements of their contract for the Region. If Vendors become aware of any political activities, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.

vi. Fraud

The Region is committed to the highest standards of corporate accountability, transparency, responsibility and integrity. The Region will protect funds, property, information and other assets owned by or in the care of the Region through the prompt investigation of any alleged fraudulent conduct.

Vendors must not engage in any fraudulent activity. Examples of activities which may be considered fraudulent include, but are not limited to:

- a. forgery or alteration of documents (cheques, purchase orders, time sheets, etc.);
- b. misappropriation of funds, securities, supplies or assets;
- c. authorization or receipt of payment for goods not received, services not performed or hours not worked;
- d. any claim for reimbursement of expenses that were not incurred for the exclusive benefit of the Region;
- e. authorization of unjustified or inflated change order requests to increase profits;
- f. knowingly delivering works, goods or services that do not meet contract specification; and
- g. subcontracting to business entities that are not arm's length without prior consent of the Region.

If Regional Vendors, their employees, associates or other third parties become aware of any activities that may be considered fraudulent, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.

vii. Theft and Vandalism

The Region's assets must be protected from theft, destruction, vandalism and neglect, and used properly and strictly for the Region's purposes. Vendors' personal use, misuse, misappropriation of/or theft or vandalism of Regional property, resources, equipment, materials and supplies is prohibited.

viii. Anti-Bribery and Anti-Corruption

Vendors are expected to comply with applicable anti-corruption laws, whether domestic or foreign, including but not limited to the *Corruption of Foreign Public Officials Act, 1998* and the Criminal Code, and not engage in any form of corrupt practices including, but not limited to, extortion, fraud, bribery or other unlawful payment or benefit to secure any concession, contract or other favourable treatment.

Vendors should not engage in any conduct that would put the Region at risk of violating anti-bribery laws or regulations. Bribery is the giving or receiving of a “thing” of value to influence the actions of another person or organization.

Types of bribery can include, but are not limited to:

- a) kickback payments that could be received before, during or at the end of a project/contract; and
- b) any financial benefits given with the intent of influencing the recipient which includes such things as gifts (for example, travel or entertainment), loans, credit cards, purchase overpayments, cash, fees and commissions.

ix. Collusive Bidding

Vendors are not to participate in collusive bidding. Groups of bidders might secretly agree to submit complementary high bids to allow pre-selected Vendors to win contracts on a rotating basis, divide contracts by territory or take steps to defeat the competitive process and divide work. Vendors are not to contract with separate business entities that are not arm’s length, submit a bid through non arm’s length entity or reveal confidential information to an arm’s-length or non-arm’s length entity.

If Vendors, their employees, associates or other third parties become aware of any activities that may be considered bribery or collusive bidding, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.



Workplace Well-being

i. Respectful Workplace

The Region is committed to protecting the health and safety of all Regional employees and Vendors against illness, injury and incidents of violence and harassment. Every Vendor will make every effort to provide and maintain a safe and healthy work environment, as well as maintain a diverse and respectful workplace in which the dignity and self-respect of every person is valued.

Vendors must ensure that their personal conduct within the workplace and elsewhere does not adversely affect:

- a) their ability to perform their official duties;
- b) the ability of other Vendors to perform their duties; or
- c) public confidence in the Region or in the public sector.

ii. Accessibility for People with Disabilities

Vendors are required to have met compliance obligations in the *Accessibility for Ontarians with Disabilities Act, 2005* and Ontario Regulation 191/11-Integrated Accessibility Standards, as applicable.

iii. Employment Practices

Vendors must abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination or where they allow for differential treatment, Vendors are expected to be committed to non-discrimination principles and operate in a way that does not differentiate unfairly.



iv. Impairment at Work

In order to minimize the risk of impaired performance due to substance use, the following are strictly prohibited for all Regional Vendors:

- use, possession, distribution, offering or sale of illegal drugs, illegal drug paraphernalia or un-prescribed drugs (for which a prescription is legally required in Canada) while on Regional business or premises;
- use, possession, distribution, offering or sale of alcoholic beverages or cannabis on Regional premises;
- intentional misuse of prescribed medications, over-the-counter medications or other substances while on Regional business or premises; and
- being unfit for work due to the effects or after-effects of alcohol, illicit or illegal drugs, un-prescribed drugs (for which a prescription is legally required in Canada) or the intentional misuse of medications or other substances.

Vendors are required to report to their Regional supervisor or project authority the use of any medication that may affect their ability to perform their job in a safe manner. Vendors have a responsibility to manage potential impairments during working hours due to the legitimate use of medications in consultation with their personal physician.

If Vendors, their employees, associates or other third parties become aware of any activities that may be considered impaired performance due to substance use, they must report it immediately as specified in the non-compliance reporting section of this Vendor Code.





Non-Compliance Reporting

Vendors must report any practices, behaviours, activities or actions believed to be in contravention or in conflict with this Vendor Code, Halton Region Code of Conduct or any other Regional policy.

The Region will resolve all complaints regarding violations of this Vendor Code to the greatest extent possible in a timely, respectful and confidential manner, and ensure all Vendors are held accountable for their actions.

All Vendors shall be free from reprisal, discipline, harassment or discrimination as a result of reporting, in good faith, a breach or suspected breach of this Vendor Code. If it is determined, however, that a complaint is frivolous, vexatious or malicious in nature, the complainant may be subject to action as outlined in the Penalty for Non-Compliance section of this Vendor Code.

During the investigation and resolution of complaints, all information, including the identity of the complainant and any other Vendors or Vendor staff involved, will remain confidential except where sharing information is otherwise required by law or required to further the investigation.

i. Complaint Resolution Procedure

EARLY RESOLUTION

Vendors who become aware of or have directly experienced an action which is in contravention of this Vendor Code should:

- a) keep a written record of the incidents, dates, time, locations, possible witnesses, any attempted resolutions and behaviours of the Vendor(s) involved; and
- b) report the breach to the Director of Supply Chain Management, who must investigate and attempt to resolve the complaint as expeditiously as possible, except in the case of suspected fraud, which is to be immediately reported to the Chief Internal Auditor as specified in the Formal Complaint Investigation section of this Vendor Code.

The Regional Municipality of Halton

Director of Supply Chain Management
1151 Bronte Road
Oakville ON L6M 3L1
905-825-6000 ext. 7231
Sam.Pringle@halton.ca

If the Director of Supply Chain Management is not able to resolve the complaint to the reporting Vendor's satisfaction, and/or the complaint involves the Director of Supply Chain Management, a complaint shall be filed directly to the Region's Chief Internal Auditor or to the Code of Conduct Help Line.

FORMAL COMPLAINT INVESTIGATION

- a) Complaints must be made in writing and signed by the complainant using a designated form. The form is available on the Region's website.
- b) Complaints must be forwarded to the Chief Internal Auditor, who will initiate an investigation into the complaint within five (5) business days of receipt.

The Regional Municipality of Halton

Chief Internal Auditor
1151 Bronte Road
Oakville ON L6M 3L1
905-825-6000 ext. 7532
Karen.Cinq-Mars@halton.ca

- c) Once the investigation is complete, the investigation findings and recommendations will be reported to the complainant and respondent, as appropriate and as determined by the Chief Internal Auditor.





ii. **Alternative Reporting – Confidential Code of Conduct Help Line**

A Vendor who does not feel comfortable reporting a complaint as outlined above may contact the Region's confidential and anonymous Vendor Code of Conduct Help Line (available 24/7) at:

- Toll-free telephone: 1-833-210-0001
 - Website: www.lighthouse-services.com/haltonvendor
 - Email: reports@lighthouse-services.com (must include Halton Region in the subject line)
- a) All complaints submitted to the Vendor Code of Conduct Help Line will be received by a third party who will relay the complaint, without revealing the caller's identity (if requested), to the Chief Administrative Officer.
 - b) The confidential complaint will be reviewed by the Chief Administrative Officer and the Director of Human Resources within five (5) business days of the initial review.
 - c) Once the investigation is complete, the investigation findings and recommendations will be reported to the complainant and respondent, as appropriate, if their identities are made known.

The Region does not guarantee that an investigation will be conducted for every complaint.

Penalty for Non-Compliance

Any vendor who contravenes the Vendor Code, including any provision of this Vendor Code, may be subject to:

- a) verbal or written warning;
- b) cancellation of business relationship and/or contract;
- c) disqualification from participating in future business opportunities; and/or
- d) such other action or penalty as may be appropriate and permitted by law in the circumstances of the particular contravention.

This Vendor Code may be modified from time to time by the Region at its discretion.



Acknowledgement Form

The attached Vendor Code of Conduct sets forth the principles required by the Regional Municipality of Halton (“the Region”) of all Vendors who supply goods and services to the Region when conducting business with the Region.

By signing this Acknowledgement, the undersigned Vendor agrees to abide by the Vendor Code of Conduct and also agree to ensure its employees, officers, agents, representatives, and subcontractors are also made aware of and comply with it.

ACKNOWLEDGEMENT

I, _____ an authorized representative of _____, hereby acknowledge and agree to abide by the attached Vendor Code of Conduct, and will ensure that the employees, officers, agents, representatives and subcontractors of _____ are aware of and abide by such policies and principles in the process of preparing and submitting bids and proposals for Regional work, provisions of goods and services to the Region, and during the performance of all agreements entered into with the Region for such purposes.

Submitted by:
(Please type/print)

Business Name

Signature of Signing Officer

Street Address

Name and Title (please print)

City/Town

Postal Code

Signature of Contact Person

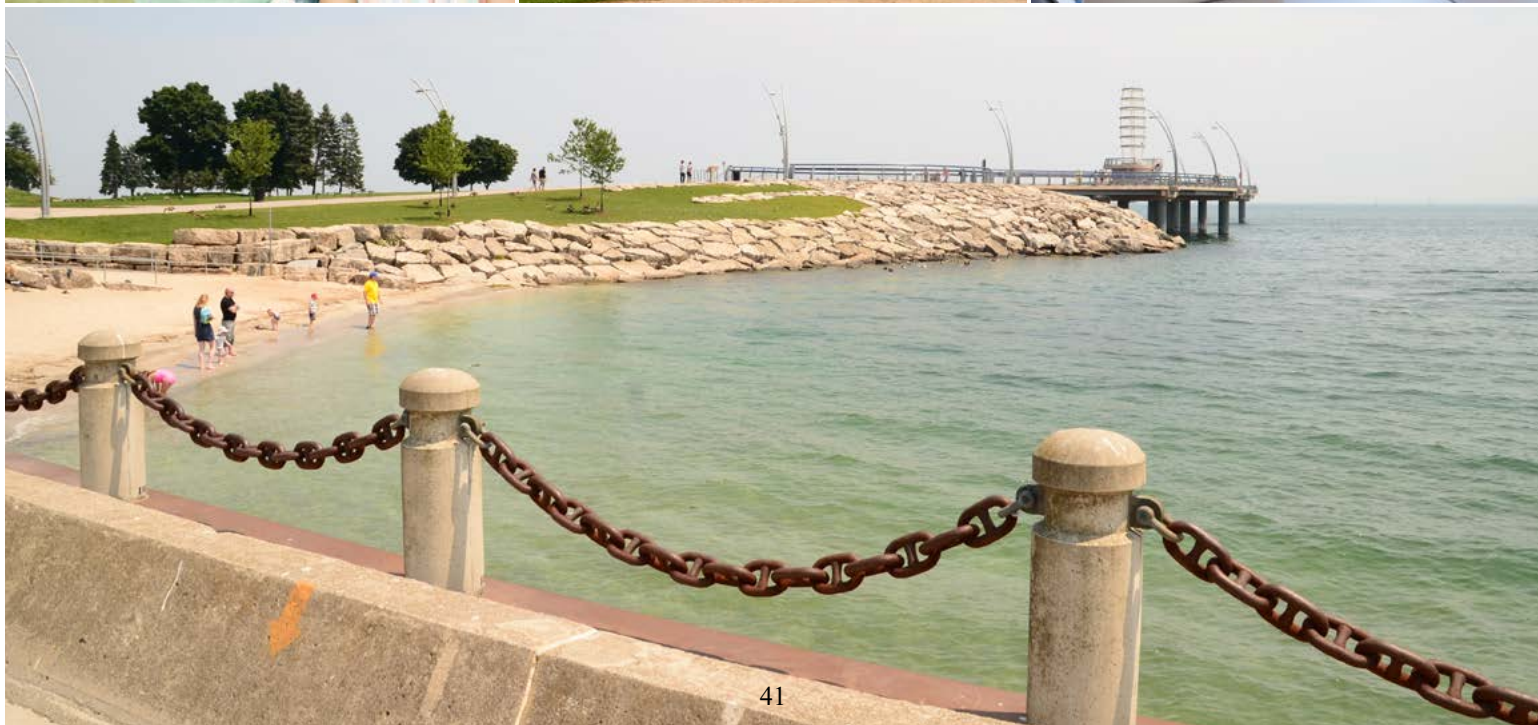
Telephone Number

Fax Number

Name and Title (please print)

Contact Email Address

Date







Stipulated Price Contract

2 0 2 0

Name of Project

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*

located at *(insert below the Place of the Work)*

for which the Agreement has been signed by the parties, and for which *(insert below the name of the Consultant)*

is acting as and is hereinafter called the "*Consultant*" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the _____ day of _____ in the year _____ and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the _____ day of _____ in the year _____ .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

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

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

*

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

ARTICLE A-4 CONTRACT PRICE

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

/100 dollars \$

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

/100 dollars \$

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

/100 dollars \$

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

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

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

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.
 Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by *(Insert name of chartered lending institution whose prime rate is to be used)*

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

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

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

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

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

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

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

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

Owner

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

signature

name of Owner

name of person signing

signature

name and title of person signing

WITNESS

CONTRACTOR

signature

name of Contractor

name of person signing

signature

name and title of person signing

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

DEFINITIONS

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

Change Directive

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

Change Order

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

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

Construction Equipment

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

Consultant

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

Contract

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

Contract Documents

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

Contract Price

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

Contract Time

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

Contractor

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

Drawings

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

Notice in Writing

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

Owner

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

Other Contractor

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

Payment Legislation

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

Place of the Work

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

Product

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

Project

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

Ready-for-Takeover

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

Shop Drawings

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

Specifications

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

Subcontractor

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

Substantial Performance of the Work

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

Supplemental Instruction

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

Supplier

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

Temporary Work

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

Value Added Taxes

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

Work

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

Working Day

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

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

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

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

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

GC 2.2 ROLE OF THE CONSULTANT

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

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

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

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

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

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

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

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

GC 3.5 SUPERVISION

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

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

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

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

GC 3.7 LABOUR AND PRODUCTS

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

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

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

GC 3.8 SHOP DRAWINGS

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

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

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

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PAYMENT

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

GC 5.3 PAYMENT

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

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

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

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

GC 5.5 FINAL PAYMENT

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

GC 5.6 DEFERRED WORK

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

GC 5.7 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

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

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

Labour

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

Products, Construction Equipment and Temporary Work

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

Subcontract

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

Others

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

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

- .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time,
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.

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

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

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

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

GC 8.2 ADJUDICATION

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

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

GC 8.4 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

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

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE

GC 11.1 INSURANCE

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

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

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

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

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

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

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

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

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

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

GC 12.2 EARLY OCCUPANCY BY THE OWNER

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

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

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

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

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

GC 12.3 WARRANTY

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

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

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

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

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

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

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

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

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

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

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

GC 13.2 WAIVER OF CLAIMS

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

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

SUPPLEMENTARY CONDITIONS
STANDARD CONSTRUCTION DOCUMENT – CCDC 2 – 2020

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APPENDIX 3 TO THE SUPPLEMENTARY CONDITIONS INSURANCE

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-1 THE WORK

SC-1 Delete paragraph 1.3 of Article A-1 and replace it with the following:

“commence the *Work* by the date stipulated by the *Owner* in the *Notice of Award* and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover* and *Completion* in accordance with the *Agreement Term Sheet*.”

SC-2 Add the following new paragraphs 1.4 and 1.5 to Article A-1:

“1.4 The *Contractor* shall diligently perform and complete the *Work* in accordance with the *Standard of Care*, all *Applicable Laws* and all terms and conditions of the *Contract Documents*, including the *Construction Schedule*.

1.5 The *Contractor* represents that in entering into the *Contract* with the *Owner* for the performance of the *Work*, it has either in accordance with the *Standard of Care* inspected the *Place of the Work* and reviewed for itself all information provided by the *Owner*, the character of the *Work* to be done, and all local conditions, including the position of all registered easements, pole lines, conduits, watermains, sewers and other underground and overground utilities and structures, or that, not having so inspected and reviewed, the *Contractor* has assumed and does hereby assume all risk of conditions now existing or arising in the course of the *Work* that might or could make the *Work*, or any items thereof, more expensive in character, or more onerous to fulfil than was contemplated or known as of the *Effective Date*. For certainty, the *Contractor* shall not be liable for conditions which would not have been ascertainable by a diligent review of the *Place of the Work*, all information provided by the *Owner*, the character of the *Work* to be done, and all local conditions in accordance with the *Standard of Care* prior to the *Effective Date*.”

ARTICLE A-4 CONTRACT PRICE

SC-3 Add new paragraphs 4.6 and 4.7 to Article A-4 as follows:

“4.6 To secure performance of the *Contractor*’s warranty obligations the *Owner* shall retain from each *Proper Invoice* an amount equal to the percentage of the total amount claimed for payment in such *Proper Invoice* (exclusive of *Value Added Taxes*) as stipulated in the *Agreement Term Sheet* (the “**Warranty Security**”).

4.7 For the purposes of paragraph 6.5.7, if the *Contractor* fails to achieve *Ready-for-Takeover* by the *Ready-for-Takeover Date* then the *Contractor* shall be liable to the *Owner* for liquidated damages in the amount per day stipulated in the *Agreement Term Sheet* for each day or part day of delay until *Ready-for-Takeover* is achieved.”

ARTICLE A-5 PAYMENT

SC-4 Delete paragraphs 5.1 and 5.2 of Article A-5 in its entirety and replace it with the following:

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

- .1 make progress payments to the *Contractor* on account of the *Contract Price* (excluding the *Warranty Security*) when due together with such *Value Added Taxes* as may be applicable to such payments,
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment,
- .3 upon *Completion*, pay to the *Contractor* the unpaid balance of the *Contract Price* (excluding the *Warranty Security* and any unauthorized cash allowances, contingencies and provisional items) when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .4 upon the issuance of the *Proper Invoice* for payment of the *Warranty Security* (less any deductions to such security applied in accordance with this *Contract*) following satisfaction of all requirements set out in paragraph 12.3.8, pay the *Warranty Security* when due together with such *Value Added Taxes* as may be applicable to such payment.

For certainty, all payments made by the *Owner* pursuant to subparagraphs 5.1.1, 5.1.2 and 5.1.3 shall be exclusive of the *Warranty Security*, which amount shall be paid as a milestone payment in accordance with subparagraph 5.1.4.

5.2 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest shall also become due and payable at the rates stipulated in the *Payment Legislation*.”

ARTICLE A-6 RECEIPT AND ADDRESSES FOR NOTICES IN WRITING

SC-5 Delete paragraph 6.5 of Article A-6 in its entirety and replace it with the following:

“6.5 Contact information for a party may be changed by *Notice in Writing* to the other party setting out the new contact information in accordance with this Article A-6.”

ARTICLE A-9 RELATIONSHIP OF THE PARTIES**ARTICLE A-10 PANDEMIC****ARTICLE A-11 INTERPRETATION AND OTHER MATTERS****ARTICLE A-12 CONTRACT EXECUTION**

SC-6 Add new Articles A-9, A-10, A-11 and A-12 as follows:

“ARTICLE A-9 RELATIONSHIP OF THE PARTIES

- 9.1 The *Contractor* shall be an independent contractor in performing its obligations under the *Contract*. The *Contract* does not create any agency, partnership, joint venture, fiduciary or other relationship of the *Contractor* with the *Owner* other than the relationship of independent contractor.
- 9.2 No inspection, review, comment, approval, verification, confirmation, certification, acknowledgement or audit pursuant to the provisions of the *Contract* by any *Owner Personnel*, nor any failure of any of them to do so, shall relieve the *Contractor* from performing or fulfilling any of its obligations under the *Contract* or be construed as an acceptance of the *Work* or any part thereof.”

ARTICLE A-10 PANDEMIC

- 10.1 The parties acknowledge and agree that as of the *Effective Date*:
- .1 the *Pandemic* is on-going and, as a result, *Governmental Authorities*, including the Government of Canada, the Province of Ontario, The Regional Municipality of Halton and the *Municipality*, have implemented *Governmental Responses*; and
 - .2 it is uncertain how long the *Pandemic* and the related *Governmental Responses* will continue and whether there may be a resurgence of *COVID-19* resulting in a *Pandemic Change in Law*.
- 10.2 Except as expressly provided in this *Contract*, each party shall be solely responsible for costs and expenses incurred in performance of its obligations under the *Contract* related to or arising from the *Pandemic* and compliance with *Governmental Responses*, including in respect of the contraction by or infection of *Contractor Personnel* and *Owner Personnel*, as applicable, with *COVID-19* and neither party assumes responsibility whatsoever with respect to any such loss suffered by the other.
- 10.3 In addition to any *Governmental Responses*, the *Contractor* shall comply with any other *Pandemic*-related protocols and guidelines pertaining to the *Work* or *Place of the Work* that may be communicated to the *Contractor* by the *Owner* in writing.

- 10.4 Notwithstanding any other term of this Contract, the *Owner* and *Contractor* acknowledge and agree that under no circumstance shall any *Contractor Personnel* be obligated to provide or disclose the personal information of any *Contractor Personnel* to the *Owner* or any other third party.
- 10.5 The *Contractor* expressly acknowledges and agrees that the *Contract Price* and *Contract Time* account for and are inclusive of all costs and impacts to the *Work* resultant or arising from *COVID-19*, any *Governmental Response* and the *Pandemic* to the extent such costs and impacts were known as of the *Effective Date*. For certainty, the *Contractor* acknowledges and agrees that the following impacts of *COVID-19*, the *Pandemic* and *Governmental Responses* to performance of the *Work* were known as of the *Effective Date* and, accordingly, are fully accounted for in the *Contract Price* and *Contract Time*:
- .1 the best practices recommended by the Ontario Ministry of Labour for construction site health and safety during the *Pandemic* in effect at the date of the *Contract*;
 - .2 the need to implement physical distancing;
 - .3 the obligation to monitor workers, personnel and visitors to the *Place of the Work* for illness or *COVID-19* symptoms;
 - .4 the potential for loss of *Contractor Personnel* due to illness, *COVID-19* symptoms or exposure to Persons with same;
 - .5 the need to implement procedures for timely reporting (including to the *Owner*) of any illness or *COVID-19* symptoms experienced by workers, personnel or visitors to the *Place of the Work*;
 - .6 the provision of necessary tools, equipment or personal protective equipment to all persons at the *Place of the Work*, including all *Contractor Personnel* and authorized visitors to the *Place of the Work*;
 - .7 the need to install any temporary facilities or structures (such as wash stations); and
 - .8 the need to implement appropriate sanitation and cleaning at the *Place of the Work* and in performance of the *Work*.

- 10.6 The *Owner* reserves the right, in its sole discretion and by *Notice in Writing*, to delay commencement or suspend performance of the *Work*, as applicable, for such time as is reasonably necessary to mitigate or prevent risks to public health and safety resultant from *COVID-19* and the *Pandemic*. Performance of the *Work* by the *Contractor* shall be resumed upon the *Owner*'s provision of fifteen (15) days' written notice to the *Contractor*. The *Contract Time* shall be extended for such reasonable time as agreed by the *Owner* and *Contractor* and any reasonable costs related to the *Work* and directly incurred by the *Contractor* during any such period of delay shall be reimbursed by the *Owner*, except to the extent required or caused by the negligence or breach of this *Contract* by any *Contractor Personnel*. The extension of time shall not be less than the time lost as a result of such delay, unless the *Contractor* agrees to a shorter extension. The parties' agreement regarding such adjustment to the *Contract Time* and reimbursement of reasonable costs shall be set out in a *Change Order*. Otherwise, any dispute in this regard shall be resolved in accordance with PART 8 – DISPUTE RESOLUTION.
- 10.7 Notwithstanding any other provision in the *Contract*, if the *Contractor* is delayed in performing or unable to perform the *Work* as a result of a *Pandemic Change in Law*, then, except to the extent caused by the negligence or breach of this *Contract* by any *Contractor Personnel*, the *Contract Time* shall be extended for such reasonable time as agreed by the *Owner* and *Contractor*. The extension of time shall not be less than the time lost as a result of the *Pandemic Change in Law*, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for any costs incurred as a result of such delays, save and except as expressly provided for in paragraph 10.8 of this Article A-10.
- 10.8 The *Contractor* shall be entitled to payment for the following direct costs it reasonably incurs as a direct result of a *Pandemic Change in Law* provided that such costs have been approved in advance and in writing by the *Owner* and were not required or caused by the negligence or breach of this *Contract* by any *Contractor Personnel*:
- .1 the *Contractor* being required to purchase, use or provide additional safety-related supplies, including personal protective equipment, in connection with its performance of the *Work*;
 - .2 the *Contractor* being required to install additional temporary facilities or structures, including hand washing stations; and
 - .3 the costs incurred by the *Contractor* to reasonably mitigate the effect of any delay to performance of the *Work* resultant from a *Pandemic Change in Law*.
- 10.9 Notwithstanding any other term of this *Contract*:

- .1 the *Contractor* shall not be entitled to any extension of *Contract Time* or to any compensation in respect of any *Pandemic Change in Law* or delay referred to in this Article A-10 to the extent such delay or costs resulted from the *Contractor's* failure to take reasonable steps to mitigate the effect of the delay or *Pandemic Change in Law*, as applicable;
 - .2 in no event shall the *Owner* be liable for any costs or damages incurred by the *Contractor* as a result of any *Pandemic Change in Law* or delay referred to in this Article A-10 except as expressly stipulated in this *Contract*, including no liability for: (i) any costs associated with increased labour or material costs; (ii) any costs associated with supply chain impacts or delays; or (iii) any *Consequential Damages*;
 - .3 there will be no unjust enrichment from a *Pandemic Change in Law*.
- 10.10 In all cases where the *Contractor* considers itself entitled to an extension of the *Contract Time* or compensation as a result of *COVID-19*, the *Pandemic* or a *Pandemic Change in Law*, the *Contractor* shall provide the *Owner* with *Notice in Writing* within five (5) *Working Days* of the date on which the *Contractor* knew that it was so impacted. The *Contractor* shall keep detailed records of all resultant additional costs and schedule impacts and shall provide such records to the *Owner*, including with such *Notice in Writing* to the extent available at such time. Additionally, the *Contractor* shall seek the *Owner's* approval in writing in advance of taking any measures to mitigate the impact of *COVID-19*, the *Pandemic* or a *Pandemic Change in Law*.”

ARTICLE A-11 - INTERPRETATION AND OTHER MATTERS

- 11.1 In the *Contract Documents* the word “including” means “including without limitation”, and the word “includes” means “includes without limitation”.
- 11.2 If any provision of the *Contract* is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability will only apply to such provision or part, as the case may be, and any other part and all other provisions of the *Contract* shall remain in full force and effect. Furthermore, the parties shall endeavour to agree on a provision which reflects insofar as reasonably possible the commercial intentions of the invalid, illegal or unenforceable provision or part.
- 11.3 Each party shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out, better evidence or perfect the full intent and meaning of the *Contract*.
- 11.4 The provisions of the *Contract* which by their nature are continuing shall survive termination of the *Contract*.

ARTICLE A-12 – CONTRACT EXECUTION

12.1 Should the *Contractor* commence performance of the *Work* prior to its execution of the *Contract*, such commencement shall be deemed to be the *Contractor's* acceptance of all terms and conditions of the *Contract* and provision of the executed *Contract* shall be required as part of the *Contractor's* first *Proper Invoice*.

12.2 The parties acknowledge and agree that the *Contractor's* execution of the *Notice of Award* and provision of same to the *Owner* shall constitute the *Contractor's* execution of the *Contract*.”

SC-7 Delete the signature page (page 5) of the Agreement between *Owner* and *Contacto*r in its entirety.

DEFINITIONS

SC-8 Amend the definition of ***Consultant*** by adding the following to the end:

“Notwithstanding the foregoing, where the *Owner* has not engaged a person or entity to act as the “*Consultant*” such that no person or entity is so identified in the Agreement, the *Owner* shall be deemed to be the *Consultant* under the *Contract*.”

SC-9 Amend the definition of ***Contract Price*** by adding the following to the end:

“For certainty, the *Contract Price* is inclusive of the *Warranty Security*.”

SC-10 Delete the definition of ***Contract Time*** and replace it with the following:

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Completion*, including the *Ready-for-Takeover Date* and *Completion Date*.”

SC-11 Amend the definition of ***Other Contractor*** by adding the following to the end after the word “*Project*”:

“or for other work at the *Place of the Work*”

SC-12 Amend the definition of ***Payment Legislation*** by adding the following to the end:

“For certainty, where the *Place of the Work* is in Ontario *Payment Legislation* means the *Construction Act*.”

SC-13 Add the following new definitions:

“Abnormally Adverse Weather Condition

Abnormally Adverse Weather Condition means an extreme and unusual climatic condition characterized by wind speed, air temperature, precipitation, or snow fall that is less than or greater than (as applicable) one and a half (1.5) standard deviations from the mean condition determined from the official weather records of Environment and Climate Change Canada (or its successor) for the 10-year period immediately preceding the date of the abnormally adverse weather event.

Addenda

Addenda means any additions or changes to the tender documents issued by the Owner for the Work prior to the time of bid closing, if any.

Agreement Term Sheet

Agreement Term Sheet means the terms, such as dates and values that form part of the Contract as stipulated in Appendix 1 to the Supplementary Conditions – Agreement Term Sheet.

Affiliate

Affiliate means, with respect to a *Person*, or *Person* who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such *Person*, and includes any *Person* in like relation to an *Affiliate*. A *Person* shall be deemed to “control” another *Person* if such *Person* possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other *Person*, whether through the ownership of voting securities, by contract or otherwise; and the term “controlled” shall have a similar meaning. Without limiting the foregoing, any reference to an *Affiliate* of the *Owner* shall include any *Owner Entity*.

Applicable Law

Applicable Law means: (a) all laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws which are or become in force during the performance of the *Work* and which relate to the *Project* or the *Work*, including the *Construction Act*, the *Environmental Protection Act*, the *OHSA* and the *WSIA*; (b) all judgments, orders, writs, injunctions, decisions, awards and directives of any *Governmental Authority* applicable to the *Project* or the *Work*; and (c) all policies, standards, guidelines, notices and protocols of any *Governmental Authority* applicable to the *Project* or the *Work*. For greater certainty, *Applicable Law* includes any restrictive covenants registered on title to the *Place of the Work*, the terms and conditions of any permit, authorization, certificate or approval issued by a *Governmental Authority* for the *Project* or the *Work*, and the terms and conditions of any official plan, zoning by-law, development agreement or site plan agreement related to the *Project* or the *Work*.

Arbitration Act

Arbitration Act means the Arbitration Act, 1991, SO 1991, c. 17, as amended from time to time, or its successor legislation, and includes all regulations enacted thereunder.

Background Reports

Background Reports means all reports, information and other documentation prepared by *Owner*, *Consultant*, and third parties referenced in the *Contract Documents* and made available to the Contractor regarding conditions at the *Place of the Work* and/or for performance of the *Work*.

Claims

Claims means any and all claims, liabilities, expenses, demands, losses, damages, actions, costs (including legal costs), interest, fines, suits, or proceedings of every nature and kind whatsoever.

Completion

Completion means when the price of completion of the *Work*, including correction of any known defects, is not more than the lesser of (i) one (1%) percent of the *Contract Price*; and (ii) \$5,000, as certified by the *Consultant* in accordance with this *Contract* and the *Payment Legislation*.

Completion Date

Completion Date means the date set out for achievement of *Completion* in the *Agreement Term Sheet*, as such date may be adjusted in accordance with the *Contract*.

Confidential Information

Confidential Information means this *Contract* and all information or material of the *Owner Entities* that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not and whether in written, documentary, graphic, oral, electronic, computer readable and/or any other form whatsoever. *Confidential Information* includes:

- .1 any information concerning or related to this *Contract* or the business or affairs of any *Owner Entities*;
- .2 the prior and future discussions between *Contractor Personnel* and *Owner Entities* regarding any business transactions between them;
- .3 information concerning intellectual property, financial information, budgets, engineering and technical reports and information, environmental reports, *Project* design information, marketing plans and sales information, know-how, cost, *Deliverables*, architectural information, contractual arrangements including, terms of agreements with *Owner Entities*, all proprietary business information or personal information; and

- .4 information in any way derived by or generated by or which comes to the knowledge of the *Contractor Personnel* from such *Confidential Information*.

The following shall not be considered to be *Confidential Information*:

- .5 information that is or becomes publicly known through no wrongful act of the *Contractor* or *Contractor Personnel*;
- .6 information that the *Contractor* obtains from a third party that has the right to disclose it;
- .7 information that the *Contractor* can establish, by documentary evidence, was already known by the *Contractor* at the time of the initial disclosure of the *Confidential Information* by the *Owner* or *Consultant*; and
- .8 information that the *Contractor* can establish, by documentary evidence, was independently developed by or on behalf of the *Contractor* without reference to the *Confidential Information*.

Consequential Damages

Consequential Damages means (i) any consequential, incidental, special, punitive, exemplary or indirect damages, and (ii) damages of any kind, however caused or characterized, for loss of actual or anticipated revenue or profits, business interruption, loss of reputation, loss of use, loss of business opportunity, increased capital or operating costs, or increased financing costs.

Construction Act

Construction Act means the *Construction Act*, RSO 1990, c. C.30, as amended from time to time, or its successor legislation, and includes all regulations enacted thereunder.

Contractor IP

Contractor IP means all designs, processes, ideas, concepts, products, recommendations, suggestions, know-how, technical expertise, methods and all *Intellectual Property Rights* owned or developed by the *Contractor Personnel*.

Construction Schedule

The *Construction Schedule* means the schedule provided by the *Contractor* and approved by the *Consultant* pursuant to subparagraph 3.4.1.1.

Contractor Personnel

Contractor Personnel means the *Contractor* and all *Subcontractors* and *Suppliers* and any other *Persons* engaged by them to perform or supply any part of the *Work* or the *Contractor's* obligations under this *Contract*, including any employees, partners, officers, directors, agents, subcontractors, subconsultants, and other *Persons* for whom they are responsible at law.

COVID-19

COVID-19 means the SARS-CoV-2 novel coronavirus that causes the disease known as COVID-19 and includes any mutation or variant of such coronavirus.

Deliverables

Deliverables means all plans, sketches, designs, drawings, graphic representations, *Submittals*, specifications, notes, data, samples, materials, studies, reports, computer models, scale models, mock-ups, samples, reproducible and other documents and electronic data collected, developed or produced by the *Contractor Personnel* in performance of the *Work*, including all *Intellectual Property Rights* relating thereto, if any.

Effective Date

Effective Date means the date of this *Contract* as identified on the first page of the *Agreement*.

Environmental Consultant

Environmental Consultant means the professional consultant retained by the *Owner* that meets the qualifications of a “qualified person” as defined under the *Soil Regulations*.

Environmental Protection Act

Environmental Protection Act means the *Environmental Protection Act*, RSO 1990, c. E.19, as may be amended from time to time, or its successor legislation, and includes all regulations enacted thereunder.

Excess Soil

Excess Soil shall have the meaning given in the *Soils Regulations*.

Force Majeure Event

Force Majeure Event means any cause or event (other than bankruptcy, insolvency or lack of funds) which prevents performance by the *Contractor* of any of its obligations under the *Contract* in whole or in part and which further meets each of the following criteria: (a) the cause or event and its effects are beyond the *Contractor*'s reasonable control; (b) the *Contractor* could not reasonably have prevented, overcome, mitigated or removed the cause or event and its effects by commercially reasonable efforts and due diligence; and (c) the cause or event and its effects do not result from (i) the *Contractor*'s bankruptcy, insolvency, lack of funds or impecuniosity, (ii) act, omission or negligence of any *Contractor Personnel*, or (iii) breach of the *Contractor*'s obligations under this *Contract*. For certainty, a *Force Majeure Event* shall in no circumstance include (i) *COVID-19*, the *Pandemic* or a *Pandemic Change in Law* (including a *Governmental Response*), (ii) climatic or weather conditions other than *Abnormally Adverse Weather Conditions*, (iii) economic, financial or market conditions or events, or (iv) death, illness, injury or other incapacitation of any individual worker, employee or independent contractor of any *Contractor Personnel*.

Governmental Authority

Governmental Authority means (a) any federal, provincial, county, municipal, local or other governmental or public department, court, minister, governor-in-council, cabinet, commission, board, bureau, agency, commissioner, tribunal or instrumentality, (b) any subdivision or authority of any of the foregoing, and (c) any quasi-governmental or private body exercising any regulatory authority under or for the account of any of the foregoing. For certainty, *Governmental Authority* includes The Regional Municipality of Halton and the Municipality.

Governmental Response

Governmental Response means legislative amendments, controls, orders, requests and requirements imposed by *Governmental Authorities* in respect of or in response to *COVID-19* or the *Pandemic*. For certainty, *Governmental Response* includes a *Pandemic Change in Law* and the best practices recommended by the Ontario Ministry of Labour for construction site health and safety during the *Pandemic*.

Intellectual Property Rights

Intellectual Property Rights means all intellectual property rights (including rights in the nature of any copyright, trade mark, trade secret, service mark, design, drawing, patent, know-how, secret process and other similar proprietary rights, whether or not registered) and the rights to the registration of those rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these rights (and every renewal or extension of those rights) conferred under statute or common law or equity in any country.

MFIPPA

MFIPPA means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time, or its successor legislation, and includes all regulations enacted thereunder.

Municipality

Municipality means the lower-tier municipality of the *Place of the Work*.

Net Actual Cost

Net Actual Cost means the total cost of all labour and materials identified in paragraph 6.3.7, excluding *Value Added Taxes*, but including all other eligible taxes, and is the amount prior to the application of any mark-up or additional payment rate when determining the cost of the subject work.

Notice of Award

Notice of Award means *Notice in Writing* issued by the *Owner* to the *Contractor* directing them to commence performance of the *Work*.

OHSA

OHSA means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended from time to time, or its successor legislation, and includes all regulations enacted thereunder.

Overhead

Overhead includes: (i) costs for all items in Division 01 of the *Specifications*; (ii) all site and head office overheads of all *Contractor Personnel*; (iii) financing costs; (iv) the salaries of superintendents, engineers, timekeepers, accountants, clerks, watch persons and all other site supervision staff above foreperson employed directly for the subject *Work*; (v) coordination with other trades affected; (vi) use of temporary offices, sheds and other general temporary site support facilities and all utilities used therein; and (vii) licences and permits other than those specific to a particular item of the *Work*. For certainty, *Overhead* includes all costs not expressly included in valuation of a change in paragraph 6.3.7.

Owner's Agent

Owner's Agent means the person or entity identified as such in the *Agreement Term Sheet*, if any.

Owner Entities

Owner Entities means the *Owner*, the *Owner's Agent* and the *Municipality*, including any employees, partners, officers, directors, agents, Members of Regional Council, and other Persons for whom they are responsible at law.

Owner Personnel

Owner Personnel means the *Owner*, the *Owner's Agent*, the *Consultant*, all *Other Contractors* and any other *Persons* engaged by them in respect of the *Work*, the *Project* or the *Owner's* obligations under this *Contract*, including any employees, partners, officers, directors, agents, subcontractors, subconsultants, and other *Persons* for whom they are responsible at law.

Pandemic

Pandemic means the *COVID-19* pandemic declared by the World Health Organization to be a pandemic on March 11, 2020, and shall include such continuing or resurgent effects of *COVID-19* upon public health as may persist notwithstanding that it may no longer constitute a declared pandemic or other public health emergency as of the *Effective Date*.

Pandemic Change in Law

Pandemic Change in Law means any change, amendment, modification, repeal or replacement in *Applicable Law* or a *Governmental Response* that: (i) came into effect after the *Effective Date*; (ii) is directly resultant from or related to the *Pandemic* or the occurrence, control or spread of *COVID-19*; and (iii) directly affects performance of the *Work*, including the *Contract Time* or the *Contract Price*. For certainty, a *Pandemic Change in Law* includes any obligation to delay commencement or suspend performance of the *Work* due to a *Governmental Response* coming into effect after the *Effective Date*.

Person

Person includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a *Governmental Authority*, and the executors, administrators or other legal representatives of an individual in such capacity.

Phase of the Work

Phase of the Work has the meaning given in paragraph 5.4.7.

Proper Invoice

Proper Invoice means an application for payment that includes each of the elements listed in Appendix 2 to the Supplementary Conditions – Proper Invoice Requirements.

Ready-for-Takeover Date

Ready-for-Takeover Date means the date set out for achievement of *Ready-for-Takeover* in the *Agreement Term Sheet*, as such date may be adjusted in accordance with the *Contract*.

Soil Regulations

Soil Regulations means Ontario Regulation 406/19 – On-Site and Excess Soil Management as made under the *Environmental Protection Act*, as may be amended from time to time, or its successor regulation.

Submittals

Submittals are documents or items required by the *Contract Documents* to be provided by the *Contractor*, including *Shop Drawings*, samples, models, mock-ups, as-built drawings and operation and maintenance manuals.

Standard of Care

Standard of Care means the standard of care, competence, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar work and services for a project of similar size, scope, complexity, quality and prestige as the Project and in the same or similar locality as the Project.

Warranty Period

Warranty Period has the meaning given in paragraph 12.3.1.

Warranty Security

Warranty Security has the meaning given in paragraph 4.6 of Article A-4.

WSIA

WSIA means the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sched. A, as amended from time to time, or its successor legislation, and shall include all regulations enacted thereunder.

WSIB

WSIB means the Workplace Safety & Insurance Board of Ontario, which operates under the authority of the *WSIA*.”

GENERAL CONDITIONS

GC 1.1 CONTRACT DOCUMENTS

SC-14 Delete paragraphs 1.1.3 and 1.1.4 in their entirety and replace them with the following:

“1.1.3 The *Contractor* shall in accordance with the *Standard of Care* review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*. The *Contractor* shall report promptly to the *Consultant* any ambiguities, design issues or other matters requiring clarification made known to the *Contractor* or that the *Contractor* may discover from such a review.

1.1.4 Except for its obligation to review the *Contract Documents* and report the result pursuant to paragraph 1.1.3, the *Contractor* is not responsible for ambiguities, design issues or other matters requiring clarification in the *Contract Documents* and does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. Without limiting the foregoing, the *Contractor* shall not be liable for any damages or costs resulting from any ambiguities, design issues or other matters requiring clarification in the *Contract Documents* which the *Contractor* could not reasonably have discovered from such a review in accordance with the *Standard of Care*. If the *Contractor* does discover any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, the *Contractor* shall notify the *Owner* and *Consultant* in writing and not proceed with the work affected until the *Contractor* has received modified or additional information from the *Consultant* or *Owner* in writing. The impacts of any ambiguities, design issues or other matters requiring clarification in the *Contract Documents*, including to the *Contract Price* and *Contract Time*, shall be addressed by the parties in accordance with Part 6 – CHANGES.”

SC-15 Delete subparagraph 1.1.5.1 in its entirety and replace it with the following:

“.1 the order of priority of documents, from highest to lowest, shall be:

- Appendix 1 to the Supplementary Conditions – *Agreement Term Sheet*
- *Addenda*
- the Agreement between *Owner* and *Contractor*, as amended by the Supplementary Conditions
- the Definitions, as amended by the Supplementary Conditions
- the General Conditions, as amended by the Supplementary Conditions
- Appendix 2 to the Supplementary Conditions – Proper Invoice Requirements

- Appendix 3 to the Supplementary Conditions – Insurance
- Division 01 of the *Specifications*
- technical *Specifications*
- material and finishing schedules
- the *Drawings*
- *Background Reports*
- *Notice of Award*”

SC-16 Add the following to the end of subparagraph 1.1.6.2 after the words “the *Work*”:
 “, except to the extent the *Consultant* is indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4 and 9.5.3.4 and in paragraph 13.1.1.”

SC-17 Add new paragraph 1.1.12 as follows:

“1.1.2 The parties acknowledge and agree that this *Contract* represents the entire agreement between the parties in respect of the *Work* and the *Project* and no document shall form part of the *Contract Document* unless expressly identified in Article A-3. For certainty, no letter of intent, purchase order or work order issued by the *Owner* in respect of any of the *Contract*, the *Work* or the *Project* shall form part of the *Contract Documents* and no terms or conditions therein, if any, shall be of any force and effect.”

GC 1.4 ASSIGNMENT

SC-18 Delete paragraph 1.4.1 in its entirety and replace it with the following:

“1.4.1 The *Contractor* shall not assign, transfer or novate all or any part of the *Contract* without the written consent of the *Owner*, which consent may be withheld in the *Owner*’s sole and absolute discretion. The *Owner* may assign, transfer or novate all or a portion of this *Contract* or any right, benefit or interest in all or any portion of this *Contract*, to any *Affiliate* or to any purchaser of all or part of the *Place of the Work* or *Project* in its sole discretion. The *Owner* shall otherwise not assign, transfer or novate all or any portion of the *Contract* without the written consent of the *Contractor*, which consent shall not be unreasonably withheld.”

GC 2.2 ROLE OF THE CONSULTANT

SC-19 Delete the second sentence in paragraph 2.2.3 in its entirety and replace it with the following:

“The duties, responsibilities and limitations of authority of such project representatives shall be those of the *Consultant* as described in the *Contract Documents*.”

- SC-20 In the first line of paragraph 2.2.6, delete the words “Except with respect to GC 5.1 – Financing Information Required by the *Owner*,”.
- SC-21 In paragraph 2.2.8:
- (1) in both the first and second sentences add the words “, written statements” after the word “interpretations”; and
 - (2) add the following to the end:

“The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of its making of any interpretations, written statements or findings in accordance with paragraphs 2.2.6, 2.2.7, 2.2.8, and 7.1.2, but only to the extent that any such interpretations, written statements, and findings are made by the *Consultant* in an unbiased manner and in accordance with the *Consultant*’s professional standard of care at law.”
- SC-22 In paragraph 2.2.18 delete the word “immediately” and add the following to the end “Notwithstanding the foregoing, while the *Owner* will consider any reasonable objections of the *Contractor*, the *Owner* shall have absolute discretion in its appointment of a new *Consultant*.”

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- SC-23 In the second sentence of paragraph 2.3.1 add the words “and the *Owner*” immediately following the words “the *Consultant*”.

GC 2.4 DEFECTIVE WORK

- SC-24 Delete paragraph 2.4.1 in its entirety and replace it with the following:
- “2.4.1 The *Contractor* shall promptly correct at its expense and in a manner acceptable to the *Owner* and *Consultant* defective work that has been rejected by the *Consultant* or *Owner* as failing to conform to the *Contract Documents* whether or not specifically identified by the *Consultant* or *Owner* and whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*. The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day-to-day operations of the *Owner*, including as required by paragraph 12.3.4, and shall otherwise prioritize the correction of defective work as required so as not to interfere with, or derogate from, the *Construction Schedule*. Subject to paragraph 2.4.3 and without prejudice to any other right or remedy under this *Contract* or at law and without affecting the warranty period, if the *Contractor* fails to correct such defective work within a reasonable amount of time as determined by the *Consultant*, the *Owner* may have such defective work corrected by its own forces or *Other Contractors* at the *Contractor*’s

expense. Any testing (including retesting by the *Owner*) to ensure that the defective work has been corrected and complies with the *Contract Documents* shall also be carried out at the *Contractor's* expense. The *Contractor* shall not be entitled to any adjustment of the *Contract Time* for correction of defective work and the *Owner* may deduct any expenses incurred pursuant to this paragraph 2.4.1 from any amounts due and owing to the *Contractor* under this *Contract*.”

GC 2.5 OWNER’S AGENT

SC-25 Add new GC 2.5 – OWNER’S AGENT as follows:

“GC 2.5 OWNER’S AGENT

- 2.5.1 The *Owner’s Agent* shall have the authority to exercise all rights and obligations of the *Owner* under this *Contract*.
- 2.5.2 Subject to any notified limitations in authority, the *Contractor* may rely upon any written instructions or directions provided by the *Owner’s Agent*. Neither the authority of the *Owner’s Agent* to act, nor any decision to exercise or not exercise such authority, shall give rise to any duty or responsibility of the *Owner’s Agent* to any *Contractor Personnel*.”

GC 3.1 CONTROL OF THE WORK

SC-26 Add new paragraphs 3.1.3 to 3.1.6 as follows:

- “3.1.3 Prior to commencing individual fabrication and construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where such verification is not possible prior to fabrication or construction within the *Contract Time*, or dimensions are not included or contradictions exist, or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected work.
- 3.1.4 To the extent applicable, the *Contractor* shall in consultation with the *Owner* schedule, coordinate and perform the *Work* as required to prevent or, where prevention is not possible, to minimize, any impacts to the *Owner’s* continuing business operations.
- 3.1.5 The *Contractor* and its *Subcontractors* shall attend meetings with respect to the *Work* as may be directed by the *Consultant* or *Owner*. The *Contractor* shall not claim any extra compensation for attendance at these meetings. The *Contractor* and its *Subcontractors* shall provide competent representatives to

attend such meetings who are authorized to make undertakings on their behalfs.

- 3.1.6 Prior to commencement of the *Work* the *Contractor* shall provide to the *Owner* certificates of insurance evidencing coverage as required by this *Contract*, a clearance certificate from the *WSIB* stating that all amounts owed to date have been paid in full.”

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC-27 In paragraph 3.2.1 add the words “or for other work at the *Place of the Work*” after the words “the *Project*”.

SC-28 Delete subparagraph 3.2.2.1 in its entirety and replace it with the following:

- “.1 cause such *Other Contractors* and *Owner’s* own forces to comply with the instructions of the *Contractor* relating to coordination and scheduling of the activities and work of such *Other Contractors* and the *Owner’s* own forces at the *Place of the Work* with the *Work* of the *Contract*.”

GC 3.4 CONSTRUCTION SCHEDULE

SC-29 Delete paragraph 3.4.1 in its entirety and replace it with the following:

“3.4.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* ten (10) *Working Days* after receipt of the *Notice of Award* a construction schedule that meets all requirements of the *Contract Documents* and that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their interrelationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*. Upon the *Consultant’s* acceptance of such schedule in writing, in consultation with the *Owner*, it shall become the *Construction Schedule*;
- .2 make the native form of the *Construction Schedule* available to the *Owner* and *Consultant* upon request;
- .3 complete the *Work* in accordance with the *Construction Schedule* and provide the expertise and resources, including manpower and *Construction Equipment*, as necessary to maintain progress under the *Construction Schedule*;
- .4 monitor the progress of the *Work* on a bi-weekly basis relative to the *Construction Schedule* and advise the *Consultant* and the *Owner* bi-weekly in writing of any variation from or slippage in performance of the *Work* in accordance with the *Construction Schedule*, together with a detailed explanation of any delays and a plan to mitigate the delay;

- .5 advise the *Consultant* of any revisions required to the *Construction Schedule* as the result of extensions of the *Contract Time* as provided in Article A-10 and Part 6 – CHANGES IN THE WORK;
- .6 update and submit to the *Consultant* and *Owner* an electronic copy of an updated *Construction Schedule* on a monthly basis and upon request by the *Consultant* or *Owner*, which submission shall include a comparison of the updated *Construction Schedule* to the accepted *Construction Schedule*, a summary of actual and forecast progress of the *Work* relative to the *Construction Schedule*, and a description of the basis of and logic for any changes made to the *Construction Schedule* in conformance to requirements of the *Contract Documents*; and
- .7 subject to Article A-10 and Part 6 – CHANGES IN THE WORK, provide overtime work without adjustment to the *Contract Price* if such work is deemed necessary to mitigate delay and/or recoup lost time in order to meet the *Construction Schedule*.”

SC-30 Add new paragraph 3.4.2 as follows:

“3.4.2 At the time of commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant* a schedule indicating the times within the *Construction Schedule* that *Products* specified to be purchased by the *Owner* and installed or connected by the *Contractor* are required to be delivered to the *Place of the Work* to allow for performance of the *Work* within the *Contract Time* and avoid delaying the progress of the *Work*.”

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

SC-31 Add the following to paragraph 3.6.2:

“The *Contractor* agrees not to change any such *Subcontractors* without the prior written consent of the *Owner*, such consent not to be unreasonably withheld.”

SC-32 Add the following new paragraph 3.6.7 to 3.6.8:

“3.6.7 Ten (10) *Working Days* after receipt of the *Notice of Award* the *Contractor* shall submit to the *Owner* a list of all *Subcontractors* proposed to perform the *Work* and the names of all senior staff of the *Contractor* that will perform, supervise and coordinate the *Work*.

3.6.8 Notwithstanding any other term in this *Contract*, under no circumstance shall the *Contractor* employ as a *Subcontractor* or *Supplier* any *Person* identified on the *Owner’s* list of suspended subcontractors and suppliers which list is available online here: [<https://www.halton.ca/The-Region/Finance-and-Transparency/Doing-Business-with-the-Region>]. The *Contractor* shall not be entitled to adjustment of the *Contract Price* or *Contract Time* where it is

required to change a proposed *Subcontractor* or *Supplier* due to their inclusion on such list. The *Contractor* shall also prohibit its *Subcontractors* and *Suppliers* from employing for the *Project* any such *Persons*.”

GC 3.7 LABOUR AND PRODUCTS

SC-33 Add the following to the end of paragraph 3.7.1:

“The *Contractor* represents that it has sufficient skilled employees to replace, subject to the *Owner*’s approval, acting reasonably, its designated supervisor and project manager in the event of death, incapacity, removal or resignation.”

SC-34 Add paragraphs 3.7.4 to 3.7.9 as follows:

“3.7.4 Ten (10) *Working Days* after receipt of the *Notice of Award* the *Contractor* shall submit to the *Owner* and *Consultant* an itemized list of *Suppliers* and manufacturers for *Products* that are to be supplied for the *Work* as specified in the *Contract Documents*. The *Contractor* shall provide the specification section reference, description of the *Product*, manufacturer, *Supplier* and any other information requested by the *Owner* or *Consultant*. Upon acceptance of such list by the *Owner* the *Contractor* agrees to use the *Products* specified in such approved itemized list.

3.7.5 All products and materials existing at the *Place of the Work* as of the *Effective Date* shall remain the property of the *Owner*. All *Products* to be incorporated in the *Work* shall become the property of the *Owner* at the earlier of: (i) incorporation of the *Product* into the *Work*; and (ii) payment in whole or in part for the *Product* by the *Owner*. Notwithstanding transfer of title and ownership to the *Owner*, the *Contractor* shall remain responsible for any loss or damage to *Products* until *Ready-for-Takeover* has been achieved.

3.7.6 All *Products* which are specified in the *Contract Documents* by their proprietary names or by part or catalogue numbers, are to form the basis for the specifications of such *Products*. No substitute for any such *Products* may be used without the *Consultant*’s written approval, acting reasonably. Substitutes for *Products* specified in the *Contract Documents* or approved by the *Owner* pursuant to paragraph 3.7.4 will be permitted only when: (i) request for the substitution is submitted in sufficient time to permit proper investigation and written approval by the *Consultant*, acting reasonably; and (ii) the specified *Product* has been discontinued, is unavailable or, due to such *Product*’s delivery being on the critical path it cannot be delivered within the time required for performance of the *Work* within the *Contract Time*. When requesting approval for the use of substitutes, the *Contractor* shall include in its submission sufficient details regarding the subject *Product*’s discontinuance, availability or impact on the critical path, as applicable, together with a description of any effect (increase or decrease) that the substitution may have on the *Contract Price* and, if applicable,

written approval from all *Governmental Authorities*. No adjustment to the *Contract Time* shall result from the use of substitutes by the *Contractor*.

- 3.7.7 Where the *Contractor* is of the reasonable opinion that advanced payment for a *Product* is required to secure such *Product's* timely supply and delivery to the *Place of the Work* in compliance with the *Construction Schedule* and *Contract Time*, the *Contractor* may seek consent from the *Owner* to include application for payment for such *Product* in a *Proper Invoice* prior to its incorporation into the *Work* by *Notice in Writing* to the *Owner* and *Consultant*, which *Notice in Writing* shall include a description of the circumstances giving rise to the need for such advanced payment and identifying whether the stockpiling or storage of such *Products* at the *Place of the Work* will be required pursuant to paragraph 3.7.8. With any *Proper Invoice* seeking advanced payment (as approved by the *Owner* pursuant to this paragraph 3.7.7), the *Contractor* shall include a receipt with proof of payment for the *Product* or such other documentation as reasonably required by the *Owner* to confirm payment by the *Contractor* for such *Product*. The *Owner* may approve or refuse any request for advanced payment for *Products* in its sole and absolute discretion.
- 3.7.8 No *Products* shall be stockpiled or stored at the *Place of the Work* before their anticipated incorporation into the *Work* unless, in the reasonable opinion of the *Consultant* and the *Owner*, the stockpiling or storage of such *Products* at the *Place of the Work* is feasible and necessary or desirable, including because of advanced payment for such *Products* as approved by the *Owner* pursuant to paragraph 3.7.6, then the *Contractor* shall obtain the prior written approval of the *Owner* for stock piling or storage of *Products* at the *Place of the Work*. The *Contractor* acknowledges and accepts that the *Owner* may not have space for storage of *Products* at the *Place of the Work* and, as such, the *Contractor* agrees that the *Owner* shall not have any obligation to permit the stockpiling or storage of *Products* at the *Place of the Work*. Where the *Owner* does not approve storage of *Products* at the *Place of the Work*, the *Contractor* may elect at its sole cost to store such *Products* at an alternate location. The *Contractor* shall remove all surplus or rejected *Products* from the *Place of the Work*.
- 3.7.9 Where the *Owner* has made payment to the *Contractor* for *Products* prior to their delivery to the *Place of the Work*, at no additional cost to the *Owner*, the *Contractor* shall:
- .1 provide the *Owner* with an executed receipt clearly identifying the *Owner* as the owner of the subject *Products* together with any available identifying information for such *Products*, such as serial numbers;
 - .2 ensure that the *Products* are clearly marked, identified or labelled as being the property of the *Owner* during any storage or transport of such *Products*;

- .3 ensure that when such *Products* are stored at a location other than the *Place of the Work* they are kept in a segregated location and not intermingled or co-mingled with the property of the *Contractor* or any other person;
- .4 ensure that the *Owner* and *Consultant* have the right to access, examine and inspect such *Products*; and
- .5 ensure that such *Products* are not subject to any landlord distress rights, security interest or other encumbrance by any person.”

GC 3.8 SHOP DRAWINGS

- SC-35 Add the words “AND OTHER SUBMITTALS” to the title of GC 3.8 after the words “SHOP DRAWINGS”.
- SC-36 Add the words “and other *Submittals*” after the words “*Shop Drawings*” in paragraphs 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, 3.8.6, and 3.8.7.

GC 3.9 CLEAN-UP

GC 3.10 DOCUMENTS AT THE SITE

GC 3.11 USE OF THE WORK

GC 3.12 CUTTING AND REMEDIAL WORK

GC 3.13 EXCESS SOILS

- SC-37 Add the following new GC 3.9 CLEAN-UP, GC 3.10 DOCUMENTS AT THE SITE; GC 3.11 USE OF THE WORK, GC 3.12 CUTTING AND REMEDIAL WORK and GC 3.13 EXCESS SOILS:

“GC 3.9 CLEAN-UP

- 3.9.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner Personnel*, *Other Contractors* or their employees.”
- 3.9.2 Before applying for *Substantial Performance* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of *Owner Personnel*, *Other Contractors* or their employees and shall leave the *Place of the Work* clean and suitable for use and occupancy by the *Owner*. The *Contractor* shall remove materials,

tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

- 3.9.3 Prior to submitting its *Proper Invoice* for final payment, the *Contractor* shall remove any remaining materials, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of *Owner Personnel*, *Other Contractors* or their employees.
- 3.9.4 All debris and waste resulting from the *Work* shall be removed from the *Place of the Work* expeditiously and shall be disposed of in accordance with the *Contract Documents* and *Applicable Law*. Salvage or materials from the *Work* shall not be sold at or near the *Place of the Work*.
- 3.9.5 In the event that the *Owner* or any *Governmental Authority* orders, instructs or requests that the *Owner* or *Contractor* clean-up the *Place of the Work* or any property adjacent to or in proximity to the *Place of the Work*, the *Contractor* shall be responsible for the prompt completion of such clean-up activities at its sole cost, provided that the requirement for such clean-up is related to or arises from the *Work* and except to the extent such clean-up is required due to the work of *Owner Personnel*, *Other Contractors* or their employees.
- 3.9.6 The *Owner* shall have the right to back charge the costs of cleaning required to be performed by the *Contractor* pursuant to this GC 3.9 if not done by the *Contractor* within forty eight (48) hours of receipt of written notice from the *Owner* or *Consultant*.”

GC 3.10 DOCUMENTS AT THE SITE

- 3.10.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of *Contractor Personnel* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

- 3.12.3 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 EXCESS SOILS

- 3.13 The *Contractor* expressly acknowledges that, where the *Project* involves *Excess Soil*, *Applicable Law* shall include the *Soil Regulations*. In such case, notwithstanding that the *Owner* may be a “Project Leader” as defined under the *Soil Regulations*, the *Contractor* expressly agrees and acknowledges that the *Work* includes assumption, performance, and fulfillment of all liabilities, responsibilities and obligations of the Project Leader applicable to *Excess Soil* as set out in the *Contract Documents*. Without limiting the foregoing, in performance of the *Work* and its obligations under this *Contract* the *Contractor* shall coordinate and consult with the *Owner*, *Consultant* and *Environmental Consultant* as required to ensure compliance of the *Project* with the *Soil Regulations*.”

GC 4.1 CASH ALLOWANCES PAYMENT

- SC-38 Delete paragraph 4.1.7 in its entirety and replace it with the following:

“4.1.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant* a schedule indicating the times within the *Construction Schedule* that items called for under cash allowances are required to be delivered to the *Place of the Work* to avoid delaying the progress of the *Work*.”

- SC-39 Add new paragraph 4.1.8 in as follows:

“4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work* to be paid for from cash allowances.”

GC 4.2 CONTINGENCY ALLOWANCE

- SC-40 Add the following to the end of paragraph 4.2.4:

“For certainty, prior to *Contractor*’s submission of its *Proper Invoice* for final payment the *Contract Price* shall be reduced by the amount of any contingency allowance not authorized for expenditure under paragraph 4.2.3.”

- SC-41 Add new GC 4.3 PROVISIONAL ITEMS ALLOWANCE as follows:

“GC 4.3 PROVISIONAL ITEMS ALLOWANCE

- 4.3.1 The *Contract Price* includes the amount of the provisional items allowance, if any, stated in the *Contract Documents*.

- 4.3.2 The provisional item allowance includes the *Contractor's* overhead and profit in connection with such provisional items.
- 4.3.3 Expenditures under the provisional items allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.3.3 and the amount of the provisional items allowance. For certainty, prior to *Contractor's* submission of its *Proper Invoice* for final payment the *Contract Price* shall be reduced by the amount of any provisional items allowance not authorized for expenditure under paragraph 4.3.3.”

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SC-42 Delete GC 5.1 in its entirety and replace it with the following:

“GC 5.1 – DRAFT APPLICATIONS FOR PAYMENT

- 5.1.1 Except as stipulated in paragraph 5.1.2, on a monthly basis and no earlier than five (5) *Working Days* after the end of the applicable monthly payment period, the *Contractor* shall submit to the *Consultant* and the *Owner* a draft application for payment for the value of the *Work* performed up to the end of the subject monthly payment period. The draft application for payment shall be in the form of the *Proper Invoice Template*. The draft application for payment must contain all information and documentation required for a *Proper Invoice* as stipulated in Appendix 2 – Proper Invoice Requirements.
- 5.1.2 The *Contractor* shall not submit a draft application for payment between December 24 and January 2 inclusive or on any day that is not a *Working Day*.
- 5.1.3 The *Contractor* shall be available upon request of the *Owner* or *Consultant* to meet and review the draft application for payment prior to *Contractor's* submission of the corresponding *Proper Invoice*.
- 5.1.4 All draft applications for payment and *Proper Invoices* shall be submitted by email to the *Owner* and *Consultant* at the email addresses stipulated in the *Agreement Term Sheet* and all such email messages shall include:
- .1 the sender's name, address, telephone number, fax number, if any, and e-mail address;
 - .2 the date and time of transmission; and
 - .3 the name and telephone number of a person to contact in the event of a transmission problem.

- 5.1.5 Where a draft application for payment or *Proper Invoice* is given by email between 4:00 p.m. and midnight, it shall be deemed to have been given on the following day.”

GC 5.2 APPLICATIONS FOR PAYMENT

- SC-43 Delete paragraph 5.2.1 in its entirety and replace it with the following:

“5.2.1 A minimum of five (5) Working Days following the Contractor’s submission of a draft application for payment pursuant to GC 5.1 the Contractor shall submit a Proper Invoice to the Consultant and the Owner on account as provided in Article A-5 of the Agreement which Proper Invoice shall be for Work for the value of the Work performed up to the end of the subject monthly payment period. All Proper Invoices shall be submitted in accordance with paragraphs 5.1.4 and 5.1.5. Notwithstanding any other term of the Contract, including paragraph 5.1.2, the Contractor shall not submit a Proper Invoice between November 22 and January 2 inclusive or on any day that is not a *Working Day*. For certainty, application for payment in respect of the *Warranty Security* shall only be made upon satisfaction of all stipulated requirements for this milestone as set out in paragraph 12.3.8.”

- SC-44 Delete paragraph 5.2.2 in its entirety.

- SC-45 In paragraph 5.2.3 add the words “in a *Proper Invoice*” after the words “The amount claimed” and add the following to the end:

“The amount applied for in the *Proper Invoice* for payment of the *Warranty Security* upon satisfaction of all requirements set out in paragraph 12.3.8 shall be comprised of the amount of the *Warranty Security* less any deductions to such security applied in accordance with this *Contract*.”

- SC-46 Delete paragraph 5.2.4 in its entirety and replace it with the following:

“5.2.4 At least 15 calendar days before submission of its first *Proper Invoice* the Contractor shall submit to the Consultant, in a form acceptable to the Owner and Consultant, acting reasonably, a schedule of values for the parts of the Work, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of *Proper Invoices*.”

- SC-47 Amend paragraph 5.2.6 by replacing the words “Applications for payment” with the words “*Proper Invoices*”.

- SC-48 Delete paragraph 5.2.7 in its entirety.

GC 5.3 PAYMENT

- SC-49 In paragraph 5.3.1 replace the words “an application for payment” with “a *Proper Invoice*”.

SC-50 Delete subparagraph 5.3.1.1 in its entirety and replace it with the following:

“1.1 If the *Consultant*, in consultation with the *Owner*, determines that an amount different than that applied for is properly due, the *Owner* or *Consultant* shall issue a “Notice of Non-Payment” pursuant to the *Construction Act* on behalf of the *Owner*.”

SC-51 Delete subparagraph 5.3.1.2 in its entirety and replace it with the following:

“1.2 Subject to any “Notice of Non-Payment” issued pursuant to the *Construction Act* on behalf of the *Owner*, the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT no later than twenty-eight (28) calendar days from the date of receipt of such *Proper Invoice* and, in any event, in compliance with the *Payment Legislation*.”

SC-52 Add new paragraphs 5.3.2 to 5.3.5 as follows:

“5.3.2 If the *Contractor* fails to provide any element of a *Proper Invoice*, including a statutory declaration or the workers’ compensation clearance certificate, the application for payment will not constitute a *Proper Invoice* and the *Owner* shall not be required to make payment to the *Contractor* until a complete *Proper Invoice* is submitted.

5.3.3 The *Contractor* shall have no entitlement to payment and no *Proper Invoice* may be submitted for changes in the *Work* without a written *Change Order* issued by the *Owner*.

5.3.4 The *Owner* may withhold from payment amounts as determined by the *Owner* or *Consultant*, acting reasonably, to ensure correction of defective work and may also provide for the retention of amounts in addition to the statutory holdback provided for in the *Contract* sufficient to protect the *Owner* against all liens of which the *Owner* has notice.

5.3.5 Following receipt by the *Contractor* of statutory declarations from *Suppliers* or *Subcontractors* of any tier, the *Contractor* shall promptly provide the *Owner* and *Consultant* with copies of such statutory declarations.”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

SC-53 Delete all paragraphs of GC 5.4 in their entirety and replace them with the following:

“5.4.1 When the *Contractor* considers that *Substantial Performance of the Work* has been achieved, or if permitted by the *Payment Legislation* a designated portion of the *Work* which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within five (5) *Working Days*, deliver to the *Consultant* and to the *Owner* a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or

substantial performance of the designated portion of the *Work*, which application shall include the following:

- a. A comprehensive list of work to be completed or corrected including all deficient or defective work identified by the *Owner* and *Consultant* and the cost for completion and correction of such work,
- b. A list of work which cannot be performed for reasons beyond the control of the *Contractor* including the proposed date for completion of such work and the cost for completion of such work,
- c. A declaration to the effect that:
 - i. the *Contract* is substantially performed,
 - ii. the performance of the balance of the *Contract* is in progress, and
 - iii. where the balance of the *Contract*, or a part or parts thereof cannot be performed forthwith, but must be deferred for reasons beyond the control of the *Contractor*, the balance of the *Contract* shall be completed by a fixed date,
- d. All documentation required pursuant to GC 10.4 – WORKERS’ COMPENSATION, including a clearance certificate from the *WSIB* stating that all amounts owed to the date of *Substantial Performance of the Work* have been paid in full,
- e. A statutory declaration using the latest CCDC 9A form of “Statutory Declaration of Progress Payment Distribution by Contractor”,
- f. A list of all outstanding or potential *Claims* of the *Contractor* under the *Contract* as of the date of its application for *Substantial Performance of the Work*. For certainty, the provision of this list shall in no way relieve the *Contractor* of its notice obligations under the *Contract* for any *Claim*,
- g. A statement identifying the value of *Work* done to the proposed date of *Substantial Performance of the Work* together with all documentation reasonably required by the *Owner* and *Consultant* to determine the value of same, and
- h. A statement showing the amount of holdback monies due for release and payment when all liens that may be claimed against such holdback have expired or been satisfied, discharged or otherwise provided for under the *Payment Legislation*.

Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

5.4.2 The *Consultant* will review the *Work* to certify or verify the validity of the application and shall promptly, and in any event, no later than 15 *Working Days* after receipt of the *Contractor's* application:

- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
- .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

For certainty, the *Contract Price* to be used in determining achievement of *Substantial Performance of the Work* shall be the *Contract Price* as amended by any *Change Orders* issued as of the date such determination is being made and shall not include any anticipated changes to the *Contract Price* not yet confirmed by *Change Order*, including in respect of any cash allowances or contingencies.

5.4.3 Within no more than 7 calendar days following receipt of the certificate from the *Consultant* pursuant to paragraph 5.4.2, the *Contractor* shall cause such certificate to be published in accordance with the requirements of the *Payment Legislation* and the *Contractor* shall issue to the *Owner* and *Consultant* an application for release of the holdback. The *Contractor's* application for release of the holdback application shall include:

- .1 a copy of the advertisement containing the certificate of *Substantial Performance of the Work* placed by the *Contractor* in the appropriate construction trade newspaper;
- .2 a declaration that no written notices of lien have been received by the *Contractor*;
- .3 all documentation required pursuant to GC 10.4 – WORKERS' COMPENSATION, including a clearance certificate from the *WSIB* stating that all amounts owed to the date of *Substantial Performance of the Work* have been paid in full; and
- .4 a statutory declaration using the latest CCDC 9A form of "Statutory Declaration of Progress Payment Distribution by Contractor".

Except to the extent required by *Payment Legislation*, such application for release of the holdback shall not constitute an application for payment that is subject to *Proper Invoice* requirements. All holdback amounts prescribed by the *Payment Legislation* shall become due and payable to the *Contractor* following expiration of the holdback period stipulated in the *Payment Legislation* provided that all liens that may be claimed against the holdback have expired or been satisfied, discharged or otherwise provided for as required by the *Payment Legislation*.

5.4.4 There shall be no progressive release of holdback for a portion of the *Work* pursuant to any applicable *Payment Legislation*.

5.4.5 The *Owner* may refuse to pay some or all of the lien holdback amount provided that the *Owner* complies with any applicable requirements of the *Payment Legislation*.

5.4.6 Annual Release of Holdback

.1 Accrued lien holdback the *Owner* is required to retain under the *Payment Legislation* shall be released on an annual basis in relation to *Work* performed during the applicable annual period provided that:

- i. the *Construction Schedule* is longer than one year in duration;
- ii. the *Contract Price* exceeds ten million dollars (\$10,000,000);
- iii. the *Owner* has elected in the *Agreement Term Sheet* to release holdback on an annual basis;
- iv. the *Contractor* submits to the *Owner* and *Consultant* an application for release of such holdback on an annual basis for the applicable annual period that includes a copy of the notice proposed to be given under subparagraph 5.4.6.1(v) and a statutory declaration using the latest CCDC 9A form of “Statutory Declaration of Progress Payment Distribution by Contractor”; and
- v. 60 calendar days after the date of the *Contractor*’s application for release of the holdback on an annual basis and the giving of written notice in a form acceptable to the *Owner*, acting reasonably, by the *Contractor* to all *Contractor Personnel* of such application (including by posting of such notice in a visible location at the *Place of the Work*), there are no preserved or perfected liens in respect of the *Contract*, or all liens in respect of the *Contract* have been satisfied, discharged or otherwise provided for under the *Payment Legislation*.

.2 For the purposes of this paragraph 5.4.6 the applicable annual period shall be each calendar year occurring during the term of the *Contract*.

5.4.7 Phased Release of Holdback

.1 Accrued lien holdback the *Owner* is required to retain under the *Payment Legislation* shall be released on upon completion of each of phase of the *Work* expressly identified and described in the *Contract Documents* (each a “*Phase of the Work*”) provided that:

- i. the *Consultant* has certified that the subject *Phase of the Work* has been completed as required by the *Contract Documents*;
- ii. the *Contract Price* exceeds ten million dollars (\$10,000,000);
- iii. the *Owner* has elected in the *Agreement Term Sheet* to release holdback on a phased basis;
- iv. the *Contractor* submits to the *Owner* and *Consultant* an application for release of such holdback on a phased basis for the completed *Phase of the Work* that includes a copy of the notice proposed to be given under subparagraph 5.4.7.1(v) and a statutory declaration using the latest CCDC 9A form of “Statutory Declaration of Progress Payment Distribution by Contractor”; and
- v. 60 calendar days after the date of the *Contractor’s* application for release of the holdback on a phased basis and the giving of written notice in a form acceptable to the *Owner*, acting reasonably, by the *Contractor* to all *Contractor Personnel* of such application (including by posting of such notice in a visible location at the *Place of the Work*), there are no preserved or perfected liens in respect of the *Contract*, or all liens in respect of the *Contract* have been satisfied, discharged or otherwise provided for under the *Payment Legislation*.

5.4.8 Subject to paragraph 5.4.5, when releasing holdback pursuant to paragraph 5.4.6 or paragraph 5.4.7 the *Owner* may retain out of such accrued lien holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the *Payment Legislation*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.4.9 The *Owner’s* payment of the accrued lien holdback on an annual basis or phased basis shall not limit, waive or diminish the *Contractor’s* obligations, responsibilities, duties or liabilities under the *Contract* nor shall it constitute the *Owner’s* acceptance of the *Work*. Further, no payment of holdback shall be made unless and until any liens have been satisfied, discharged or otherwise provided for under the *Payment Legislation*. Notwithstanding any such payment, the *Contractor* shall ensure that all *Work* and *Products* are protected pending *Completion* and be responsible for the correction of defects or *Work* not performed regardless of whether or not such was apparent when such payment was made. The *Contractor* shall indemnify and hold harmless the *Owner Entities* from all *Claims* resultant from the *Owner’s* release of holdback pursuant to paragraphs 5.4.6 and 5.4.7 or *Contractor’s* breach of its obligations under paragraphs 5.4.6 and 5.4.7.

5.4.10 For certainty, notwithstanding any provision of the *Agreement Term Sheet* or other *Contract Documents*, neither paragraph 5.4.6 nor paragraph 5.4.7 shall

apply where the *Contract Price* as of the *Effective Date* does not meet or exceed the minimum contract price for release of holdback on an annual or phased basis established under the *Construction Act*.”

GC 5.5 FINAL PAYMENT

SC-54 Delete paragraphs 5.5.1 to 5.5.4 in their entirety and replace them with the following:

- “5.5.1 When the *Contractor* considers that *Completion* has been achieved, the *Contractor* shall submit a draft application for final payment within no more than five (5) *Working Days* of the claimed *Completion* date and shall submit a *Proper Invoice* to the *Owner* and *Consultant* for final payment no earlier than five (5) *Working Days* after submission of such draft application for final payment.
- 5.5.2 The *Consultant* will review the *Work* to certify or verify achievement of *Completion* and shall promptly, and in any event, no later than ten (10) calendar days after receipt of the *Contractor*’s *Proper Invoice* for final payment:
- .1 advise the *Contractor* in writing that *Completion* has not been achieved and give reasons why, or
 - .2 state the date of *Completion* (as determined by the *Consultant*) in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.5.3 Payment of a *Proper Invoice* for final payment shall be made by the *Owner* in accordance with paragraph 5.3.1.2. All holdback amounts for finishing work prescribed by the *Payment Legislation* shall become due and payable to the *Contractor* following expiration of the holdback period stipulated in the *Payment Legislation* provided that all liens that may be claimed against such holdback have expired or been satisfied, discharged or otherwise provided for as required by the *Payment Legislation*.
- 5.5.4 For certainty, all references in the *Contract Documents* to final payment or a *Proper Invoice* for final payment shall refer to the *Proper Invoice* submitted by the *Contractor* and payment to be made by the *Owner* under the *Contract* following achievement of *Completion* or following the date of termination of the *Contract* or the *Contractor*’s right to continue with the *Work* notwithstanding that payment of the *Warranty Security* (less any deductions to such security applied in accordance with this *Contract*) will not be made until satisfaction of all requirements set out in paragraph 12.3.8.”

GC 5.8 SET-OFF

SC-55 Add new GC 5.8 SET-OFF as follows:

“GC 5.8 SET-OFF

5.8.1 Notwithstanding any other provision in the *Contract* and subject to the provisions of the *Payment Legislation*, if the *Owner* has made an overpayment on any previous *Proper Invoice*, if the *Contractor* is in default under the *Contract* (including any failure to correct deficiencies as required by the *Contract*), if any amount is due and owing by the *Contractor* to the *Owner* under this *Contract*, or if the *Contractor* has not paid undisputed amounts due to *Contractor Personnel*, then without prejudice to any other right or remedy, the *Owner* may withhold or set-off payment from the *Contractor* of the amount reasonably necessary to protect the *Owner* from loss or damage arising from such event.”

GC 6.2 CHANGE ORDER

SC-56 Add new paragraph 6.2.1A as follows:

“6.2.1A If the *Contractor* is of the opinion that any direction or instruction received from the *Consultant* or the *Owner*, including any *Supplemental Instruction*, constitutes a proposed change in the *Work*, it shall give the *Consultant* and *Owner Notice in Writing* of such change within 5 *Working Days*, which notice shall include a written description of the alleged change in the *Work*, including a description of the anticipated impact to the *Contract Price* and *Contract Time* and all available supporting documentation. The *Consultant* will promptly investigate such alleged change in the *Work* and make a finding. If the finding is that such direction or instruction does constitute a change for which adjustment of the *Contract Price* and *Contract Time* is justified under the *Contract*, then, if the *Owner* does not dispute such finding within the time stipulated in Part 8 – DISPUTE RESOLUTION, the *Consultant* will issue appropriate instructions for a change in the *Work* as provided in paragraph 6.2.1. If the finding is that the direction or instruction does not constitute a change for which adjustment of the *Contract Price* or *Contract Time* is justified under the *Contract*, the *Consultant* shall provide its reasons for such finding in writing to the *Owner* and *Contractor* and the *Contractor* shall proceed with the affected *Work*, including implementation of the subject direction or instruction, and may dispute the finding of the *Consultant* under this paragraph 6.2.1A in accordance with PART 8 – DISPUTE RESOLUTION. For certainty, the *Contractor* shall not delay in its implementation of the subject direction or instruction or performance of any affected *Work* while the *Consultant* investigates the alleged change and makes a finding pursuant to this paragraph 6.2.1A.”

SC-57 Add new paragraphs 6.2.3 to 6.2.6 as follows:

“6.2.3 The *Contractor* shall prepare and submit to the *Consultant* and the *Owner* all details and supporting documentation regarding impacts of a proposed change to the *Contract Price* and *Contract Time* within ten (10) *Working*

Days after notice of the proposed change is given to the *Contractor* under paragraph 6.2.1 and otherwise within five (5) *Working Days* of such details and supporting documentation becoming known or available, as applicable.

- 6.2.4 Unless otherwise agreed by the parties, the adjustment in the *Contract Price* for any change shall be determined in accordance with paragraphs 6.3.6 and 6.3.7.
- 6.2.5 For valuation of changes to the *Work*, including in respect of any contemplated *Change Order* or request for a *Change Order* by the *Contractor*, the *Contractor* shall provide the *Owner* and *Consultant* with a detailed breakdown of all expenditures itemized in paragraph 6.3.7 anticipated to be incurred in respect of the change and such other documentation as reasonably required by the *Owner* and *Consultant* to determine the anticipated expenditures to be incurred by the *Contractor* attributable to the change. The foregoing detailed breakdown shall include a breakdown of the price quotation that includes the following to the extent applicable, with appropriate supporting documentation: (i) estimated labour costs, including hours and applicable hourly rates; (ii) estimated *Product* costs, including *Supplier* quotations, estimated quantities and unit prices; (iii) estimated *Construction Equipment* costs; (iv) enumeration of all other estimated costs included in the price quotation; (v) estimated credit amounts for labour and *Products* not required on account of the proposed change; (vi) *Subcontractor* quotations, including a detailed breakdown of all of the foregoing and (vii) estimated *Contractor's* percentage fee for profit and *Overhead* as per paragraph 6.3.6. For certainty, for all changes the *Contractor's* percentage fee shall be as stipulated in paragraph 6.3.6.
- 6.2.6 A *Change Order* shall be a final determination and adjustment to the *Contract Time*, and *Contract Price* in respect of the subject change and there shall be no further adjustments to the *Contract Time* or *Contract Price* or compensation or payment of any kind whatsoever based on the aggregate number, scope or value of changes in the *Work* whether resulting from *Change Orders* or *Change Directives*.

GC 6.3 CHANGE DIRECTIVE

SC-58 Delete subparagraph 6.3.6.3 in its entirety and replace it with the following:

- “3 Subject to subparagraph 6.3.6.4, in respect of the *Contractor's* percentage fee, the *Contractor* shall be entitled to apply mark-ups as follows to the actual costs of performing the work attributable to the change as determined in accordance with paragraph 6.3.7 (exclusive of *Value Added Taxes*), which mark-ups include the *Contractor's* fee for profit and *Overhead* (including profit and *Overhead* of all *Contractor Personnel*):

- | | | |
|------|---|--|
| i. | for <i>Contractor's</i> own work: | a mark-up in an amount of no more than 15% of the <i>Net Actual Cost</i> of the <i>Contractor's</i> own work |
| ii. | for <i>Subcontractor's</i> own work: | a mark-up in an amount of no more than 15% of the <i>Net Actual Cost</i> of the <i>Subcontractor's</i> own work; and |
| iii. | <i>Contractor's</i> mark-up on <i>Subcontractor's</i> own work: | a mark-up in an amount of not more than 10% of the <i>Net Actual Cost</i> of the <i>Subcontractor's</i> own work. |

For certainty, no further mark-up shall be applied to any costs attributable to the change, including in respect of profit and *Overhead* for *Contractor Personnel*, and regardless of the extent to which the subject work is assigned or sublet to others. If *Work* is assigned or sublet to an associate, as defined by the *Securities Act*, RSO 1990, c. S.5, as amended, no mark-up whatsoever shall be applied.”

SC-59 Add new subparagraphs 6.3.6.4 and 6.3.6.5 as follows:

- “.4 In no event shall the maximum aggregate mark-up applied by all levels of contract for overhead and profit pursuant to subparagraph 6.3.6.3 exceed 30% of the total *Net Actual Cost* of approved change.
- .5 Where the *Owner* and *Contractor* agree in writing to a rate and pricing schedule, to the extent applicable such rate and pricing schedule will be used to determine the cost of the *Contractor's* actual expenditures and savings under paragraph 6.3.7.”

SC-60 Delete subparagraph 6.3.7.1(2) in its entirety.

SC-61 In subparagraph 6.3.7.6 add the following to the end:

“For certainty, in determining the cost of performing the work attributable to the change no mark-up shall be applied to the actual expenditures incurred by a *Subcontractor* attributable to the change, which expenditures shall be itemized as required pursuant to paragraph 6.3.15. All profit and *Overhead* of the *Subcontractor* is included in the *Contractor's* percentage fee to be applied pursuant to subparagraph 6.3.6.3.”

SC-62 Delete paragraph 6.3.11 in its entirety and replace it with the following:

“Subject to paragraph 6.3.14, any undisputed value of *Work* performed as the result of a *Change Directive* shall be confirmed by way of one or more *Change Orders* and upon issuance of any such *Change Order* these amounts may be included in progress payments.”

SC-63 Add new paragraphs 6.3.14 and 6.3.15 as follows:

“6.3.14 Where a *Change Directive* stipulates a maximum amount that may be incurred in respect of such *Change Directive*, the *Contractor* shall give the *Owner* written notice at least 2 *Working Days* prior to incurring any costs in excess of such stipulated maximum and may not include in any *Proper Invoice* any amount in excess of such stipulated maximum without the prior written approval of the *Owner* in the form of a further or amended *Change Directive*. For certainty, stipulation of a maximum amount that may be incurred in respect of a *Change Directive* does not constitute the *Owner*’s agreement to the quantum of costs that may be attributable to the *Change Directive* and shall not obligate the *Owner* to issue a *Change Order* in respect of any claimed amount for the value of the *Work* performed as the result of the *Change Directive* that remains under dispute.

6.3.15 Without limiting the *Contractor*’s obligations under this GC 6.3, for valuation of any *Change Directive* the *Contractor* shall provide the *Owner* and *Consultant* with detailed itemized breakdowns of all actual expenditures itemized in 6.3.7 and incurred in respect of the change, including detailed, substantiated time sheets, purchase orders, receipts or cost vouchers from *Subcontractors* and *Suppliers* and such other documentation as reasonably required by the *Owner* and *Consultant* to determine the actual expenditures incurred by the *Contractor* attributable to the change.”

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC-64 Amend subparagraphs 6.4.1.1 and 6.4.1.2 by adding the following after the words “*Contract Documents*” in each subparagraph:

“and which would not have been readily apparent prior to the *Contractor*’s commencement of the performance of the *Work* from review of the *Contract Documents* and *Place of the Work* by the *Contractor* as required by the *Contract Documents*, including pursuant to paragraph 1.5 of Article A-5 and paragraph 1.1.3 of GC 1.1”

GC 6.5 DELAYS

SC-65 Add the following to the end of paragraph 6.5.2:

“Notwithstanding the foregoing, (i) where the stop work order was issued as a result of or due to a *Force Majeure Event* this paragraph 6.5.2 shall not apply and the *Contractor*’s entitlement to adjustment of the *Contract Time* or *Contract Price* shall be governed by paragraph 6.5.3, and (ii) where the stop work order was issued as a result of or due to *COVID-19*, the *Pandemic* or a *Pandemic Change in Law*, including a *Governmental Response*, and was not the result of an act or fault of any *Contractor Personnel*, directly or indirectly, this paragraph 6.5.2 shall not apply and the *Contractor*’s entitlement to adjustment of the *Contract Time* or *Contract Price* shall be governed by the provisions of Article A-10 hereof.”

SC-66 Delete paragraph 6.5.3 in its entirety and replace it with the following:

“6.5.3 If the *Contractor* is delayed in the performance of the *Work* by a *Force Majeure Event*, including:

- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors’ association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
- .2 fire, unusual delay by common carriers or unavoidable casualties, or
- .3 *Abnormally Adverse Weather Conditions*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. Except to the extent such delays result from actions by *Owner Personnel*, the *Contractor* shall only be entitled to payment for costs directly incurred with the *Owner*’s written approval to protect the *Work* and secure the *Place of the Work* during the period of such delay and to mitigate the impacts of such delay to performance of the *Work* within the *Contract Time*. For certainty, in the event of delay caused by or resultant from *COVID-19*, the *Pandemic* or a *Pandemic Change in Law*, including a *Governmental Response*, this paragraph 6.5.3 shall not apply and the *Contractor*’s entitlement to adjustment of the *Contract Time* or *Contract Price* shall be governed by the provisions of Article A-10 hereof.”

SC-67 Delete paragraph 6.5.4 in its entirety and replace it with the following:

“6.5.4 Upon the occurrence of any event that may cause delay to performance of the *Work* the *Contractor* shall promptly give the *Owner* verbal notice of such delay event. No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* and *Owner* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.”

SC-68 Delete paragraph 6.5.5 in its entirety and replace it with the following:

“6.5.5 No adjustment to the *Contract Time* shall be made because of failure of the *Consultant* to furnish instructions unless the *Consultant* has failed to furnish such instructions within the time stipulated in any schedule agreed-to by the parties for submission and return of *Shop Drawings* and *Submittals* and the *Contractor* has given at least two (2) *Working Days*’ *Notice in Writing* to the *Consultant* and *Owner* of the date for upon which such instructions are required.”

SC-69 Add new paragraphs 6.5.6 and 6.5.7 as follows:

“6.5.6 Any adjustment to the *Contract Time* under this *Contract* shall be determined based on the direct impacts of the subject change or delay to the critical path for performance of the *Work* as of the date of the change or delay.

6.5.7 The *Contractor* acknowledges that the *Owner* will suffer real and significant losses if the *Contractor* fails to attain *Ready-for-Takeover* by the *Ready-for-Takeover Date*.

.1 Where the *Owner* has stipulated an amount for liquidated damages in the *Agreement Term Sheet*, then if the *Contractor* fails to achieve *Ready-for-Takeover* by the *Ready-for-Takeover Date* then the *Contractor* shall be liable to the *Owner* for liquidated damages in accordance with paragraph 4.7 of Article A-4 for each day or part day of delay until *Ready-for-Takeover* is achieved as confirmed by the *Consultant* in accordance with GC 12.1. The parties agree that such liquidated damages are not a penalty and represent a reasonable, fair and genuine pre-estimate of losses to the *Owner* anticipated to result from the *Contractor*'s delay in achieving *Ready-for-Takeover* by the *Ready-for-Takeover Date*.

.2 Where the *Owner* has not stipulated an amount for liquidated damages in the *Agreement Term Sheet*, then subparagraph 6.5.7.1 shall not apply and the *Contractor* shall be liable for and shall indemnify and hold harmless the *Owner* from all *Claims* resultant from or caused by failure to achieve *Ready-for-Takeover* by the *Ready-for-Takeover Date* and/or *Completion* by the *Completion Date*, including costs incurred for the *Consultant*, any *Claims* arising under any lease agreements for the *Project* (if applicable), and any *Claims* relating to financing of the *Project*.”

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

SC-70 Delete paragraph 6.6.1 in its entirety and replace it with the following:

“6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price* the *Contractor* shall give *Notice in Writing* of intent to claim to the *Owner* and to the *Consultant* within five (5) *Working Days* of commencement of the event or series of events giving rise to such claim. Notwithstanding the foregoing, any claim for adjustment to the *Contract Price* resultant from *COVID-19*, the *Pandemic* or a *Pandemic Change in Law*, including a *Governmental Response*, shall be governed by the provisions of Article A-10 and this GC 6.6 shall not apply.”

SC-71 Delete paragraphs 6.6.3 and 6.6.4 in their entirety and replace them with the following:

“6.6.3 The party making a claim pursuant to this GC 6.6 shall prepare and submit to the *Consultant* and other party in writing all available details and supporting documentation regarding the claim not later than ten (10) *Working Days* after commencement of the event or series of events giving rise to such claim and shall thereafter submit all such details and supporting documentation within five (5) *Working Days* of such details and supporting documentation becoming known or available, as applicable. For certainty, the supporting documentation to be submitted shall include all evidence reasonably required by the *Consultant* to make a finding and all such supporting documentation shall be prepared at the applicable party’s own cost.

6.6.4 Without limiting paragraph 6.6.3, where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, weekly or bi-weekly as the *Consultant* may reasonably require, submit further written interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account within five (5) *Working Days* of the end of the effects resulting from the event or series of events.”

SC-72 Add new paragraph 6.6.7 as follows:

“6.6.7 Where the party making a claim fails to provide notice or details and supporting documentation within the time stipulated in this GC 6.6 and such failure prevents the *Consultant* or other party from mitigating or minimizing *Claims* resultant from the event or series of events giving rise to such claim or otherwise causes the other party loss or damage, then the party making the claim shall be barred from bringing the subject claim.”

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

SC-73 Delete subparagraph 7.1.5.1 in its entirety and replace it with the following:

“.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* and *Temporary Work* at the *Place of the Work*; require the *Contractor* to transfer, novate or assign all agreements with *Subcontractors* and *Suppliers* in respect of the *Work* to the *Owner* or other contractors designated by the *Owner*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,”

SC-74 In subparagraph 7.1.5.4 delete the words “warranty period” and replace them with the words “*Warranty Period*”.

SC-75 Add a new subparagraph 7.1.5.5 as follows:

“5 set-off against any amount payable to the *Contractor* under the *Contract* all amounts payable by the *Contractor* to the *Owner*.”

SC-76 Add a new paragraphs 7.1.7 and 7.1.8 as follows:

“7.1.7 The *Owner* shall not be liable to the *Contractor* for any *Consequential Damages* arising from termination pursuant to this GC 7.1.

7.1.8 The *Contractor* shall submit to the *Owner* and *Consultant* a *Proper Invoice* for final payment no later than 45 calendar days after the date of termination.”

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

SC-77 Delete paragraph 7.2.2 in its entirety.

SC-78 Delete subparagraphs 7.2.3.1 and 7.2.3.2 in their entirety.

SC-79 In subparagraph 7.2.3.4 delete the words “except for GC 5.1 FINANCIAL INFORMATION REQUIRED OF THE OWNER.”

SC-80 In paragraph 7.2.4, delete “5 *Working Days*” from the second line and replace with “fifteen (15) *Working Days*”, and add the following to the end of the paragraph:

“The *Owner* shall be deemed not to be in default of its obligations under the *Contract* if it is taking active steps to remedy the default but cannot reasonably do so within the said fifteen (15) *Working Day* period.”

SC-81 In paragraph 7.2.5, delete the words “including reasonable profit” and replace them with the words “to the date of termination” and add the words “, but shall not be entitled to compensation for any *Consequential Damages*” after the words “termination of the *Contract*”.

SC-82 Add new paragraph 7.2.6 as follows:

“7.2.6 The *Contractor*’s claim for compensation under this GC 7.2 shall be submitted to the *Owner* and *Consultant* in the form of a *Proper Invoice* for final payment no later than 45 calendar days after the date of termination.”

GC 7.3 TERMINATION FOR CONVENIENCE

SC-83 Add new GC 7.3 TERMINATION FOR CONVENIENCE as follows:

“GC 7.3 TERMINATION FOR CONVENIENCE

7.3.1 The *Owner* may in its sole discretion terminate the *Contractor*'s right to continue with the *Work* in whole or in part or this *Contract* for any reason, including without cause or for convenience, at any time by giving at least 30 calendar days' *Notice in Writing* of such termination to the *Contractor* specifying the date of termination.

7.3.2 In the event of termination pursuant to paragraph 7.3.1, the *Contractor* shall be entitled to be paid for all work performed to the date of termination, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a direct result of such termination, but shall not be entitled to compensation for any *Consequential Damages*. The *Contractor*'s claim for such compensation shall be submitted to the *Owner* and *Consultant* in the form of a *Proper Invoice* for final payment no later than 45 calendar days after the date of termination.”

GC 8.1 AUTHORITY OF THE CONSULTANT

SC-84 In paragraph 8.1.2 delete the words “paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of”.

SC-85 In paragraph 8.1.3, add the following after the first sentence:

“The *Contractor* shall continue performance of the *Work* notwithstanding any such dispute and shall ensure all other *Contractor Personnel* also do so.”

GC 8.2 ADJUDICATION

SC-86 Delete paragraph 8.2.1 in its entirety and replace it with the following:

“8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be provided for by applicable legislation. Further, in addition to the matters that may be referred to adjudication pursuant to the *Payment Legislation*, the parties agree that any dispute relating to costs resultant from termination of the *Contract* or of the *Contractor*'s right to continue with the *Work* or payments due and owing in the event of or following any such termination may be referred by either party to adjudication. For certainty, no dispute regarding the validity of any such termination may be referred to adjudication and any such dispute shall be resolved in accordance with GC 8.3.”

SC-87 Add new paragraph 8.2.2 as follows:

“8.2.2 To the extent permitted by the *Construction Act* and except as required for performance of the parties’ obligations under this *Contract* or exercise of their rights under the *Construction Act*, any adjudication in respect of the *Contract* and *Project*, including all documentation and materials exchanged and any resultant award or order issued by an adjudicator, shall be confidential as between the parties.”

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

SC-88 Delete paragraph 8.3.1 in its entirety.

SC-89 Delete paragraph 8.3.2 in its entirety and replace it with the following:

“8.3.2 For any finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT that is clearly identified as a finding for the purposes of this paragraph 8.3.2 of the *Contract*, a party shall be conclusively deemed to have accepted such finding and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*.”

SC-90 Delete paragraphs 8.3.4, 8.3.5 and 8.3.6 in their entirety and replace them with the following:

“8.3.4 Following receipt of a responding party’s *Notice in Writing* of reply under paragraph 8.3.2, the parties may elect to engage in mediated negotiations to assist the parties in reaching agreement on any unresolved dispute.

8.3.5 If the dispute is not resolved at a mediation or if the parties do not agree to mediate the dispute, either party may terminate the mediation by giving *Notice in Writing* to other party and the *Consultant*.

8.3.6 Upon termination of the mediation pursuant to paragraph 8.3.5 the dispute shall be finally resolved by arbitration which may be commenced by either party by *Notice in Writing* to the other party. The arbitration shall be conducted in the jurisdiction of the *Place of the Work* and the parties agree that the arbitral award shall be final and binding and may only be appealed to the court on a question of law subject to the leave of such court as may be granted in accordance with subsection 45(1) of the *Arbitration Act*. For certainty, there shall be no appeal of the arbitral award on a question of fact or mixed fact and law.”

SC-91 Delete paragraph 8.3.7 in its entirety.

SC-92 In paragraph 8.3.8 delete the words “*Notice in Writing* requesting arbitration in paragraph 8.3.6” and replace them with the words “termination of the mediation pursuant to paragraph 8.3.5”.

SC-93 Add the following new paragraphs 8.3.9 to 8.3.13:

“8.3.9 Within five *Working Days* of the termination of the mediation pursuant to paragraph 8.3.5, the *Owner* and the *Contractor* shall give the *Consultant* a written notice containing:

- .1 a copy of supplementary conditions 8.3.9 to 8.3.14 of this *Contract*, and;
- .2 a description of any claims or issues which the *Contractor* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration.

8.3.10 The *Owner* and the *Contractor* agree that the *Consultant* may elect to become a full party to the arbitration under paragraph 8.3.6 if the *Consultant*:

- .1 has a vested or contingent financial interest in the outcome of the arbitration;
- .2 gives the notice of election to the *Owner* and the *Contractor* within ten (10) *Working Days* of receipt of the notice under paragraph 8.3.9;
- .3 agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and,
- .4 agrees to be bound by the arbitral award made in the arbitration.

8.3.11 Without limiting and subject to the *Owner* and *Contractor*’s rights under paragraph 8.3.12 to challenge whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, if an election is made under paragraph 8.3.10:

- .1 the *Owner* or *Contractor* may request particulars and evidence of the *Consultant*’s vested or contingent financial interest in the outcome of the arbitration;
- .2 the *Consultant* shall participate in the appointment of the arbitrator; and,
- .3 notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.

8.3.12 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.3.10 to become a full party may:

- .1 on application of the *Owner* or the *Contractor*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, and;
- .2 make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.

8.3.13 The provisions of paragraph 8.3.9 shall apply (with all appropriate changes being made) to written notice to be given by the *Consultant* to any sub-consultant.”

GC 9.1 PROTECTION OF WORK AND PROPERTY

SC-94 Amend subparagraph 9.1.1.1 by adding the following to the end:

“which the *Contractor* could not have discovered from review as required by the *Contract Documents*, including paragraph 1.1.3 of GC 1.1”

SC-95 Delete paragraph 9.1.1.2 in its entirety and replace it with the following:

“.2 negligent acts or omissions of any *Owner Personnel*.”

SC-96 Delete paragraph 9.1.2 in its entirety and replace it with the following:

“9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are reasonably discoverable from inspection of the *Place of the Work* as required by the *Contract Documents*, including paragraph 1.5 of Article A-1.”

SC-97 Add new paragraphs 9.1.5 and 9.1.6 as follows:

“9.1.5 The *Contractor* shall cooperate in all respects, at no cost to the *Owner*, to provide accommodation and safe access to the *Place of the Work* or portions thereof as the *Owner Personnel* may require from time to time and as may be required by utility providers with equipment or operations located at the *Place of the Work*.

9.1.6 No *Owner Personnel* or *Owner Entities* shall have any liability for the safeguarding or protection of, or for the loss, theft, damage, destruction, or disappearance of, any *Construction Equipment, Products, Temporary Work* or other tangible property or materials located at the *Place of the Work*, except to the extent caused by their own negligence.”

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC-98 In paragraph 9.2.3 delete the first word “The” and replace it with the following:

“Without limiting any of the *Contractor’s* obligations under this *Contract*, including for overall health and safety at the *Place of the Work*, the”

SC-99 Add the following words to paragraph 9.2.6 after the word “responsible”:

“or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with *Applicable Laws*) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment or material damage to the property of the *Owner* or others,”

SC-100 Add the words “and the *Consultant*” after the word “*Contractor*” in subparagraph 9.2.7.4.

SC-101 Add the following words to paragraph 9.2.8 after the word “responsible”:

“or that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with *Applicable Laws*) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment or material damage to the property of the *Owner* or others,”

GC 9.4 CONSTRUCTION SAFETY

SC-102 Delete paragraph 9.4.1 in its entirety and replace it with the following:

“9.4.1 The *Contractor* shall be solely responsible for: (i) construction health and safety at the *Place of the Work*, including all responsibilities of the “constructor” under the *OHSA*; (ii) compliance with the rules, regulations, and practices required by *Applicable Laws*, including the *OHSA*; and (iii) initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*. The *Contractor* shall file the requisite “notice of project” and list itself as the “constructor” with respect to the *Project*.”

SC-103 Delete paragraph 9.4.4 in its entirety and replace it with the following:

“9.4.4 The *Owner* shall cause the *Owner Personnel* to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*, including by requiring such compliance in any contracts with *Owner Personnel*.”

SC-104 Add the following new paragraphs 9.4.6 to 9.4.11:

- “9.4.6 The *Contractor* shall provide appropriate health and safety instruction and training to all *Contractor Personnel* (to the extent same have access to the *Place of the Work*) before the *Work* is commenced.
- 9.4.7 The *Contractor* and each *Subcontractor* having an accident or incident at the *Place of the Work*, as prescribed under the *OHSA*, shall promptly notify the *Owner* and the *Consultant*.
- 9.4.8 Prior to commencement of the *Work*, and again at any time upon request by the *Owner*, the *Contractor* shall provide the *Owner* with information and evidence regarding compliance with its obligations relating to health and safety under this *Contract* (including compliance with paragraph 3.1.6, GC 9.4 and paragraph 10.2.4), which evidence shall include: (i) a copy of the *Contractor*’s “notice of project” identifying the *Contractor* as the “constructor” with respect to the *Project* under the *OHSA*; (ii) a copy of all “Form 1000s” obtained by the *Contractor* from *Contractor Personnel* as required by the *OHSA*; (iii) a copy of all health and safety plans and programs prepared by the *Contractor* in respect of the *Place of the Work* and/or performance of the *Work*; (iv) a copy of the *Contractor*’s subcontracts with *Contractor Personnel*; (v) copies of training logs and meeting minutes relating to health and safety at the *Place of the Work* and/or in performance of the *Work*; (vi) copies of any and all documentation filed by or submitted to any *Governmental Authority* by any *Contractor Personnel* in respect of the *Project*, the *Work* or the *Place of the Work*, including any accident or incident reports; and (vii) any other documentation relating to the *Contractor*’s health and safety obligations under this *Contract* as may be reasonably requested by the *Owner*.
- 9.4.9 The *Contractor* represents that it has the experience, knowledge and expertise in respect of construction health and safety necessary for performance of the *Work* and all obligations under this *Contract* in accordance with all *Applicable Laws*, including as necessary to undertake all obligations of the “constructor” under the *OHSA* and to provide for compliance with all requirements of the *OHSA* applicable to the *Place of the Work* and performance of the *Work*. The *Contractor* further acknowledges that the *Owner Entities* do not have such knowledge, experience and expertise and are accordingly relying upon the *Contractor* in this respect.
- 9.4.10 The *Contractor* shall indemnify and save harmless all *Owner Personnel* and *Owner Entities* from and against any and all *Claims* arising out of any safety infractions committed by any *Contractor Personnel* or resulting from any failure by the *Contractor* to fulfill its obligations under paragraph 3.1.6, paragraph 10.2.4 and/or this PART 9 – PROTECTION OF PERSONS AND PROPERTY.

9.4.11 The provisions of this GC 9.4 shall survive the completion of the *Work* or the termination of the *Contract* for any reason whatsoever.”

GC 9.5 MOULD

SC-105 Add the words “and the *Consultant*” after the word “*Contractor*” in subparagraph 9.5.3.4.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

SC-106 Replace all reference to “laws” and “applicable laws” in GC 10.2 with “*Applicable Laws*”.

SC-107 Delete paragraph 10.2.5 in its entirety and replace it with the following:

“10.2.5 Subject to compliance with its obligations under paragraph 1.5 of Article A-5 and paragraph 1.1.3 of GC 1.1, the *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with *Applicable Laws*. If the *Contract Documents* are at variance therewith, or if, subsequent to the *Effective Date*, changes are made to *Applicable Laws* which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.”

SC-108 Delete paragraph 10.2.7 in its entirety and replace it with the following:

“10.2.7 If, subsequent to the *Effective Date*, changes are made to *Applicable Laws* which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE. Notwithstanding the foregoing, any claim for adjustment to the *Contract Price* resultant from *COVID-19*, the *Pandemic* or a *Pandemic Change in Law*, including a *Governmental Response*, shall be governed by the provisions of Article A-10 and this paragraph 10.2.7 and GC 6.6 shall not apply.”

GC 10.4 WORKERS’ COMPENSATION

SC-109 In paragraph 10.4.1, replace the word “applications for payment” with the words “*Proper Invoices*”.

SC-110 Add new paragraphs 10.4.2 and 10.4.3 as follows:

“10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

10.4.3 The *Contractor* shall indemnify and hold harmless the *Owner* and its directors, officers and employees from and against all *Claims* by any *Contractor Personnel* with respect to workers' compensation insurance claims. This indemnity shall survive the completion of the *Work* or the termination of the *Contract* for any reason whatsoever."

GC 11.1 INSURANCE

SC-111 Revise paragraph 11.1.1 as follows:

(1) **Where the original *Contract Price* stipulated in the Agreement is equal to or less than \$5,000,000:** Delete paragraph 11.1.1 and replace it with the following:

"11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in Appendix 3 to the Supplementary Conditions – Insurance in effect at the time of bid closing except as hereinafter provided:

- .1 Commercial General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as additional insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. Commercial General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover*, as set out in the certificate of *Ready-for-Takeover*, on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
- .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.

- .4 “Broad form Builders Risk” property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The “Broad form” property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
- (1) 10 calendar days after the date of *Ready-for-Takeover*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. Such coverage can be included as part of the Broad Form Builders Risk policy. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
- .6 The “Broad form Builders Risk” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
- (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or

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damage as the *Consultant* may recommend in consultation with the *Contractor*;

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

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

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

- (2) **Where the original *Contract Price* stipulated in the Agreement is greater than \$5,000,000 and equal to or less than \$25,000,000:** Delete paragraph 11.1.1 and replace it with the following:

"11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in Appendix 3 to the Supplementary Conditions – Insurance in effect at the time of bid closing except as hereinafter provided:

- .1 Wrap-up liability insurance in the name of the *Contractor* and including all *Owners*, *Contractors*, *Subcontractors* and the *Consultants engaged in the work* as insureds. Wrap-up liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of

Ready-for-Takeover. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover*, as set out in the certificate of *Ready-for-Takeover*, on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.

- .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
- .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
- .4 “Broad form Builders Risk” property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The “Broad form” property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Ready-for-Takeover*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. Such coverage can be included as part of the Broad Form Builders Risk policy. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
- .6 The “Broad form Builders Risk” property and boiler and machinery policies shall provide that, in the case of a loss

or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

- (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .8 Project Specific Contractors' Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .9 Commercial General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant*

as additional insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. Commercial General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover*, as set out in the certificate of *Ready-for-Takeover*, on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.”

- (3) **Where the original *Contract Price* stipulated in the Agreement is greater than \$25,000,000:** Delete paragraph 11.1.1 and replace it with the following:

“11.1.1 The *Contractor* shall provide, maintain and pay for insurance coverages as stipulated by the *Owner* in writing prior to commencement of the *Work*. Where no written direction in respect of insurance coverages is provided by the *Owner* prior to commencement of the *Work* then the insurance requirements for projects with an original *Contract Price* greater than \$5,000,000 and equal to or less than \$25,000,000 shall apply notwithstanding that the *Contact Price* is greater than \$25,000,000.”

SC-112 In all instances and for all *Contract Prices*, delete paragraphs 11.1.6, 11.1.7 and 11.1.8 in their entirety.

GC 11.2 CONTRACT SECURITY

SC-113 Add new GC 11.2 CONTRACT SECURITY as follows:

“GC 11.2 CONTRACT SECURITY

11.2.1 *Contact* shall provide security and bonding if and as stipulated in the *Contract Documents*. Without limiting the foregoing, where the *Contract Price* as of the *Effective Date* is \$500,000 or more, bonds will be provided by the *Contractor* as required by the *Construction Act*, the coverage limit of which shall include *Value Added Taxes* as stipulated in paragraph 4.2 of Article A-4.”

GC 12.1 READY-FOR-TAKEOVER

SC-114 Amend subparagraph 12.1.1.2 by adding the following to the end:

“and, where possible, evidence of certification by all permit-issuing authorities, indicating approval of all permitted installations.”

- SC-115 Amend subparagraph 12.1.1.3 by adding the words “has been completed by the *Contractor*” at the end.
- SC-116 Amend subparagraph 12.1.1.4 by deleting the word “immediate”.
- SC-117 Amend subparagraph 12.1.1.6 by adding the words “and commissioning” after the word “testing”.
- SC-118 In subparagraph 12.1.1.8 delete the word “scheduled” and replace it with the word “completed” and delete the words “, acting reasonably”.
- SC-119 In paragraph 12.1.4 delete the words “10 calendar days” and replace them with the words “10 *Working Days*”.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

- SC-120 Delete subparagraphs 12.2.3.2 and 12.2.3.3 in their entirety and replace them as follows:

- “.2 The *Owner* shall, at any and all times, have the right to enter, occupy and use the *Work* in whole or in part before completion of the *Contract*. Such entry, occupation or use shall not be considered as acceptance of the *Work* nor in any way relieve or limit the responsibilities and liabilities of the *Contractor* under the *Contract* nor affect the warranty period.
- .3 For certainty, and notwithstanding occupancy by the *Owner* of a part or entirety of the *Work* before *Ready-for-Takeover* has been attained:
- .1 the *Contractor* shall continue to be liable for the care of such part or entirety of the *Work* except that the *Owner* shall become responsible for preventative maintenance and shall be liable for any loss or damage caused by its negligence or fault; and
 - .2 the warranty period shall be as set out in paragraph 12.3.1 of GC 12.3 – WARRANTY.”

- SC-121 Delete paragraph 12.2.4 in its entirety and replace it with the following:

- “12.2.4 Without limiting paragraph 12.2.3, the *Contractor* shall not unreasonably interfere with such use or operation of the *Work* and *Project* by the *Owner*. The *Contractor*, in completing its obligations under the *Contract*, shall, at its own cost, take all reasonable measures to minimize the effect thereof on such use or operation.”

GC 12.3 WARRANTY

- SC-122 Delete paragraph 12.3.1 and replace it with the following:

“12.3.1 The warranty period under the *Contract* is:

- .1 one year from the date when *Ready-for-Takeover* has been achieved or the date of termination of the *Contract* or the *Contractor*'s right to continue with the *Work*; or
- .2 such longer warranty period established in the *Contract Documents* for extended warranties,

(the “*Warranty Period*”).”

SC-123 Amend paragraphs 12.3.3 and 12.3.6 by deleting the words “one year warranty period” wherever they appear and replace them with the words “*Warranty Period*”.

SC-124 Delete paragraph 12.3.4 in its entirety and replace with the following:

“12.3.4 Subject to paragraph 12.3.2, within 15 *Working Days* of receipt of *Notice in Writing* pursuant to paragraph 12.3.3 (or within such other reasonable time as determined by the *Consultant*) the *Contractor* shall correct, at the *Contractor*'s expense, any defects or deficiencies in the *Work* which appear prior to and during the *Warranty Period* and shall complete such correction as expeditiously as possible, except that where the deficiency prevents maintaining security at the *Place of the Work* or prevents continued operation or functionality of systems essential to the ongoing business or operations of any *Owner Entities* as determined at the sole discretion of the *Owner*, all necessary corrections and/or installations of temporary replacements shall be carried out immediately as an emergency service. Should the *Contractor* fail to provide this emergency service within 48 hours of a request being made during the normal business hours of the *Contractor*, the *Owner* shall be authorized to carry out all necessary repairs or replacements at the *Contractor*'s expense and deduct all costs of so doing from the *Warranty Security* and, if required, otherwise recover all costs of so doing as a debt due and payable by the *Contractor* upon demand. No such action by the *Owner* shall waive or release the *Contractor* of its obligations under this *Contract*, including any warranty obligations.”

SC-125 Delete paragraph 12.3.5 and replace it with the following:

“12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of this GC 12.3. If the *Contractor* fails to correct defects or deficiencies in the *Work* or other damage resulting from such corrections within 15 *Working Days* after receiving written notification of the defect or deficiency or damage from the *Owner* or the *Consultant*, the *Owner* may (whether itself or through others) make such corrections at the *Contractor*'s expense and deduct all costs of so doing from the *Warranty Security* and, if required, otherwise recover all costs of so doing as a debt due and payable by the *Contractor* upon demand.”

SC-126 Add new paragraphs 12.3.7 to 12.3.9 as follows:

- “12.3.7 Where manufacturers offer, as a general policy, extended warranties on their *Products* or other greater benefits than those called for in the specifications, the *Contractor* shall obtain the benefit of such extended warranties for the *Owner*. The *Contractor* shall ensure that all warranties, guarantees or other obligations for *Work* or *Products* performed or supplied by any *Contractor Personnel* in connection with the *Work* are obtained and available for the direct benefit of the *Owner*. In the alternative, the *Contractor* shall assign to the *Owner* all warranties, guarantees or other obligations for *Work* or *Products* performed or supplied by any *Contractor Personnel* and such assignment shall be with the consent of the assigning party, where required by law, or by the terms of that *Person's* contract. Such assignment shall be in addition to, and shall in no way limit, the warranty rights of the *Owner* under the *Contract Documents*.
- 12.3.8 To ensure performance of the *Contractor's* obligations as set out in GC 12.3 – WARRANTY, the *Owner* shall not make payment to the *Contractor* of the *Warranty Security* until the following has occurred, as confirmed by the *Consultant* in writing:
- .1 expiry of the *Warranty Period*; and
 - .2 correction by the *Contractor* of all defects and deficiencies in the *Work* which occurred or arose prior to and during the *Warranty Period*.
- 12.3.9 Specified warranty periods shall not be construed as limiting the provisions of GC 13.1 –INDEMNIFICATION. Payment of holdback amounts and final payment shall not relieve the *Contractor's* responsibility for correction of any other deficiencies or incomplete items, at no additional cost to the *Owner* pursuant to this GC12.3 – WARRANTY.”

GC 13.1 INDEMNIFICATION

SC-127 Delete paragraph 13.1.1 and replace it with the following :

- “13.1.1 The *Contractor* shall indemnify and save harmless the *Owner Entities* from and against any and all *Claims* arising out of the negligence, errors, omissions, fraud or willful misconduct of the *Contractor Personnel* attributable to or connected with the *Contractor's* performance or non-performance of its obligations pursuant to this *Contract* except to the extent that such *Claims* are attributable or caused by the negligence of the *Owner Entities* or any of them. This indemnity shall survive the expiration or earlier termination of this *Contract* and continue in full force and effect.”

- SC-128 In paragraph 13.1.2 delete the words “The obligation of either party to indemnify as set forth in paragraph 13.1.1” and replace them with the words “The liability of either party under this *Contract*”.
- SC-129 In subparagraph 13.1.2.1 delete the words “the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing” and replace them with the words “the amount of the minimum insurance limit for one occurrence, of the applicable insurance policy, as set forth in Appendix 3 to the Supplementary Conditions for each policy of insurance required to be provided by such party”.
- SC-130 Add the following to the end of subparagraph 13.1.2.1:
 “For certainty, each party’s liability for losses suffered by the other party for which insurance is to be provided by them pursuant to GC 11.1 – INSURANCE (as modified by the Supplementary Conditions) shall not be less in the aggregate than the total amounts of the minimum insurance limits for one occurrence for each policy of insurance as stipulated in GC 11.1 – INSURANCE (as modified by the Supplementary Conditions) as is applicable to the subject *Claims*.”
- SC-131 In subparagraph 13.1.2.3 delete the words “and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages”.
- SC-132 Add new paragraphs 13.1.7 to 13.1.11 as follows:
 “13.1.7 The *Owner Entities* shall have no liability under this *Contract* or in respect of the *Work* or the *Project* for any *Consequential Damages*.
 13.1.8 Without limiting the foregoing, within 10 calendar days of the *Contractor* receiving notice or otherwise becoming aware of a *Claim* initiated by a third party against an *Owner Entity* and/or the *Contractor* in respect of a matter for which the *Contractor* has indemnified the *Owner Entities* under this *Contract* and where such *Claim* has been referred to a legal proceeding or other dispute resolution proceeding, the *Contractor* shall retain legal representation and confirm in writing to the *Owner* that it shall assume the *Owner Entities*’ defence in accordance with the indemnification provisions outlined in this *Contract*, including this GC 13.1 – INDEMNIFICATION. For certainty, for the purposes of this GC 13.1 – INDEMNIFICATION “third party” shall not include any *Subcontractor*, *Supplier*, *Other Contractor* or other person or entity engaged for the *Project*.”

- 13.1.9 Where the *Contractor* receives notice or otherwise becomes aware of a *Claim* initiated by a third party against an *Owner Entity* and/or the *Contractor* in respect of a matter for which the *Contractor* has indemnified the *Owner Entities* under this *Contract* and where such *Claim* has not been referred to a legal proceeding or other dispute resolution proceeding, if the *Contractor* denies liability and does not assume responsibility for payment of such *Claim* the *Contractor* will notify the *Owner* and third party claimant in writing of its decision within 20 calendar days of receiving notice or otherwise becoming aware of the *Claim*, and the *Owner* reserves the right to assign the *Claim* to an independent insurance adjuster for investigation and determination. The *Owner* and *Contractor* shall fully cooperate with the adjuster to achieve timely resolution of such *Claim*. The *Contractor* and the *Owner* shall provide the adjuster with access to any and all records or documentation in relation to the *Work* and obligations performed under the *Contract* as required for the adjuster's determination. The *Owner* and the *Contractor* acknowledge that all *Claims* will be investigated and responded to by the adjuster within 45 calendar days of receipt of the *Claim* or within such other time as may be agreed by the parties.
- 13.1.10 The *Owner* and the *Contractor* shall be bound by the final decision of the independent adjuster who shall notify the claimant in writing of the final decision with respect to the adjustment of the *Claim*. The *Owner* shall reserve the right to communicate to the third party claimant the final decision with respect to the adjustment of the *Claim*. Where liability is found on the part of the *Contractor*, the adjuster shall handle settlement negotiations and all pertaining financial and legal transactions on behalf of the *Owner* and the *Contractor*, including but not limited to securing a full and final release and issuing the settlement funds to the third party claimant.
- 13.1.11 To the extent the adjuster determines the *Contractor* to be liable for the *Claim* under this *Contract* or at law, all costs for adjuster fees, claim administration and settlement costs will be borne by the *Contractor*. To the extent the *Contractor* is found not to be liable for the *Claim* under this *Contract* or at law, the *Owner* will bear all costs for adjuster fees, claim administration and settlement costs.
- 13.1.12 For certainty, where any *Claim* has been referred to a legal proceeding or other dispute resolution proceeding paragraphs 13.1.8 will apply (and paragraphs 13.1.9 to 13.1.11 shall not apply) and the *Contractor* may advance any denial of liability in the normal course of such proceedings.”

GC 14.1 CONSTRUCTION LIENS

GC 15.1 OWNERSHIP AND CONFIDENTIALITY

GC 16.1 FREEDOM OF INFORMATION

SC-133 Add the following new GC 14.1 CONSTRUCTION LIENS, GC 15.1 OWNERSHIP AND CONFIDENTIALITY and GC 16.1 FREEDOM OF INFORMATION:

“GC 14.1 CONSTRUCTION LIENS

- 14.1.1 In the event that a lien arising from the performance of the *Work* is registered against the *Place of the Work* or *Project* or the *Owner Entities’* interest in the *Place of the Work* or *Project*, the *Contractor* shall, within seven (7) calendar days, at its sole expense, vacate or discharge the lien from title to the *Place of the Work*. If the lien is merely vacated, the *Contractor* shall, if requested, undertake the *Owner Entities’* defence of any subsequent lawsuit commenced in respect of the lien at the *Contractor’s* sole expense. The *Owner Entities* shall have the right to be represented by advisory counsel and other professionals, at its own expense, and shall be kept fully informed by the *Contractor* of the proceeding at all stages thereof whether or not so represented.
- 14.1.2 If the *Contractor* fails or refuses to vacate or discharge a construction lien within the time prescribed above, the *Owner* shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs incurred by the *Owner Entities* in so doing (including legal fees on a solicitor and client basis and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the *Contractor*, and the *Owner* may deduct such amounts from any amounts otherwise due or owing to the *Contractor*. If the *Owner* vacates the lien, it shall be entitled to retain all amounts it would be required to retain pursuant to the *Payment Legislation* if the lien had not been vacated.
- 14.1.3 Without limiting the generality of the foregoing, the *Contractor* shall indemnify the *Owner Entities* for all costs (including legal fees on a solicitor and client basis) they may occur in connection with the claim of lien or subsequent lawsuit brought in connection with the lien, or in connection with any other claim or lawsuit brought against the *Owner Entities* by any *Contractor Personnel*.
- 14.1.4 This GC 14.1 – CONSTRUCTION LIENS does not apply to liens filed by *Contractor Personnel* that are claimed as a result of any default by the *Owner* to make payments to the *Contractor* in accordance with the terms of the *Contract*.

GC 15.1 OWNERSHIP AND CONFIDENTIALITY

- 15.1.1 Subject to and without limiting paragraph 3.7.5, all *Work*, including all *Products* and all portions thereof, shall be the property of the *Owner*.

- 15.1.2 The *Contractor* grants to the *Owner* an irrevocable, perpetual, worldwide, and exclusive royalty-free license to use the *Deliverables*, including all *Contractor IP* therein, for the *Project*, including: (i) for completion of the *Project* and *Work* in the event of early termination of the *Contract*; and (ii) for the future repair, use, occupancy, expansion, operation, maintenance, and/or modification to the *Project* and *Work*. The licence shall be assignable and transferable by the *Owner* to any *Affiliate* and to any purchaser of all or part of the *Place of the Work* or *Project* provided that such *Person* assumes and agrees in writing to all limitations of use set out herein. The *Owner* may use the *Deliverables* for the purposes provided in this paragraph 15.1.2 whether or not this *Contract* is terminated, provided only that the *Owner* pays the compensation due and owing to the *Contractor* pursuant to this *Contract*. The *Deliverables* may not be reproduced for use for other projects by either party without the express written permission of the other party. The *Contractor* shall ensure that all moral rights to the *Deliverables* have been waived, including by all *Contractor Personnel*. Copies of all *Deliverables* shall be handed over by the *Contractor* to the *Owner* upon the earlier of termination of this *Contract* and submission of the *Contractor's Proper Invoice* for final payment. The *Contractor* agrees to obtain such rights from all *Contractor Personnel* as required so that the *Contractor* can grant the above-noted license.
- 15.1.3 The *Contractor* shall not, without the *Owner's* prior written consent, release or disclose any *Confidential Information* to anyone except as necessary to perform the *Work* and its obligations under this *Contract*, and then, only where the *Person* receiving such information is bound by an obligation of confidentiality consistent with this *Contract*. If any *Contractor Personnel* is required to disclose Confidential Information under a valid order of a *Governmental Authority*, the *Contractor* shall: (i) provide the *Owner* with immediate written notice of any request for disclosure; (ii) cooperate with the *Owner* in its efforts to resist or minimize the *Confidential Information* required to be disclosed; and (iii) take such steps as are reasonably necessary and available to maintain the confidentiality of the information by the *Contractor*.
- 15.1.4 The *Contractor* acknowledges that disclosure or use of the *Confidential Information* in violation of this *Contract* could cause irreparable harm to the *Owner* for which monetary damages may be difficult to ascertain or be an inadequate remedy. The *Contractor* therefore agrees that the *Owner* shall have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of its confidentiality obligations under this GC 15.1 – OWNERSHIP AND CONFIDENTIALITY.
- 15.1.5 This GC 15.1 – OWNERSHIP AND CONFIDENTIALITY shall survive the completion of the *Work* or the termination of the *Contract* for any reason whatsoever.

GC 16.1 FREEDOM OF INFORMATION & DISCLOSURE

- 16.1.1 Without limiting the foregoing, the *Owner* represents to *Contractor*, and *Contractor* acknowledges, that the *Owner Entities* are bound by *MFIPPA* and that the law might compel the *Owner Entities* to disclose certain *Confidential Information*. The *Owner Entities* are not required to take steps to oppose or prevent, or assist the *Contractor* in opposing or preventing, any disclosure of information, including *Confidential Information*, which, in the opinion of the *Owner Entities*' counsel, is legally required to be disclosed. *Contractor* shall assist and comply with any notice provided under *MFIPPA* respecting an access request that the *Owner* has received, including providing records and information to the *Owner* that the *Owner* deems to be within its control for the purposes of this *Contract*. If *Contractor* is legally compelled to disclose *Confidential Information*, for example through court order, warrant, or under applicable legislation, *Contractor* shall promptly notify the *Owner* prior to disclosure of any such *Confidential Information* so that the *Owner Entities* have an opportunity, in their sole discretion, to oppose disclosure through any available processes.”

[END OF SUPPLEMENTARY CONDITIONS. APPENDICES FOLLOW.]

**APPENDIX 1 TO THE SUPPLEMENTARY CONDITIONS
AGREEMENT TERM SHEET**

Supplementary Condition	Contract Clause	Description	Term
SC-1	Paragraph 1.3 of Article A-1	<i>Ready-for-Takeover Date</i>	
SC-1	Paragraph 1.3 of Article A-1	<i>Completion Date</i>	
SC-3	Paragraph 4.6 of Article A-4	Percentage of the total amount claimed in each <i>Proper Invoice</i> to be retained by <i>Owner</i> as <i>Warranty Security</i>	
SC-3	Paragraph 4.7 of Article A-4	Amount of liquidated damages per day for each day or part day of delay until <i>Ready-for-Takeover</i> is achieved	
SC-13	Definitions	<i>Owner's Agent</i>	
SC-42	Paragraph 5.1.4 of GC 5.1	Email address(es) for submission of all draft applications for payment and <i>Proper Invoices</i> to <i>Owner</i> and <i>Consultant</i>	
SC-53	Paragraph 5.4.6	Owner election to release holdback on an annual basis	
SC-53	Paragraph 5.4.7	Owner election to release holdback on phased basis	
N/A	N/A	Where <i>Contract Price</i> is less than \$250K, does <i>Owner</i> elect not to take the statutory 10% holdback?	

**APPENDIX 2 TO THE SUPPLEMENTARY CONDITIONS
PROPER INVOICE REQUIREMENTS**

Each *Proper Invoice* submitted by the *Contractor* shall be in the form set out in Exhibit A to this Appendix 2 include the following:

- The *Contractor's* name and address;
- The date of the *Proper Invoice*;
- The period during which the services, products or materials were supplied;
- Identification of the *Contract* and any applicable *Change Order* (being the authority under which the subject work, services, products or materials were supplied);
- A description of the subject work, services, products or materials supplied (including quantity where appropriate);
- The amount payable for the subject work, services, products or materials supplied and the payment terms;
- The name, title, telephone number and mailing address of the person to whom payment is to be sent;
- A statement based on the schedule of values submitted pursuant to paragraph 5.2.4;
- A copy of the current *Construction Schedule* and of any look-ahead schedule required by the *Contract Documents*;
- A copy of the *Contractor's* current and up-to-date certificate of insurance evidencing compliance with GC 11.1.
- Where payment is requested for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work*, evidence as reasonably required by the *Consultant* to establish the value and delivery of such *Products*;
- Where payment for *Products* prior to their delivery to the *Place of the Work* is approved by the Owner pursuant to paragraph 3.7.7, evidence as the *Consultant* and *Owner* may reasonably require to establish (i) the value of such *Products*; (ii) compliance with paragraph 3.7.8; and (iii) that such *Products* have been ordered by the *Contractor* for the *Project* and are being manufactured, transported or stored prior to their delivery to the *Place of the Work*;
- All documentation required pursuant to GC 10.4 – WORKERS' COMPENSATION, including a clearance certificate from the *WSIB* stating that all amounts owed to date have been paid in full;

- For each *Proper Invoice* submitted after the first, a statutory declaration using the latest CCDC 9A form of “Statutory Declaration of Progress Payment Distribution by Contractor”;
- For a *Proper Invoice* submitted in respect of final payment:
 - copies of all *Deliverables*, including as-built drawings, and copies of all warranties, guarantees and operation and maintenance manuals related to the *Work*, in hard copy and electronic format as requested by the *Owner*; and
 - an executed final waiver and release in the form attached as Exhibit B to this Appendix 2.
- Any other supporting documents required by the *Contract Documents*.

[Exhibits A and B to this Appendix 2 follow]

**EXHIBIT A TO APPENDIX 2 TO THE SUPPLEMENTARY CONDITIONS
PROPER INVOICE TEMPLATE**

See attached.

**EXHIBIT A
PROPER INVOICE TEMPLATE**

INVOICE TEMPLATE

Draft Invoice **Date:** *Insert date draft invoice sent to owner*
Proper Invoice **Date:** *Insert date proper invoice sent to owner*
Payment due Date *Insert date payment due to the contractor*

Owner *Insert owner's name*
Address *Insert owner's address*
Project Manager *Insert owner's project manager's name*

Contract Title *Insert title*
Contract Number *Insert number*
Purchase Order Number *Insert number*
Payment Certificate No. *Insert number*
Work Completed From *Insert period start date*
To *Insert period end date*

Contractor *Insert contractor's legal name*
Contractor's Address *Insert contractor's address*
Remit Payment To Address *Insert remittance address if different from contractor's address*
Project Manager *Insert contractor's project manager's name*
Contact Info *Insert phone number and email*
HST Registration No. *Insert number*

Consultant *Insert consultant's name*
Contract Administrator *Insert consultant's contract administrator's name*

Contract Value (excl. HST) (1) *Insert current contract value including contingency*
Contingency Allowance (2) *Insert current contingency allowance*
Approved Change Orders (3) *Insert value of total approved change orders*
Revised Total Contract Value (4) *(1) - (2) + (3)*
Estimated %age of Work Performed *(Gross payment to date) / (4)*
Contingency Unallocated *(2) - (3)*

	<u>To Date</u>	<u>Previous</u>	<u>Current</u>
Value of Work Performed (excl. Change Orders)	\$ -	\$ -	\$ -
Value of Change Orders Performed	-	-	-
Gross Payment	\$ -	\$ -	\$ -
Less Statutory Holdback (10%)	-	-	-
Release of Statutory Holdback (10%)	-	-	-
Less Finishing Holdback (10%)	-	-	-
Release of Finishing Holdback (10%)	-	-	-
Less Warranty Security	-	-	-
Release of Warranty Security	-	-	-
Less Other Retainers	-	-	-
Release of Other Retainers	-	-	-
Total Net Payment	\$ -	\$ -	\$ -
HST (13%)			-
Less Liquidated Damages	-	-	-
Total Recommended Payment			<u>\$ -</u>

Attachments submitted with this invoice Statutory Declaration
 Progress and Look Ahead Work Schedules per Contract
 WSIB
 Certificate of Insurance
 Tender Price Breakdown/Schedule of Values
 Other _____

Approved by Contractor

Print Name _____

Signature _____

Date _____

**EXHIBIT B TO APPENDIX 2 TO THE SUPPLEMENTARY CONDITIONS
FORM OF FINAL WAIVER AND RELEASE**

TO: [OWNER NAME AND ADDRESS] (“*Owner*”)
 FROM: [CONTRACTOR NAME AND ADDRESS] (“*Contractor*”)
 DATE OF APPLICATION
 FOR FINAL PAYMENT: [●]
 RE: CCDC 2 – 2020 Stipulated Price Contract dated [●] (the “**Contract**”)

Except for *Claims* for which *Notice in Writing* has been received by the *Owner* from the *Contractor* prior to the date of the *Contractor*’s application for final payment under the *Contract* (including all such *Claims* listed herein) or *Claims* which the *Contractor* could not reasonably have knowledge of on such date (including the *Contractor*’s claim for any amounts expressly held back by the *Owner* under the *Contract*, including in respect of any unpaid *Warranty Security*), the *Contractor* acknowledges and agrees that:

1. the *Contractor* does not have and will not make any *Claim* for additional compensation under the *Contract*, including without limitation for extras, changes or delays, or any other *Claim* whatsoever against the *Owner Entities* in connection with the *Contract*, the *Project*, or the *Work*;
2. the final payment made by the *Owner* shall be received by the *Contractor* in full and final settlement of the balance due to the *Contractor* under the *Contract* and of any and all *Claims* of the *Contractor* in connection with the *Contract* (except only for the *Contractor*’s claim for any amounts expressly held back by the *Owner* under the *Contract*, including in respect of any unpaid *Warranty Security*); and
3. the *Contractor* gives receipt of full discharge and waives its rights to any and all *Claims* not submitted as of the date of its application for final payment under the *Contract*.

As of the date of this Waiver and Release the *Contractor* has given the *Owner Notice in Writing* of the following *Claims*:

1. [LIST TO BE COMPLETED BY CONTRACTOR]

For certainty, all terms not defined herein shall have the meaning given in the *Contract*.

[CONTRACTOR NAME]

I/we have authority to bind the company

I/we have authority to bind the company

APPENDIX 3 TO THE SUPPLEMENTARY CONDITIONS INSURANCE

Where the original *Contract Price* stipulated in the Agreement is equal to or less than \$5,000,000 the following shall apply:

1. Commercial General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Manned Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$10,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the *Work*), shall have limits of not less than \$5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation.
5. "Broad form Builders Risk" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
6. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance

provided by a comprehensive boiler and machinery policy including hot testing and commissioning.

7. Contractors' equipment insurance coverage written on an "all risks" basis covering *Construction* Equipment used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
8. Contractors' Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property, with a deductible not exceeding \$25,000.

Where the original *Contract Price* stipulated in the Agreement is greater than \$5,000,000 and equal to or less than \$25,000,000 the following shall apply:

1. Commercial General liability insurance shall be with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Wrap-up liability insurance shall be with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$100,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
3. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
4. Manned Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of

- use thereof and limits of not less than \$10,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
5. Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the *Work*), shall have limits of not less than \$5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation.
 6. “Broad form Builders Risk” property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$100,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
 7. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy including hot testing and commissioning.
 8. Contractors’ equipment insurance coverage written on an “all risks” basis covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
 9. Project Specific Contractors’ Pollution liability insurance shall have limits of not less than \$10,000,000 per occurrence for bodily injury, death and damage to property, with a deductible not exceeding \$25,000.

[End of Appendix 3]

Technical Specifications

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END OF SECTON

PART 1 - GENERAL

1.1 Reference:

- A. These Specifications form an integral part of the Contract Documents.
- B. Refer to all other parts of the Contract Documents to determine their effect on the work of each section of these Specifications.
- C. The requirements of this Section and Division 1 apply to and govern the work under other divisions.

1.2 Standards, Standard Specifications and Standard Drawings:

- A. Unless specified otherwise, be governed by the latest version of Reference Standards, Standard Specifications and Standard Drawings, at the time of tender closing.

1.3 WHMIS Submittals:

- A. Prior to the commencement of work, provide to the Regional Representative / Architect / Consultant a list of those products which are controlled under WHMIS legislation and that are expected to be used in the performance of the work. Provide related Material Safety Data Sheets in accordance with the specified procedure for Submittals for information. Properly label all containers used in the application of products controlled under WHMIS product legislation.
- B. Notify the Project Manager/Architect/Engineer of changes to the list in writing and provide the relevant Material Safety Data Sheets.

1.4 Metric Conversion:

- A. Be responsible for conversion of dimensions from metric units to imperial units and vice versa, as necessary

PART 2 - PRODUCTS

There are no Products in this Section.

PART 3 - EXECUTION

3.1 Mobilization and Demobilization:

- A. Supply and erect signs, barricades, flashers, delineators, and provide flag persons, and such other protection as may be required to protect the public during construction.
 - B. Provide temporary fence, hoarding, snow fence, or similar barricade to define Contractor's working area.
 - C. Provide necessary access to the project including haul roads as required and restoration of surfaces to original condition after haul roads are removed.
-

- D. Move off site and remove Contractor's office, storage facilities and plant, and leave site clean and tidy.
- E. Ensure that the price entered in the Form of Tender for this item is consistent with the costs involved but does not, in any event, exceed ten percent (10%) of the tendered price.
- F. The following governs payment for Mobilization/Demobilization:
 - 1. Sixty percent (60%) upon commencement of construction, i.e. full mobilization. Include the claim for mobilization in the first payment claim issued for the Contract subject to the Region Representative /Architect/Consultant being satisfied that the full mobilization has taken place. If the Project Manager/Architect/Engineer is not so satisfied, he shall allow a payment which, in his opinion, reflects the degree of mobilization effected to date
 - 2. Remaining 40% to be paid progressively from Substantial Performance to full demobilization.

3.2 Examination:

- A. Examine the site and any work on which the work of each Division depends. Check all dimensions, and if any discrepancies or defects are found, notify the Region Representative /Architect/Consultant .
- B. Confirm dimensions prior to commencing work and ensure that they are agreed upon by the affected trades and the Region Representative /Architect/Consultant .
- C. Designated Substance Survey Report are included in the Tender Documents. Thoroughly examine the site and confirm the location of designated substances before commencing work.
- D. Inform workers and sub-trades of the locations of designated substances on site before commencing work.
- E. Commencement of the work implies acceptance by the Contractor of dimensions, conditions and surfaces.

3.3 Work to Conform:

- A. Ensure that all work conforms to the Contract during its progress and upon its completion, true to the lines, levels and grades shown on the Contract Documents. Ensure that the work is built in a thoroughly substantial and workmanlike manner, in accordance with the Contract Documents, subject to such modifications and additions as may be deemed necessary by the Project Manager/Architect/Engineer. No payment will be made for any work in excess of the requirements of the Contract Documents unless ordered in writing by the Region Representative /Architect/Consultant .
- B. Conform to applicable codes and standards including, but not limited to, those listed in Section 01 09 00.

3.4 Maintenance of Documents on Site:

- A. Maintain at the job site, one copy of each of following:
 - 1. Contract Documents complete with Addenda.
 - 2. Reviewed shop drawings.
 - 3. Change orders.
-

4. Other modifications to the Contract.
 5. Field test records.
 6. MOL notices
 7. Safety inspection reports.
 8. Copies of permits and approvals as applicable.
- B. Maintain documents in a clean, dry, legible condition.
- C. Make documents available at all times for inspection by the Region Representative /Architect/Consultant.
- D. Maintain on site, one copy of each workmanship standard called for in the Specifications.
- E. Maintain As-Built drawings as follows:
1. Two sets of white prints, updated with mark-ups as the project progresses, and then to be used to complete As-Built drawing.
 2. Maintain project record drawings and record accurately, on the white prints, on a daily basis, work constructed differently than shown on the Contract Documents. Record all changes in the work caused by site conditions, or originated by the Region, the Region Representative /Architect/Consultant , the Contractor or a Sub-contractor and by addenda, supplemental drawings, site instructions, supplementary instructions, change orders, correspondence and directions of regulatory authorities.
 3. Record the following information:
 - a) Depths of various elements of foundations in relation to the established survey datum.
 - b) Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface features.
 - c) Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure. Do not conceal critical work until its location has been recorded.
 - d) Field changes of dimension and detail.
 - e) Location of access panels for valves, controls, cleanouts, etc.
 - f) Changes made by Supplemental Instructions / Proposed Change / Contemplated Change Notices / Change Order or Field Order.
 4. Make available to the Project Manager/Architect/Engineer the up-to-date record drawings identifying changes as described above for review as requested.
 5. Complete the record drawings and submit them to the Region Representative /Architect/Consultant prior to issuance of the Substantial Performance Certificate. Modify the record drawings if necessary and submit the final record drawings to the Region Representative /Architect/Consultant and
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Region prior to the issuance of the Total Performance Certificate.

6. Update these drawings and submit for monthly review. Drawings not maintained up-to-date will delay progress payments.

3.5 Access to Site:

- A. Unless stated otherwise, reasonable access to the site will be permitted from start of construction until Substantial Performance of the Contract.
- B. After Substantial Performance of the Contract, do not enter the facility without prior written authorization from the Region and restrict activities to the work duly authorized by the Region, including modifications and rectification of deficiencies. For completion of additional work other than the authorized work, obtain written approval from the Region prior to proceeding with such additional work.
- C. The Project Manager/Architect/Engineer will authorize access to the construction site. Construct and maintain temporary roads required for the work in a proper and safe fashion.
- D. Maintain proper and safe access to the existing facility at all times. Ensure that personnel employed by the Region at the existing facility have full access at all times to all areas required by the normal operation of the facility.
- E. Repair promptly any damage to the existing access road, to the satisfaction of the Project Manager/Architect/Engineer.
- F. Provide and maintain access route at all times for Emergency, the Regions and the residents vehicles.
- G. Be responsible for snow removal within the work area.

3.6 Access to Work:

- A. The Region or persons authorized by the Region Representative /Architect/Consultant may at any time and for any purpose enter upon the work and premises used by the Contractor. Provide proper and safe facilities for access. Others, such as regulatory and permitting agencies, may also, when authorized by the Project Manager/Architect/Engineer, enter upon the work and premises used by the Contractor for purposes that may be required by their agencies.
- B. Provide proper facilities by means of walkways, ladders or otherwise, to secure convenient safe access to all parts of the work as may be required by the Region Representative /Architect/Consultant.
- C. Place materials so that free access may be maintained at any time to all parts of the work and facilities.

3.7 Work Areas:

- A. Work areas are defined on the Drawings or designated on site by the Project Manager/Architect/Engineer. Confine operations to the designated areas.

3.8 Use of Premises by Contractor:

- A. Be advised that the Contractor and subcontractors / sub trades shall have reasonable, but not unrestricted use of the premises. Confine activities to the areas designated on the Contract Drawings and to the satisfaction of the Region Representative /Architect/Consultant. No claims for additional costs will be entertained by the Region resulting from restrictions of movements on, or occupation of, the premises.
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- B. Do not enter upon or occupy with workers, tools, or materials of any nature, lands other than the property of the Region or within working easements as shown on the Contract Drawings, without the written permission of the proper parties. Provide a certified copy of each such consent to the Region Representative /Architect/Consultant. Assume liabilities and additional costs for rentals or damages arising from occupation of private lands.

3.9 Protection of Construction and Equipment:

- A. Protect new construction from damage. Do not overload any part of a structure, falsework, formwork or scaffolding. Rebuild to the satisfaction of the Region Representative /Architect/Consultant damaged portions of the work.
- B. Take precautions to protect structures and equipment until completion.
- C. Protect equipment supplied and/or installed, under this contract, from damage, dust, dirt, etc., to the satisfaction of the Region Representative /Architect/Consultant. If required, supply temporary housing for equipment or items supplied.
- D. Comply with instructions of the Region Representative /Architect/Consultant concerning storage of equipment and materials.
- E. Assume full responsibility for storage and protection of materials and equipment delivered to site.

3.10 Protection of Existing Plant and Personnel:

- A. Do not endanger in any way the personnel, equipment, plant and existing structures of the Region. Exercise caution to keep the existing facilities free from damage due to the Contractor's work. If the measures observed by the Contractor are not considered sufficient, the Project Region Representative /Architect/Consultant may order additional precautions to be taken.

3.11 Protection of Adjacent Property:

- A. Do not cause damage to adjacent property, public or private, or to sidewalks, roadways, curbs, gutters, manholes, underground structures, boulevards, grass plots, sodding, trees, shrubs or other structures, works or things on or near the line, or in the vicinity of the works or elsewhere. Repair damage, in the manner directed by, and to the satisfaction of, the Region Representative /Architect/Consultant.

3.12 Metric Equipment:

- A. Where metric and imperial types of equipment are to be installed under the same contract, be satisfied that mating of metric and non-metric equipment is possible. Provide shop drawings to the Project Manager/Architect/Engineer before assembly. Where materials are not available in metric units, equivalent imperial units will be acceptable.

3.13 Photographs and Video:

- A. The Region and the Region Representative /Architect/Consultant reserve the right to take photographs and video of the work at any time.
- B. Provide, to the Region Representative /Architect/Consultant digital photographs showing progress of the work on a monthly basis. Identify photograph based on the room / space and with respect to cardinal
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directions.

3.14 Plant, Equipment and Materials provided for the Work:

- A. Ensure that construction plant, temporary facilities and materials, when brought to the site, are exclusively intended for the permanent construction and completion of the work. Do not remove same or any part thereof, except from one part of the site to another, without the consent of Region Representative /Architect/Consultant, in writing.
- B. Observance of the above item does not necessarily imply approval by the Project Manager/Architect/Engineer of the plant, work or materials as the Region Representative /Architect/Consultant may reject such items at any time.

3.15 Region's Interest in Existing Equipment and Materials:

- A. Provide the Region with the first right of refusal for the existing equipment or material that is removed from the existing works.

3.16 Changes to Suit Preferred Construction Method:

- A. Should the method of construction preferred by the Contractor for part or all of the works necessitate re-design, alterations, additions or changes to the structures or any part of the works, provide such changes, re-design, alterations and/or additions, as necessary and in accordance with the Contract requirements and to the satisfaction of the Region Representative /Architect/Consultant at no additional cost to the Region. Where required such changes, re-design, alterations and/or additions should be engineered and stamped.
- B. Formally propose deviations from the Contract Documents for review by the Region Representative /Architect/Consultant. Clearly indicate the change in value of the works caused by the deviation.

3.17 Interpretation of Drawings and Specifications:

- A. In case of discrepancy between the Contract Drawings, Specifications or any other part of the Contract Documents, the order of precedence listed in the Contract Documents governs this Contract.
- B. The Contract Drawings and Specifications are complementary to each other and what is called for by either is as binding as if called for by both. It is the intention to provide for a finished project, complete in all essentials, notwithstanding that not every item involved may be particularly mentioned or shown.
- C. Notify the Region Representative /Architect/Consultant as soon as possible if any unintentional error or omission should become known. Region Representative /Architect/Consultant will review and propose a solution and the Contractor shall be compensated in accordance with the General Conditions.
- D. The location of un-dimensioned fixtures, apparatus, outlets, conduits, piping, etc., shown on the Contract Drawings or specified are approximate. Finalize the actual locations as directed by the Region Representative /Architect/Consultant and as required to suit conditions at the time of installation and as is reasonable.
- E. Locate equipment, fixtures, piping, conduits, etc. that are un-dimensioned to create the minimum interference with pedestrian access, machinery traffic, headroom, and any other such items.
- F. Take note that the Contract Drawings are prepared using SI (metric) units; however, some Contract Drawings may use imperial units particularly if they have been prepared from drawings for previous work. Be responsible for the accuracy of conversions between Imperial units and SI units.
- G. Read the Drawings as a complete package even though the Contract Drawings have been divided into disciplines such as: General, Architectural, Mechanical, Electrical, Civil, Landscape, etc. disciplines. Details applicable to one section may appear on Drawings pertaining to another section or sections.
- H. Read the Specifications, be it in book form or on drawings, as a complete package even though the Specifications have been divided into Divisions. Specifications relating to one division may appear in another division or divisions. Coordinate the work of the sub-trades to meet the requirements of the Contract.

3.18 Additional Drawings:

- A. The Region Representative /Architect/Consultant may furnish additional drawings to assist in the proper execution of the work. These drawings will be issued for clarification only and will not become the basis for extra payment. Such drawings have the same meaning and intent as if they were included with the Contract Documents.
- B. The Region Representative /Architect/Consultant may provide, at any time, drawings pertaining to additional or extra work. These drawings will be clearly identified as relating to work for extra payment.

3.19 Explosives:

- A. Do not use explosives on this project.
 - B. Do not use powder-activated tools on any part of the work unless written approval for their specific use is obtained from the Region Representative /Architect/Consultant. Ensure that workers using powder-activated tools are properly trained in their use.
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3.20 Work Done in Cold Weather:

- A. Protect structures, piping, sewers, and equipment that may be exposed to frost during the construction period until the project is completed and accepted. Include such protective measures in the contract price and correct any damage sustained, to the satisfaction of the Project Manager/Architect/Engineer.
- B. Submit to Region Representative /Architect/Consultant in writing, before construction begins and by October 1st, of each year of construction, an outline of specific frost protection measures to be implemented on this project. Be responsible for the proper implementation of frost protection measures and damages arising from freezing regardless of the review by the Region Representative /Architect/Consultant of the frost protection measures
- C. In instances where the Region Representative /Architect/Consultant may permit or order work to be done when the minimum ambient temperature is at, about, or below 4°C, heat all material used. Provide sufficient temporary protection in the form of false work and tarpaulins, or other temporary structures to adequately enclose the portion of the work under construction. Supply, by approved means, sufficient temporary heat necessary to maintain the temperature throughout the work at or above 10°C during the construction and for a minimum of four (4) days after completion of the enclosed portion of the work.

3.21 Patent and License Fees:

- A. Be responsible for execution and payment of all applicable patent, copyright or license fees and royalties relating to equipment or processes incorporated into the works, unless specified otherwise.
- B. Save the Region and Region Representative /Architect/Consultant harmless from damages and costs, which may arise from patent infringements.

3.22 Professional Engineer:

- A. Where the drawings and specifications identify the requirement for a Professional Engineer, provide the services of an Engineering Practitioner licensed in the province where the Project is located.

3.23 Loose Items:

- A. For the purpose of this Contract, loose items are items supplied under this Contract which are not directly incorporated into the works, such as furniture, spare parts, lubricants, portable pumps, etc.
- B. Be responsible for the care and security of loose items until the date of Substantial Performance, at which time the Region will confirm receipt in writing for the loose items. Should the Region wish to assume any loose items prior to the date of Substantial Performance, obtain a written receipt from the Region listing the items. Replace prior to Final Acceptance any spare parts used during Warranty Period for the purpose of correcting defects in the supplied equipment. Official receipt of spare parts to take place just prior to the Final Acceptance.
- C. Prepare a summary list of loose items and spare parts updated on a monthly basis. Submit the list for review by the Region Representative /Architect/Consultant.

3.24 Assistance:

- A. Provide reasonable help to the Region's Representatives in checking the setting out of the work. Provide ready access to work.

END OF SECTION 01 00 00

PART 1 – GENERAL**1.1 Reference:**

- A. Section 01 00 00 applies to and governs the work under this Section.

PART 2 - PRODUCTS

There are no Products in this Section.

PART 3 – EXECUTION**3.1 General:**

- A. Base the tender price upon providing the materials and equipment specified on the Contract Drawings or in the Specifications, which defines the standard of quality required.
- B. Do not base the tender price upon a presumed acceptance by the Region Representative /Architect/Consultant or the Region of a substitute item of supply.
- C. Where products are named specifically by brand name or other specific details, base the tender prices on supply and installation of the products named in the Contract Documents.
- D. No substitutions or alternatives are allowed for pre-selected equipment.

3.2 Alternatives:

- A. Where more than one manufacturer or supplier's name or product is listed in the Drawings or Specifications, note that the design, as shown on the Drawings, has been based on the first named supplier, manufacturer or product listed.
- B. If a product from a manufacturer or supplier other than the first named is provided, provide evidence showing the technical specifications are same or better. The onus of proving that the Alternative is at par or better than the first named product shall completely lie with the Contractor.
- C. If a product from a manufacturer or supplier other than the first named is provided, assume liabilities and costs for the following:
 - 1. The proper fit and matching of such equipment or material to surrounding pipe, equipment or material of the building, electrical, mechanical and controls or any other sub-trades, and
 - 2. Engineering and construction costs that may subsequently arise as a result of the acceptance of the product from other than the first named manufacturer or supplier.

3.3 Substitutions:

- A. In all cases where a substitution is proposed other than from one of the named manufacturer's or supplier's products, provide written justification to the Region Representative /Architect/Consultant indicating the reasons for the substitution (e. g. significant delay in delivery, strikes, unavailability, improved quality or field service, significant contract cost reduction). Provide sufficient descriptive and technical information for the Region Representative /Architect/Consultant to thoroughly compare articles or groups of articles with those specified. Failure to comply with this requirement to the Region Representative /Architect/Consultant satisfaction
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may result in rejection of the request due to insufficient information or time to evaluate it.

- B. Submit requests for substitutions on the Substitution Request Form appended to the end of this Section. Requests for substitutions submitted in other ways will not be considered. Provide evidence showing the technical specifications of the Substitute product or material are same or better. The onus of proving that the Substitution is at par or better than the first named product shall completely lie with the Contractor.
- C. Should the equipment or materials proposed by the Contractor be accepted, provide required changes to the Contract to suit the accepted substitution at no additional cost to the Region.
- D. Do not permit subcontractors to make applications and submissions related to substitutions directly to the Project Manager/Architect/Engineer. Such applications and submissions must be made by the Contractor. Applications and submissions relating to alternatives and substitutions made by subcontractors will not be considered.
- E. Ensure that, when making requests for substitutions, allowance in the schedule has been made for the Region Representative /Architect/Consultant and the Region to fully consider the proposed substitution and to provide a response. Be aware of the response times as specified in Section 01 30 00 and make allowances for them. Be aware that no claims for costs or time will be entertained due to the time required for the consideration of substitution requests as long as the response times falls within the allowable response time as specified.
- F. Be aware that no claims for costs or time will be entertained relating to the rejection or acceptance of a proposed substitution.

Exterior Caulking at Creek Way
Village and Washroom at Post Inn
Childcare

**ALTERNATIVES &
SUBSTITUTION**

SECTION 01 03 50
Page 3 of 4
Issued for Tender

SUBSTITUTION REQUEST FORM

Substitute Description:				Sub Request #:	
REGION:		Date Sent	Date Received	Initials	
PROJECT:	Contractor → Engineer				
CONTRACTOR:	Engineer → Contractor				
Specification Title:			Description:		
Specification #:	Page/para:	Drawing #s:			
Proposed Substitution:					
Manufacturer:		Address:		Phone:	
Trade Name:			Model #:		
Installer		Address:		Phone:	
History:	New Product	2-5 Years Old	5-10 Years Old	> 10 Years Old	
Details:					
Attached point-by-point comparative data.					
Attached complete dimensional information and technical data, including laboratory tests, if applicable.					
Attached complete information on changes to drawings and specifications which proposed substitution will require for proper installation.					

Similar project which for product was used					
Project:			Consultant:		
Address:			Region:		
			Date Installed:		
Proposed substitution affects other parts of work: No Yes; explain:					

Savings to Region for accepting substitution: \$					
Proposed substitution changes contract time: No Yes; Add Deduct: Days.					
If yes, indicate reason:					
Proposed substitution affects the dimensions shown on drawings: No Yes;					
If yes, indicate reason:					
Supporting Data Attached: Drawings Product Data Samples Tests Reports Other, specify:					

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**ALTERNATIVES &
SUBSTITUTION**

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The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product, or liability is assumed for equivalent performance.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule other than specified herein.
- Cost data as stated above is complete and accurate. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances other than specified herein.
- Costs will be carried by the Contractor for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the work as necessary for accepted substitution will be complete in all respects.

Submitted by:

Contractor Signature:

Signature Required.

Address:

Telephone:

Attachments:

ARCHITtheque's REVIEW AND ACTION

- Substitution approved
- Substitution approved as noted
- Substitution rejected – Use specified materials.
- Resubmit as noted – Additional information required.

ARCHITtheque's estimated budget for additional design, inspection, contract administration and as-built drawings.

\$ _____

Signed by:

Date:

Additional Comments: Contractor Subcontractor Supplier Manufacturer ARCHITtheque Other:

END OF SECTION 01 03 50

PART 1 - GENERAL**1.1 Reference:**

- A. Section 01 00 00 applies to and governs the work under this Section.

PART 2 - PRODUCTS

There are no Products in this Section.

PART 3 - EXECUTION**3.1 Supervision:**

- A. Maintain on the site at all times a general superintendent who is fully qualified to properly direct the progress of this Contract continuously, including the co-ordination and work of subcontractors. During periods when work on this project is not being carried out, maintain protective fencing or competent security personnel on the site to guard the site and works and the properties and possessions thereon of the Contractor and his subcontractors as well as those of the Region of Halton.

3.2 Sub-Trades:

- A. The various Divisions of these Specifications have not necessarily been segregated into sub-trades or sub-contracts. Define the scope of work required of each sub-trade and apportion it, with special attention directed toward items or materials that are to be built into concrete, masonry, etc.
- B. Coordinate architectural, structural, civil, landscape, mechanical, electrical and control work for the interior and exterior works.
- C. No extra payment will be considered based on differences of interpretation of the Contract Documents, or lack of direction in the Specifications as to which trade should provide certain items or materials.
- D. Should alternative or substitute product / fixture/ finish / equipment is proposed by the Contractor be accepted, provide required changes to the integration of the alternative with all required services and accessories, associated with that alternative or substitute and bear the extra expense for such alternatives / changes.

3.3 Access:

- A. At all times, maintain vehicular access along public roads used by construction vehicles.
- B. At all times, maintain vehicular access to and from both Creek-way and Post Inn Village.
- C. Maintain public roads in acceptable condition to the satisfaction of the Project Manager/Architect/Consultant / the Region. Clean roadway and provide dust suppression daily or more frequently as required.

3.4 Co-ordination of Construction with Operation of Existing Facilities:

- A. Give operations at both sites i.e., Creek-way LTCH and Post Inn Village Childcare Services precedence over construction activities.
- B. Maintain the utilities and services to Creek-way LTCH and Post Inn Village Childcare at all times.
- C. Coordinate construction activity under this Contract with the Region.
- D. Upon award of the Contract, submit a list of services requiring shutdown, anticipated shutdown times and their maximum duration.
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- E. Provide fourteen (14 days) written notice to the Regional Representative / Architect / Consultant where a temporary shut-down of any portion of existing works is necessary to facilitate construction. Have the proposed timing of such construction reviewed by the Regional Representative / Architect / Consultant prior to initiation of the work related to the shutdown.
 - F. Provide a detailed schedule indicating each phase of the shutdown and startup of each portion of the existing works. Provide written procedures for each shutdown and startup activity.
 - G. Coordinate with the Regional Representative / Architect / Consultant connections of all utilities.
 - H. Take every precaution to avoid interfering with facility operation and maintenance. In the event of conflict between construction operations and facility operations, facility operations have priority. Reschedule construction operations, if required, without change to the Contract Price.
 - I. In the event of unpredictable circumstances and emergencies, the Region of Halton reserves the right to cancel scheduled work.

3.5 Cutting, Fitting and Patching:

- A. Complete the necessary cutting, fitting and patching to ensure that the various parts of the work fit properly. Complete cutting, fitting and patching as may be required to connect the work with that of any other Contractor as indicated on the Contract Documents.
- B. Do not negatively impact existing work by cutting, digging, blasting or any other construction operation.
- C. Do not cut load-bearing members without the review by the Regional Representative / Architect / Consultant.
- D. Be responsible for costs occasioned by ill-timed work.
- E. Prior to coring into existing concrete, in order to avoid damage to any encased piping, conduits, and other concealed items in the vicinity, ensure that:
 - 1. The locations and the extent of cutting required are coordinated with the trade(s) involved and are accurately and carefully marked out.
 - 2. The walls or slabs are X-rayed prior to drilling openings to determine the location of existing services concealed in and/or behind the construction to be drilled.
 - 3. Acceptance is received from the Project Manager/Architect/Engineer and shop drawings applicable to the affected area have been reviewed.

3.6 Location of Fixtures:

- A. The location of un-dimensioned fixtures, apparatus, outlets, conduits, piping, etc., identified on the Contract Documents or as specified are approximate. Finalize the actual locations as reviewed by the Project Manager/Architect/Consultant and as required to suit conditions at the time of installation and as is reasonable.
- B. Inform the Regional Representative / Architect / Consultant of the impending installation and review with him the location details before installation.

3.7 Roughing In:

- A. Be responsible for obtaining manufacturer's literature, for correct roughing-in and hook-up of equipment, fixtures, appliances, and other items.

END OF SECTION 01 04 00

PART 1 - GENERAL

1.1 Reference:

- A. Section 01 00 00 applies to and governs the work under this Section.

1.2 Codes and Standards:

- A. Ensure that the Work confirms to the Standards listed in Section 01 09 00. Canadian standards take precedence over American standards in the case of duplication or conflict.
- B. Perform work in accordance with the requirements contained in the latest editions of applicable statutes and codes including but not limited to:
 - 1. Occupational Health and Safety Act (OHSA) and Regulations
 - 2. Ontario Building Code (OBC)
 - 3. Plumbing Code
 - 4. Ontario Electrical Safety Code (OESC)
 - 5. Codes or Standards by the National Fire Protection Association (NFPA)
 - 6. Workplace Hazardous Materials Information System (WHMIS)
 - 7. Codes and Standards by the Canadian Gas Association (CGA)
 - 8. Technical Standards & Safety Authority (TSSA)
- C. Assume the designation and responsibilities of Constructor pursuant to the Ontario Health and Safety Act and regulations. It is not intended that the Region will assume the role of Constructor under any circumstances.
- D. Bear the increases in costs that may result if the Region becomes designated as the "Constructor" as a result of the Contractor's acts or lack thereof.

1.3 Statutory Regulations:

- A. The construction of the Works and the operations connected therewith are subject to the approval, inspection, by-laws, and regulations of municipal, provincial and federal authorities and organizations concerned with roads, streets, railways, telephones, electrical supplies, gas supplies and other public services or utilities having jurisdiction in respect to any aspect of this Contract.
- B. Construct habitable structures to comply with the Ontario Building Code.

PART 2 - PRODUCTS

There are no Products in this Section.

PART 3 - EXECUTION

3.1 Approvals and Permits:

- A. Apply for, obtain and pay for permits required for the project.
- B. Where required, Regional Representative / Architect / Consultant will provide a digital copy of drawings and specifications; Contractor to prepare and provide Drawings and Specifications for each application.
- C. Arrange for inspections as required by applicable Codes or by authorities having jurisdiction over the Works.
- D. Provide to the Regional Representative / Architect / Consultant, on a monthly basis, a report of inspection.

END OF SECTION 01 06 00

PART 1 - GENERAL**1.1 Reference:**

- A. Section 01 00 00 applies to and governs the work under this Section.

1.2 Abbreviations:

- A. The following is a general, but not necessarily complete, list of abbreviations that are referenced in the Specifications:

ABMA	-	American Bearing Manufacturers' Association
ACI	-	American Concrete Institute
AGMA	-	American Gear Manufacturers Association
AISC	-	American Institute for Steel Construction
AISI	-	American Iron and Steel Institute
ANSI	-	American National Standards Institute
ASCE	-	American Society of Civil Engineers
ASHRAE	-	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing and Materials
AWS	-	American Welding Society
AWWA	-	American Water Works Association
CCDC	-	Canadian Construction Documents Committee
CGA	-	Canadian Gas Association
CGSB	-	Canadian Government Standards Board
CISC	-	Canadian Institute of Steel Construction
CSA	-	Canadian Standards Association
CWB	-	Canadian Welding Bureau
EEMAC	-	Electrical and Electronic Manufacturers Association of Canada
ESA	-	Electrical Safety Authority
IEEE	-	Institute of Electrical and Electronic Engineers

ISA	-	Instrument Society of America
MOECC	-	Ontario Ministry of the Environment and Climate Change
MTO	-	Ontario Ministry of Transportation
NFPA	-	National Fire Protection Association
NSF	-	National Sanitation Foundation
OBC	-	Ontario Building Code
OESC	-	Ontario Electrical Safety Code
OFC	-	Ontario Fire Code
OHSA	-	Occupational Health and Safety Act
OPSD	-	Ontario Provincial Standard Drawings
OPSS	-	Ontario Provincial Standard Specifications
SSPC	-	Steel Structures Painting Council
TSSA	-	Technical Standards & Safety Authority
ULC	-	Underwriters' Laboratories of Canada

PART 2 - PRODUCTS

There are no Products in this Section.

PART 3 - EXECUTION**3.1 Abbreviations:**

- A. Be responsible for understanding the abbreviations that may appear in the Contract Documents whether listed on the Drawings or Specifications or not.
- B. Direct all queries to the Project Manager/Architect/Consultant.

3.2 Standards:

- A. For Standards and references noted in the Drawings and Specifications, the versions in effect at the date of Tender closing apply to this Contract, unless otherwise specified.

END OF SECTION 01 09 00

PART 1 - GENERAL**1.1 Reference:**

- A. Section 01 00 00 applies to and governs the Work under this Section.

1.2 Work Covered by Contract Documents:

- A. The work required to be done under this Contract includes the supply of material, labour, equipment, permits, site offices, and other requirements, necessary for the complete construction of the works shown on the Contract Drawings and as specified herein including a guarantee of workmanship and materials for a period of 1 year after the issuance of the Certificate of Substantial Performance unless otherwise stated.
- B. The following is a general, but not necessarily complete, description of the work to be constructed under the Contract. The list below is not intended to specify the order of construction/execution:
 1. Exterior Caulking/ Sealant Work for Creek Way Village Long Term Care Home and Parkview Children Day care building at 5200 Corporate Drive, Burlington; comprising of removal of existing caulking / sealant, backer rod, cleaning, and providing new backer rod, and new sealant, on the Exterior side only, to
 - a. ALL Existing Exterior Windows, all along the perimeter of the window frame in contact with the existing exterior wall, and on all the floors,
 - b. ALL Existing Exterior Doors, all along the perimeter of the door frame (jambs and lintel) in contact with existing exterior walls, on all floors. Doors to include standard doors, garage doors, loading –unloading dock doors, ambulance parking area doors, roll-up doors, etc.
 - c. ALL Existing louvres, vents, and any service openings.
Though Elevations of the buildings have been provided, GC to verify during site visit before pricing.
 - d. Any lift / cranes / hoist etc required for access of the doors, windows are to be included in the base bid price. Any overtime weekend works done to meet the schedule is to be included in the base bid price and not back charged to the client.
 - e. The work within the outdoor play area of Creek Way childcare center needs to be done on hours when the area is not occupied by the staff. Staff holds the right to request the Contractor to leave site when the play area is needed for activities.
Refer to Appendix A Architectural Drawings for details.
 2. Faucets for Lavatories in Children Washrooms for Post Inn Village Childcare Centre, comprising of removal of the existing faucets, and providing new hardwired powered, lavatory mounted, touch-free, sensor operated faucet with tempered water delivery.
Refer to Appendix B Mechanical Electrical drawings for more details.
 3. Toilets / Water closets in Children Washrooms for Post Inn Village Parkview Children Daycare, comprising of removal of the existing toilets, and providing new toilets.
Refer to Appendix B Mechanical Electrical drawings for more details.
 4. The works within the Post Inn Childcare Services washroom can be done only on weekends. ie Sat – Sun. Contractor to complete all the required works within one weekend. Work cannot be performed during regular weekday hours.

1.3 Work by Others:

- A. Coordinate with utility companies before proceeding with the work under this Contract.

PART 2 - PRODUCTS

- A. There are no Products in this Section.

PART 3 – EXECUTION

- A. There are no Execution items in this Section.

END OF SECTION 01 11 00

PART 1 - GENERAL**1.1 Reference:**

- A. Section 01 00 00 applies to and governs the work under this Section.

1.2 Scope:

- A. This section specifies restrictions for access to the site and for activities on site.

1.3 Access Routing for Vehicles:

- A. A basic Construction Management Plan shall be provided by Contractor, showing Construction Phases, Staging, Storage, Parking and toilet facility during Exterior Caulking work at Creek Way Village and Interior washroom Faucet and Toilet replacement at Post Inn Village.
- B. Vehicular access shall be from the Corporate Drive and Hobson Drive for Creek Way Village; and from Lane 131 and Parkhaven Blvd for Post Inn Village sites. During Exterior work, provision of fire route and access to driveway and to adjacent properties shall be maintained.

1.4 Phasing and Construction Restrictions

- A. For the Construction of the Project at both the location, no phasing has been envisaged.

1.5 Hours of Work:

- A. Be advised that the Region the working hours for the Creek Way Village Exterior caulking / sealant project will be from 8am to 5pm, Monday to Friday. Work on weekends has to be authorized by Building Management / Region. The Contractor should conduct operations so as not to create a nuisance or disturb the peace of the occupants of the Long Term Care Home and the Parkview Childcare, and that of the neighbors. The Construction work should not cause any unnecessary operational impacts for the Long Term Care Home and Childcare, and the neighboring properties and Halton Region and Burlington properties.
- B. Be advised that the Region gas restrictions on working hours for the Post Inn Village project, which is within the Day care premises. The working hours will be on weekends, starting from Friday 6pm to Monday 6 am. The Contractor should conduct operations so as not to create a nuisance or disturb the peace of the occupants of the adjacent Long Term Care Home in the same building, and that of the neighbors. The Construction work should not cause any unnecessary operational impacts for the Long Term Care Home and Childcare, and the neighboring properties and Halton Region and Oakville properties. At end of the work weekend, the premises will have to be restored to the normal conditions, thoroughly cleaned and disinfected, for the Day care to function.
- C. No work will be allowed in the month of December, at both the Creek Way Village and Post Inn Village.
- D. Be responsible for obtaining exemption to the local noise bylaw, as required.
- E. It is crucial that any noisy operations are communicated to the Region at least one week in advance and carried out subsequent to authorization by them. Additionally, such activities should be conducted between the hours stipulated by the Region / Client.

Exterior Caulking at Creek Way
Village and Washroom at Post Inn
Childcare

WORK RESTRICTIONS

SECTION 01 11 40
Page 2 of 2
Issued for Tender

1.6 Project Schedule:

- A. Construction Start Date: May, 2025
- B. Substantial Performance Date: July, 2025

PART 2 - PRODUCTS

There are no Products in this Section.

PART 3 - EXECUTION

3.1 General:

- A. Keep on hand, all materials, tools, manpower and equipment required for the necessary works in advance of any Plant shutdowns or process interruptions.
- B. Demonstrate to the Project Manager/Architect/Consultant, in advance, all contingency plans including labour, material and equipment supply in the event of failure, delay, upset or stoppage.

END OF SECTION 01 11 40

PART 1 - GENERAL**1.1 Reference:**

- A. Section 01 00 00 applies to and governs the work under this Section.

PART 2 – PRODUCTS

There are no products in this Section.

PART 3 - EXECUTION**3.1 Pre-construction Meeting:**

- A. Attend a pre-construction meeting which will be arranged by the Regional Representative / Architect / Consultant immediately upon award of the Contract. The purpose of this meeting will be to initiate the work under this Contract, to acquaint the Contractor's and the Regional Representative / Architect / Consultant designated personnel with each other, and to discuss and determine communication chain-of-command between various parties and contact procedures, to discuss the work procedures and preliminary scheduling, and other matters as required by the Regional Representative / Architect / Consultant.
- B. Ensure that a senior Contractor's representative and the designated site superintendent, as well as senior representatives from the subcontractors, are in attendance.
- C. The Project Manager/Architect/Consultant may request that representatives of suppliers be in attendance also. Comply with the Regional Representative / Architect / Consultant's request.
- D. Provide emergency contacts and phone numbers for senior Contractor's representatives and designated site superintendent.
- E. Provide schedule of construction, status of bonds and insurance, sequencing of work, major equipment delivery schedule, progress payment procedures, Contractor's health and safety plan, environmental management plan, emergency response plan.
- F. The Project Manager shall chair the Pre-construction / construction Kick-off meeting, and prepare the Minutes of Meeting Report.

3.2 Progress Meetings:

- A. Schedule progress meetings as required by the Regional Representative / Architect / Consultant. Such meetings to be held bi-weekly or more frequently should the Regional Representative / Architect / Consultant deem it necessary.
- B. Prepare and distribute Agenda for the Progress meetings at least 48 hours before the meeting to all concerned / attendees.
- C. Ensure the attendance of responsible persons, including the site superintendent, who have the required authority to commit the Contractor in carrying out decisions reached at the meeting. Subcontractors, equipment suppliers and others must attend when requested by the Regional Representative / Architect / Consultant .
- D. Provide an updated schedule of work indicating progress, use of site, temporary facilities, and schedule of shutdowns at each progress meeting.
- E. Chair the progress meetings, prepare and distribute Minutes of Meeting Report within 48 hours of the meeting.

END OF SECTION 01 20 00

PART 1 - GENERAL**1.1 Reference:**

- A. Section 01 00 00 applies to and governs the work under this Section.

1.2 Categories of Submittals:

- A. Submittals fall into three categories: shop drawings, submittals for information only, and requests for information.
- B. Shop drawings are submittals that are required for all equipment and structures as shown on the Drawings and specified in the individual sections. Regional Representative / Architect / Consultant will review and provide comments.
- C. Submittals for information only are specified as such in the Contract Documents and include design drawings, calculations and specifications that are requested to be sealed by a Professional Engineer and any other reports or plans that do not require a shop drawing review
- D. Requests for Information are questions from the contractor that require clarification from the designer.

1.3 Work Included:

- A. Submittals covered by these requirements include, but are not necessarily limited to:
1. Shop drawings
 - a) Details for all construction materials, complete with manufacturer's information, Catalogue cuts, sample, etc.
 - b) Details of all mechanical, electrical and plumbing fixtures, equipment, complete with manufacturer's information, catalogue cuts, with the relevant item highlighted / marked clearly.
 2. Information Only Submittals
 - a) Construction Management Plan
 - b) Sealed Engineering drawings and reports.
 - c) Schedules for construction, demolition and removals.
 - d) Staging and Sequencing Plans.
 - e) Equipment, Operations and Maintenance Manuals complete with as- constructed drawings.
 - f) As-Built drawings in accordance with Section 01 00 00.
 - g) Corporate Health and Safety Plan.
 - h) Site-Specific Health and Safety Plan.
 - i) Environmental Management Plan.
 3. Requests for Information (RFI)
 - a) Contractor shall carefully review drawings and specifications before requesting information.
 - b) Information provided by Project Manager/Architect/Engineer should be reviewed by Contractor before commencing on the work based on the response.
 - c) Response to RFI shall not constitute as Contemplated Change notice or Proposed Change to the Scope of Work and shall not form a basis of any claim.
-

1.4 Related Work

- A. Contract Closeout - Section 01 70 00

1.5 Codes and Standards

- A. Applicable Region of Halton Standards.

1.6 Contractor's Responsibilities:

- A. Provide submittals to the Regional Representative / Architect / Consultant as specified.
- B. Be responsible for the accuracy and completeness of the information contained in each submittal and ensure that the material, equipment, or method of work is as described in the submittal. Verify that features of products conform to the specified requirements. Edit submittal documents to indicate only those items, models, or series of equipment that are being submitted for review. Cross out or otherwise obliterate extraneous materials. Coordinate submittals among the subcontractors and suppliers and ensure there is no conflict with other submittals. Notify the Region in each case where a submittal may affect the work of trades or the Region. Carry out any relocation of work due to interference at no additional cost to the Region.
- C. Verify that the materials and equipment to be furnished and method of work comply with the provisions and the intent of the Contract.
- D. Coordinate submittals with the work so that work will not be delayed. Coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. Do not proceed with work related to a submittal until the submittal process is complete. This requires that submittals for review and comment are returned to the Contractor stamped "REVIEWED" or "REVIEWED AS NOTED"
- E. Stamp and date each submittal to certify that you have reviewed the submittal in full, verified field conditions, and complied with the Contract Documents. The Engineer will not review any submittal which does not have the stamp and date of the review by the Contractor.
- F. The Contractor may authorize a material or equipment supplier to deal directly with the Project Manager/Architect/Engineer with regard to a submittal. These dealings are limited to contract interpretations to clarify and expedite the work and cannot be used for the basis of a claim.
- G. Ensure that all "REVIEWED" or "REVIEWED AS NOTED" submittals are available for viewing at the project site.

1.7 Effect of Review of Contractor's Submittals:

- A. The review of methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of their responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Regional Representative / Architect / Consultant, Region, or by any representative officer, employee or agent thereof. The Contractor shall have no claim under the contract on account of the failure, or partial failure, of the material, or equipment so reviewed.
- B. Submittals provide information concerning features and characteristics of materials, equipment, and methods of operation selected based on the Contractor's judgment of their conformance to the specified requirements. Review of submittals does not extend to means, methods, techniques, sequences or
-

procedures of construction, or to verifying quantities, dimensions, weights or gauges, or fabrication processes, except where specifically indicated or required by the project requirements or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

- C. The review of submittals shall not relieve the Contractor of their responsibility for errors therein, and shall not be regarded as assumption of risks or liability by the Project Manager/Architect/Engineer, Region, or by any representative officer, employee or agent thereof. The Contractor shall have no claim under the contract on account of the failure, or partial failure, of the material, or equipment so reviewed. A mark of "REVIEWED" or "REVIEWED AS NOTED" shall mean that the Region has no objection to the Contractor, upon their own responsibility, providing the materials or equipment proposed.
- D. The Project Manager/Architect/Engineer will review submittals for general arrangement only. Be responsible for checking dimensions, quantities, proper fitting, and construction of the work, and for furnishing materials or doing work required by the Contract Documents, which may not be indicated on shop drawings when reviewed.

1.8 Submittal Review Procedure:

A. Shop Drawing Procedures

1. Unless otherwise specified, within ten (10) weekdays after receipt of a shop drawing submittal for review and comment, the Project Manager/Architect/Engineer shall review the submittal and return the marked-up shop drawing bearing the Architect's/Engineer's Shop Drawing Review stamp. The review period may be longer depending on the completeness of the submittal and number of submittals being issued. The review period may be longer if more than one items, not related or of different specification sections, are clubbed together. The returned submittal shall indicate one of the following actions:
 - a) If the review indicates that the material, equipment or work method complies with the Contract Documents, the submittal will be marked "REVIEWED". In this event, the Contractor may begin to incorporate the material or equipment covered by the submittal into the work.
 - b) If the review indicates limited corrections are required, the submittal will be marked "REVIEWED AS NOTED." The Contractor may begin incorporating the material or equipment covered by the submittal in accordance with the noted corrections.
 - c) If the review reveals that the submittal is insufficient or contains incorrect data, the submittal will be marked "RESUBMIT AS NOTED". Make the changes to the shop drawings that the Architect/Engineer may require. Identify changes on resubmissions and indicate the revision dates. Work on this item is not to commence until the submittal has been revised, resubmitted and returned marked either "REVIEWED" or "REVIEWED AS NOTED".
 - d) If the review indicates that the material or equipment does not comply with the Contract Documents, the submittal will be marked "REJECTED". Work on this item is not to commence until a new submittal is made and returned marked either "REVIEWED" or "REVIEWED AS NOTED".
 2. The Contractor shall bear all costs associated with resubmission of a submittal.
 3. Contractor shall carry costs of Regional Representative / Architect / Consultant's and Region's review for all shop drawing submissions required more than two (2) times.
 4. Copies of corrected shop drawings shall be included in the Operations and Maintenance manual.
-

- B. Information Only Submittal Procedure
1. Unless otherwise specified, within ten (10) weekdays after receipt of an Information Only submittal, the Regional Representative / Architect / Consultant shall acknowledge the submittal and return one (1) copy of the submittal bearing the Engineer's Information Only stamp.
- C. Request for Information Procedure
1. Within five (5) weekdays after receipt of an RFI submittal the Regional Representative / Architect / Consultant shall return one (1) copy of the RFI response.
 2. For any RFI where the information requested is apparent from field observations, is contained in the contract documents or is reasonably inferable from them, the Contractor shall be responsible to the Region for all reasonable costs charged by the Regional Representative / Architect / Consultant to the Region for the additional services required to provide such information.

PART 2 - PRODUCTS

2.1 Construction Schedule:

- A. Submit a construction schedule showing the Contract starting date and the commencement and the completion of each substantial or key portion of the work. Provide the schedule to the Regional Representative / Architect / Consultant for review within five (5) days after the signing of the Contract. Include in the schedule the work of any sub-contractor, submission dates for shop drawings, and the project completion date.
- B. Construction activities with a value greater than \$50,000 or a duration exceeding 1 week are to be shown as separate items in the Construction Schedule.
- C. Indicate in the Construction Schedule the Critical Path of the work including, but not limited to, the following:
1. Identification and listing in chronological order of all construction, demolition and removal activities required to complete the Work, such as mobilization and other activities; all subcontractor work; major Equipment design, fabrication, factory testing, and delivery dates; equipment system testing and start-up activities; project closeout, cleanup, and site restoration; and specified work sequences, constraints, and milestones, including Substantial Performance date.
 2. Project schedule shall be in the form of a GANTT Chart and generated using professional computer software, such as Microsoft Project as a minimum, and updated as required at no additional cost to the Region.
 3. The construction schedule shall be reviewed before and updated at each progress meeting.
 4. Identify timeframe, duration, early start, and completion for each activity and sub- activity, and any critical activities.
 5. Identify shop drawing submission dates related to equipment or activity on the schedule.
- D. Provide sub-schedules, such as Staging Plans and Sequencing Plans as required, to further define portions of the Work.
-

- E. The Construction Schedule shall demonstrate that the Contractor has compressed the on-site work to as short a period as possible to limit the amount of disruption to the Region's operation.
- F. Provide to the Regional Representative / Architect / Consultant in writing, a step-by-step procedure outlining the proposed method of accomplishing each portion of work that requires an interruption to the operation of the facility. This proposed method of construction must be forwarded to the Regional Representative / Architect / Consultant for approval at least one (1) week in advance before any such work will be permitted. The Contractor shall include proposed specific hours (times) of work in the submission.
- G. Use additional work forces and equipment, or revise methods of operation when the progress of work is not sufficient to meet the Construction Schedule at no additional cost to the Region.
- H. In the case that a Construction Schedule with insufficient detail is submitted, requests for progress payment will not be reviewed until such time that an appropriate Construction Schedule is provided.

2.2 Shop Drawings:

- A. Submit shop drawings, for piping arrangements, support/anchors, fabrication and erection drawings, design calculations, etc., where applicable, for all work in this Contract.
- B. Submit shop drawings for all temporary works that control the dimensions of any part of the structures to be constructed under this Contract, or which impose loads on parts of the completed permanent works or existing works.
- C. Ensure that shop drawings of mechanical and electrical equipment show details of construction, accurate dimensions, capacities and performance characteristics.
- D. Ensure that shop drawings clearly show exposed fastenings and, where applicable, installation details, relationship to the building structure and/or finishes.
- E. Manufacturer's standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data may be accepted in lieu of shop drawings, if they:
 - 1. Supplement standard information to provide additional information applicable to the project.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.
 - 4. Show wiring diagrams and controls.
 - 5. Delete non-applicable information.
- F. Submit shop drawings in SI metric, or SI and Imperial units. Shop drawings in Imperial units only will be returned by the Project Manager/Architect/Engineer without review.
- G. Prepare a Shop Drawing Log, Update and present during the Progress meetings, or when instructed.

2.3 Samples:

- A. Where specified submit two (2) samples of material, appliances, finishes and other items included in the work. Samples must be reviewed by the Regional Representative / Architect / Consultant in writing before the work is
-

executed. Mark samples on the back with the type of material, mix if required, producer's name.

- B. Do not use any material on the work that is in any way inferior to the reviewed samples. Review by the Regional Representative / Architect / Consultant does not obligate the Region to pay for any material other than in accordance with the Contract. The review will not prevent the rejection of any material that may be found, in the opinion of the Regional Representative / Architect / Consultant, to be unsound or unfit for use on the work or not in accordance with the reviewed samples or the requirements of the Contract. The review will not be deemed to be a waiver of objection to the work or any part thereof at any time. The decision of the Regional Representative / Architect / Consultant with respect to the acceptance or rejection of samples is final.
- C. Prepare a Sample submission Log, Update and present during the Progress meetings, or when instructed.

2.4 Coordination Drawings:

- A. Prepare Coordination Drawings for areas of potential conflict, where interference may be caused by uncoordinated use of available space by the various trades and subcontractors. Clearly show on the same drawing the proposed works of all disciplines, such as process piping, plumbing and drains, air ducts, electrical cable trays and conduits, including valve orientation and access.
- B. Show piping and other services that are to be cast into concrete.
- C. Submit Coordination Drawings for review as specified prior to commencement of the work.
- D. Update and resubmit the Coordination Drawings when changes and relocations are to be made.

2.5 Construction Coordination and Sequencing:

- A. Submit a detailed Schedule and Sequencing Plan outlining the steps to be taken to construct the works. Review the proposed Staging Plan and discuss timing and constraints with the Region's operations staff. Both the Region and Regional Representative / Architect / Consultant reserve the right to request revisions to either the stages and or the timing. Do not proceed with the work until the Staging Plan has been reviewed and accepted by the Region.
- B. Prepare and submit, to Regional Representative / Architect / Consultant, Sequencing Plans where interferences exist and where a specific work sequence is required to avoid or minimize operational interruptions of the existing facilities. Tie the Sequencing Plans to the project schedule.

2.6 Falsework, Shoring or Bracing Drawings:

- A. Submit drawings of falsework, shoring and bracing sealed by a Professional Engineer in the Province of Ontario. One copy of the reviewed drawings be kept on site.

PART 3 - EXECUTION

3.1 Transmittal Procedure for Submittals:

- A. When the Contract Documents require a submittal, submit the specified information as either hard-copy submissions or electronic submissions as follows:
 - 1. Electronic Submissions

-
- a) Send an email to the Regional Representative / Architect / Consultant with the Submittal. Submittals shall have a Submittal Transmittal form / Cover page.
- b) All submittals shall be named using the following nomenclature:
[1]-R[2]-[3]-[4].pdf, where the fields in the filename are defined as follows:
[1] = Specification and clause number
[2] = Revision number
[3] = Region oh Halton Project Reference
[4] = Submittal/Shop Drawing title
- c) At the request of the Regional Representative / Architect / Consultant, the Contractor shall submit native files of certain submittals (MS Word, MS Excel, MS Project, etc.) to help expedite the review process.
- d) The Regional Representative / Architect / Consultant reserves the right to require that a submittal be based only in hard-copy or only in electronic format.
- B. For Shop Drawings and Information only Submittals, attach Form 01300-A Submittal Transmittal Form included at the end of this Section. Apply a unique number, sequentially assigned, on the transmittal form. Original submittal numbers to have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals to have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.
- C. On the transmittal form, clearly identify Contract, Region oh Halton Contract No., Contractor Project No., Pertinent Drawing No., Specification Sheet No. and Article No., as applicable, for the submittal.
- D. Use a separate transmittal for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment to be identified with all the appropriate equipment numbers. Make submittals for various items with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
- E. Submittals for Request for Information are to be completed on Form 01300-B Request for Information Form.
- F. Submittals for operation and maintenance manuals, information and data are to be accompanied by a properly completed Form 01700-A, Operation and Maintenance Transmittal Form included in Section 01 70 00.
- 3.2 Submittal Completeness:**
- A. Submittals that do not have all the information required to be submitted, including acknowledgement of deviations, are not acceptable and will be returned without review.
- B. Bear the cost of any delay or cost implications arising from the improper submittals.
-

3.3 Shop Drawing Submittal Compliance:

- A. Include in every shop drawing submission, a copy of the relevant specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included. Check-mark each paragraph to indicate compliance with the specification or mark otherwise to indicate requested deviations from specified requirements. Check marks (✓) denote full compliance with a paragraph in its entirety. If deviations from the specifications are indicated, underline each point of deviation and denote by a number in the margin to the right of the identified paragraph. The remaining portions of the paragraph not underlined will signify compliance with the specified requirements. Provide in the submittal a detailed, written justification for each deviation.
- B. Failure to include a copy of the marked-up specification sections, along with justifications for any requested deviations to specified requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.

3.4 Sealed Engineering Drawing Submittal Procedure:

- A. For all submittals that require a Professional Engineers seal, an initial submittal should be made prior to the placing of the Engineer's seal. Comments will be provided to the Professional Engineer and the Contractor. Submit the sealed final drawings for Information Only.

3.5 Construction Schedule:

- A. Update the progress schedule when requested by the Regional Representative / Architect / Consultant. As a minimum, distribute revised progress schedule at each progress meeting as per Section 01 20 00.
- B. If an activity is not completed by its latest scheduled completion date and this failure may extend the Contract Time (or may affect the project critical path), within seven (7 days) of such failure, submit a written statement as to how the non-performance will be corrected and the original schedule will be maintained.
- C. All schedules must indicate contingency and alternative dates and times in the event of postponement of any activity for any reason.
- D. Regardless of the schedule or schedules submitted by the Contractor, the Regional Representative / Architect / Consultant reserves the right to direct the Contractor by employing whatever means necessary, to expedite the work.
- E. Submission of a schedule does not relieve the Contractor from their responsibility for the completion of the Work in the time required by the Contract.

See Form 013000-A Submittal Transmittal Form and Form 013000-B Request for Information on the next pages which form part of Section 01 30 00.

Exterior Caulking at Creek Way
Village and Washroom at Post Inn
Childcare

SUBMITTALS

SECTION 01 30 00
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013000 - A SUBMITTAL TRANSMITTAL FORM

Submittal Description:		Submittal #:	
Spec Section and/or drawing number:			

Project Information	Routing	Date Issued	Date Received
Region:	Contractor to Engineer:		
Project Name:	Engineer to Contractor:		
Contractor Name:			

Type of submission: Shop Drawings Information Only Submittal Other

Remarks: _____

Item	Section No.	Description	Review action*	Reviewer initials	Review comments attached?

*
REV = Reviewed = No exceptions taken;
RAN = Reviewed as noted = Make corrections noted;
RSN = Resubmit as noted = Amend and resubmit;
REJ = Rejected = Rejected
RIO = Reviewed for Information Only

Contractor to Certify either A or B

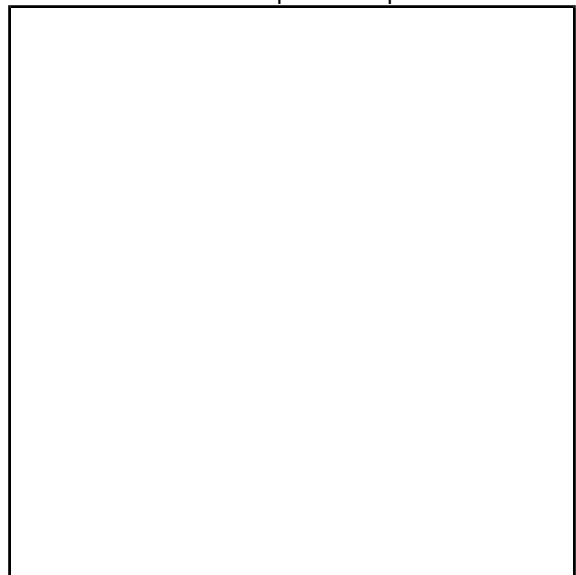
- A** We have verified that the material or equipment contained in this submittal meets all the requirements, including coordination with all related work, and specified (no exceptions).
- B** We have verified that the material or equipment contained in this submittal meets all the requirements specified except for the attached deviations.

Certified By:

(Name)

(General Contractors Signature)

ARCHITheque's Stamp



Exterior Caulking at Creek Way
Village and Washroom at Post Inn
Childcare

SUBMITTALS

SECTION 01 30 00
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013000 - B REQUEST FOR INFORMATION FORM

Project Name:		Project Number:	
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Date:		RFI #	
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Subject:			
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Drawing #:		Specification #:	
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Cost Impact: <input type="checkbox"/> Yes <input type="checkbox"/> No	Schedule Impact: <input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment: <input type="checkbox"/>
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Question:

Contractor Suggestion:

ARCHITheque's Response:

Answered By:		Response Date:	
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Within ten (10) weekdays after receipt of an RFI submittal the Project Manager/Architect/Engineer shall return one (1) copy of the RFI response.

END OF SECTION 01 30 00

Exterior Caulking at Creek Way
Village and Washroom at Post Inn
Childcare

QUALITY CONTROL

SECTION 01 40 00
Page 1 of 3
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PART 1 - GENERAL**1.1 Reference:**

- A. Section 01 00 00 applies to and governs the work under this Section.

1.2 Inspection:

- A. All materials supplied by the Contractor shall be subject to review and inspection by the Project Manager/Architect/Consultant / the Region at time of delivery and prior to installation or placement. Materials will be rejected if they do not meet contract specifications.
- B. The Project Manager/Region may instruct Contractor to conduct Quality Assurance testing on materials and equipment to be incorporated into permanent works before delivery to site.
- C. Provide facilities for handling and inspection of materials.

PART 2 - PRODUCTS**2.1 Quality of Materials:**

- A. Ensure that materials, fixtures, fittings, appliances and equipment and appurtenances provided under this Contract are new, the best of their kind for the application, and free from any defects; to the satisfaction of the Regional Representative / Architect / Consultant.

PART 3 - EXECUTION**3.1 Inspection and Testing:**

- A. Perform work under the Contract to the satisfaction of the Regional Representative / Architect / Consultant. Adhere to the provisions of the Contract, especially with regard to the quality of the workmanship and materials, to the satisfaction of the Engineer. The Regional Representative / Architect / Consultant may stop the work entirely if there is not a sufficient quantity of suitable and approved material on the site to carry on the work properly, or for any good and sufficient reason. Immediately obey orders given by the Regional Representative / Architect / Consultant relating to quality of material or workmanship or in respect of safety or public convenience. The Regional Representative / Architect / Consultant may have any worker suspended for incompetency, substance abuse, negligence or disregard of orders. Ensure that any worker so suspended is removed from the site promptly.
- B. The Regional Representative / Architect / Consultant may inspect, test and reject materials and equipment and the process of preparation or manufacture of materials or equipment at any time. The Project Manager/Architect/Engineer will provide reasonable notice of the materials and equipment which he proposes to inspect or test during the process of preparation or manufacture, save that in the case of materials or equipment specifically stated in the Contract as required to be tested or inspected by, or in the presence of, the Regional Representative / Architect / Consultant, the Regional Representative / Architect / Consultant will not give such notice. Notify the Regional Representative / Architect / Consultant in writing at least seven days in advance of the commencement of preparation or manufacture of each item of such materials or equipment of the time and place at which such preparation or manufacture is to commence in order that the Regional Representative / Architect / Consultant may be present.
- C. Notwithstanding compliance with the foregoing paragraphs, if any material or equipment prepared or manufactured away from the site of the works and required by the Contract or by Regional Representative / Architect / Consultant to be inspected, or tested by, or in the presence of, the Engineer at the place of preparation or manufacture become ready for delivery to the site of the works without being inspected or
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tested as required, notify the Consultant in writing and do not have such material or equipment delivered to the site of the works until authorized to do so in writing by the Regional Representative / Architect / Consultant.

- D. In any event, do not incorporate into the work material or equipment required by the Contract or by the Project Manager/Architect/Consultant to be inspected or tested by, or in the presence of, the Project Manager/Architect/Consultant until the required inspection or testing has been carried out to the satisfaction of the Project Manager/Architect/Consultant
- E. Provide and ensure that all Sub-contractors and those carrying out the process of preparation or manufacture provide every reasonable facility and co-operation to assist the Project Manager/Architect/Consultant in carrying out inspection and testing.
- F. Do not cover up work without having it inspected and passed by the Project Manager/Architect/Engineer. If ordered by the Project Manager/Architect/Consultant open for inspection any work covered up without prior inspection by the Project Manager/Architect/Engineer. Make good again openings, excavations and disturbances of property, resulting from the inspection to the satisfaction of the Project Manager/Architect/Engineer.
- G. Be responsible for the obligations under the Contract regardless of the approval by the Project Manager/Architect/Engineer or failure of the Project Manager/Architect/Engineer to carry out an inspection. Do not interpret action or lack of action of the Project Manager/Architect/Engineer as being an acceptance of defective or improper work or material. Remove and replace properly or otherwise rectify such work or material to the satisfaction of the Project Manager/Architect/Engineer.
- H. If it is required by the Contract, local laws or by-laws or the Architect/Engineer to have any part of the works inspected by others, give the Architect/Engineer and the other parties' concerned, reasonable notice of the time and date proposed for the inspection.
- I. Where required by the Project Manager/Architect/Engineer, supply certified copies of tests reports pertaining to materials or equipment to be used in the construction of the works, indicating that materials comply with the Specifications. Ensure that such tests are made by an approved testing company.
- J. Any and all materials or manufactured products, including pipe, may be tested. Supply samples for testing as directed of materials or manufactured products being used or proposed for use in the work. Provide adequate time in the project schedule for testing as specified.
- K. Immediately remove from the site materials whose test specimens fail to meet specified requirements and those materials that are rejected upon inspection.
- L. The Region will pay the costs of testing except for the following:
1. Inspection and testing required by law, ordinances, rules, regulations or orders of public authorities.
 2. Inspection and testing performed exclusively for the Contractor's convenience, or testing performed for items or parts designed and built by the Contractor.
 3. Testing, adjustment and balancing of mechanical and electrical equipment and systems.
 4. Mill tests and certificates of compliance.
 5. Tests specified to be carried out by the Contractor under the supervision of the Engineer.
 6. Inspection and testing of water retaining structures and tanks as specified.
- M. Where test specimens fail to meet specified requirements or where re-testing is required to verify the quality of work previously tested, provide additional test specimens and pay for the additional testing until satisfactory test results are obtained.
- N. Ensure that the cost of specified testing is included in the cost of the Contract.
- O. Quality control inspections, other than those noted above to be paid for by the Contractor, will be carried out by inspectors or inspection services under the direction of the Engineer on behalf of the Region, and at

the Region's cost. Provide clear access to work areas to be inspected and assist as required by providing safety equipment, ladders, materials, etc., for these inspections, including but not necessarily limited to, welding X-ray inspections, concrete testing, painting inspections and compaction tests.

3.2 Receipt and Acceptance of Materials:

- A. During the process of unloading any material, etc., inspect it for loss or damage in transit in the presence of the Project Manager/Architect/Engineer. Notify the agent of the carrier of any loss or damage to the shipment.
- B. The Project Manager/Architect/Engineer may reject materials supplied by the Contractor if found faulty or defective upon delivery. Replace such faulty or defective materials. Be responsible for removing faulty or defective materials and replacing same with good materials regardless of when the defects are discovered. Carefully unload equipment and materials in an approved manner to avoid injury thereto. Provide ample facilities for handling the equipment.

3.3 Quality Assurance:

- A. The Project Manager/Region may request any required samples at any reasonable time.
- B. Preliminary testing may be performed by the Region or his agency, and only results of testing on delivered materials shall dictate acceptability of materials for incorporation into the work.
- C. The Region will perform Quality Assurance testing using its own forces which are CSA certified. Alternatively, the Region may appoint a CSA-certified agency to conduct QA testing on its behalf. Quality Assurance testing will be at a frequency determined by the Region.
- D. The costs of all Quality Assurance testing, except as noted otherwise, shall be borne by the Region.
- E. The Contractor may request that the Region's, or his agent's, Quality Assurance equipment be tested for CSA compliance. All costs for such tests shall be at the Contractor's expense where such equipment is found to be in compliance.
- F. Additional testing required to prove the adequacy of construction shall be at the Contractor's expense, where the routine test shows the construction to be inadequate, or where the Contractor's materials and procedures have not been as specified, or when work has proceeded without approval or inspection.
- G. Where the Region's Quality Assurance testing differs from the Contractor's Quality Control results, the Region's results shall govern and all additional Quality Assurance testing shall be billed to the Contractor at a rate of not less than \$250 per re-test except where such re-tests are carried out by the Region's agency in which case such re-tests shall be billed at a rate of 110% of the invoiced amount.

END OF SECTION 01 40 00

PART 1 - GENERAL

1.1 Reference:

- A. Section 01 00 00 applies to and governs the work under this Section.
- B. Ontario Traffic Manual (OTM), Book 7 – Temporary Conditions, current revision.

1.2 Work Included:

- A. The work under this Section includes, but is not limited to, provision of:
 - 1. Access to the site and the work.
 - 2. Temporary facilities including site and building enclosures, storage areas, shelters, sanitary facilities, Engineer's field office.
 - 3. Temporary utilities.
 - 4. Temporary controls, including fire protection, first aid, security, traffic control.
 - 5. Temporary equipment to maintain essential utilities during construction.

PART 2 - PRODUCTS

2.1 Field Office:

- A. Provide a field office as specified:
 - 1. Locate the field office, at the mobilization period, before commencement of any demolition or construction work, in consultation with the Regions Representative / Facility Manager, equipped as noted below, for the entire duration of the Work.

Ensure that the Field office is equipped with:

- a) one (1) plan table, for spreading out the Permit drawings and Construction drawings, at the same time.
- b) Notice Boards for putting up Schedules, Instructions, Regulatory notices, etc.

Maintain the field office on-site and the performance of the office equipment as specified until at least one (1) month following Substantial Performance.

PART 3 - EXECUTION

3.1 General:

- A. Any disruption of operating facilities must be accommodated by temporary facilities to the satisfaction of the Regional Representative / Architect / Consultant.
 - B. All schedules must indicate contingency and alternative dates and times in the event of postponement for
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any reason, or breakdown of temporary by-pass equipment during the shutdown.

- C. Comply with local Police, Fire Department and EMS requirements regarding notification of all interested parties concerning the construction work and provisions for traffic movement.

3.2 Access:

- A. Provide access to the site and work as required, in a proper and safe fashion. The Project Manager/Architect/Engineer may assist in space allocations.
- B. Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to the work. Obtain approval from the Project Manager/Architect/Engineer before constructing temporary roads.
- C. Provide construction warning signs along traveled roads as required or as requested by the Project Manager/Architect/Engineer. Keep temporary road surfaces over backfilled excavations free from potholes.
- D. Provide for mud and snow removal and dust suppression, as required during the construction period.
- E. Vehicular Access to Adjacent Properties
1. Vehicular access to all properties within and adjacent to the Working Area shall be maintained at all times except when Contractor's operations reasonably necessitate a temporary restriction. Such restrictions shall be kept to a minimum and shall be coordinated with the affected property Region/s or occupant/s. Vehicular access shall be the responsibility of the Contractor. All traffic arrangements shall be subject to the approval of the Contract Administrator and the Local Municipalities.
- F. Repair promptly damage to existing roads, walks, and other existing facilities.

3.3 Location of Temporary Facilities:

- A. Coordinate the location of temporary facilities with the Facilities Manager subject to the satisfaction of the Regional Representative / Architect / Consultant.
- B. Contractor's storage facilities shall be located within a compound indicated on the Contract Drawings.

3.4 Temporary Site Enclosures:

- A. Erect temporary site enclosures using new 2.4 m high plastic orange snow fence wired to rolled T-bar fence posts spaced at 2.4 m o.c.
- B. Erect temporary Tree Protection enclosure, to Region of Halton Standard requirement, during Exterior Work
- C. Maintain fences and enclosures in good repair.

3.5 Traffic Control:

- A. Maintain work site in a condition, which shall allow access for Region's staff and vehicles.

3.6 Installation and Removal:

- A. Provide temporary utilities, facilities and controls to execute the work expeditiously.
- B. Remove temporary utilities, facilities and controls at the conclusion of Contract, unless otherwise directed by Engineer.
- C. Site to be left in tidy and clean condition after removal of temporary facilities.

3.7 Storage of Material and Equipment:

- A. Storage areas, on site, shall be shown on the Construction Management Plan. Region Representative / Facility Manager shall assist in designating the storage areas.
- B. Store materials to ensure the preservation of their quality and fitness for the work.
- C. Store materials on wooden platforms or other hard, clean surfaces a minimum of 150 mm off the ground.
- D. For materials and equipment not suitable for storage in the open, provide weather tight heated storage sheds with raised floors, a minimum of 150 mm off the ground for the storage of equipment, as required by the Consultant and/or equipment manufacturers. Supply to the Regional Representative / Architect / Consultant all storage instructions from equipment suppliers well in advance of the scheduled delivery dates.
- E. Locate stored materials to facilitate inspection.
- F. Handle and store products in a manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions.
- G. Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in the work.
- H. Store products subject to damage from weather in weatherproof enclosures.
- I. Store cementitious products clear of earth or concrete floors, and away from walls.
- J. Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.
- K. Store sheet materials, lumber, etc. on flat, solid supports and keep clear of ground. Slope to shed moisture.
- L. Store and mix paints and coatings in a heated and ventilated room. Remove oily rags and other combustible debris from the site daily. Take every precaution necessary to prevent spontaneous combustion.
- M. Remove and replace damaged products to the satisfaction of the Regional Representative / Architect / Consultant.
- N. Do not use private property for storage purposes without the written permission of the property Region. Pay rental charges and damages associated with occupying private lands.

3.8 Temporary Building Enclosures:

- A. Provide temporary enclosures for the work as required for weather protection and heating purposes.
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- B. Erect enclosures to allow accessibility for installation of materials and working inside the enclosure.
- C. Keep temporary buildings, and area of work in a clean and sanitary condition at all times and do not permit to become a health hazard or a nuisance to adjoining properties.

3.9 Temporary Shelter and Sanitary Facilities:

- A. Provide and properly maintain in clean condition, a suitable privy or water closet for the Contractor's personnel as required by the Construction Safety Act, in location as shown on the Contract drawings.
- B. Provide all required toilet supplies.
- C. Provide and maintain drinking water and washing facilities as required by the Construction Safety Act.
- D. Provide shelter for workers.

3.10 Temporary Fire Protection:

- A. During the entire construction period provide fire extinguishers in temporary office, as well as in other locations reasonably required, and all other fire protection necessary to protect the project and to comply fully with the requirements of insurance underwriters for the project and local, provincial and federal authorities.

3.11 Temporary First Aid Facilities:

- A. Provide and maintain the necessary first aid items and equipment as required.
- B. Designate employees who are properly instructed to be in charge of first aid. Ensure that at least one such employee is always available on the site while work is being conducted. Comply with the Construction Safety Act and Regulations for Construction Projects.

3.12 Temporary Utilities:

- A. Make arrangements for the supply of water, electrical power, gas, sanitary facilities, heat, and any other temporary services required during construction. Be responsible for all fees, permits and charges, including arrangements for all necessary applications, incurred throughout the construction period until the date of acceptance as established by the Engineer.
 - B. Be responsible for providing electrical power generators as required to maintain construction activities and all temporary facilities at no extra cost to the Region, if temporary electrical power supply is delayed or unavailable from the local authority.
 - C. Permanent utilities installed under this Contract may be used for construction requirements provided that no guarantees are affected thereby. Make good any damage.
 - D. Operate equipment according to the requirements of the Ontario Ministry of Labour under the Occupational Health and Safety Act and Regulations for Construction Projects.
 - E. Arrange, pay for and maintain temporary electrical power supply until Substantial Performance as follows:
 - 1. Temporary facilities for power, where required outside the plant, such as pole lines and underground cables with the approval of the local utility company.
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2. Connection to the existing power supply system in accordance with the Ontario Electrical Safety Code. Provide meters and switchgear as required by the utility company and the Engineer.
 3. Electrical power and lighting system as installed under this Contract may be used for construction requirements provided that no guarantees are affected thereby. Make good any damage and replace all lamps which have been used for three months or longer.
- F. Pay the costs of temporary heat and ventilation used during the course of construction, including costs of installation, fuel, operation, maintenance and removal of equipment. Do not use direct-fired heaters discharging waste products into work areas unless prior approval is given by the Project Manager/Architect/Engineer. Provide temporary heat and ventilation in enclosed areas, to:
1. Facilitate progress of work.
 2. Protect work and products against dampness and cold.
 3. Prevent moisture condensation on surfaces.
 4. Provide ambient temperatures and humidity levels for storage, installation and curing of materials.
 5. Provide adequate ventilation to meet health regulations for safe working environment.
 6. Prevent hazardous accumulation of dust, fumes, mist, vapours or gases in areas occupied during construction.
 7. Prevent harmful accumulation of hazardous substances into the atmosphere of occupied areas.
 8. Ensure that the disposal of exhaust materials will not result in harmful exposure to persons or the environment.
 9. Ventilate storage spaces containing hazardous or volatile materials.
 10. Ventilate temporary sanitary facilities.
 11. Remove harmful elements even though the work process ceased.
- G. Maintain strict supervision of operation of temporary heating and ventilating equipment, to:
1. Enforce conformance with applicable codes and standards.
 2. Enforce safe practices.
 3. Prevent abuse of services.
 4. Prevent damage to finishes.
- H. Ensure that direct-fired combustion units are vented to the outside.

3.13 Temporary Equipment:

- A. Be responsible for operation, maintenance, power supply, power cost, and fuel during construction, and removal of all temporary equipment at completion of works.
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Exterior Caulking at Creek Way
Village and Washroom at Post Inn
Childcare

**TEMPORARY FACILITIES
AND CONTROLS**

SECTION 01 50 00
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3.14 Not Used

3.15 Security:

- A. Be responsible for the security of construction site materials, tools, equipment and construction.

3.16 Traffic Signs and Barricading:

- A. The Contractor shall be responsible to supply and erect all construction signs, barricades, delineators, flashing lights and such other devices and protection as may be required by the Ontario Traffic Manual, Book 7 and the Contract Drawings both inside and outside the Working Area.

3.17 Traffic Control and Parking:

- A. Observe load and truck route restrictions on the access road and streets to be used.
- B. Locate parking areas for vehicles on the project site as directed by Regions Representative /Facility manager.

3.18 Removal and Restoration of Temporary Facilities and Controls:

- A. Remove temporary facilities and controls from the site on completion of the works, or as otherwise ordered in writing by the Regional Representative / Architect / Consultant.
- B. As each portion of the work is completed, as determined by the Regional Representative / Architect / Consultant, restore disturbed areas, roadways, fences, building, etc. equal to or better than the initial condition and clean up the construction area as instructed by the Regional Representative / Architect / Consultant.
- C. Leave clean and in good order, roads, parking areas, walks, sodded, seeded and other areas disturbed by the construction. Failure to make satisfactory progress in the execution of this work within forty-eight (48) hours of receipt of written notice from the Regional Representative / Architect / Consultant may result in having the surplus material removed, or re-grading any area or performing any work necessary to leave the site in a satisfactory condition and having the costs deducted from payments due under the Contract.

END OF SECTION 01 50 00

PART 1 - GENERAL**1.1 Reference:**

- A. Section 01 00 00 applies to and governs the work under this Section.

1.2 Regulations:

- A. Occupational Health & Safety Act R.S.O. 1990 (as amended).
- B. Ontario Ministry of Labour – O. Reg. 278/05 – Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations, under the Occupational Health & Safety Act.
- C. Ontario Ministry of Labour – R.R.O. 1990, Reg. 837 – Designated Substances – Asbestos, as amended by O. Reg. 279/05.
- D. Ontario Ministry of Environment – R.R.O. 1990, Reg. 347 – General – Waste Management, under the Environmental Protection Act, as amended to O.Reg. 395/07.
- E. Ontario Ministry of Transportation – R.R.O. 1990, Reg. 261 – General, under the Dangerous Goods Transportation Act, as amended to O. Reg. 252/02.
- F. CSA Standard Z94.4-02: Selection, Use and Care of Respirators.

1.3 Construction Safety Measures:

- A. Observe and enforce construction safety measures required by the latest edition of the following documents: the National Building Code, the Ontario Building Code, Occupational Health and Safety Act and Regulations for Construction Projects, other applicable safety regulations, and municipal statutes and authorities.
- B. Comply with all Federal, Provincial and Municipal Health and Safety Acts, Regulations and By-Laws and with all applicable industry safety standards.
- C. Comply with Ontario Regulation 145/00 which amends Ontario Regulation 213/91 (Construction Projects) made under the Occupational Health and Safety Act (OHSA).
- D. In the event of conflict between any provisions as above, the most stringent provision governs.
- E. Assume the role of the 'Constructor', as defined by the Occupational Health and Safety Act and Regulations unless otherwise specified in the Contract Documents.

PART 2 - PRODUCT

There are no Products in this Section.

PART 3 - EXECUTION**3.1 Overloading:**

- A. Ensure that no part of the Work is subjected to a load that will endanger its safety or will cause permanent deformation.
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3.2 Special Protection and Precautions:

- A. Comply with the requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and the provision of Safety Data Sheets (SDS) acceptable to Labour Canada.
 - B. Inform the Region's Representative / Facility Manager of the location of hazardous materials and ensure that these materials are not kept stored or used on site without the Region's prior consent or approval.
 - C. Comply with the Region's Health and Safety policies, programs, rules and requests.
 - D. Provide to the Regional Representative / Architect / Consultant for review, a copy of Contractor's current Health and Safety Policies and Program. Implement the Health and Safety program prior to the commencement of construction.
 - E. If workers fail to comply with any program, policy, rule, or request regarding health and safety, the Region reserves the right to remove that person from the Work.
 - F. Ensure that Subcontractors and suppliers are aware of and comply with all Region's Health and Safety policies, programs, rules and requests. Obtain copies of all Subcontractors' Health and Safety Policies and Programs prior to such Subcontractor commencing work on the site if and when requested.
 - G. Maintain on site at a location accessible to all workers, the Regional Representative / Architect / Consultant and the Region, current MSDSs.
 - H. Provide the Region's Representative with a list of Designated Substances that will be brought to the site prior to commencing work. Safety Data Sheets (SDS) and the hazardous material inventory for each substance listed must be kept on site.
 - I. List of Designated Substances at the Site:
 - 1. Be advised that the designated substances are or may be present on the site and within the limits of this Contract:
 - 2. Refer to the Hazardous Building Materials / Designated Substance Survey Report included with the tender documents.
 - 3. Prior to commencement of this work, provide written notification to the local office of the Ministry of Environment of the location(s) proposed for disposal of Designated Substances. Provide a copy of the notification to the Regional Representative / Architect / Consultant a minimum of two weeks in advance of the commencement of the work.
 - 4. Should a Designated Substance not identified in the Report be encountered in the work, then management of such substance shall be treated as Extra Work.
 - J. Health and Safety Warnings:
 - 1. The Regions Representative shall have the right to issue warnings and/or to stop any Contractor's work if the Contractor fails to comply with any requirements under this Section.
 - 2. Similarly, the Consultant / Region representative / Architect and the Region shall have the right to issue warnings and/or stop work for any Contractor violations of the contract including the Region's health and safety policy, programs, rules and/or if the Contractor creates a health or safety hazard.
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3. The Region reserves the right to have a hazard corrected at the Contractor's expense.

3.3 Safety Equipment and Hazardous Areas and Materials:

- A. Safety equipment such as gas detection equipment for explosive or toxic gases or oxygen deficiency, safety harness, Self-Contained Breathing Apparatus (SCBA) and ropes are to be made available to the resident inspection staff. When it is required for the resident inspection staff to enter manholes, elevated areas or other potentially hazardous areas, provide competent personnel to assist with the entry into the said areas with the inspection staff and personnel with the necessary safety equipment to be present as required.
- B. Provide personal protective equipment for Contractor's own workers where prescribed.
- C. Work areas suspected of containing explosive or toxic gases or that are oxygen deficient must be routinely tested for presence of same before any work is done. Make safe work areas that are found to be hazardous before work proceeds, in accordance with safe practice and applicable statutes.
- D. Post warning signs at hazardous areas or where hazardous materials are stored and install protective barriers. Instruct personnel in proper safety procedures.
- E. Identify areas considered to be hazardous locations and comply with requirements of the Ministry of Labour.
- F. Use only non-sparking tools in potentially explosive areas.

3.4 Confined Space:

- A. Confined space entry procedures must be followed when performing work within this tank.
- B. Persons intended to work in confined spaces must have formal training in performing work in confined spaces.
 - 1. Provide proof of valid certificates of such training for all workers prior to entry of such workers into Confined spaces.
 - 2. Provide all necessary safety equipment for entry into confined spaces.
 - 3. Where workers are required to enter a confined space, as defined by the OHSA, O. Reg. 632/05, ensure that workers of the Contractor and all Subcontractors follow the requirements of the above legislation, including but not limited to:
 - a) having a method for recognizing each confined space to which the program applies.
 - b) having a method for assessing the hazards to which workers may be exposed.
 - c) having a method for the development of confined space entry plans (which include on-site rescue procedures)
 - d) having a method for training workers.
 - e) having an entry-permit system.
 - 4. Supply the necessary tools and equipment to perform the confined space entry. These items include, but are not limited to, required documentation, gas detectors, breathing equipment, fall protection and rescue equipment.

END OF SECTION 01 54 50

PART 1 - GENERAL

1.1 Reference:

- A. Section 01 00 00 applies to and governs the work under this Section.

1.2 Environmental Measures:

- A. Meet or exceed the requirements of environmental legislation and regulations, including amendments in force for the duration at the work provided that in case of conflict or discrepancy, the more stringent requirements apply.
- B. Construct this project in accordance with construction and restoration guidelines established by the Ministry of Environment and the Ministry of Natural Resources, or other applicable approval agencies, and Region's requirements through Work Permit Regulations.

1.3 Codes and Standards:

- A. Miscellaneous - OPSS Division 5 and 200

1.4 Submittals:

- A. Submit an Environmental Management Plan to the Regional Representative / Architect / Consultant, in accordance with Section 01 30 00, prior to commencement of construction.

PART 2 - PRODUCTS

There are no Products in this Section

PART 3 - EXECUTION

3.1 Enforcement:

- A. Protection of the environment is considered to be of prime importance during the work.
- B. Progress payments will not be made to the Contractor while any requirements for environmental protection are outstanding.
- C. Take immediate action to correct environmental deficiencies at the direction of the Regional Representative / Architect / Consultant.
- D. In the event that deficiencies in work are not corrected in a timely manner, Regional Representative / Architect / Consultant may take the necessary corrective action and may deduct the cost thereof from payments under the Contract.

3.2 Disposal of Water:

- A. Provide temporary ditches and /or sedimentation ponds of sufficient capacity to contain site run-off and truck wash water. Provide ditches and ponds with silt traps built up with silt fence, straw bales and rock check dams as required to retard and filter run-off before it is discharged to a watercourse.

- B. Discharge pumped water through a geotextile filter bag or through a system of a geotextile filter cloth layer on either side of a minimum 300 mm clear-stone layer.
- C. Do not pump or drain water containing deleterious materials into waterways and sewers. Intercept concentrated run-off from un-stabilized areas and divert to a temporary ditch or other stabilized areas under sheet flow conditions.

3.3 Pollution Control:

- A. Be responsible for all sediment and erosion controls as described in the “GGHA CAS Erosion and Sediment Control Guidelines for Urban Construction”.
- B. Maintain temporary erosion and pollution control features installed under this Contract.
- C. Control emissions from equipment to local authorities’ emission requirements.
- D. Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.
- E. Maintain all construction equipment properly, to minimize exhaust emissions.
- F. Clean all construction equipment prior to entering public roadways to avoid spilling of construction debris. Collect construction debris in a designated area, for ultimate disposal off site.

3.4 Dust and Mud Control:

- A. Take such steps as required to prevent dust and mud nuisance resulting from construction operations within the building and site. Carry out dust control practices at all locations: inside the building, on site and on adjacent roads.
- B. Permitted dust control measures include the application of calcium chloride or water. In general, minimize the use of calcium chloride, particularly in close proximity to watercourses, and use more frequent water applications. Do not initiate chemical means of dust control without prior approval of the Engineer.
- C. Transport excessively dusty materials in covered haulage vehicles.
- D. Where the work requires saw-cutting of the asphalt or the saw-cutting or grinding of concrete, use blades and grinders of the wet type together with sufficient water to prevent the incidence of dust.
- E. Ensure that all debris and mud tracked upon traveled roadways resulting from construction operations or the delivery of materials to the site are removed at the end of each day’s operation.
- F. Mud Control:
 1. Be responsible for all dirt and mud that is tracked onto the roadways from vehicles entering or leaving the job site, and immediately proceed with clean-up operations as part of contract. If, after written instruction, or if, in the opinion of the Regional Representative / Architect / Consultant, the Contractor has not, or cannot, sufficiently remove mud from the road, the Regional Representative / Architect / Consultant may arrange the necessary clean-up with all costs being charged to the Contractor.
 2. Comply with local municipal by-laws regarding mud control.
 3. Keep public roadways clean and free of mud unless closed to through traffic with the permission of the Engineer.

- G. Repair promptly damage to existing roads, walks, and other existing facilities due to construction activities.

3.5 Noise Control:

- A. Ensure that vehicles and equipment are provided with efficient muffling devices to minimize noise levels in the project area. Provide noise barriers as required to limit the noise level at site boundaries in accordance with local by-laws.
- B. Establish and maintain site procedures consistent with the objective that noise levels from the construction area be minimized, and in accordance with local by-laws.

3.6 Construction Wastes:

- A. Provide sufficient suitable refuse containers throughout the site to receive and control construction wastes. Keep containers closed to prevent contents from blowing around site.
- B. Segregate and store waste materials so as to maximize recycling opportunities.

3.7 Equipment Maintenance and Refueling:

- A. Undertake a detailed review of the construction site to plan access routes and fueling areas. Do not refuel or maintain equipment in, adjacent to or within 30 m of, watercourses. Establish suitable fueling and maintenance areas subject to the approval of the Engineer and restrict maintenance and fueling to these areas. Submit procedures for the interception and rapid clean up, and disposal and reporting of spillage that does occur to the Engineer for review prior to starting work.
- B. Keep materials required for clean-up of fuel spillages readily accessible on site.
- C. Store fuel in accordance with MOE and other applicable guidelines/regulations.
- D. Clean construction equipment prior to entering roadways.
- E. Do not clean equipment in locations where debris may gain access to sewers or watercourses.

3.8 Not Used.

3.9 Fires:

- A. Do not light fires or burn rubbish on site.

3.10 Tree Protection:

- A. Protect trees and shrubs on the site, which are not specifically designated to be removed. Isolate trees from the construction area with protective snow fence erected along the tree drip line. The protections shall be in accordance with City of Mississauga Tree Protection Standards.
- B. Do not pile excavated material around the base of existing trees.
- C. Repair any limbs removed or any scars caused by machinery and paint with approved dressings.
-

3.11 Cleaning and Disposal of Wastes:

- A. Dispose of all wastes and rubbish off site in accordance with applicable legislation. Do not bury wastes on site.
- B. Do not dispose of wastes, fuels, lubricants, pesticides or volatile materials into water courses or sewers.
- C. Clean during the course of the work, before the start-up of a part of the works, and at completion, as required.
- D. Conduct cleaning and disposal operations to comply with local ordinances and anti- pollution laws.
- E. Store volatile wastes in covered metal containers, and remove from premises daily.
- F. Prevent accumulation of wastes which may create hazardous conditions.
- G. Maintain the project site and adjoining public properties free from accumulation of waste materials and rubbish.
- H. Provide on-site dump containers for collection of waste materials and rubbish.
- I. Provide adequate ventilation at all times when volatile or noxious substances are used.
- J. Do not burn debris on the project site or adjacent areas.

3.12 Transport of Dangerous Goods:

- A. Comply with Federal Regulation "Transport of Dangerous Goods Act, 1992" administered in the Province by the Ministry of Transportation Ontario.

3.13 Environmental Management Plan:

- A. Ensure that the Environmental Management Plan contains procedures to mitigate environmental impacts due to construction that includes the following components as a minimum in addition to items identified elsewhere in the Contract Documents:
 - 1. All machinery and equipment operated by the Contractor and related hauling trucks shall have muffling systems that are up-to-date and fully operable. Trucks shall shut off engines while loading and unloading.
 - 2. All mitigation measures outlined in the Environmental Management Plan included in the Contract Documents.
- B. The Environmental Management Plan may be required to be submitted to the Conservation Authority and/or the Ministry of National Resources, prior to the commencement of the work. Coordinate with the review agencies such that the schedule of the work is not delayed. No additional payment will be authorized for issues arising from the review of the Environmental Management Plan.

END OF SECTION 01 56 10

PART 1 - GENERAL**1.1 Reference:**

- A. Section 01 00 00 applies to and governs the work under this Section.

PART 2 - PRODUCTS

- A. There are no Products in this Section.

PART 3 - EXECUTION**3.1 Cleaning:**

- A. Clean all areas prior to contract closeout, as required, to the satisfaction of the Project Manager/Architect/Engineer.
- B. Refer to Section 01 56 10 for requirements for storage and disposal of wastes.
- C. Use only cleaning materials recommended by the manufacturer on surfaces to be cleaned, and as recommended by cleaning material manufacturer.
- D. Remove waste materials and rubbish from the project site.
- E. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from interior and exterior finished surfaces open to view including glass and other polished surfaces, and mechanical and electrical fixtures.
- F. Remove snow and ice from access to buildings.

3.2 Removal of Temporary Facilities:

- A. Remove temporary facilities from site on completion of the works, in accordance with Section 01 50 00.

3.3 Project Record Documents:

- A. Refer to Section 01 00 00 for requirements for maintenance of as-constructed documents on site.
- B. At the completion of the project and in advance of final inspection, neatly transfer as-constructed notations to the second set of white prints and submit both sets to the Project Manager/Architect/Engineer.

3.4 Operating and Maintenance Data:

- A. Within one (1) week of Substantial Completion, submit to the Engineer for review one (1) draft copy of a set of manuals containing complete instructions for the maintenance of materials supplied. Following the Engineer's review submit to the Engineer two (2) copies of the final version of the manuals and one (1) digital copy in .PDF and Microsoft Word formats of the manuals.
 - B. Digital copy of the operating and maintenance manual is to include a Microsoft Word Table of Contents
-

with hyperlinks to each individual PDF file.

- C. Submittals for operation and maintenance manuals, information and data are to be accompanied by a properly completed Form 01700-A, Operation and Maintenance Transmittal Form included at the end of this Section.
- D. Have the manuals bound in expanding barlock binders similar to Grand & Toy Catalogue No. ACCO 05436-0 with dividers and drawing pockets. Emboss the front and the spine of each binder with the following information:
 - 1. Region's name.
 - 2. Contract number.
 - 3. Year of completion.
 - 4. Volume number (e.g. 1 of 3).
 - 5. Set number (e.g. 1 of 6).
 - 6. Contractor's name.
- E. Refer to Section 01 30 00 for additional submittal requirements.
- F. The manuals will include the following information:
 - 1. The manual shall be divided in accordance with the Division and Section format of the Specifications and shall include tabs for each section.
 - 2. The manual shall include the table of contents, contractor's, subcontractor's names and contact details.
 - 3. Instructions for the care and maintenance of the building components, including, but not limited to, the care of coatings, roofing systems, joint seals, as well as manufacturers' data with suppliers' names and addresses for, finishing hardware, doors, etc.
 - 4. Contact persons, companies, names, mail and e-mail addresses and telephone and facsimile numbers of sub-contractors and suppliers.
 - 5. Guarantee commencement date, and duration of guarantee. Copies of various product and/or equipment guarantees.
 - 6. A final, reviewed copy of shop drawings and product data sheets.
 - 7. A complete list of instructions and names of products to be used for the cleaning of and the maintaining of finished building surfaces.
 - 8. Copies of signed inspection/installation reports.
 - 9. Guarantees and Warranties.
 - 10. Provide one (1) PDF file per item.

3.5 Touch-up and Repair:

- A. Perform touch up of paint on buildings, equipment, piping, conduits, etc.
- B. Repair construction damage to the buildings, equipment and furnishings.
- C. Repair damage to exterior areas.

3.6 Warranty and Maintenance:

- A. The Warranty and Guarantee periods commence at Substantial Performance of the entire project, unless otherwise agreed to by the Region in writing.
 - B. Unless otherwise specified, provide a one (1) year warranty for all components of the work.
 - C. Promptly correct any defects during the Warranty Period.
-

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- D. Be responsible for all maintenance during the progress of the work up to the date of completion and rectification of deficiencies during the Warranty Period.
- E. Be responsible for extended warranties and/or guarantees as detailed in the various sections of the Specifications.
- F. Submit the required guarantee/warranty certificates and/or written documentation as specified.
- G. Repairs during Warranty Period:
1. Perform all repairs required upon receipt of verbal or written notices from Project Manager/Architect/Engineer.
 2. Repair or make good settlements and defects on surfaces of backfilled trench or excavations.
 3. Repair all damages to structures caused by settlement of ground adjacent to or over excavation.
 4. All deficient work shall be rectified within one (1) week of receipt of the written deficiency report from the Engineer. If the Contractor fails to repair all noted deficiencies to the Engineer's satisfaction within this time, the Region shall have the right to have any and all outstanding repairs completed at the Contractor's expense.

See Form 017000-A Operation and Maintenance Transmittal Form on the next page which forms part of Section 01 70 00.

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017000 – A OPERATION AND MAINTENANCE TRANSMITTAL FORM:

Date: _____ Submittal No: _____
 To: _____ Contract No: _____
 _____ Spec. Section: _____
 _____ Submittal Description: _____
 Attention: _____ From: _____

Checklist	Contractor			
	Satisfactory	N/A		
1. Table of contents				
2. Equipment record forms				
3. Manufacturer information				
4. Vendor information				
5. Safety precautions				
6. Operator prestart				
7. Start-up, shutdown, and post-shutdown procedures				
8. Normal operations				
9. Emergency operations				
10. Operator service requirements				
11. Environmental conditions				
12. Lubrication data				
13. Preventive maintenance plan and schedule				
14. Troubleshooting guides and diagnostic techniques				
15. Wiring diagrams and control diagrams				
16. Maintenance and repair procedures				
17. Removal and replacement instructions				
18. Spare parts and supply list				
19. Corrective maintenance man-hours				
20. Parts identification				
21. Warranty information				
22. Personnel training requirements				
23. Testing equipment and special tool information				

Remarks: _____ Contractor's Signature _____

¹ See Section 01 30 00, Transmittal Procedure for Submittals

END OF SECTION 01 70 00

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JOINT SEALANTS

SECTION 07 92 00
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Part 1 General

1.1 SECTION INCLUDES

- .1 Exterior weatherproofing sealants
- .2 Backers for sealants
- .3 Materials related to sealants and backers
- .4 Application of sealants and backers

1.2 RELATED SECTIONS

The following works are related to this Section. Coordination is required for best results

- .1 Cast-in-Place Concrete
- .2 Exposed Aggregate Concrete
- .3 Concrete Masonry Unit
- .4 Steel and Wooden doors and frames
- .5 Gypsum Drywall
- .6 Fire-stopping

1.3 REFERENCES

- .1 ASTM C792 – Standard Test Methods for effects of Heat Aging and Weight Loss, Cracking and Chalking of Elastomeric Sealants
- .2 ASTM C834-10 - Standard Specification for Latex Sealants.
- .3 ASTM C919-12 - Standard Practice for Use of Sealants in Acoustical Applications.
- .4 ASTM C920-14 - Standard Specification for Elastomeric Joint Sealants.
- .5 ASTM C1184-13 - Standard Specification for Structural Silicone Sealants.
- .6 ASTM C1193-13 - Standard Guide for Use of Joint Sealants.
- .7 ASTM C1330-02(2013) - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
- .8 D217 – Standard Test Methods for Cone Penetration of Lubricating Grease
- .9 D1056 – Standard Specification for Flexible Cellular Materials – Sponge or Expanded Rubber
- .10 South Coast Air Quality Management District (SCAQMD) Rule 1168 – Adhesive and Sealant Applications

1.4 ADMINISTRATIVE REQUIREMENTS

- .1 Section 01 04 00 Coordinations
- .2 Coordination:
 - .1 Coordinate with other work having a direct bearing on work of this section.
 - .2 Coordinate the work with all sections referencing this section.

1.5 DEFINITIONS

- .1 Sealant Products: Any material with adhesive properties that is used to fill, seal, and/or waterproof gaps or joints between two surfaces. Sealant products include sealants, primers, and

caulk

- .2 Type: Defines whether products are pre-mixed or require mixing at site.
- .3 Type S: Products furnished in pre-packaged cartridges or other forms in which no job-site mixing is required.
- .4 Grade: Defines the flow characteristics of the sealant.
- .5 Grade P: Products having sufficient flow to fill joints in horizontal surfaces and remain level and smooth at temperatures as low as 4.4°C (40 °F)
- .6 Grade NS: Non-sag or gunnable sealants that permit application in joints on vertical surfaces without sagging or slumping when applied at temperatures between 4.4°C and 50°C.
- .7 Class: Identifies sealants according to their tested capabilities.
- .8 Use T: Classifies sealants designed for joints in surfaces subject to pedestrian and vehicular traffic.
- .9 Use NT: Classifies sealants designed for no traffic exposure.
- .10 Use M, G, A: Refers to sealants that remain adhered, within given parameters, to various standard specimens.
- .11 Use O: Refers to substrate materials other than M, G, and A.

1.6 SUBMITTALS FOR REVIEW

- .1 Section 01 30 00 Submittals
- .2 Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations and colour availability. Submit manufacturer's catalogue data and application instructions for each material proposed for use.

Asbestos-Free and Lead-free Paint Certification: Submit manufacturer's written certification that all materials are free of asbestos and lead paint.

1.7 SUBMITTALS FOR INFORMATION

- .1 Section 01 30 00 Submittals.
- .2 Installation Data: Manufacturer's special installation requirements.
 - .1 Indicate special procedures, surface preparation, perimeter conditions requiring special attention.

1.8 CLOSEOUT SUBMITTALS

- .1 Section 01 70 00 Contract closeout, and other relevant sections.

1.9 QUALITY ASSURANCE

- .1 Products of This Section: Manufactured to ISO 9000 certification requirements.
- .2 Perform sealant application work to ASTM C1193.
- .3 Perform sealant application work to Rule 1168 SCAQMD
- .4 Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with a minimum of five (5) years documented experience.
- .5 Applicator Qualifications: Company specializing in performing the work of this section with

minimum three (3) years documented experience and approved by the manufacturer.

1.10 **SITE CONDITIONS**

.1 Ambient Conditions:

- .1 Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.11 **WARRANTY**

- .1 Warranty: Provide a five (5) year warranty for failure to meet specified requirements including coverage for installed sealants and accessories which fail to achieve watertight seal airtight seal, exhibit loss of adhesion or cohesion, or do not cure.
- .2 Manufacturer's Warranty: Provide manufacturer's twenty (20) year material warranty for installed silicone sealant.

Part 2 Products

2.1 **MANUFACTURERS**

.1 Manufacturer:

- .1 Silicone Sealant Products made by Dow Corning Corporation
- .2 Any other sealants (acoustical, latex, polyurethane, etc.) made by Dow Corning Corporation, Tremco, GE

.2 Product:

- .1 Dowsil 756 SMS Silicone Elastomeric sealant. The technical specifications are provided below under Type A.
- .2 Dowsil 786 Silicone sealant. The technical specifications are provided below under Type B.

2.2 **MATERIALS AND TECHNICAL SPECIFICATIONS**

.1 **SEALANTS**

- A. Silicone Elastomeric Sealant (Type A): ASTM C920, Type S, Grade NS, Use NT, SWRI Validated; single component, neutral curing, non-sagging, non-staining, non-bleeding, low modulus; primer-less application, colour to match existing.
- .1 All-temperature gunnability: -29 to 50 degrees C.
- .2 Shore A Hardness: 35
- .3 Movement: 50%
- .4 Tack-free Time, 50% RH: 120 min.
- .5 Curing time, 50 % RH at 25°C: 7 – 14 days.
- .6 Working time: 30 min.
- .7 VOC content: max 66 g/L
- .8 Ultimate Tensile Strength: 200 psi
- .9 Ultimate Elongation: 1200
- .10 Tensile Adhesion: 80 psi
- B. Silicone Sealant (Type B): ASTM C920, Grade NS, Class 25, Use NT; single component, acetoxo curing, non-sagging, non-staining, mildew resistant; colour as

selected, or to match existing.

- .1 Shore A Hardness: 25
- .2 Tack-free time at 25°C, 50 %RH: 20 min.
- .3 Curing time at 25°C, 50 %RH: 7 days.
- .4 Tooling time: 10 min.
- .5 VOC content: max 22 g/L
- .6 Ultimate tensile strength: 325 psi
- .7 Tear Strength: 25 psi
- .8 Peel strength: 20 psi

.3 **JOINT SEALANT BACKING – BACKER ROD**

The Joint sealing backing for Exterior weatherproof sealant, in combination with Sealant Type A: ASTM C1330 (Standard Specification for cylindrical sealant backing), round, extruded closed cell, non-gassing polyethylene rod

- .1 Material compatible and recommended by sealant manufacturer for the product specified.
- .2 oversized 25% to 50% larger than joint width.
- .3 Material shall expand and contract with bead movement without pushing sealant out during compression cycle.

2.3 ACCESSORIES

- .1 Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- .2 Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.
- .3 Masking tape: Non-staining, non-absorbent type compatible with sealant and adjacent surfaces.
- .4 Setting Blocks and Spacers: Compatible with silicone sealant and recommended by sealant manufacturer.

Part 3 Execution

3.1 REMOVAL AND EXAMINATION

- .1 Verify existing conditions before starting work.
- .2 Remove the existing sealant and backer rods around all the exterior windows and doors. Schedule removal, examination, preparation, installation and cleaning for efficient work, and not to compromise on the weatherproofing.
- .3 After removal, verify that substrate surfaces and joint openings are clean, dry, and ready to receive work.

3.2 PREPARATION

- .1 Remove loose materials and foreign matter which might impair adhesion of sealant.

- .2 Clean joints to sealant manufacturer's written instructions. Prime to manufacturer's instructions.
- .3 Perform preparation to sealant manufacturer's written instructions.
- .4 Protect elements surrounding the work of this section from damage or disfiguration.

3.3 INSTALLATION

- .1 Install sealant to sealant manufacturer's written instructions applicable to the products and application indicated, and with ASTM C1193 and ASTM C919.
- .2 Measure joint dimensions and size materials to achieve the required 2:1 width/depth ratios.
- .3 Only use spacers, setting block, etc. that are pre-tested and/or approved by the sealant manufacturer for sealant compatibility and function.
- .4 Install joint backing to achieve a neck dimension no greater than 1/3 of the joint width.
- .5 Install backer rod in joint to allow appropriate depth of sealant to prevent 3-sided adhesion.
- .6 Install bond breaker where joint backing is not used.
- .7 Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- .8 Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- .9 Employ only proven installation techniques, which will ensure that sealants are deposited in uniform, continuous ribbons without gaps or air pockets, with complete 'wetting' of joint bond surfaces equally on opposite sides. Fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and vertical surfaces, fill joint to form a slight cove, so that joint will not trap moisture and dirt.
- .10 For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2 inch (12.7 mm) deep nor less than 1/4 inch (6.35 mm) deep.

3.4 APPLICATION AT HEIGHTS

- .1 Access Structures: The Access Structures for the application; demolition, cleaning, installation, and protection of weatherproofing sealants for exterior windows, doors, etc. adopted by the Contractor are to be safe and comply with Ontario Occupational Health and Safety Act (OHSA) Regulations.
 - .1 Ladders are not work platforms. Contractor to use these as means of access only. When working above 2.4m, Fall protection requirements include Training, as mandated by Ontario OHSA regulations. Contractor to provide tie-offs for stability. Ladders are to be avoided where risk factor increasing the chances of falling from ladder; factors like Reaching out far to the sides, handling bulky or heavy materials overhead, application of a constant force, using lot of force, experiencing muscle fatigue, etc.
 - .2 Scaffold Work Platforms: Contractor may use these as work platform, ensuring that the platform is fully planked, have guard rails and a safe means of access and egress (ladder or stairway)
 - .3 Elevated Work Platforms (EWP): Contractor may use EWP, like boom (telescopic or articulating) lifts with guardrails. Operators must be trained personnels for the specific lifts, and any worker on the lift is to be tied-off when the lift or EWP is moved.
 - .4 Suspended Access Equipment (SAE): Contractor may use SAE, if permanent anchors, in form of designed fixed support capable to support the load, and integral part of the Structure

and permanently installed for fall protection. Roof anchors are permanent anchors, but roof vents, hatches, pipes, ducts, railings, etc. are not.

- .2 Working at heights Responsibility: The Health and Safety Responsibilities of Workplace parties are specified in the OHSA and Regulations for Construction Projects (The Green Book) and are to be complied with by the Contractor.

.1 Contractor to

- a. Provide works and supervisors with fall protection training.
- b. Create fall protection policies and procedures for the workplace.
- c. Develop written fall arrest rescue procedures.
- d. Ensure supervisors know how to address fall hazards on the job.

.2 Supervisors to

- a. Ensure workers wear and use the appropriate fall protection equipment.
- b. Ensure workers follow fall protection regulations and procedures.
- c. Inform workers about fall hazards and how to work safely at heights.

.3 Worker to

- a. Participate in fall protection training.
- b. Follow fall protection regulations and procedures.
- c. Inform supervisor about fall hazards they find.

- .3 Fall Protection Methods: Contractor will ensure that the workers who may be exposed to a fall hazard is protected by the highest-ranked method of fall protection that is practicable (O.Reg. 213/91, s. 26.1 (2)). The higher the method ranked, the less there is for a worker to be injured. The methods rank is in order below:

- a. Hazard Elimination – Changing the work process so that the hazard no longer exists.
- b. Guardrails, Protective covers, and Warning Barriers - Prevents fall from unprotected edges or openings.
- c. Travel Restraint System – Allows a worker to reach the edge but not fall over it.
- d. Fall restricting System – Designed to limit a worker's fall distance to max 0.6m (2 ft).
- e. Fall Arrest System – Designed to stop a falling worker before they hit the ground or object below.
- f. Safety Net - Designed to catch a falling worker before they hit the ground or object below.

The Fall Protection Components must be CSA approved. Full body Harness; Vertical, Horizontal and Self-retracting Lifeline to meet CSA Z259.2.5-12; Lanyard with energy absorber; connecting devices; Anchorage or fixed support with minimum capability to support a load of 16kN (3,600 lb).

- .4 Emergency Rescue Plan: In the event of a worker whose fall is arrested, must be brought to safety as quickly as possible without further injury or putting rescuers at any risk.

- a. Contractor must develop written procedures to rescue a worker whose fall has been arrested (213/91 s.26.1 (4)).
- b. Contractor to ensure that the Workers have the full knowledge of the rescue equipment and procedures at the jobsite before the use of a particular fall arrest system.

- c. Contractor to ensure that any worker suspended by harness in upright position does not work for such period of time to cause suspension trauma; blood pooling in legs, depriving brain of oxygen and resulting in loss of consciousness, serious injury, or even death.
 - d. Contractor to ensure that a worker whose fall has been arrested is taken to hospital and examined.
- .5 Working at Heights Training – Contractor to ensure that all workers, supervisors, and personnel working at heights have the specific training. They must complete the Working at Height WAH training program that has been approved by Ontario’s Prevention Office under the Ministry of Labour.
- a. The training must cover the following: Travel Restraint System, Fall restricting system, Fall arrest system, Safety net, Work belt and Safety belt.
 - b. Workers must have a valid WAH training certificate. An addition to the classroom based WAH training, Contractor must train all workers on the fall hazards specific to this jobsite and on the types of fall protection equipment that will be used for this project.
 - c. Contractor to comply with OHS and IHS for all training programs.

3.5 CLEANING

- .1 Do not allow sealants to overflow from confines of joints, or to spill onto adjoining work. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.
- .2 Remove masking tape and excess sealant immediately after tooling and before the sealant begins to cure.
- .3 Recess exposed edges of gaskets and exposed joint fillers slightly behind adjoining surfaces, except as otherwise shown or specified so that compressed units will not protrude from joints.
- .4 Clean installed work and adjacent soiled surfaces.

3.6 CURING AND PROTECTION OF FINISHED WORK

- .1 Cure sealants and caulking compounds in compliance with manufacturer’s instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability. Cure and protect sealants in a manner that will minimize increases in modulus of elasticity and other accelerated aging effects. Replace or restore sealants that are damaged or deteriorated during the installation period.
- .2 Protect sealants in joints from damage until fully cured.

3.7 SCHEDULE

- .1 Type A - Dowsil 756 SMS Silicone Elastomeric sealant for all Exterior Windows, Doors, and Louvres & vents for Creek Way Village Exterior Weatherproof sealant.
- .2 Type B – Dowsil 786 Silicone sealant for application in Children’s Washrooms at Post-Inn Village.

END OF SECTION 07 92 00

PART 1 - GENERAL

1. The intent of this specification and the drawing is to provide a fully operational mechanical system. The mechanical contractor to supply and install a complete mechanical system including all labor, material and equipment necessary to complete the work as shown and/or specified herein.
 2. Existing equipment's, ducts are shown for reference only. Visit job site and examine all existing conditions which affect the work. Also visit job site prior to quoting and fabrication. Any additional costs incurred by failure to do so shall be the responsibility of the contractor.
 3. Pay and obtain all required permits, fees, licenses, certificate of inspections, etc. provide and submit drawings to the authorities if required.
 4. Conform to building code and standards, local by-laws and authorities having jurisdiction.
 5. Co-ordinate with other trades regarding location of equipment, control device locations, distribution system, etc. to avoid conflict.
 6. Provide shop drawings to all new equipment and systems.
 7. Supply wiring diagrams to electrical contractor for their connection.
 8. Clean all equipment and other installations. Follow initial maintenance instruction from manufacturer.
 9. Guarantee in writing for the material and workmanship including the manufacturer's guarantee for the period of one year from the date of acceptance.
 10. The contractor is to locate the exact dimensions and positions of openings and holes where cutting may be required in floors, roofs, ceilings and/or walls for passage of pipes, ducts, etc.
 11. Cutting and patching is necessary, it shall be done by the general contractor. Refer to structural drawings for roof reinforcing details.
 12. Testing, adjusting and balancing to be done by a NEBB / AABC certified contractor. Adjust all systems to the satisfaction of the engineer and the authorities having jurisdiction.
 13. All materials to have flame spread ratings as required by authorities having jurisdiction.
 14. Standards: equipment, material and installation shall conform to appropriate provision of ASME, ARL, ASTM, UL, NEMA, ANSI, SMACNA, ASHRAE, NFPA, OBC as applicable.
 15. Warranty: the mechanical contractor shall unconditionally warrant all work to be free of defects in material and workmanship for a period of one (1) year from the date of final acceptance. All defective material or work to be replaced or repaired free of charge during that time.
 16. The contractor is responsible for all cutting and patching as required for all trades including holes and openings for equipment entry and exit, conduits, piping, vents, louvres and duct systems. X-ray all concrete wall and floor slab as needed and obtain owners approval before any core drilling.
 17. All wiring, new equipment and new services installed in the ceiling space must be plenum rated as per OBC requirement.
-

18. All duct penetrations through the fire rated wall/floor/ceiling assembly shall be provided with fire dampers. all pipe penetration through the fire rated wall/floor/ceiling assembly shall be sealed with appropriate fire-retardant materials to maintain the fire rating integrity of the building and to meet all applicable codes and standards.
19. Close-out documents (prior to issuance of close-out letter)
The contractor shall keep a separate set of white prints on site and note all changes and deviations from the original design. Two sets of these plans along with updated ACAD 2010 drawings showing all as-built conditions shall be forwarded to the engineer at the completion of this contract before applying for final payment.
Submit to engineers the following documents for review and approval at the completion of project:
- A. air balancing report
 - B. sprinkler test certificate (where applicable)
20. Fire extinguishers: supply and install fire extinguishers of underwriters approved type in locations required by local authorities having jurisdiction. use 10lb dry chemical type, with hose and shut off nozzles, semi-recessed wall cabinets with plex window model ce-950, ULC labelled for a, b, and c fire, conforming to NFPA 10 c/wall bracket, national fire equipment/equiv.(typ).
21. Operation and maintenance manuals: operation and maintenance manuals shall be submitted by the contractor prior to final acceptance by the engineer as contract close-out documents. Operation and maintenance manuals shall contain shop drawings, product data, operating instructions, maintenance and repair data, manufacturer's warranties, as-built/record drawings, air-balancing report/sprinkler certificate, installer certificates etc.

PART 2 – GENERAL DEMOLITION NOTES (AS APPLICABLE)

1. This drawing is intended to assist the contractor with costing the demolition as necessary for the contract. It is not to be taken as an all-inclusive inventory of the work. The contractor must establish the full extent of this work from on site examination and review of existing as-built drawings as available.
2. Demolition shall be coordinated with the owners authorized representative and taken prior approval to do so.
3. Limit access by construction personnel to only those areas of good all existing surfaces disturbed by new work. Limit removal of items to the smallest area possible and make good all existing surfaces disturbed by new work.
4. Take all precautions necessary to protect the existing structure, etc. not part of demolition work. Provide and place bracing or shoring as required. Be responsible for safety and support all parts of the building structure, utilities or parts of such building or structure and be liable for any movement, settlement, damage or injury.
5. All waste materials shall be removed from site, unless otherwise specified by the owner. Coordinate with owner. Control dust with dust-proof partition around working areas.

PART 3 – PLUMBING DEMOLITION NOTES (AS APPLICABLE)

1. The contractor shall be responsible for verifying on site all locations and sizes of all services & equipment prior to the commencement of work.
2. All openings that result from the removal of equipment or services shall be neatly patched with suitable new

materials to suit existing construction.

3. Plumbing vents are not indicated or identified. Remove all redundant vents were required while maintaining integrity of existing systems to remain.
4. Maintain integrity of existing systems that are to remain or be modified.
5. Patch and make good all surfaces where demolition, removal or alterations occur. Surfaces to be finished flush with adjacent planes. Texture and paint to match existing adjacent surfaces and/or appearances.
6. All demolition work to be carried out with respect to Canadian safety rules. All the removed equipment to be disposed unless noted otherwise.

PART 4 – MATERIALS

1. Materials and equipment to be new and free of defects and shall be C.S.A approved.
2. AIR DISTRIBUTION:
 - 2.1 All ductwork shall be fabricated to SMACNA duct manual standards, section no. 1 and as follows:
 - 2.2 material and thickness ductwork shall be fabricated from best quality lock-forming galvanized steel sheets as manufactured by Stelco or Dofasco following thickness:

SIZE OF DUCT	GAUGE OF SHEET
up to 600mm (24") in width or depth or up to 200mm (8") diameter	no. 24 us
625mm (25") to 1200mm (48") in width or depth or 225mm (9") to 550mm (22") diameter	no. 22 us
beyond 1200mm (48") in width or depth or 550mm (22") diameter	no. 20 us

- 2.3 Duct construction longitudinal seams shall be made with pittsburgh lock or button punch seams in all sizes. all ductwork shall be cross broken or beaded 300mm (12") o.c. for rigidity. Ducts shall have plain "s" slips on the long sides, & drive cleats on the short sides, folded over to prevent air leakage. Minimum end joint spacing is 3 meters (10 feet). All bends or elbows shall be made with radius of not less than 1-1/2 times the width of the duct. Where it is not possible, turning vanes shall be used. vanes shall be of single vane construction with 1-1/2 space upto 600mm (24") width and 80mm (3-1/4") spacing over 600mm (24").
- 2.4 Dampers inside ductwork to be suitably reinforced to prevent vibration.
- 2.5 Grilles & registers to be aluminum grid, similar to E.H.Price, complete with off- white border frame. Alternate acceptable nailor, titus.
- 2.6 Exhaust air grille to be aluminum, louvred pattern each complete with frame.
- 2.7 All flexible ductwork shall be as per smacna. Length of flexible duct shall not exceed 5'-0". Rigid round duct shall be used instead where duct length exceeds 5'-0".
- 2.8 Hangers: ductwork shall have substantial hangers attached to the structure with concrete inserts to secure the ducts in place and prevent vibration. No caddy clips or plumber's tape permitted for hanging ducts. Horizontal ductwork up to 750mm (30") wide or 600mm (24") dia. shall be supported by galvanized 25mm (1"), #16 gauge or heavier hanger placed not over 1.8 m apart, with ends turned under the duct. Secure to duct with sheet metal screws, two per side and one in bottom.
- 2.9 Balancing dampers: provide balancing damper in ductwork where shown and where required for proper adjustment or air quantities. Open and closed positions must be clearly marked.
- 2.9.1.1 Splitter dampers shall be airfoil shape double thickness of gauge heavier than duct with locking quadrant on exterior of duct.
- 2.9.1.2 Single blade round butterfly u.s. 20 GA thick with locking quadrant.
- 2.10 Accoustic treatment: internally sound line all s.a. & r.a. ducts connected to hvac unit with 25mm (1") fiberglass, rigid-coated acoustic duct insulation. Adhere the lining of the interior sides of ductwork with a minimum of 75% coverage of an approved cold waterproof adhesive. In addition, use mechanical fasteners, mechanical pins, adhered clips or adhered nylon pins. Do not drill or punch holes through the ductwork. insulation shall be applied with all joints and voids shall be filled with an approved waterproof, fire-retardant mastic, waterproof mastic shall be applied over all anchors where they pierce the covering, protect leading and trailing edge of liner with a 25mm (1") metal strip.
the ductwork must be enlarged in these areas to maintain the same cross- sectional area shown on the plans. Internally sound line s.a. and return air ducts from each unit opening (including exhaust

fans) up to minimum 20 ft.

- 2.11 Ducts on roof: all exposed ducts shall be minimum 22 Gauge and shall be insulated with minimum 25mm thick rigid insulation. Cover and seal insulation with approved weather seal material. Provide channel supports at 1200 mm (4') interval.
- 2.12 Duct sealant: seal all duct fittings with approved duct sealant. Ductsealant manufacturer shall be Duro dyne or approved equal.

PART 5 – AIR TESTING AND BALANCING

1. Balance and adjust each hvac system, equipment airflows as indicated in the drawing, each system volumes shall be within 5% of requirements shown. Adjust and set balance dampers, fans and drives to give the specified volumes at all outlets. The balancing of air systems is to be done by an approved balancing firm specializing in this work. Clean duct systems, filters, etc., before testing is done.
2. Provide two bound copies of the air balancing report. Air balancing shall be done by a nebb or aabc certified professional firm. Air quantities at each outlet shall be as indicated in the drawings. This report shall show the quantities velocities and area of each outlet, type and model. number of fans and motor installed, actual air delivered by the fan with total static pressure and voltage drawn by the motors adjust and retest to the satisfaction of the project coordinator provide additional copy of the air balance report to the mechanical consultant.
3. Upon completion of the air balance and submittal of the air balance maintenance manual report to the owner. This contractor shall provide, if called for, a spot check on the system with the consultant. If actual air quantities do not agree with the air balance report data, this contractor may be called upon to completely rebalance the system until satisfactory is achieved and accepted by the consultant.

PART 6 – HYDRONIC BALANCING

1. Balance the distribution of water in a hydronic heating or cooling system, to provide the correct power output in a heating or cooling devices that require a certain design flow. Hydronic balancing to be carried out by a certified professional.

PART 7 – PIPING FOR HEATING, CHILLED WATER, GLYCOL SYSTEMS

Steel pipe to ASTM a53 grade b seamless pipe as follows- to nps 6, schedule 40 fittings and valves

- .1 P cocks: iron body, bronze plug and washers, air tested, flanged or threaded ends.
- .2 Drain valves: ball valve bronze compression stop with nipple and cap; toyo 5046 ball valve with cap and chain, 3/4" to 2".
- .3 Hose bibbs: bronze or red brass, replaceable hexagonal disc, hose thread spout, chrome plated where exposed.

-
- .4 Size shock absorbers to standard pdi - wh20l
 - .1 Acceptable product: zurn, amtrol diatrol.
 - .5 Air vents: screwdriver vents in cabinet accessible on side of top. pipe mounted c/w brass petcock and 1/4" vent tube.
 - 1 Acceptable product: armstrong.
 - .6 Thermometer well: 20 mm npt x 65 mm socket x 150 mm nominal length at insulated piping at temperature measuring devices.
 - .7 Rad valves: .1 shut off valve at supply.
 - .1 Acceptable product: toyo 252, 253, dahl, kitz
 - .8 Lockshield flow control valve at return, key operated.
 - .1 Acceptable product: dahl 1301-m valve with venturion flow unit.

PART 8 – PLUMBING SPECIFICATIONS

All items of specification related to the services indicated on the drawings shall apply to the project. The bidding requirements and general requirements (applicable sections) of architectural specifications shall also govern the work of this division.

PLUMBING AND DRAINAGE:

1. Provide and complete plumbing, drainage, vent and water primer piping to all plumbing fixtures as indicated on the drawings for complete and proper operation of the fixtures.
2. All piping shall conform to part 7 of the Ontario Building Code (latest edition).
3. The following piping specification is general and covers various types of services and shall be applicable to the services indicated on the drawings. Materials shall be new and free from defects.

4. DOMESTIC HOT AND COLD WATER:

1. **ABOVE GROUND:**
Sizes up to and including 50mm - type 'l' hard copper tubing with soldered pressure fittings.
2. **UNDER GROUND:**
Size 75mm and less shall be type 'k' copper tubing, soft temper with wrought copper solder fittings. size 100mm and larger shall be cement lined ductile iron ansi class 52 with tyton joints to the standards and specifications of the regional municipality. all ductile watermains having direct contact with surrounding soil are to be insulated with polyethylene encasement to ansi a2.15. where accepted by local authorities provide alternate price for polyvinyl chloride (p.v.c.) pipe class 150 per a.w.w.a. c-900-75 with mechanical joints for underground watermains 100 mm and larger.

5. SANITARY DRAINS AND VENTS:

1. **ABOVE GROUND:**
-

Size up to and including 50mm - type dwv copper tubing with cast brass alloy drainage fittings.
size 75 mm and over - class 4000 cast iron mj pipes and fittings, (or hub & spigot) or (dwv copper tubing with cast brass alloy drainage fittings).

2. **UNDER GROUND:**

Size up to and including 40mm - type 'k' copper tubing with cast solder fittings.

size 50 mm and larger - class 4000 cast iron 'mj' pipes and fittings (or hub & spigot). stack & fixture footings shall be cast iron or copper as required.

where accepted by local authorities provide an alternate price for polyvinyl chloride (p.v.c.) pipe per c.s.a. b181.2 (sdr 35 and 28) complete with ring tight joints and gasketed fittings per c.s.a. b182.1.

6. **STORM DRAINS:**

1. **ABOVE GROUND:**

Size 75mm and over - class 4000 cast iron mj pipes and fittings, (or hub & spigot) or (dwv copper tubing with cast brass alloy drainage fittings).

2. **UNDER GROUND:**

Polyvinyl chloride (p.v.c.) pipe per c.s.a. b181.2 (sdr 35 and 28) complete with ring tight joints and gasketed fittings per c.s.a. b182.1.

PART 8 – INSULATION

1. INSULATE THE FOLLOWING:

- .1 All supply air ducts.
- .2 Sections of ducts and pipes as noted or shown on drawings.
- .3 All domestic/heating water piping (hot, cold and re- circulating).
- .4 Horizontal runs of sanitary drains.
- .5 Rain-water leaders, chilled water piping, condensate piping (all pipes).

2. REFERENCE STANDARDS:

- .1 Meet nfpa 90a-1985. maximum flame spread rating of 25 and maximum smoke developed rating of 50 in accordance with nfpa 255-1984 and can4-s102-m83 for all components of insulation system. materials tested in accordance with astm c411-82.
- .2 Submit detailed list of material for each service stating manufacture, 'k' value, density, finish, flame spread and smoke ratings, permeability, materials, finishes, cements and adhesives.

3. MATERIALS

- .1 Insulation, jackets and adhesives shall be incombustible and in compliance with ontario building code. products containing asbestos shall not be used.
- .2 All insulation products used shall be fully tested and approved as fire retardant by underwriters' laboratories of canada limited.
- .3 Materials shall be of canadian manufacture where available, of best quality of their respective kinds and of uniform pattern throughout.

MINIMUM FIXTURE CONNECTION SCHEDULE					
MARK	HW	CW	WASTE	VENT	REMARKS
<u>WC</u>	–	1/2"ø	3"ø	2"ø	WATER CLOSET (flush tank)
<u>LV</u>	1/2"ø	1/2"ø	1 1/2"ø	2"ø	LAVATORY
<u>KS</u>	1/2"ø	1/2"ø	1 1/2"ø	2"ø	KITCHEN SINK
FD, FFD	–	3/8"ø	3"ø	2"ø	FLOOR / FUNNEL FLOOR DRAIN (SEE NOTE)
DRAIN NOTE: FLOOR DRAIN (FD) SHALL BE TRAPPED, VENTED AND FLUSHED WITH FLOOR LEVEL. COORDINATE AND VERIFY THE TYPE AND LOCATION OF EACH PLUMBING FIXTURE WITH LATEST ARCHITECTURAL DRAWINGS. REFER TO PLUMBING DRAWING FOR FIXTURE SCHEDULE. FOR WATER CLOSET WITH FLUSH VALVE PROVIDE 1"ø DCW PIPING CONNECTION FOR URINAL WITH FLUSH VALVE PROVIDE 3/4"ø DCW PIPING CONNECTION					
NOTE BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CHECK AND VERIFY LOCATION OF ALL PIPES, DUCTS & EQUIPMENT AND COORDINATE WITH OTHER TRADES ON SITE TO PREVENT INTERFERENCE. THE CONTRACTOR IS RESPONSIBLE FOR ANY CHANGES TO THE DRAWINGS WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.					

- .4 All insulating materials shall be fire retardant. adhesives shall be waterproof and incombustible flame resistant. combustible wrappings or vapour barriers used in conjunction with thermal insulating materials shall be treated to reduce their combustibility so that flame spread

classification of entire assembly, as determined according to method of fire hazard classification for building materials a.s.t.m. #84-68, shall not exceed 25 and smoke developed number shall not exceed 50. submit report from an approved testing laboratory confirming foregoing ratings.

- .5 Wheat pastes shall not be used.
- .6 Canvas covering shall be close weave fibre fire retarding canvas of weights specified, 4 oz. where concealed and at least 6 oz. where exposed to view.
- .7 The consultant reserves right to demand test samples to composite insulation systems for fire hazard test rating.
- .8 Bands and clips to secure insulation around ducts shall be ½" aluminum bands.

DUCT INSULATION

- .1 Concealed supply air, outside air and exhaust air ducts: 1" (25 mm) thick glass fibre 12 kg/m³ density flexible duct insulation with reinforced foil faced flame resistant kraft vapour barrier.
- .2 Exterior supply and return air ducts on roof to be insulated with 3" (75mm) thick foil faced rigid fiberglass insulation (min. r15) with weatherproof all around tar cover.
- .3 Exposed rectangular supply air ductwork inside building: 1" (25 mm) thick glass fibre 72 kg/m³ density rigid insulating board with reinforced foil faced flame resistant kraft vapour barrier. insulation shall have 0.03 perm rating minimum.
- .4 Externally insulate all ducts 1.8 m (6'-0") minimum from roof and exterior walls (including existing ducts).
- .5 Insulate entire s.a. & r.a. ducts connected to new and existing hvac system with minimum 25 mm (1") thick insulation. recover exposed insulation with canvas, where indicated.

PIPING AND EQUIPMENT INSULATION

- .1 Unburied domestic cold water/chilled water piping: 1" (25 mm) for dcw/1.5"(40mm) for chw thick heavy density glass fibre preformed pipe insulation with maximum of 0.033 conductivity at 10oc mean with factory applied vinyl foil kraft laminated glass fibre reinforced fire resistive vapour barrier jacket with not more than 1.15 perm rating (asj) with sealed lapped joints.
- .2 Unburied domestic re-circulation and hot water piping: heavy density glass fiber preformed pipe insulation with maximum 0.043 conductivity at 93oc mean with factory applied fire resistive vapor barrier jacket of not more than 1.15 perm rating. use 1" (25 mm) thickness on piping up to 1" (25mm) size, and 1½" (40mm) thickness on piping 1½" (40mm) and above.
- .3 Unburied rain water leaders and storm drains both exposed and concealed: insulate with 1" (25 mm) thick fiberglass pipe covering with factory applied aluminum fire resistant vapor barrier and sealed lapped joints. insulate underside of roof hoppers.
- .4 Horizontal runs of sanitary drains: insulate as for storm drains above. Also insulate horizontal

wastes from urinals, toilets and drinking fountains concealed in ceiling spaces to vertical stack.

- .5 valves and fittings: 1" (25 mm) glass fibre blanket conforming to cgsb #51- bf11 compressed to same thickness as adjoining insulation and secured with jute twine. over this apply smooth coat of insulating cement and recover with 4 oz (135.6 g/m²) canvas. on cold water piping wrap blanket with foil faced friction tape overlapped to form vapour barrier before applying insulation cement. seal all vapour barriers.
- .6 End joints shall be covered with a 4" (100 mm) wide factory supplied strip of the same material as the insulation jacket and sealed with adhesive.
- .7 At all fittings and valves, insulation ends shall be mitred and fittings, etc., shall be tightly wrapped with glass fibre blanket built up to an equivalent thickness. aluminum foil 2 mil thickness shall be wrapped over the blanket insulation to provide a vapour barrier and the whole wrapped with glass fabric membranes saturated with brush coat of vapour proof mastic.
- .8 Provide zeston 2000 or equivalent pvc jacketing and molded fitting covers and taped or glued joints. pvc material thickness shall be a minimum of 0.5 mm (typical for all exposed piping insulation and insulated equipments)
- .9 Provide mcguire prowrap pvc seamless thermal-insulating covers for plumbing fixture strainers, p-traps, continuous wastes, and supplies. covers shall incorporate an anti-microbial additive to inhibit bacterial growth.

END OF SECTION 21 23 00

GENERAL NOTES FOR DEMOLITION

1. ALL ARCHITECTURAL DRAWINGS ARE TO BE READ IN CONJUNCTION WITH OTHER RELATED DISCIPLINE DRAWINGS AND SPECIFICATIONS.
2. GC TO DISCARD / DISPOSE OF ALL REMOVED / DEMOLISHED ITEMS OFF SITE, UNLESS THESE ITEMS ARE NOTED AS RE-USE, RELOCATED OR HANDED OVER TO OWNER.
3. ITEMS MARKED TO BE REUSED OR RELOCATED ARE TO BE REMOVED WITH CARE AND STORED AT SITE.
4. GC TO MAKE GOOD ALL SURFACES, PREPARE AND MAKE READY TO RECEIVE NEW FINISHES.
5. GC TO RECTIFY / RE-ROUTE ANY INCIDENTAL ELECTRICAL, MECHANICAL, PLUMBING, TELE-COMMUNICATION SERVICES AFFECTED AS A RESULT OF DEMOLITION WORK.
6. GC TO RECTIFY / MAKE GOOD ANY ADJACENT ITEM / SURFACE / SERVICE AFFECTED BY DEMOLITION WORK AT NO COST TO THE OWNER.

GENERAL NOTES FOR CONSTRUCTION

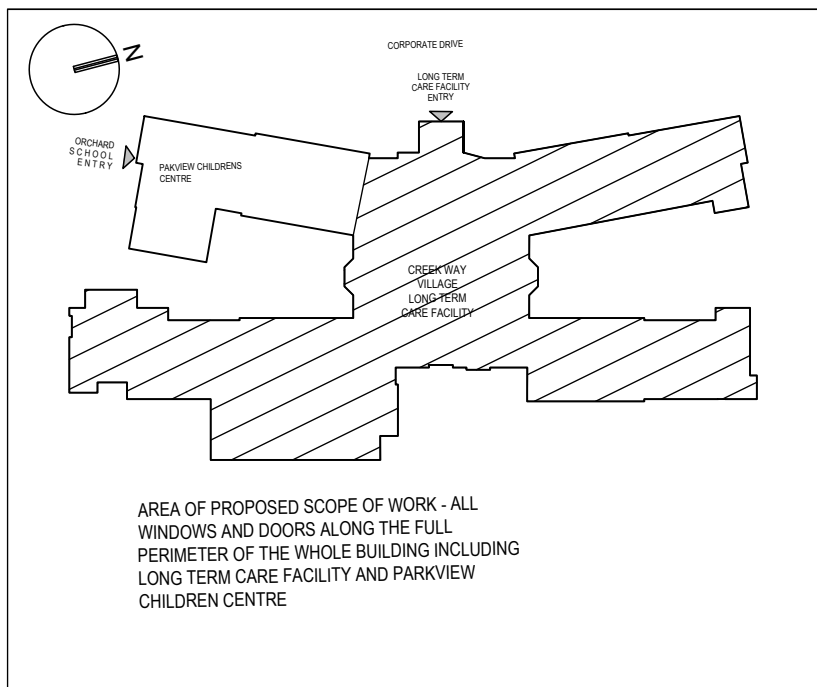
1. GC TO ENSURE THAT ANY PERMIT REQUIRED FOR THE PROPOSED WORK IN THIS CONTRACT DOCUMENTS, IS APPLIED FOR AND APPROVAL POSTED AT SITE AT ALL TIME.
2. GC TO DEMOLISH AND CONSTRUCT BASED ON ISSUED FOR CONSTRUCTION DRAWINGS. GC TO ENSURE THAT THE WORK IS IN ACCORDANCE WITH THE LATEST DRAWINGS AS REVISED OR UPDATED WITH PROPOSED CHANGES OR SUPPLEMENTAL INSTRUCTIONS. ALL SUPERCEDED DRAWINGS ARE TO BE REMOVED FROM SITE.
3. GC TO ENSURE THAT ALL MATERIALS AND FINISHES USED ON THE PROJECT ARE AS SPECIFIED AND SHOWN ON THE DRAWINGS. NO ALTERATION OR SUBSTITUTIONS WILL BE ENTERTAINED.
4. GC IS RESPONSIBLE FOR SURFACE PREPARATION PRIOR TO INSTALLATION OF NEW MATERIALS OR FINISHES.
5. GC TO SUBMIT SHOP DRAWINGS AND SAMPLES IMMEDIATELY ON AWARD OF CONTRACT, FOR APPROVAL PRIOR TO ORDERING. DELAYS RESULTING FROM FAILURE TO DO SO WILL BE GC'S RESPONSIBILITY AND EXPENSE. NO SUBSTITUTIONS WILL BE ENTERTAINED.
6. GC TO SUPPLY AND INSTALL ANY AFFECTED FINISHES TO MATCH EXISTING ADJACENT FINISHES.

GENERAL NOTES FOR PRICING

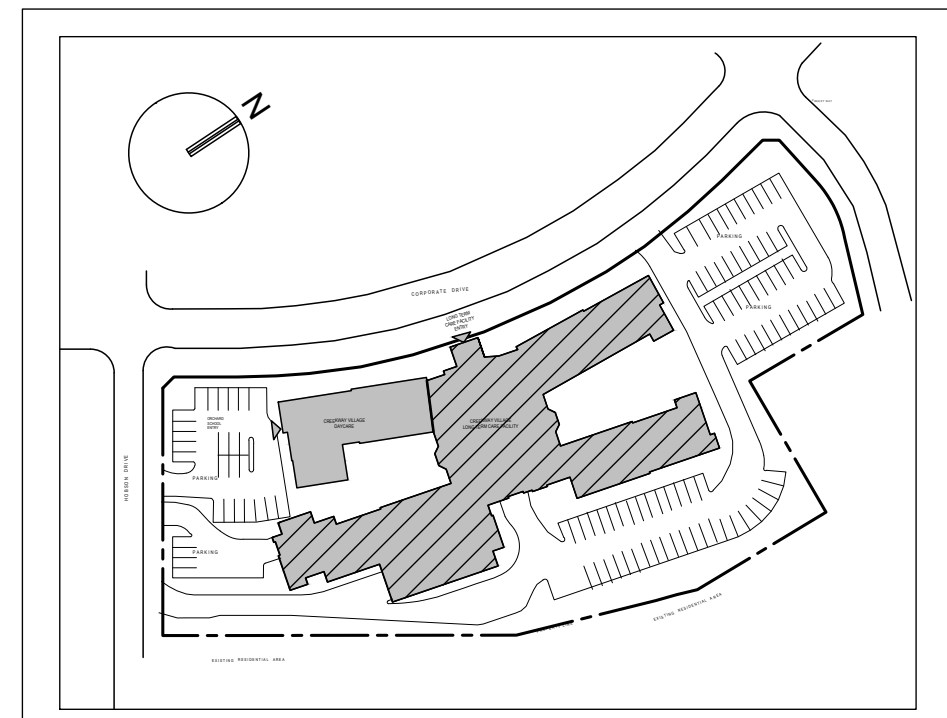
1. GC TO CAREFULLY EXAMINE ALL DRAWINGS, SPECIFICATIONS AND ANY ADDENDUM OR CLARIFICATIONS ISSUED DURING THE TENDER PROCESS. DRAWINGS FOR ALL DISCIPLINES TO BE READ IN CONJUNCTION. ANY DISCREPANCY SHALL BE REPORTED TO THE OWNER AND ARCHITECT
2. THE OWNER HAS THE RIGHT TO AWARD THE CONTRACT TO ANY OR NONE OF THE BIDDERS.
3. THE OWNER HAS THE RIGHT TO DELETE ANY PORTION OR ITEM IN THE SCOPE OF WORK. THE OWNER HAS THE RIGHT TO ADD TO THE SCOPE OF WORK.
4. GC TO COMPLETE THE BID FORM IN FULL. FAILURE TO COMPLETE IN FULL MAY VOID THE BID SUBMISSION.
5. ALL PRICING SHALL BE IN CANADIAN DOLLARS, EXCLUDING HST. HST TO BE INCLUDED ONLY WHERE MENTIONED SPECIFICALLY.
6. PRICING SHALL INCLUDE FOR ALL MATERIALS, LABOUR, EQUIPMENT AND OVERHEAD & PROFIT.
7. ANY PERMIT REQUIRED FOR THE PROPOSED WORK WILL BE PART OF THE GC SCOPE OF WORK, AND WILL BE APPLIED FOR AND APPROVAL OBTAINED BY GC, AND POSTED AT SITE. ANY INSPECTIONS AS REQUIRED BY AUTHORITIES HAVING JURISDICTION WILL BE COMPLETED BY GC.

WEATHERPROOF SEALANT FOR EXTERIOR OF WINDOWS, DOORS, LOUVRES, VENTS, ETC. :

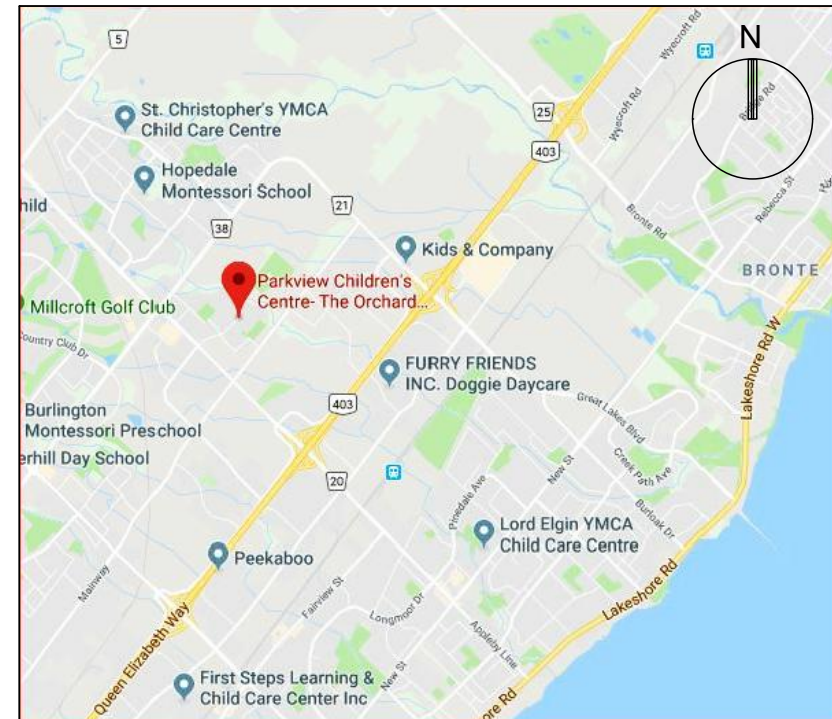
1. REFER TO DRAWINGS P-1/A-2, AND P-1/A-3 ALONG WITH THIS DRAWING AND SPECIFICATIONS FOR THE REMOVAL OF THE EXISTING CAULKING - WEATHER PROOF SEALANT AND BACKER ROD AND REPLACING WITH NEW BACKER ROD AND WEATHERPROOF SEALANT.
2. THE TOTAL ESTIMATED LENGTH OF THE PERIMETER OF WINDOWS (ALL FOUR SIDES) AND DOOR (3 SIDES) FOR WEATHERPROOF SEALANT AND BACKER (REMOVAL AND REPLACEMENT WITH NEW) IS 2,495 METRES. THIS LENGTH TAKES INTO ACCOUNT 25% ADDITIONAL ON THE EXISTING LENGTH.
3. CONTRACTOR TO PROVIDE UNIT PRICE (PER METRE LENGTH) FOR REMOVAL AND REPLACEMENT WITH NEW BACKER AND WEATHERPROOF SEALANT, WHICH WILL BE USED IF THE QUANTITY IS MORE THAN THE ESTIMATED QUANTITY. PROOF OF ADDITIONAL WORK / LENGTH WILL HAVE TO BE SUBMITTED FOR ANY CLAIM.



3 PLAN SHOWING SCOPE OF WORK
A-0 SCALE: NTS



2 SITE PLAN
A-0 SCALE: NTS



1 KEY PLAN
A-0 SCALE: NTS



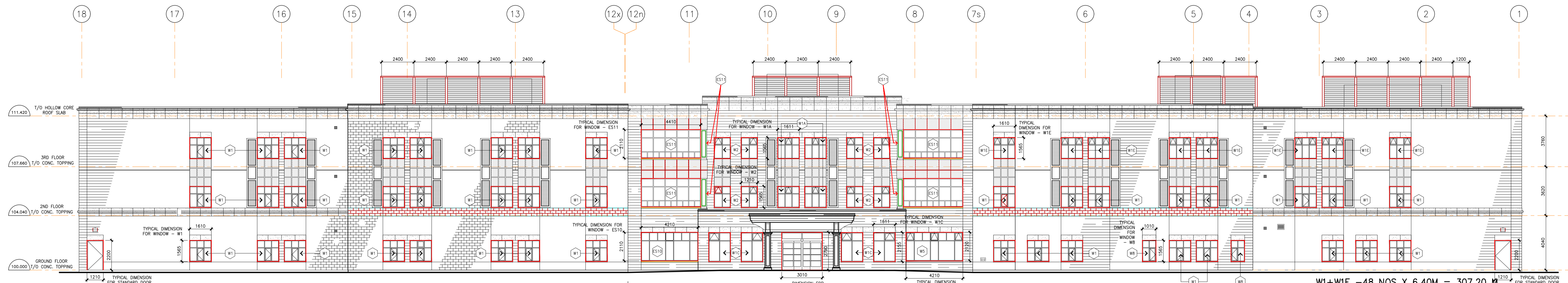
18 Spire Hillway Toronto Ontario M2H 3A2
Tel (647) 712 1565 archittheque@hotmail.com



CREEK WAY VILLAGE - LONG TERM CARE HOME AND CHILDREN CENTRE
EXTERIOR WINDOWS AND DOORS WEATHERROOF SEALANT REPLACEMENT
CREEKWAY VILLAGE, 5200 CORPORATE DRIVE, BURLINGTON, ON L7L 7G7
DRAWING TITLE:
SITE PLAN AND GENERAL NOTES
ISSUED FOR TENDER - PACKAGE 1

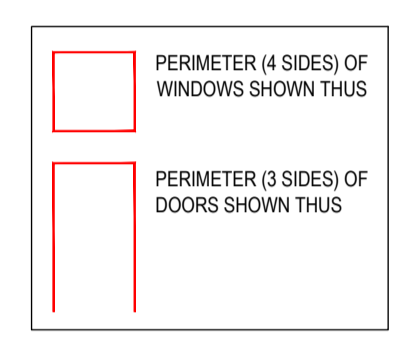
PROJECT NO.	2401	DATE:	MARCH 2024
DRAWN BY:	ADK	SCALE:	N/A
CHECKED BY:	HRK	ISSUE DATE:	AUG 26, 2024

DRAWING NO.
A-1



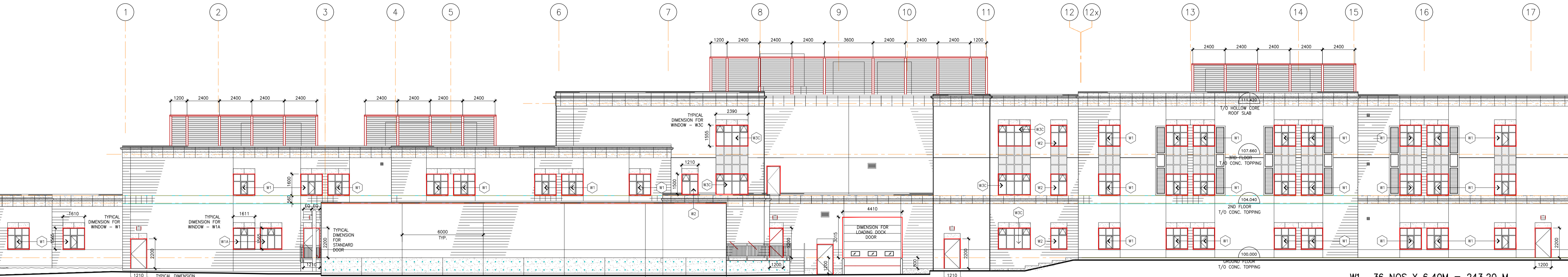
GENERAL NOTES FOR EXTERIOR WINDOWS, DOORS, LOUVRES, VENTS, ETC. PERIMETER SEALANT

- THE ELEVATIONS PROVIDED ARE FOR REFERENCE. CONTRACTOR TO SITE VERIFY THE NUMBER AND SIZE (PERIMETER) OF EXTERIOR WINDOWS, DOORS, LOUVRES, VENTS, ETC.
- CONTRACTOR TO INCLUDE FOR ANY WINDOWS OR DOORS, NOT SHOWN ON THE DRAWINGS, BUT EXISTING ON THE BUILDING EXTERIOR.
- DIMENSIONS OF DOORS AND WINDOWS ARE PROVIDED. CONTRACTOR TO SITE VERIFY ALL DIMENSIONS.
- REFER TO DRAWINGS P-11-1 AND P-11-3 ALONG WITH THIS DRAWING AND SPECIFICATIONS FOR THE REMOVAL OF THE EXISTING CAULKING - WEATHER PROOF SEALANT AND BACKER ROD AND REPLACING WITH NEW BACKER ROD AND SEALANT.
- THE TOTAL ESTIMATED LENGTH OF THE PERIMETER OF WINDOWS (ALL FOUR SIDES) AND DOOR (3 SIDES) FOR SEALANT AND BACKER (REMOVAL AND REPLACEMENT WITH NEW) FOR THE WHOLE BUILDING IS 2.495 METRES. THIS LENGTH INCLUDES FOR 25% ADDITIONAL LENGTH OVER AND ABOVE THE EXISTING LENGTH.



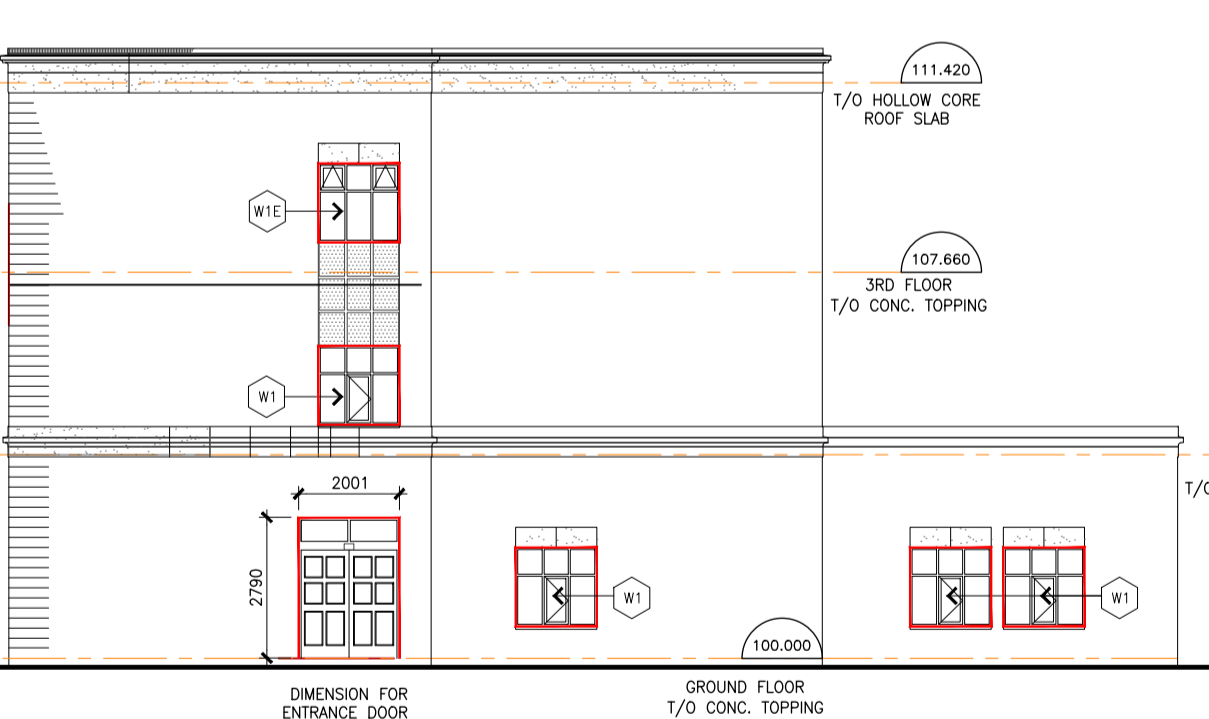
1 WEST ELEVATION
SCALE: 1 : 100
TOTAL PERIMETER SEALANT = 740 M

W1+WIE - 48 NOS X 6.40M = 307.20 M
 W1C - 4 NOS X 7.60M = 30.40 M
 W2 - 8 NOS X 5.60M = 44.80 M
 W8 - 2 NOS X 5.30M = 10.60 M
 ES11 - 8 NOS X 13.05 = 104.40 M
 ES10/W5 - 4 NOS X 12.70 = 50.80 M
 D/ST - 2 NOS X 5.60M = 11.20M
 D/ENT - 1 NO X 8.60M = 8.60M
TOTAL = 568.20 M



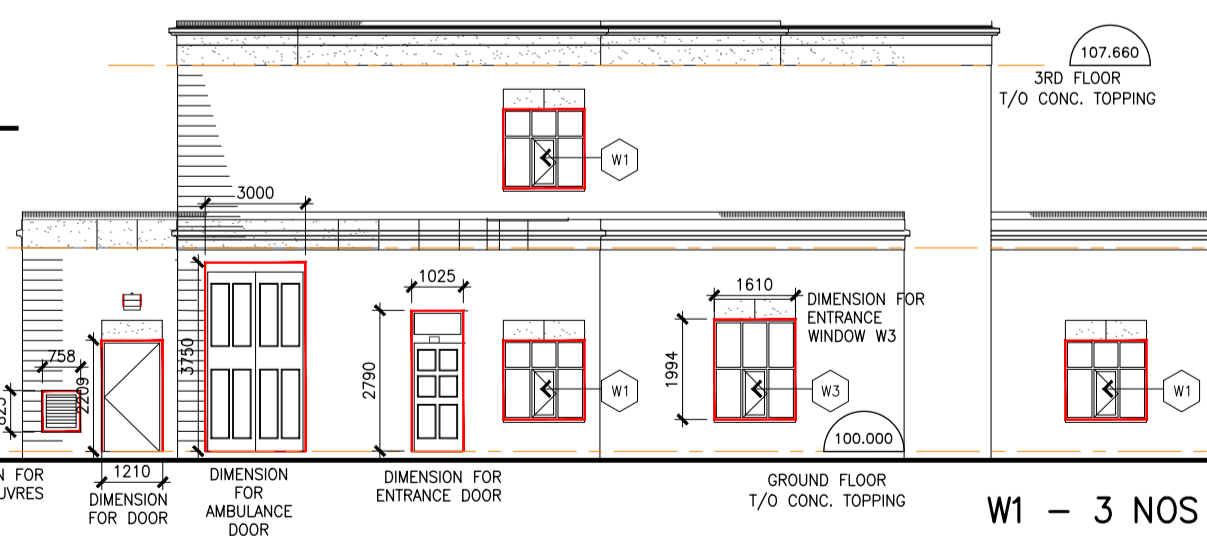
2 EAST ELEVATION
SCALE: 1 : 100
TOTAL PERIMETER SEALANT = 470 M

W1 - 36 NOS X 6.40M = 243.20 M
 W2 - 4 NOS X 5.60M = 22.40 M
 W3C - 5 NOS X 7.80M = 39.00 M
 D/STD - 7 NOS X 5.6M = 39.20 M
 D/LUD - 1 NO X 10.5M = 10.50 M
TOTAL = 353.30 M



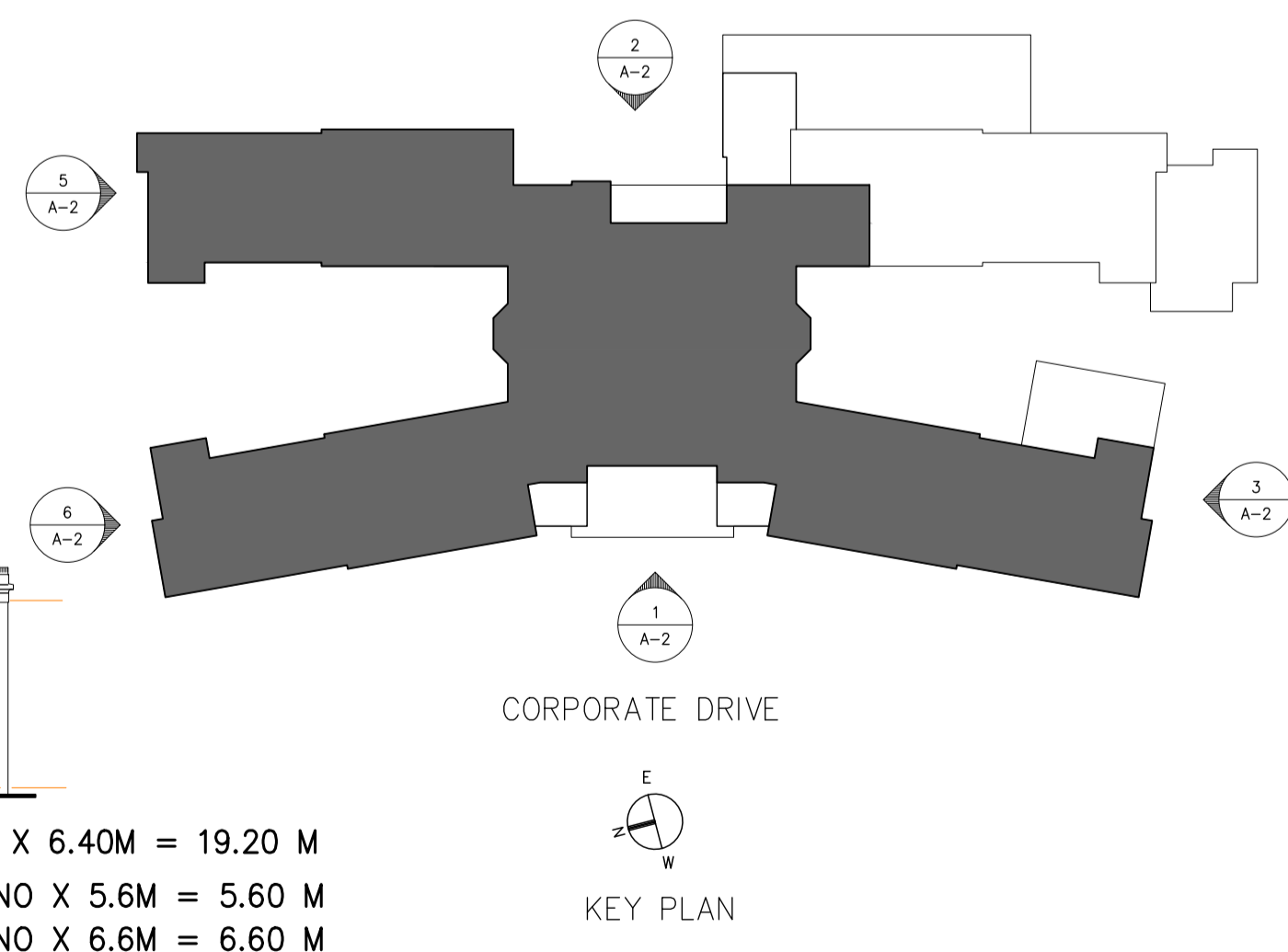
3 SOUTH ELEVATION (WEST PART)
SCALE: 1 : 100
TOTAL PERIMETER SEALANT = 50 M

W1 - 5 NOS X 6.40M = 32.00 M
 D/ENT - 1 NO X 7.6M = 7.60 M
TOTAL = 39.60 ~ 40M



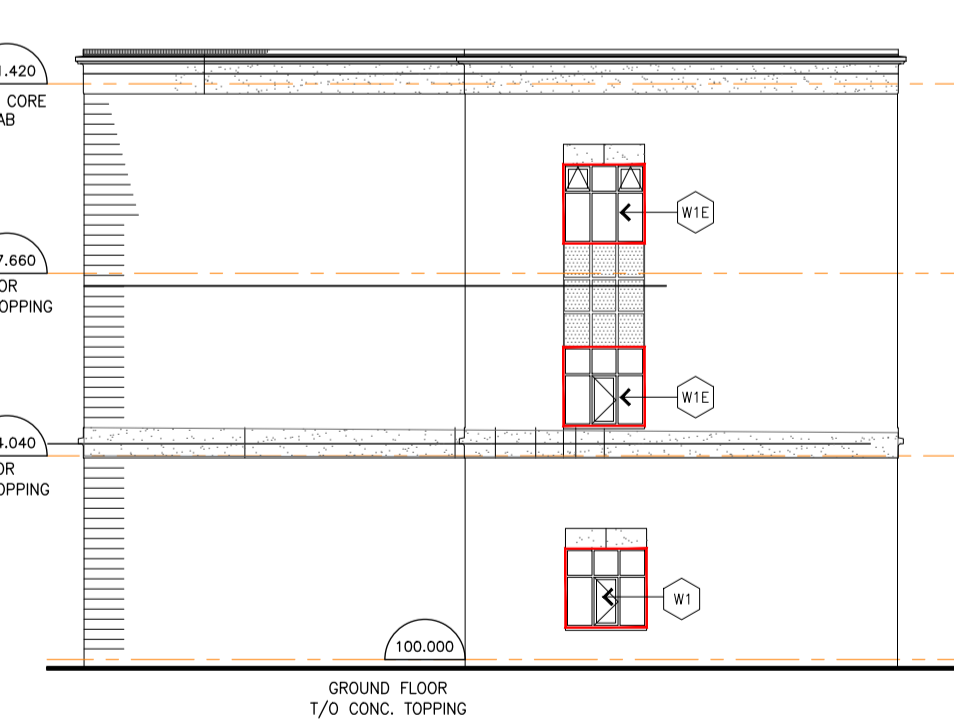
4 SOUTH ELEVATION (EAST PART)
SCALE: 1 : 100
TOTAL PERIMETER SEALANT = 60 M

W1 - 3 NOS X 6.40M = 19.20 M
 D/STD - 1 NO X 5.6M = 5.60 M
 D/ENT - 1 NO X 6.6M = 6.60 M
 D/AMB - 1 NO X 9.6M = 9.60 M
 OTHER - 1 NO X 3.0M = 3.00 M
TOTAL = 44M ~ 45M



5 NORTH ELEVATION (EAST PART)
SCALE: 1 : 100
TOTAL PERIMETER SEALANT = 25 M

W1 - 3 NOS X 6.40M = 19.20 M
TOTAL = 19.20 ~ 20M



6 NORTH ELEVATION (WEST PART)
SCALE: 1 : 100
TOTAL PERIMETER SEALANT = 25 M

W1 - 3 NOS X 6.40M = 19.20 M
TOTAL = 19.20 ~ 20M

NO.	REVISIONS	DATE	BY

ARCHITtheque
Architectural and Interior Design Services

18 Spire Hillway Toronto Ontario M2H 3A2
Tel (416) 712 1565 architheque@hotmail.com



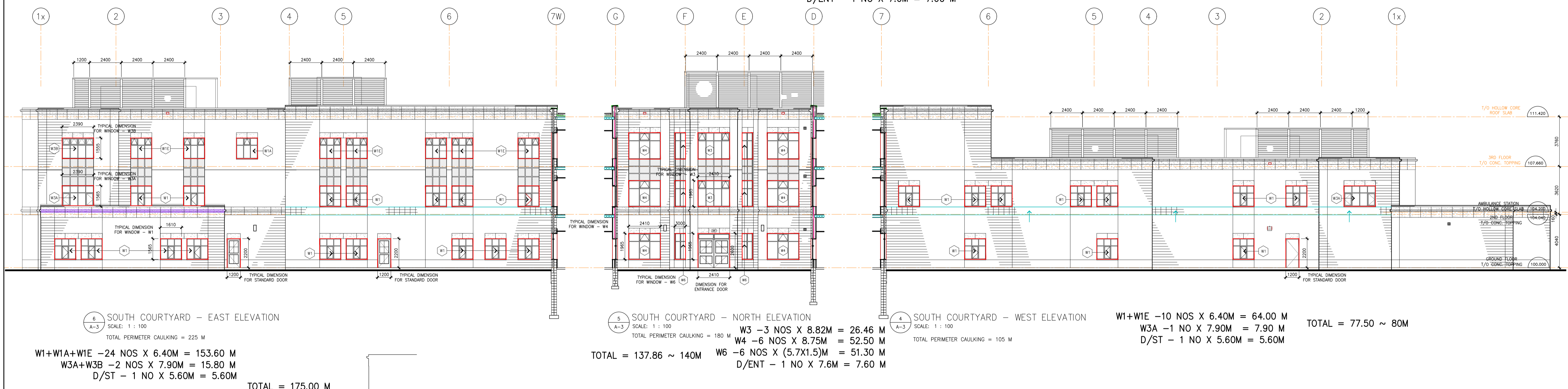
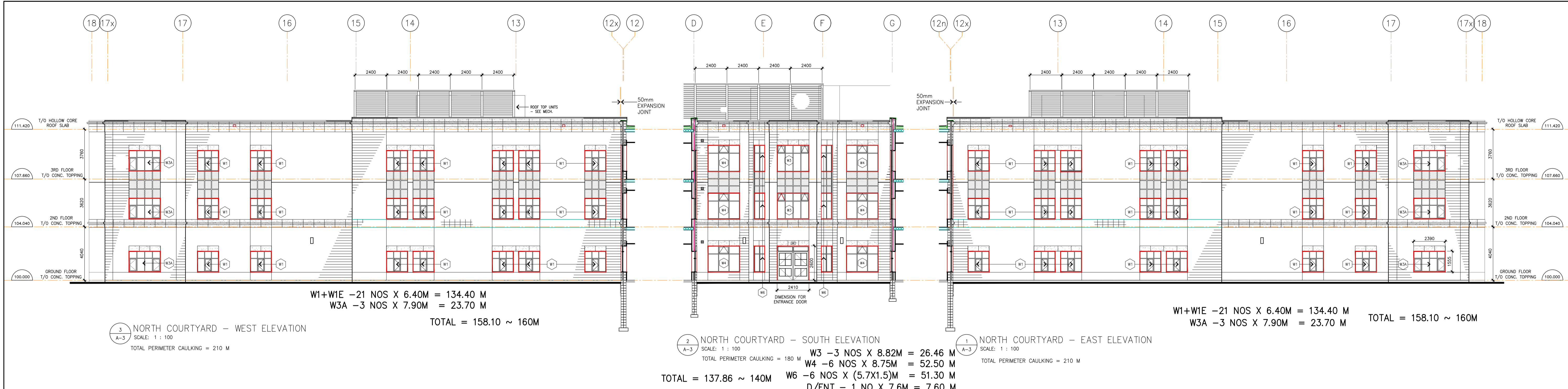
CREEK WAY VILLAGE LONG TERM CARE HOME AND CHILD CARE CENTRE
EXTERIOR WINDOWS AND DOORS SEALANT REPLACEMENT

CREEKWAY VILLAGE, 5200 CORPORATE DRIVE, BURLINGTON, ON L7R 7G7

DRAWING TITLE:
EAST SIDE AND WEST SIDE ELEVATIONS

ISSUED FOR TENDER - PACKAGE 1

PROJECT NO. 2401	DATE: MARCH 2024
DRAWN BY: ADK	SCALE: 1:150
CHECKED BY: HRK	ISSUE DATE: AUG 28, 2024
DRAWING NO. A-2	



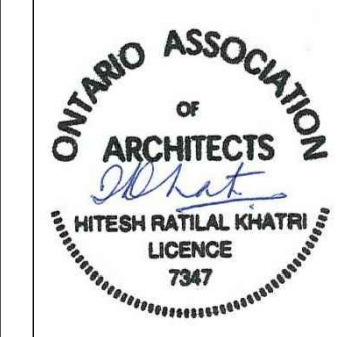
GENERAL NOTES FOR EXTERIOR WINDOWS, DOORS, LOUVRES, VENTS, ETC. PERIMETER SEALANT

- THE ELEVATIONS PROVIDED ARE FOR REFERENCE. CONTRACTOR TO SITE VERIFY THE NUMBER AND SIZE (PERIMETER) OF EXTERIOR WINDOWS, DOORS, LOUVRES, VENTS, ETC.
- CONTRACTOR TO INCLUDE FOR ANY WINDOWS OR DOORS, NOT SHOWN ON THE DRAWINGS, BUT EXISTING ON THE BUILDING EXTERIOR.
- DIMENSIONS OF DOORS AND WINDOWS ARE PROVIDED; CONTRACTOR TO SITE VERIFY ALL DIMENSIONS.
- REFER TO DRAWINGS P-111-1 AND P-11A-2 ALONG WITH THIS DRAWING AND SPECIFICATIONS FOR THE REMOVAL OF THE EXISTING CAULKING - WEATHER PROOF SEALANT AND BACKER ROD AND REPLACING WITH NEW BACKER ROD AND SEALANT.
- THE TOTAL ESTIMATED LENGTH OF THE PERIMETER OF WINDOWS (ALL FOUR SIDES) AND DOOR (3 SIDES) FOR SEALANT AND BACKER (REMOVAL AND REPLACEMENT WITH NEW) FOR THE WHOLE BUILDING IS 2,495 METRES. THIS LENGTH INCLUDES FOR 25% ADDITIONAL LENGTH, OVER AND ABOVE THE EXISTING LENGTH.

PERIMETER (4 SIDES) OF WINDOWS SHOWN THUS
 PERIMETER (3 SIDES) OF DOORS SHOWN THUS

NO.	REVISIONS	DATE	BY

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CREEKWAY VILLAGE LONG TERM CARE HOME AND CHILD CARE CENTRE
 EXTERIOR WINDOW AND DOOR WEATHERPROOF SEALANT REPLACEMENT
 CREEKWAY VILLAGE, 3200 CORPORATE DRIVE, BURLINGTON, ON L7T 7G7
 DRAWING TITLE:
 INTERIOR COURTYARD ELEVATIONS
 ISSUED FOR TENDER - PACKAGE 1

PROJECT NO. 2401	DATE: MARCH 2024
DRAWN BY: ADK	SCALE: 1:150
CHECKED BY: HRK	ISSUE DATE: AUG 26, 2024
DRAWING NO. A-3	

GENERAL NOTES FOR DEMOLITION

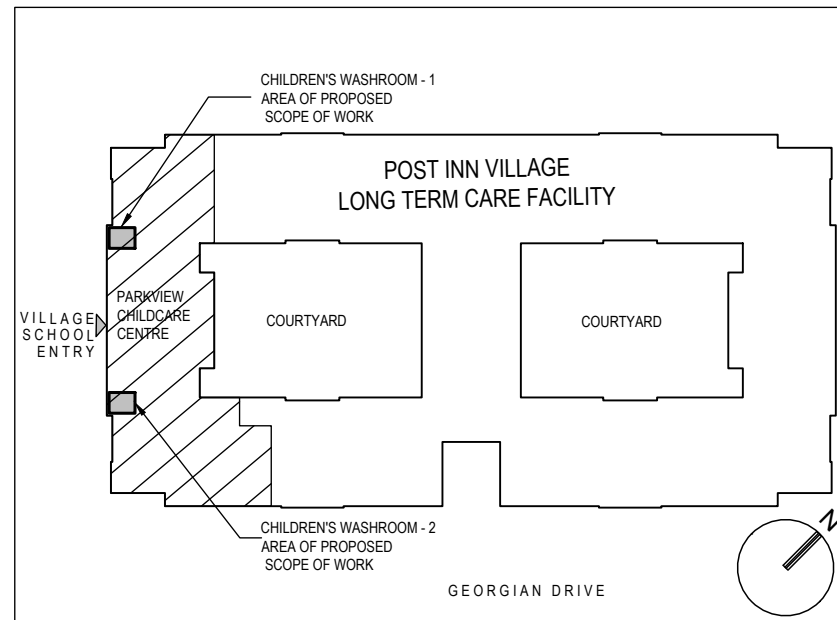
1. ALL ARCHITECTURAL DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE MECHANICAL / PLUMBING DRAWINGS.
2. GC TO DISCARD / DISPOSE OF ALL REMOVED / DEMOLISHED ITEMS OFF SITE, UNLESS THESE ITEM ARE NOTED AS RE- USE, RELOCATED OR HANDED OVER TO OWNER.
3. ITEMS MARKED TO BE REUSED OR RELOCATED ARE TO BE REMOVED WITH CARE AND STORED AT SITE.
4. GC TO RECTIFY / RE-ROUTE ANY INCIDENTAL MECHANICAL / PLUMBING SERVICES AFFECTED AS A RESULT OF DEMOLITION WORK.
5. GC TO RECTIFY / MAKE GOOD ANY ADJACENT ITEM / SURFACE / SERVICE AFFECTED BY DEMOLITION WORK AT NO COST TO THE OWNER.

GENERAL NOTES FOR CONSTRUCTION

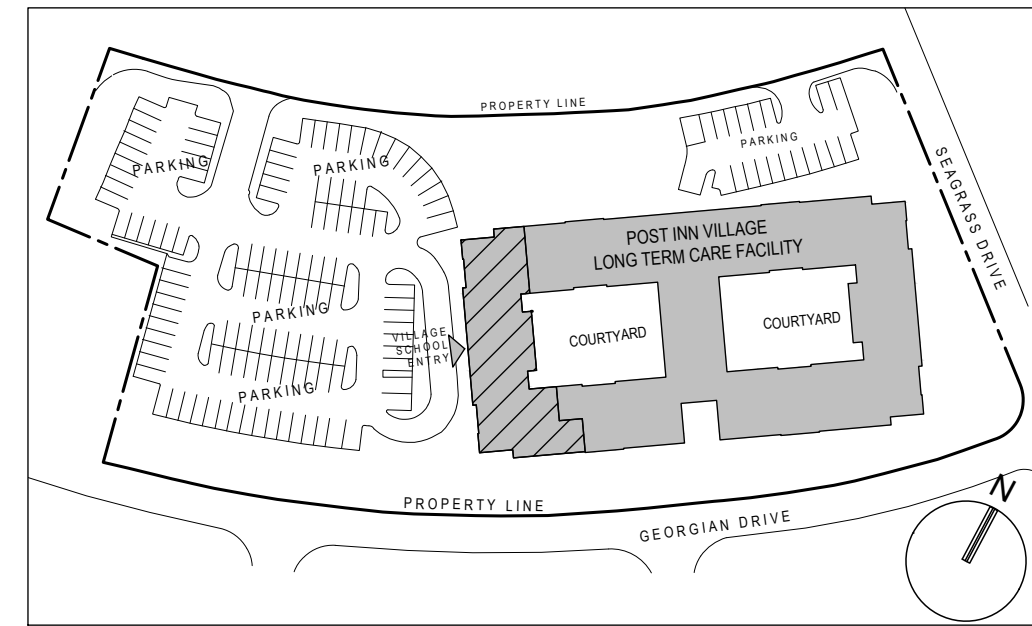
1. G C TO ENSURE THAT ANY PERMIT REQUIRED FOR THE PROPOSED WORK IN THIS CONTRACT DOCUMENTS, IS APPLIED FOR AND APPROVAL POSTED AT SITE AT ALL TIME.
2. G C TO DEMOLISH AND CONSTRUCT BASED ON ISSUED FOR CONSTRUCTION DRAWINGS. G C TO ENSURE THAT THE WORK IS IN ACCORDANCE WITH THE LATEST DRAWINGS AS REVISED OR UPDATED WITH PROPOSED CHANGES OR SUPPLEMENTAL INSTRUCTIONS. ALL SUPERCEDED DRAWINGS ARE TO BE REMOVED FROM SITE.
3. G C TO ENSURE THAT ALL MATERIALS AND FINISHES USED ON THE PROJECT ARE AS SPECIFIED AND SHOWN ON THE DRAWINGS. NO ALTERATION OR SUBSTITUTIONS WILL BE ENTERTAINED.
4. G C IS RESPONSIBLE FOR SURFACE PREPARATION PRIOR TO INSTALLATION OF NEW MATERIALS OR FINISHES.
5. G C TO SUBMIT SHOP DRAWINGS AND SAMPLES IMMEDIATELY ON AWARD OF CONTRACT, FOR APPROVAL PRIOR TO ORDERING. DELAYS RESULTING FROM FAILURE TO DO SO WILL BE G C 'S RESPONSIBILITY AND EXPENSE. NO SUBSTITUTIONS WILL BE ENTERTAINED.
6. G C TO SUPPLY AND INSTALL ANY AFFECTED FLOOR, WALL, AND FINISHES TO MATCH EXISTING ADJACENT FLOOR, WALL, AND FINISHES.

GENERAL NOTES FOR PRICING

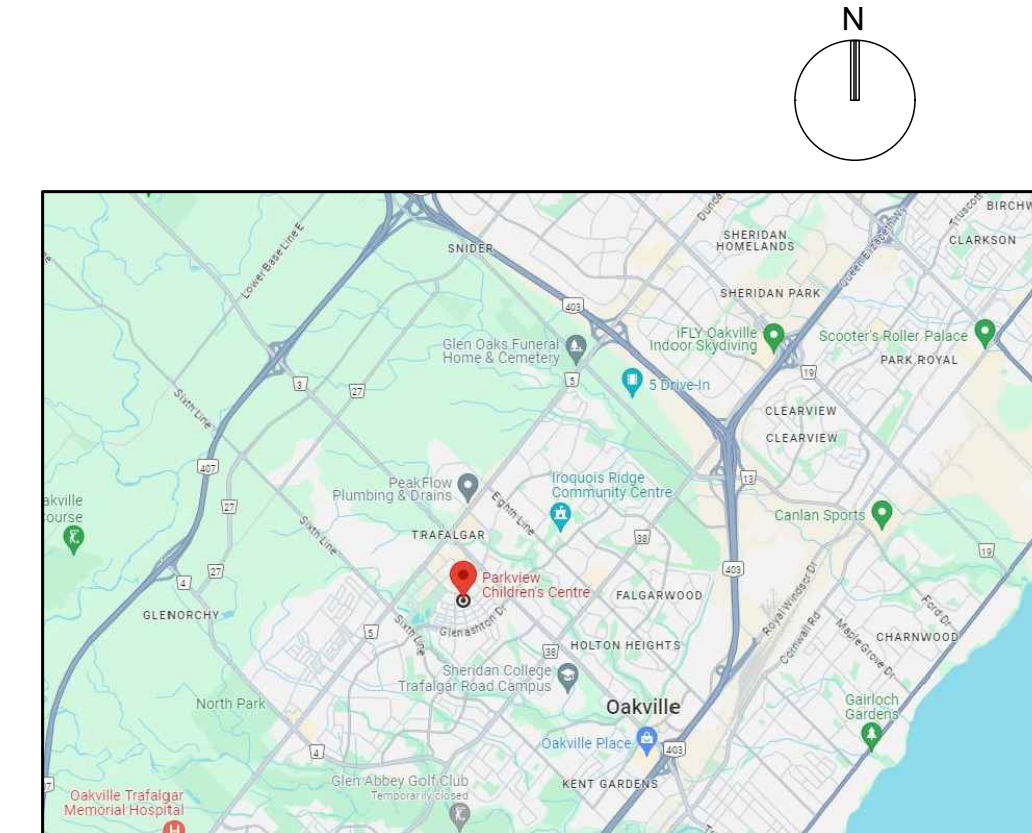
1. G C TO CAREFULLY EXAMINE ALL DRAWINGS, SPECIFICATIONS AND ANY ADDENDUM OR CLARIFICATIONS ISSUED DURING THE TENDER PROCESS. DRAWINGS FOR ALL DISCIPLINES TO BE READ IN CONJUNCTION. ANY DISCREPANCY SHALL BE REPORTED TO THE OWNER AND ARCHITECT
2. THE OWNER HAS THE RIGHT TO AWARD THE CONTRACT TO ANY OR NONE OF THE BIDDERS.
3. THE OWNER HAS THE RIGHT TO DELETE ANY PORTION OR ITEM IN THE SCOPE OF WORK .THE OWNER HAS THE RIGHT TO ADD TO THE SCOPE OF WORK.
4. G C TO COMPLETE THE BID FORM IN FULL. FAILURE TO COMPLETE IN FULL MAY VOID THE BID SUBMISSION.
5. ALL PRICING SHALL BE IN CANADIAN DOLLARS, EXCLUDING HST. HST TO BE INCLUDED ONLY WHERE MENTIONED SPECIFICALLY.
6. PRICING SHALL INCLUDE FOR ALL MATERIALS, LABOUR, EQUIPMENT AND OVERHEAD & PROFIT.
7. ANY PERMIT REQUIRED FOR THE PROPOSED WORK WILL BE PART OF THE GC SCOPE OF WORK, AND WILL BE APPLIED FOR AND APPROVAL OBTAINED BY GC, AND POSTED AT SITE. ANY INSPECTIONS AS REQUIRED BY AUTHORITIES HAVING JURISDICTION WILL BE COMPLETED BY GC.



3 PLAN SHOWING SCOPE OF WORK
B-1 SCALE: NTS



2 SITE PLAN
B-1 SCALE: NTS



1 KEY PLAN
B-1 SCALE: NTS



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POST INN VILLAGE CHILDCARE FACILITY
PARKVIEW CHILDRENS CENTRE - REPLACEMENTS OF TOILETS & FAUCETS

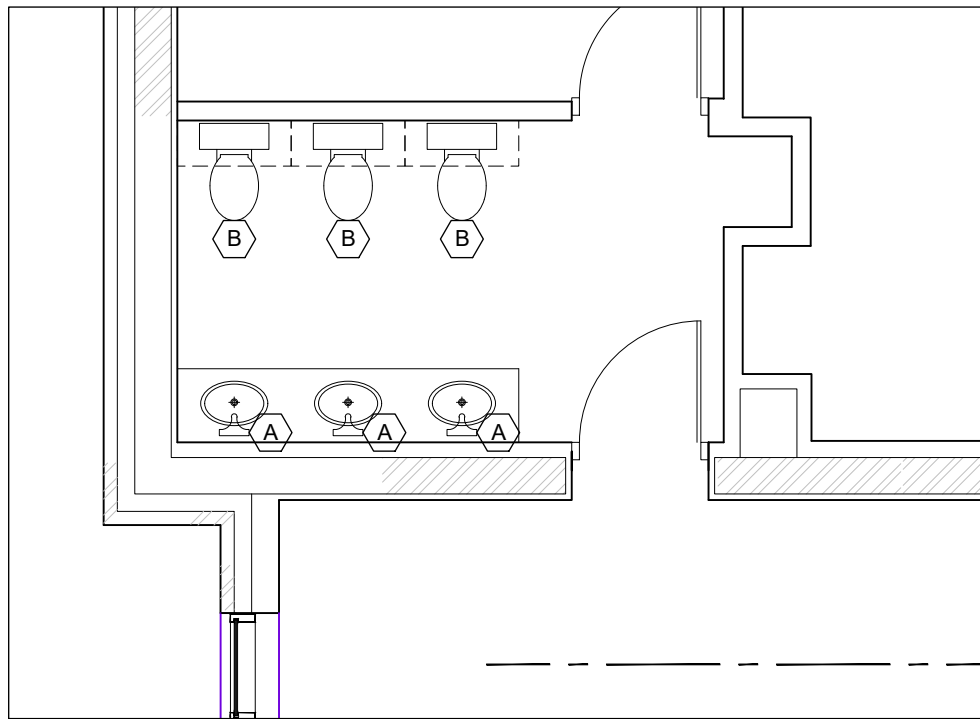
203, GEORGIAN DRIVE . OAKVILLE. ON L7H 7H9

DRAWING TITLE:
SITE PLAN AND GENERAL NOTES

ISSUED FOR 100% DESIGN DEVELOPEMEN, PERMIT AND TENDER

PROJECT NO.	2401	DATE:	MARCH, 2024
DRAWN BY:	ADK	SCALE:	AS MENTIONED
CHECKED BY:	HRK	ISSUE DATE:	AUGUST 2, 2024

DRAWING NO.
B-1



STATEMENT OF WORK:

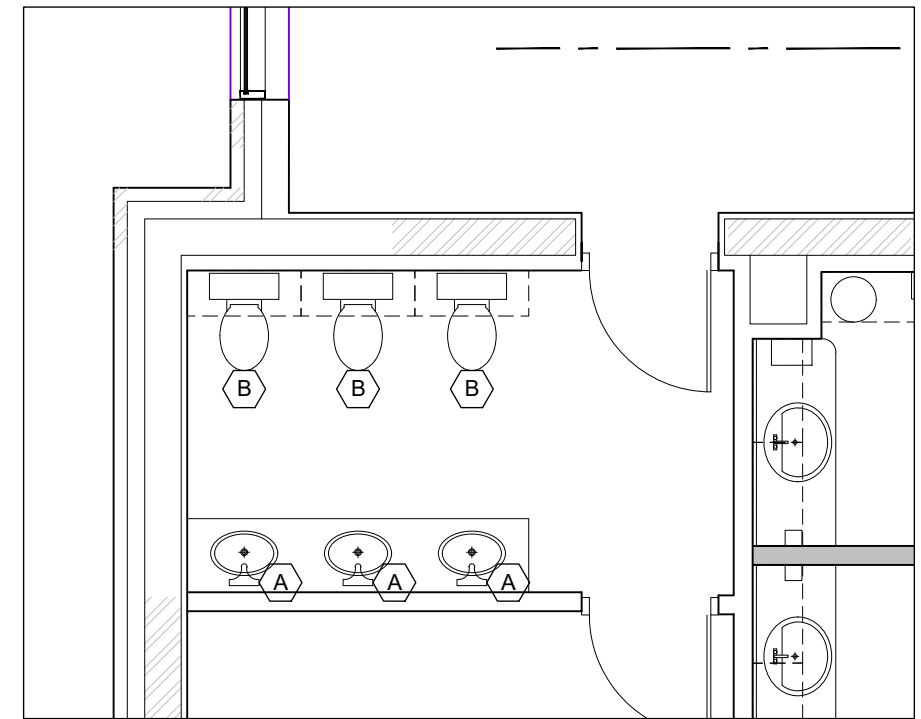
- EXISTING SIX (6 NOS.) DOUBLE HANDLE FAUCETS IN THE CHILDREN'S WASHROOMS TO BE REMOVED AND REPLACED WITH SINGLE HANDLE FAUCETS. SINK REPLACEMENT IS NOT PART OF WORK.
- EXISTING SIX (6 NOS.) PORCELAIN TOILETS IN THE CHILDREN'S WASHROOMS TO BE REPLACED WITH NEW TOILETS.

CONSTRUCTION NOTES : REMOVALS

MARK	DESCRIPTION
1	REMOVE FAUCETS, WITH CARE. REFER TO MECHANICAL / PLUMBING DRAWINGS
2	REMOVE TOILETS / WC WITH CARE. REFER TO MECHANICAL / PLUMBING DRAWINGS

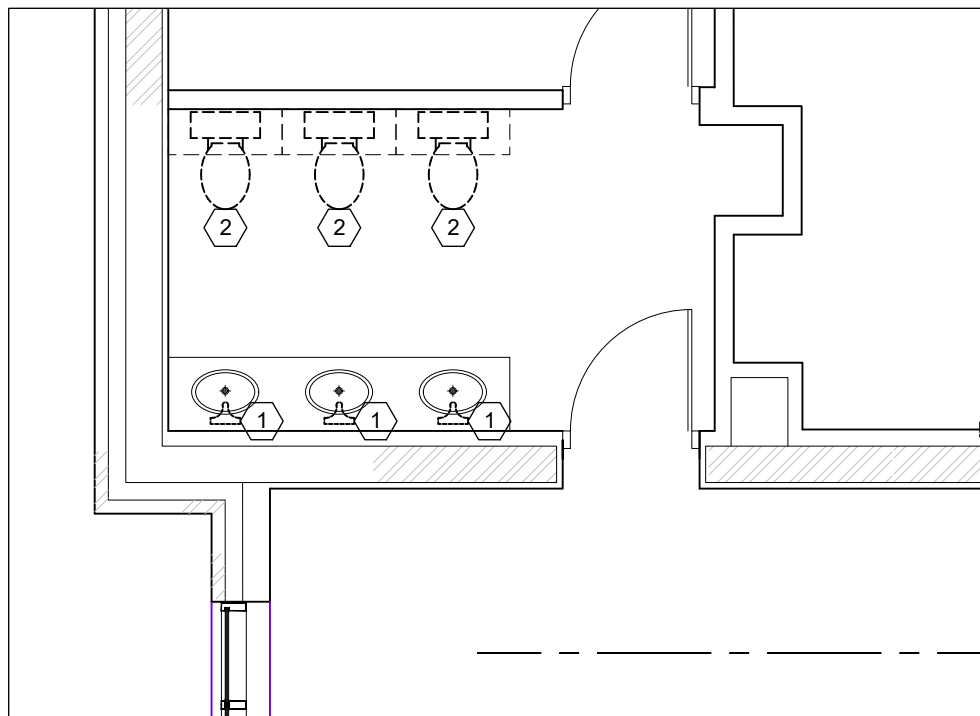
CONSTRUCTION NOTES : NEW WORK

MARK	DESCRIPTION
A	NEW FAUCETS, REFER TO MECHANICAL / PLUMBING DRAWINGS
B	NEW TOILETS / WC , REFER TO MECHANICAL / PLUMBING DRAWINGS



4 CHILDREN'S WASHROOM- 2 (PLAN SHOWING NEW FIXTURE)
B - 2 SCALE: 1:50

3 CHILDREN'S WASHROOM - 1 (PLAN SHOWING NEW FIXTURE)
B - 2 SCALE: 1:50



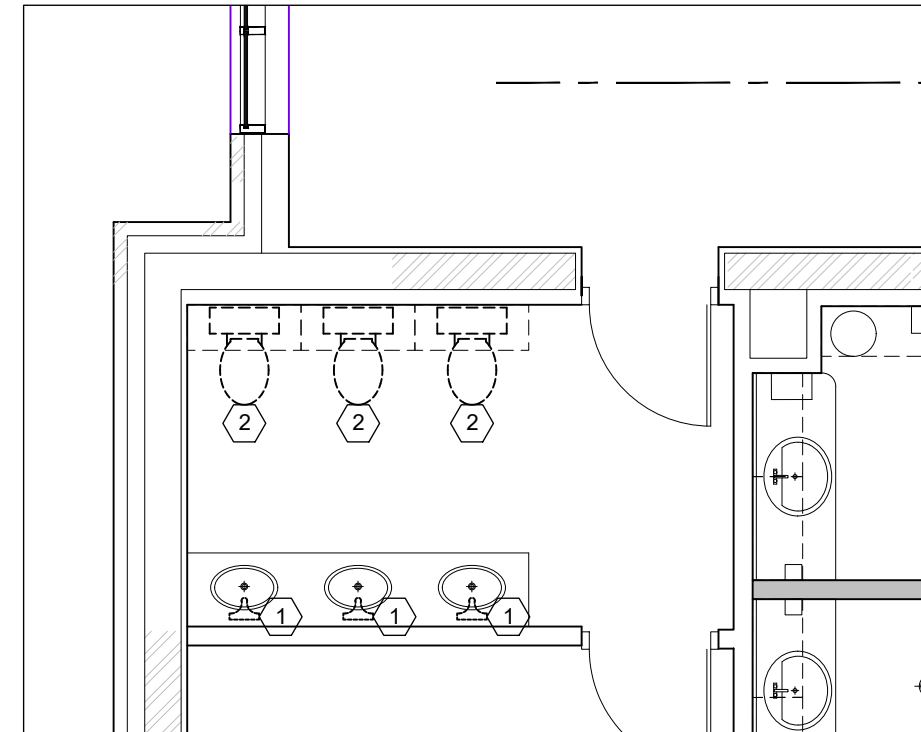
SPECIFICATIONS

SPECIFICATION FOR TOILET :

GC TO PROVIDE (SUPPLY AND INSTALL) FLOOR MOUNTED HIGH EFFICIENCY, WHITE VITREOUS CHINA, TANK TYPE TOILET FROM AMERICAN STANDARD, WITH ALL NECESSARY PIPES AND ACCESSORIES, AS SPECIFIED ON THE MECHANICAL / PLUMBING DRAWINGS. THE NEW TOILET/WC HEIGHT IS TO MATCH THE EXISTING TOILET/WC HEIGHT.

SPECIFICATION FOR LAVATORY FAUCET :

GC TO PROVIDE (SUPPLY AND INSTALL) COUNTER MOUNTED , AUTOMATIC , HARD-WIRED, NO-TOUCH SINGLE HOLE FAUCET, FROM SLOAN, ALONG WITH BELOW COUNTER / DECK TEMPERED WATER MIXING VALVE FROM SLOAN, ALONG WITH ALL NECESSARY PIPE AND ACCESSORIES, AS SPECIFIED ON THE MECHANICAL / PLUMBING DRAWINGS.

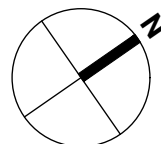


2 CHILDREN'S WASHROOM - 2 (PLAN SHOWING DEMOLITION)
B - 2 SCALE: 1:50

1 CHILDREN'S WASHROOM - 1 (PLAN SHOWING DEMOLITION)
B - 2 SCALE: 1:50



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POST INN VILLAGE CHILDCARE FACILITY
PARKVIEW CHILDRENS CENTRE - REPLACEMENTS OF TOILETS & FAUCETS

203, GEORGIAN DRIVE . OAKVILLE. ON L7H 7H9

DRAWING TITLE:
DEMOLITION AND PROPOSED PLANS

ISSUED FOR TENDER - PACKAGE 1

PROJECT NO.	2401	DATE:	MARCH, 2024
DRAWN BY:	ADK	SCALE:	AS MENTIONED
CHECKED BY:	HRK	ISSUE DATE:	AUGUST 2, 2024

DRAWING NO.

B - 2

APPENDIX B

DRAWING GENERAL NOTES

1. ALL MECHANICAL WORKS SHALL CONFORM TO BASE BUILDING STANDARDS AND SPECIFICATIONS AND ALL APPLICABLE CODES..
2. COORDINATE WITH G.C. TO PROVIDE ADEQUATE SIZE ACCESS DOOR FOR ACCESS TO ALL CONCEALED EQUIPMENTS/BALANCING DAMPERS.
3. NOT USED.
4. INTERNALLY LINED DUCT DIMENSIONS EXCLUDES INSULATION THICKNESS.
5. MOUNT DUCTWORK HIGHER THAN SPECIFIED CEILING HEIGHT ON INTERIOR DESIGN SHEETS.
6. ALL SUPPLY AND RETURN AIR DUCTWORK SHALL BE EXTERNALLY INSULATED WITH MINIMUM 1" THICK FIBERGLASS INSULATION C/W VAPOUR BARRIER.
7. PROVIDE FIRE DAMPERS, FIRE STOP FLAPS IN FIRE RATED WALL/CEILING PENETRATIONS AS REQUIRED BY CODES AND TO MAINTAIN FIRE RATING INTEGRITY OF THE BUILDING.
8. MOUNT DUCTWORK, PIPING, EQUIPMENTS FROM BUILDING STRUCTURE ONLY. DO NOT ATTACH TO ROOF DECK.
9. INSTALL EQUIPMENTS AS PER MANUFACTURER'S RECOMMENDATIONS, MAINTAIN REQUIRED ACCESS, CLEARANCES AS PER MANUFACTURER'S RECOMMENDATIONS AND APPLICABLE CODES.
10. THOROUGHLY EXAMINE THE EXISTING SITE CONDITION, REVIEW AND COORDINATE WITH THE OWNER/ENGINEER FOR ANY DISCREPANCIES PRIOR TO PRICING AND INSTALLATION.
11. TAG ALL EQUIPMENTS WITH LAMCOID NAMEPLATES, USE BRASS TAGS FOR VALVES.
12. THE CONTRACTOR SHALL ARRANGE INSPECTIONS WITH THE ENGINEER PRIOR TO THE ENCLOSURE OF CEILING, CEILING TILE AND/OR WALLS. OTHERWISE IT'S CONTRACTOR RESPONSIBILITY TO REMOVE CEILING TILES, ACCESS DOORS AS PER THE DIRECTION OF THE ENGINEER WITHOUT ANY ADDITIONAL COSTS.
13. MECHANICAL DRAWINGS SHALL BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND ARCHITECTURAL DRAWINGS.
14. COORDINATE WITH G.C. FOR ALL CEILING WORKS, WALLS AND FLOOR PENETRATIONS, G.C. TO MAKE GOOD OF ALL PENETRATIONS.
15. ALL FLEXIBLE DUCTWORK SHALL NOT BE MORE THAN 5'0" LONG, ELSE USE RIGID ROUND DUCT OF EQUAL SIZE.
16. COORDINATE ALL CORE DRILLING/X-RAY/SCANNING WORK WITH THE OWNER AND OBTAIN PRIOR APPROVAL.
17. WORKMANSHIP SHALL BE OF BEST QUALITY AND SHALL CONFORM TO ALL APPLICABLE CODES, STANDARDS AND AUTHORITIES HAVING JURISDICTION.
18. ALL CONTROLS WORK TO BE BY BASE BUILDING CONTRACTOR OR A CONTRACTOR APPROVED BY THE OWNER/BASE BUILDING ENGINEER.
19. ALL AIR BALANCING WORK STRICTLY TO BE PERFORMED PREFERABLY BY THE BASE BUILDING BALANCING CONTRACTOR.
20. ALL WIRING, EQUIPMENTS, SERVICES INSTALLED IN THE CEILING SPACE SHALL BE PLENUM RATED AS PER OBC REQUIREMENTS.
21. UPON COMPLETION, THE MECHANICAL CONTRACTOR MUST SUBMIT AN AS-BUILT DRAWING ACCEPTABLE TO THE BUILDING DEPARTMENT AND THE OWNER. PRODUCE OWN SET OF CAD DRAWINGS INDICATING EXACT LOCATIONS OF EQUIPMENTS AND ACCESSORIES.

MECHANICAL LEGEND			
	SANITARY DRAIN (ABOVE GRADE)		RECIRCULATION LINE CONTROL 'DOLE' FITTING & SIZE
	SANITARY DRAIN (BELOW GRADE)		FIRE EXTINGUISHER & CABINET
	STORM DRAIN (CEILING SPACE)		RAINWATER LEADER
	STORM DRAIN (BELOW GRADE)		ROOF DRAIN
	DOMESTIC COLD WATER LINE		PRESSURE REDUCE VALVE
	DOMESTIC HOT WATER LINE		THERMOSTAT
	DOMESTIC RECIRCULATION LINE		DIRECTION OF AIR FLOW
	PIPES TURNING DOWN		SUPPLY TURNING DOWN
	PIPES TURNING UP		RETURN OR EXHAUST DOWN
	BOTTOM TAKE-OFF		BALANCING DAMPER
	GAS LINE		S.A. SUPPLY AIR DUCT
	CLEANOUT		R.A. RETURN AIR DUCT
	NON FREEZE HOSE BIBB		FIRE DAMPER
	FLOOR DRAIN		U/C DOOR UNDER CUT
	GATE/BALL VALVE		GRILLE SIZE (METRIC) SUPPLY AIR GRILLE
	CHECK VALVE		AIR FLOW (L/S)
	GLOBE VALVE		
	UNION		
	STRAINER		
	BALANCING-CUM SHUT-OFF VALVE		

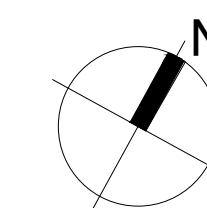
MECHANICAL SPECIFICATIONS
ISSUED SEPARATELY

DRAWING LIST	
DWG. NO.	TITLE
M100	MECHANICAL SPECIFICATIONS, LEGENDS, DETAILS
M101	PLUMBING - DEMOLITION & CONSTRUCTION PLAN, CHILDREN'S WASHROOM - 1
M102	PLUMBING - DEMOLITION & CONSTRUCTION PLAN, CHILDREN'S WASHROOM - 2
E100	ELECTRICAL PLAN

NO.	REVISIONS	DATE	BY
3	ISSUED FOR PERMIT & TENDER	08/26/2024	
2	ISSUED FOR 100% REVIEW	07/29/2024	
1	ISSUED FOR 70% REVIEW	02/05/2024	

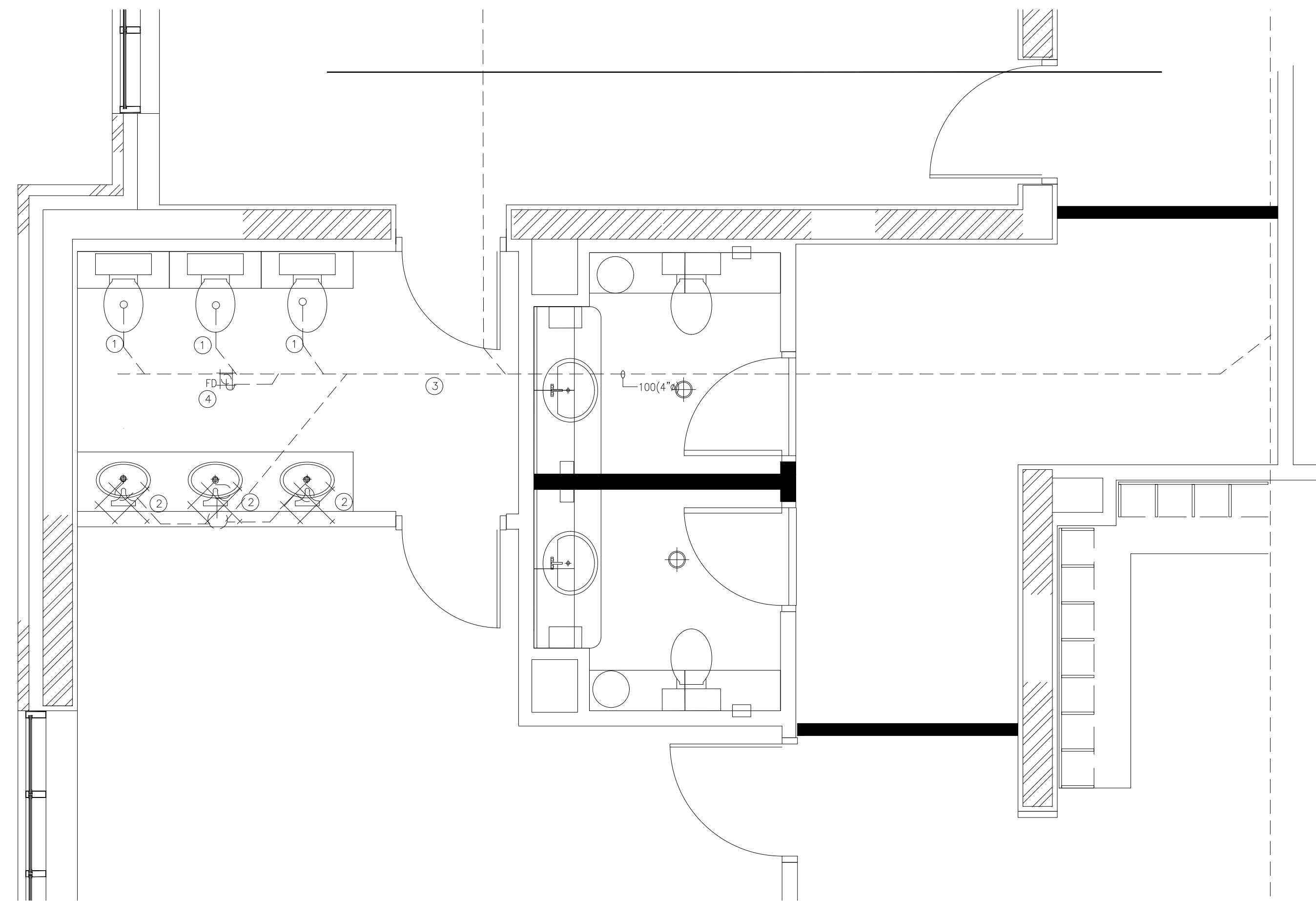


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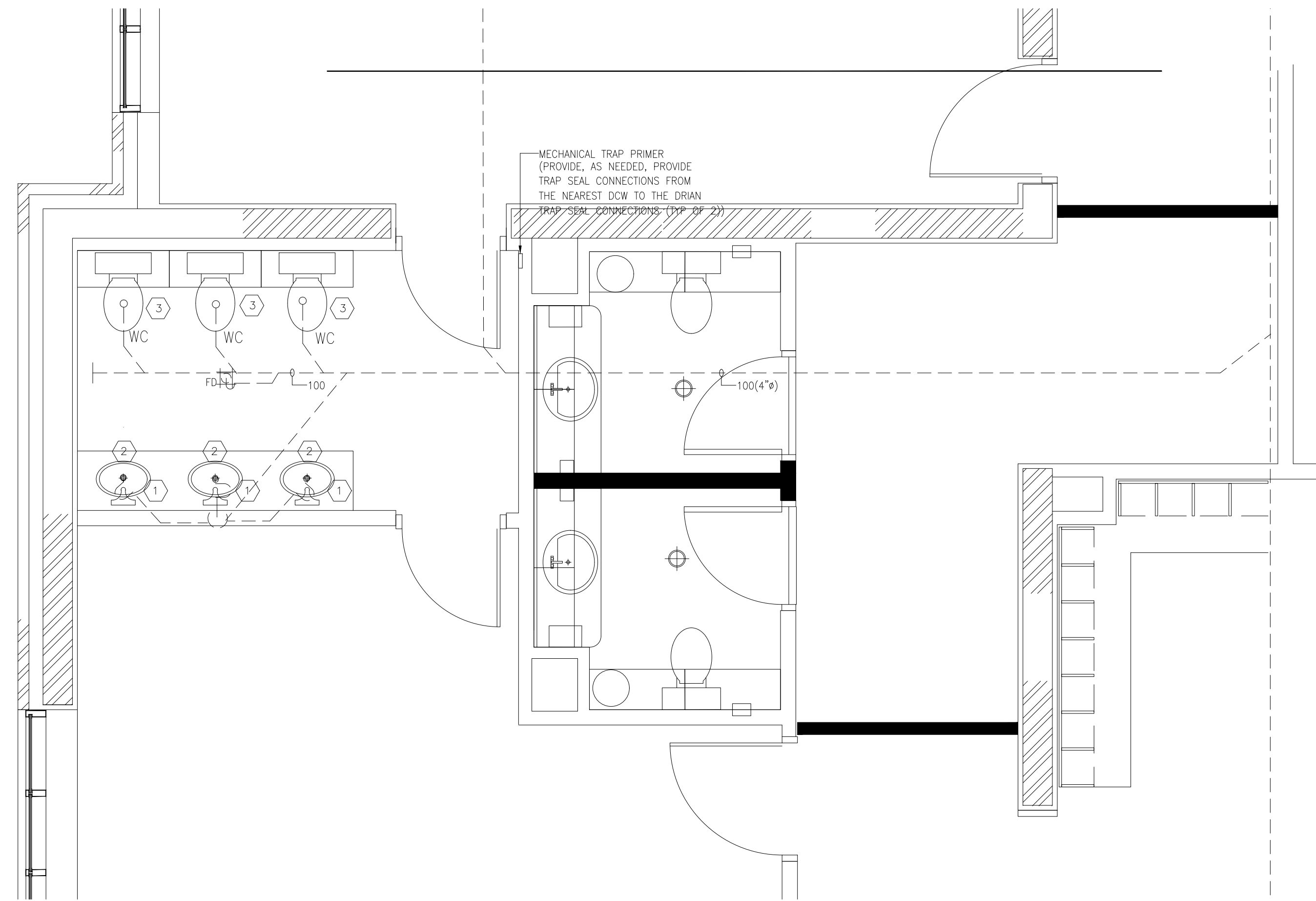


POST INN VILLAGE, PARKVIEW CHILDREN'S CENTRE
 REPLACEMENTS OF TOILETS & FAUCETS
 203 GEORGIAN DRIVE, ORAVILLE, ON.

PROJECT NO.	DATE	APRIL 2024
DRAWN BY: B.K.	SCALE	AS SHOWN
CHECKED BY: J.D.	ISSUE DATE	
DRAWING TITLE: MECHANICAL SPECIFICATION, LEGENDS, DETAILS	DRAWING NO.	M-100



1 PLUMBING - DEMOLITION PLAN - WASHROOM - 1
SCALE = 1 : 30



2 PLUMBING - NEW CONSTRUCTION PLAN - WASHROOM - 1
SCALE = 1 : 30

DEMOLITION DRAWING NOTES

1. REMOVE EXISTING FLOOR MOUNTED TOILET WITH ALL ACCESSORIES, CONTRACTOR TO ENSURE PROPER WATER FLOW TO THE TOILETS AND DRAINAGE, REPORT TO ENGINEER FOR ANY MAJOR DISCREPANCIES(TYP. FOR ALL TOILETS).
2. REMOVE EXISTING LAV SINK FAUCETS, DISCONNECT DCW/DHW, PIPES UP TO WALL ANGLE STOP VALVE, REPLACE FAUCETS WITH NEW FAUCETS, REFER TO NEW LAYOUT, REPLACE WALL ANGLE VALVES WITH EQUAL TYPES IF FOUND DEFECTIVE, EXISTING LAV SINKS TO REMAIN AND BE REUSED, CONTRACTOR TO CLEAN THE SINKS TO RENDER AS-NEW CONDITION, COORDINATE WITH ENGINEER IN THE EVENT OF ANY MAJOR DISCREPANCIES (TYPICAL FOR ALL FAUCETS)
3. EXISTING SANITARY PIPES BELOW GRADE AT THIS APPROXIMATE LOCATION, CONTRACTOR TO VERIFY THE LOCATION, SIZE AND INVERT AT SITE.
4. EXISTING FLOOR DRAIN TO REMAIN AT THIS APPROXIMATE LOCATIONS, ENSURE DRAIN PRIMING, PROVIDE AND INSTALL NEW DRAIN TRAP SEAL PRIMER IN AN IDENTIFIABLE LOCATION AND PROVIDE TRAP PRIMING.(TYPICAL)

NEW DRAWING NOTES

1. SUPPLY AND INSTALL NEW LAV SINK FAUCETS AS PER THE SCHEDULE (TYPICAL FOR ALL THREE SINKS).
2. NEW 1/2"Ø DCW, DHW PIPES TO CONNECT TO NEW FAUCET TO SERVE THE EXISTING LAV SINKS, REPLACE ANY DEFECTIVE ANGLE STOP VALVE ON THE WALL, PROVIDE AND INSTALL THERMOSTATIC MIXING VALVE FOR THE SINKS(TYPICAL FOR ALL FAUCETS).
3. PROVIDE AND INSTALL NEW TOILETS & ACCESSORIES AS PER SCHEDULE(TYPICAL)

ADDITIONAL PIPE UNIT RATES
BASED ON THE EXISTING BASE BUILDING DRAWINGS AND ENGINEER'S REVIEW, THE LOCATION OF THE AVAILABLE BASE BUILDING SERVICES FOR THE PURPOSE OF NEW SERVICES HOOK-UPS ARE APPROXIMATE, AS SUCH THE CONTRACTORS ARE ADVISED TO INCLUDE THE FOLLOWING QUANTITIES OF PIPING IN THEIR TENDER PRICE BEYOND THE POINT WHERE "TEE-OFF" OR "EXTEND TO CONNECT TO EXISTING SERVICES" ARE SPECIFIED IN THE DRAWING:
DCW: 1/2"-160ft, 3/4"-60ft, 1"-100ft
DHW: 1/2"-160ft, 3/4"-60ft, 1"-100ft, 1 1/2"-100ft, 2"-80ft, 3"-80ft
ALL THE OTHER PIPING INCLUDING MAIN/BRANCH PIPING TO BE INCLUDED IN THE TENDER PRICE AS PER THE PLUMBING LAYOUT, CONTRACTOR TO ALSO INDICATE UNIT RATE, PER FT BASIS(SUPPLY AND INSTALLATION) AGAINST ABOVE ITEMS, IN THE EVENT THE ACTUAL LENGTH EXCEEDS THE LENGTHS SPECIFIED ABOVE

CONTRACTOR TO ALLOW FOR FIRE STOPPING FOR ALL NEW PIPES, CONDUITS PENETRATING THROUGH ANY FIRE RATED WALLS, FLOORS FOR THE SAME REASON TO MAINTAIN THE FIRE RATING INTEGRITY OF THE BUILDING IN THEIR TENDER PRICE, NO ADDITIONAL CLAIM ON THIS ACCOUNT SHALL BE ACCEPTED(TYPICAL)

PLUMBING FIXTURE SCHEDULE

WC TOILET - FLOOR MOUNTED WITH FLOOR OUTLET
AMERICAN STANDARD AMERICAN STANDARD 215CA104.020 TOILET - CADET® PRO™ TANK TYPE TOILET, FLOOR MOUNTED WITH FLOOR OUTLET, HIGH EFFICIENCY HET 4.8 LFP (1.28 GPF), WHITE FINISH VITREOUS CHINA, EVERCLEAN® ANTIMICROBIAL SURFACE, ELONGATED BOWL, 381 MM (15") RIM HEIGHT, MINIMUM 305 MM (12") ROUGH-IN FROM WALL TO THE CENTER OF WASTE OUTLET, SIPHON JET FLUSH ACTION, MANUAL, POLISHED CHROME LEFT-HAND TRIP LEVER (7381231-200.0020A), TANK NOT LINED, WITHOUT TANK COVER LOCKING DEVICE, GRAVITY-ASSISTED FLUSH, CADET® FLUSHING SYSTEM, 76 MM (3") FLUSH VALVE, TANK COUPLING COMPONENTS, 229 X 203 MM (9" X 8") WATER SURFACE AREA, FULLY-GLAZED 54 MM (2-1/8") TRAPWAY, POWERWASH™ RIM SCRUBS BOWL WITH PRESSURIZED WATER EVERY FLUSH, INCLUDES EZ-INSTALL TOOLS, TRADE EXCLUSIVE TANK, TOILET SEAT NOT INCLUDED, COLOUR-MATCHED BOLT CAPS, 441 MM (17-3/8") WIDE, 765 MM (30-1/8") FROM FINISHED WALL, 733 MM (28-7/8") HIGH COMPLIANCES: ASME A112.19.2 COMPLIANT, CSA B45.1 COMPLIANT, EPA WATERSENSE COMPLIANT.

CENTOCO 500STS-CF6-001 SEAT - FAST-N-LOCK, FOR ELONGATED BOWL, OPEN FRONT, HEAVY-DUTY, FOR COMMERCIAL APPLICATIONS, POLYPROPYLENE, TOILET SEAT, LESS SEAT COVER, PLASTIC COMMERCIAL CHECK HINGES, AND STAINLESS STEEL HINGE PIN, SPECIFIED IN WHITE FINISH, FAST-N-LOCK MOUNTING SYSTEM TAKES THE GUESS WORK OUT WHEN TIGHTENING THE HARDWARE, THE SPECIALLY DESIGNED FASTENERS IN CLICK WHEN THE APPROPRIATE TORQUE IS REACHED, THE BOLT AND NUT MATERIAL SHALL BE STAINLESS STEEL, DIMENSIONS: 25 MM (1") HIGH, 473 MM (18-5/8") LONG, 371 MM (14-5/8") WIDE

MCGUIRE LFBV172 SUPPLY - LEAD FREE, WITH CHROME-PLATED FINISH, CONVERTIBLE QUARTER-TURN SUPPLY, TOILET, TWO 13 MM (1/2") COPPER SWEAT X 10 MM (3/8") OUTER Ø BRASS BALL VALVE CONNECTION, 2 DEEP BELL FLANGE, CONVERTIBLE LOOSE KEY HANDLE, EXTENSION IS 127 MM (5") LENGTH, 3/4 MM (1/2") COPPER FLEXIBLE RISERS.

LAVATORY FAUCET
SLOAN OPTIMA SENSOR FAUCET ETF-600, HARDWIRED-POWERED DECK-MOUNTED LOW INTEGRATED, OR
AUTOMATIC NO-TOUCH OPTIONAL HARDWIRED POWER (BATTERY AS A BACK-UP), 24 VAC POWER HARNESS CONNECTOR SUPPLIED LAVATORY FAUCETSLOAN EBF-650-BAT-TEE-CP-0.5GPM-MILK-IR-FCF FAUCET - OPTIMA®8, COUNTER MOUNTED, AUTOMATIC NO-TOUCH, OPTIONAL HARDWIRED POWER (BATTERY AS A BACK-UP), 24 VAC POWER HARNESS CONNECTOR SUPPLIED, LAVATORY FAUCET, POLISHED CHROME FINISH, 102 MM (4") CENTERSET, BRASS SPOUT, 1.9 LPM (0.5 GPM) MAXIMUM FLOWRATE, MULTI-LAMINAR SPRAY OUTLET, FIXED FIXED SPOUT, 116 MM (4-9/16") SPOUT REACH, 92 MM (3-5/8") HIGH, SELF-ADAPTING INFRARED SENSOR, DUAL INLET FILTER ASSEMBLY WITH 9.5 MM (3/8") COMPRESSION BRASS CAP FOR TEMPERED WATER INCLUDED, WIRELESS BLUETOOTH STATUS VIEW, SETTING ADJUSTMENT AND DIAGNOSTIC VIA SLOAN CONNECT APP ®, INTEGRAL WATER SUPPLY SHUT OFF.

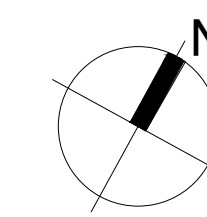
SLOAN SFP-35-A FAUCET AND FLUSH VALVE POWER KIT - FOR FAUCET
MCGUIRE LFBV170 SUPPLY - CONVERTIBLE™ COMMERCIAL FAUCET SUPPLY KIT, CONSISTING OF (2) STOP VALVES, (2) RISERS, (2) FLANGES (STANDARD), LEAD FREE CHROME-PLATED FINISH BRASS BODY, 138 - 862 KPA (20 - 125 PSI) OPERATING PRESSURE, 4 TO 80 °C (40 TO 140 °F) OPERATING TEMPERATURE, CONVERTIBLE LOOSE KEY/TRIANGLE HANDLE, QUARTER TURN BALL VALVE, ANGLE STOP, C.P. WROUGHT STEEL DEEP BELL WALL FLANGE (STANDARD), C.P. PREFABRICATED 127 MM (5") COPPER SWEAT TUBE EXTENSION NIPPLE, 305 MM (12") C.P. LAVATORY FLEXIBLE COPPER RISER TUBES (STANDARD), 13 MM (1/2") SWEAT INLET X 10 MM (3/8") O.D. OUTLET, 82 °C (180 °F) MAXIMUM DURING HIGH-TEMPERATURE SYSTEM FLUSH, AB 100 COMPLIANT, ASME A112.18.1 COMPLIANT, ASME A112.18.2-2 (RISERS), CSA B125.2 COMPLIANT (RISERS), CERTIFIED TO NSF/ANSI 372, CERTIFIED TO NSF/ANSI 61, UPC COMPLIANT.

TRAP SEAL PRIMER-TRAP SEAL PRIMER-P.P.P. #PR01-500 TRAP SEAL PRIMER - LEAD-FREE BRASS BODY FLOW SENSING ACTIVATION WITH MINIMUM FLOW RATE OF 0.5 GPM AT 20 PSIG, 1/2" (13 MM) DIAMETER CONNECTION EQUIPPED WITH VACUUM BREAKER PORTS AND INTERNAL BACKFLOW PROTECTION

NO.	REVISIONS	DATE	BY
3	ISSUED FOR PERMIT & TENDER	08/26/2024	
2	ISSUED FOR 100% REVIEW	07/29/2024	
1	ISSUED FOR 70% REVIEW	02/05/2024	



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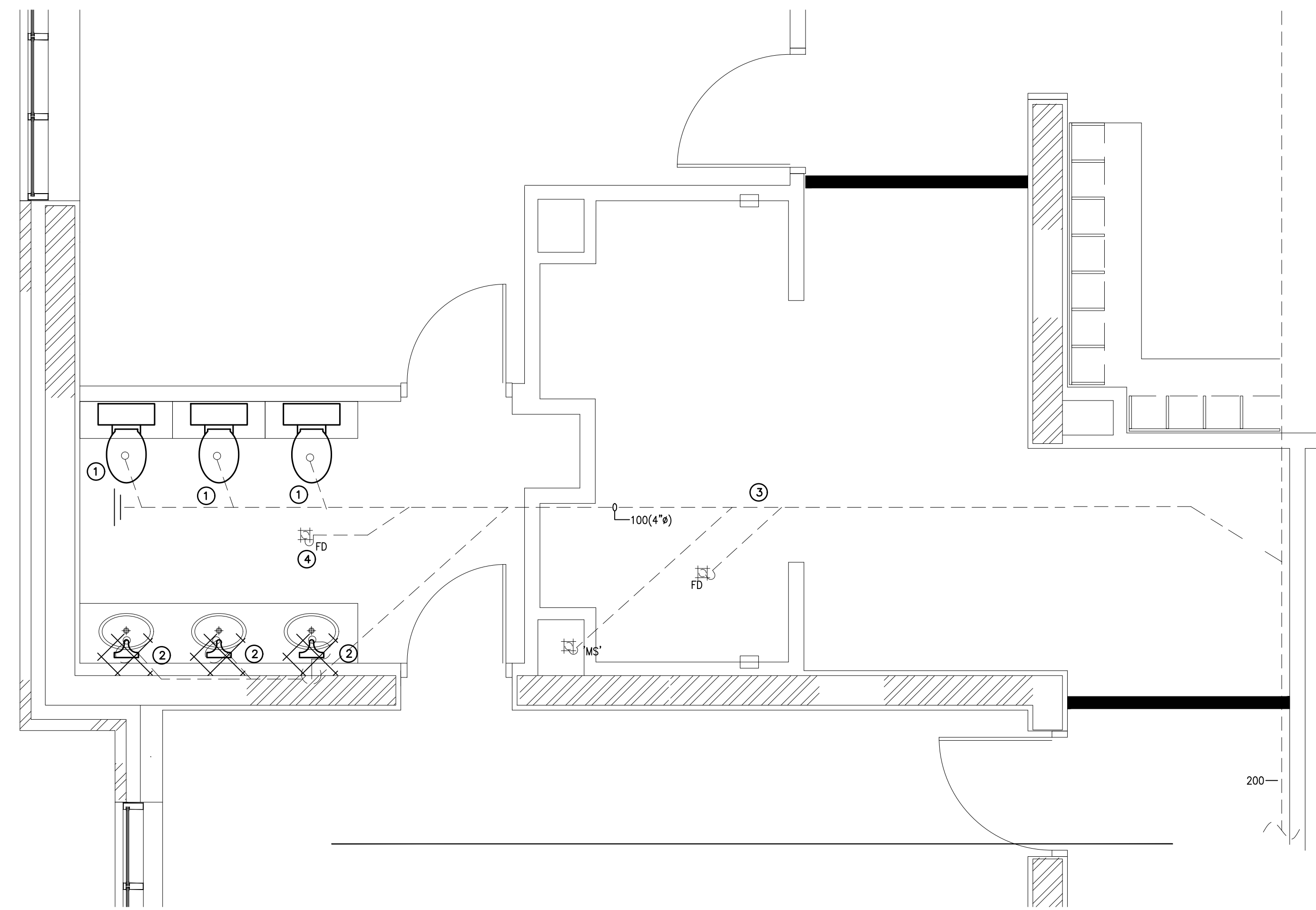


POST INN VILLAGE, PARKVIEW CHILDREN'S CENTRE
REPLACEMENTS OF TOILETS & FAUCETS
203 GEORGIAN DRIVE, ORAVILLE, ON

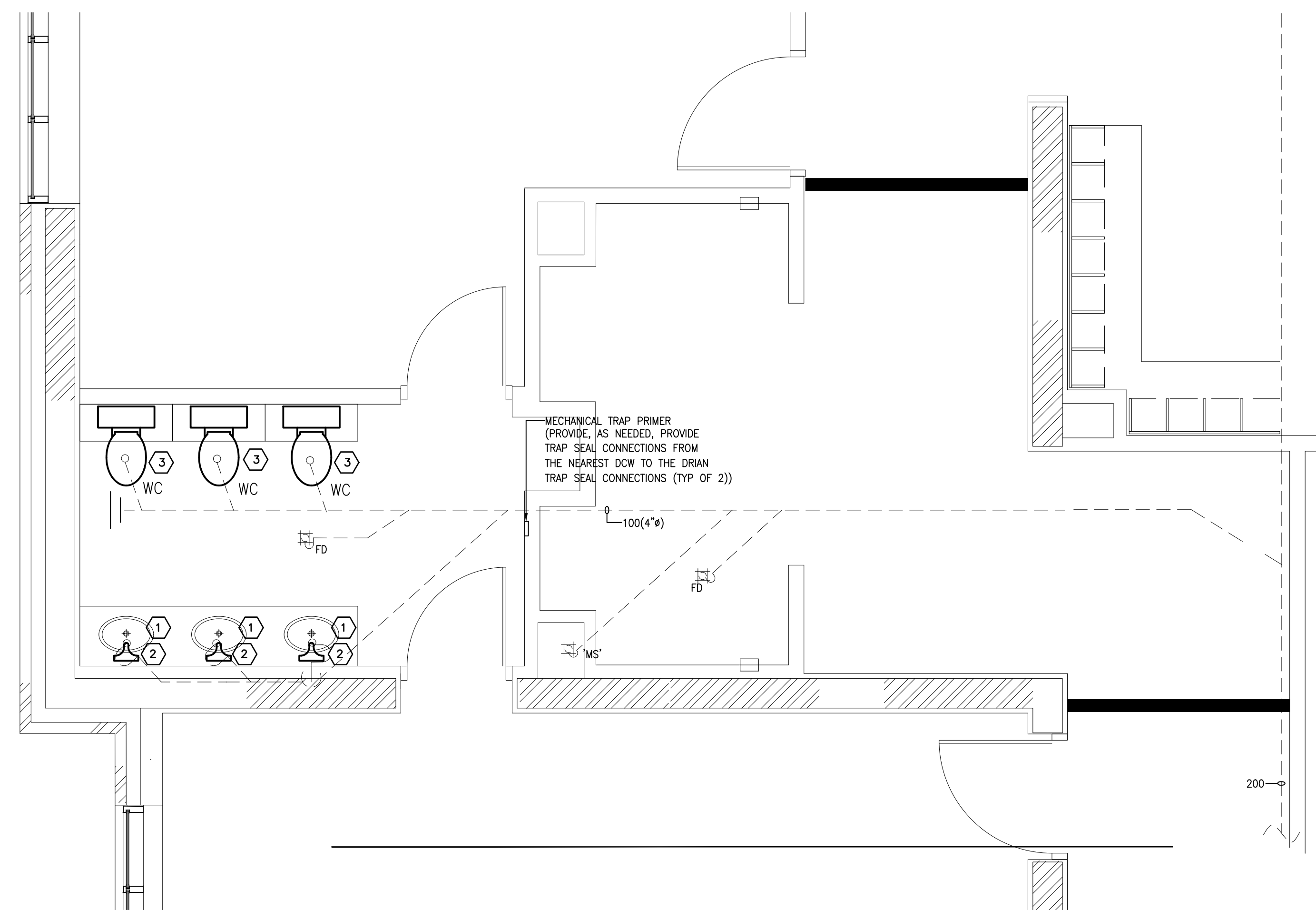
DRAWING TITLE: **PLUMBING - DEMOLITION & CONSTRUCTION PLAN, CHILDREN'S WASHROOM - 1**

PROJECT NO.	DATE
DRAWN BY: B.K.	SCALE: AS SHOWN
CHECKED BY: J.D.	ISSUE DATE:

DRAWING NO. **M-101**



1 PLUMBING - DEMOLITION PLAN - WASHROOM - 2
SCALE = 1 : 30



2 PLUMBING - NEW CONSTRUCTION PLAN - WASHROOM - 2
SCALE = 1 : 30

- DEMOLITION DRAWING NOTES**
- REMOVE EXISTING FLOOR MOUNTED TOILET WITH ALL ACCESSORIES, CONTRACTOR TO ENSURE PROPER WATER FLOW TO THE TOILETS AND DRAINAGE, REPORT TO ENGINEER FOR ANY MAJOR DISCREPANCIES(TYP. FOR ALL TOILETS).
 - REMOVE EXISTING LAV SINK FAUCETS. DISCONNECT DCW/DHW. PIPES UPTO WALL ANGLE STOP VALVE. REPLACE ANY DEFECTIVE ANGLE STOP VALVE ON THE WALL. PROVIDE AND INSTALL THERMOSTATIC MIXING VALVE FOR THE SINKS(TYPICAL FOR ALL FAUCETS).
 - EXISTING SANITARY PIPES BELOW GRADE AT THIS APPROXIMATE LOCATION. CONTRACTOR TO VERIFY THE LOCATION, SIZE AND INVERT AT SITE.
 - EXISTING FLOOR DRAIN TO REMAIN AT THIS APPROXIMATE LOCATIONS. ENSURE DRAIN PRIMING. PROVIDE AND INSTALL NEW DRAIN TRAP SEAL PRIMER IN AN IDENTIFIABLE LOCATION AND PROVIDE TRAP PRIMING.(TYPICAL)

- NEW DRAWING NOTES**
- SUPPLY AND INSTALL NEW LAV SINK FAUCETS AS PER THE SCHEDULE (TYPICAL FOR ALL THREE SINKS).
 - NEW 1/2" DCW, DHW PIPES TO CONNECT TO NEW FAUCET TO SERVE THE EXISTING LAV SINKS. REPLACE ANY DEFECTIVE ANGLE STOP VALVE ON THE WALL. PROVIDE AND INSTALL THERMOSTATIC MIXING VALVE FOR THE SINKS(TYPICAL FOR ALL FAUCETS).
 - PROVIDE AND INSTALL NEW TOILETS & ACCESSORIES AS PER SCHEDULE(TYPICAL)

ADDITIONAL PIPE UNIT RATES
BASED ON THE EXISTING BASE BUILDING DRAWINGS AND ENGINEER'S REVIEW, THE LOCATION OF THE AVAILABLE BASE BUILDING SERVICES FOR THE PURPOSE OF NEW SERVICES HOOK-UPS ARE APPROXIMATE. AS SUCH THE CONTRACTORS ARE ADVISED TO INCLUDE THE FOLLOWING QUANTITIES OF PIPING IN THEIR TENDER PRICE BEYOND THE POINT WHERE "TEE-OFF" OR "EXTEND TO CONNECT TO EXISTING SERVICES" ARE SPECIFIED IN THE DRAWING;
DCW: 1/2"-160ft, 3/4"-60ft, 1"-100ft
DHW: 1/2"-160ft, 3/4"-60ft,
SANITARY(BELOW OR ABOVE GRADE): 2"-100ft,
3"-100ft, 4"-80ft
ALL THE OTHER PIPING INCLUDING MAIN/BRANCH PIPING TO BE INCLUDED IN THE TENDER PRICE AS PER THE PLUMBING LAYOUT. CONTRACTOR TO ALSO INDICATE UNIT RATE, PER FT BASIS(SUPPLY AND INSTALLATION) AGAINST ABOVE ITEMS, IN THE EVENT THE ACTUAL LENGTH EXCEEDS THE LENGTHS SPECIFIED ABOVE

CONTRACTOR TO ALLOW FOR FIRE STOPPING FOR ALL NEW PIPES, CONDUITS PENETRATING THROUGH ANY FIRE RATED WALLS, FLOORS FOR THE SAME REASON TO MAINTAIN THE FIRE RATING INTEGRITY OF THE BUILDING IN THEIR TENDER PRICE. NO ADDITIONAL CLAIM ON THIS ACCOUNT SHALL BE ACCEPTED(TYPICAL)

PLUMBING FIXTURE SCHEDULE

WC TOILET - FLOOR MOUNTED WITH FLOOR OUTLET
AMERICAN STANDARD AMERICAN STANDARD 215CA104.020 TOILET - CADET® PRO™, TANK TYPE TOILET, FLOOR MOUNTED WITH FLOOR OUTLET, HIGH EFFICIENCY HET 4.8 LPP (1.28 GPF), WHITE FINISH VITREOUS CHINA, EVERCLEAN® ANTIMICROBIAL SURFACE, ELONGATED BOWL, 381 MM (15") RIM HEIGHT, MINIMUM 305 MM (12") ROUGH-IN FROM WALL TO THE CENTER OF WASTE OUTLET, SIPHON JET FLUSH ACTION, MANUAL, POLISHED CHROME LEFT-HAND TRIP LEVER (7881231-200.0020A), TANK NOT LINED, WITHOUT TANK COVER LOCKING DEVICE, GRAVITY-ASSISTED FLUSH, CADET® FLUSHING SYSTEM, 76 MM (3") FLUSH VALVE, TANK COUPLING COMPONENTS, 229 X 203 MM (9" X 8") WATER SURFACE AREA, FULLY-GLAZED 54 MM (2-1/8") TRAPWAY, POWERWASH™ RIM SCRUBS BOWL WITH PRESSURIZED WATER EVERY FLUSH, INCLUDES EZ-INSTALL TOOLS, TRADE EXCLUSIVE TANK, TOILET SEAT NOT INCLUDED, COLOUR-MATCHED BOLT CAPS, 441 MM (17-3/8") WIDE, 765 MM (30-1/8") FROM FINISHED WALL, 733 MM (28-7/8") HIGH, COMPLIANCES: ASME A112.19.2 COMPLIANT, CSA B45.1 COMPLIANT, EPA WATERSENSE® COMPLIANT.

CENTOCO 500STSCFE-001 SEAT - FAST-N-LOCK, FOR ELONGATED BOWL, OPEN FRONT, HEAVY-DUTY, FOR COMMERCIAL APPLICATIONS, POLYPROPYLENE, TOILET SEAT, LESS SEAT COVER, PLASTIC COMMERCIAL CHECK HINGES, AND STAINLESS STEEL HINGE PIN, SPECIFIED IN WHITE FINISH, FAST-N-LOCK MOUNTING SYSTEM TAKES THE GUESS WORK OUT WHEN TIGHTENING THE HARDWARE. THE SPECIALLY DESIGNED FASTENERS IN CLICK" WHEN THE APPROPRIATE TORQUE IS REACHED, THE BOLT AND NUT MATERIAL SHALL BE STAINLESS STEEL, DIMENSIONS:25 MM (1") HIGH, 473 MM (18-5/8") LONG, 371 MM (14-5/8") WIDE

MCGUIRE LFBV172 SUPPLY - LEAD FREE, WITH CHROME-PLATED FINISH, CONVERTIBLE QUARTER-TURN SUPPLY, TOILET, TWO 13 MM (1/2") COPPER SWEAT X 10 MM (3/8") OUTER Ø BRASS BALL VALVE CONNECTION, 2 DEEP BELL FLANGE, CONVERTIBLE LOOSE KEY HANDLE, EXTENSION IS 127 MM (5") LENGTH, 304 MM (12") COPPER FLEXIBLE RISERS.

LAVATORY FAUCET
SLOAN OPTIMA SENSOR FAUCET ETF-600, HARDWIRED-POWERED DECK-MOUNTED LOW INTEGRATED, OR
AUTOMATIC NO-TOUCH OPTIONAL HARDWIRED POWER (BATTERY AS A BACK-UP), 24 VAC POWER HARNESS CONNECTOR SUPPLIED
LAVATORY FAUCETSLOAN EBF-650-BAT-TEE-CP-0.5GPM-MLM-IR-FCF FAUCET - OPTIMA6, COUNTER MOUNTED, AUTOMATIC NO-TOUCH, OPTIONAL HARDWIRED POWER (BATTERY AS A BACK-UP), 24 VAC POWER HARNESS CONNECTOR SUPPLIED, LAVATORY FAUCET POLISHED CHROME FINISH, 102 MM (4") CENTERSET, BRASS SPOUT, 1.9 LPM (0.5 GPM) MAXIMUM FLOWRATE, MULTI-LAMINAR SPRAY OUTLET, FIXED FIXED SPOUT, 116 MM (4-9/16") SPOUT REACH, 92 MM (3-5/8") HIGH, SELF-ADAPTING INFRARED SENSOR, DUAL INLET FILTER ASSEMBLY WITH 9.5 MM (3/8") COMPRESSION BRASS CAP FOR TEMPERED WATER INCLUDED, WIRELESS BLUETOOTH STATUS VIEW, SETTING ADJUSTMENT AND DIAGNOSTIC VIA SLOAN CONNECT APP. © INTEGRAL WATER SUPPLY SHUT OFF.

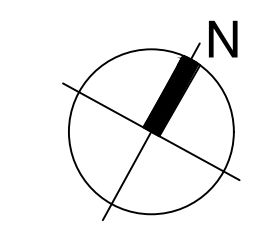
SLOAN SFP-35-A FAUCET AND FLUSH VALVE POWER KIT - FOR FAUCET
MCGUIRE LFBV170 SUPPLY - CONVERTIBLE™ COMMERCIAL FAUCET SUPPLY KIT, CONSISTING OF (2) STOP VALVES, (2) RISERS, (2) FLANGES (STANDARD), LEAD FREE CHROME-PLATED FINISH BRASS BODY, 138 - 862 KPA (20 - 125 PSI) OPERATING PRESSURE, 4 TO 60 °C (40 TO 140 °F) OPERATING TEMPERATURE, CONVERTIBLE LOOSE KEY TRIANGLE HANDLE, QUARTER TURN BALL VALVE, ANGLE STOP, C.P. WROUGHT STEEL DEEP BELL WALL FLANGE (STANDARD), C.P. PREFABRICATED 127 MM (5") COPPER SWEAT TUBE EXTENSION NIPPLE, 305 MM (12") C.P. LAVATORY FLEXIBLE COPPER RISER TUBES (STANDARD), 13 MM (1/2") SWEAT INLET X 10 MM (3/8") O.D. OUTLET, 82 °C (180 °F) MAXIMUM DURING HIGH-TEMPERATURE SYSTEM FLUSH, AB 100 COMPLIANT, ASME A112.18.1 COMPLIANT, ASME A112.18.2-2 (RISERS), CSA B125.2 COMPLIANT (RISERS), CERTIFIED TO NSF/ANSI 372, CERTIFIED TO NSF/ANSI 61, UPC COMPLIANT.

TRAP SEAL PRIMER-TRAP SEAL PRIMER-P.P.P. #RP01-500 TRAP SEAL PRIMER - LEAD-FREE BRASS BODY FLOW SENSING ACTIVATION WITH MINIMUM FLOW RATE OF 0.5 GPM AT 20 PSIG, 1/2" (13 MM) DIAMETER CONNECTION EQUIPPED WITH VACUUM BREAKER PORTS AND INTERNAL BACKFLOW PROTECTION

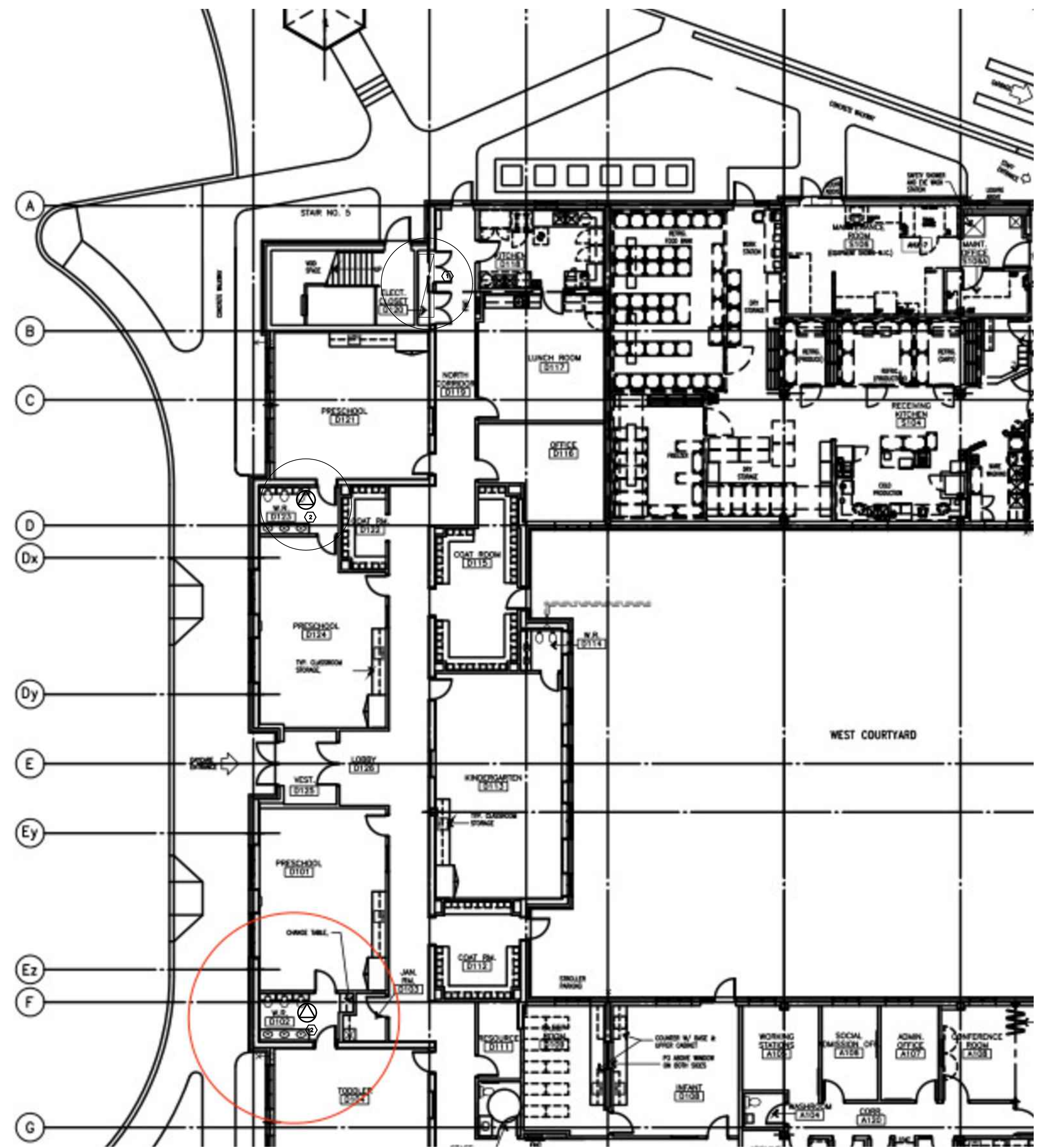
NO.	REVISIONS	DATE	BY
3	ISSUED FOR PERMIT & TENDER	08/26/2024	
2	ISSUED FOR 100% REVIEW	07/29/2024	
1	ISSUED FOR 70% REVIEW	02/05/2024	



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Web: www.rpj-engineering.com



POST INN VILLAGE, PARKVIEW CHILDRENS CENTRE REPLACEMENTS OF TOILETS & FAUCETS 203 GEORGIAN DRIVE, ORAVILLE, ON	PROJECT NO. DATE: APRIL 2024
	SCALE: AS SHOWN
DRAWN BY: B.X. CHECKED BY: J.D.	ISSUE DATE:
DRAWING TITLE: PLUMBING - DEMOLITION & CONSTRUCTION PLAN, CHILDREN'S WASHROOM - 2	DRAWING NO. M-102



- ELECTRICAL DRAWING NOTES**
- EXISTING 'FEDERAL PIONEER', 225A, 120/208V, 3P, 4W, 42 CCT ELECTRICAL PANEL 'RP-A' FED FROM 100A POWER SOURCE IN PANEL 'SP-2' TO REMAIN. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR CHECKING IF CIRCUIT #39 & #41 ARE SPARE 15A/1P CIRCUIT BREAKER WHICH CAN BE USED TO FEED THE 'SLOAN' 120/24VAC TRANSFORMER IN THE WASHROOM FOR THE NEW MOTION SENSOR FAUCETS. REPORT TO THE ENGINEER IMMEDIATELY IF DISCREPANCIES ARE FOUND ON SITE.
 - PROVIDE A 15A, 120V, 1 Ø DIRECT CONNECTION IN THE CEILING SPACE OF WASHROOM D102 & D123 TO FEED THE NEW 'SLOAN' 120/24VAC TRANSFORMER WHICH IS CAPABLE TO FEED 3Ø MOTION SENSOR FAUCETS. FEED THIS TRANSFORMER FROM SPARE CIRCUIT BREAKER IN EXISTING ELECTRICAL PANEL 'RP-A'. PROVIDE #12 AWG RW90 PLUS #12 AWG COPPER GROUND CONDUCTOR IN ¾" CONDUIT FROM PANEL 'RP-A' TO THE DIRECT CONNECTION. EXACT ROUTING OF CABLE FEEDER TO BE DETERMINED ON SITE. COORDINATE WITH MECHANICAL CONTRACTOR FOR THE LOCATION OF TRANSFORMER. ALL THE LOW VOLTAGE CABLING FROM THE TRANSFORMER TO THE MOTION SENSOR FAUCETS TO BE PROVIDED BY MECHANICAL CONTRACTOR.

SPECIAL NOTES

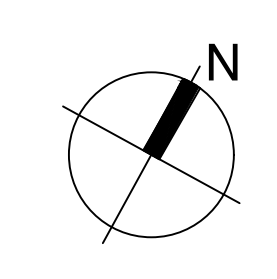
LOW VOLTAGE CABLING FROM THE TRANSFORMER TO THE FAUCETS WILL BE PROVIDED BY MECHANICAL CONTRACTOR. CONTRACTOR TO ENGAGE A LICENSED ELECTRICAL TECHNICIAN FOR ALL ELECTRICAL WORK AND PROVIDE ESA CERTIFICATE

1 ELECTRICAL NEW WORK
SCALE = N.T.S.

3	ISSUED FOR PERMIT & TENDER	08/26/2024
2	ISSUED FOR 100% REVIEW	07/29/2024
1	ISSUED FOR 70% REVIEW	02/05/2024



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POST INN VILLAGE, PARKVIEW CHILDREN'S CENTRE REPLACEMENTS OF TOILETS & FAUCETS		PROJECT NO.	DATE: APRIL 2024
203 GEORGIAN DRIVE, ORANVILLE, ON		DRAWN BY: B.X.	SCALE: AS SHOWN
DRAWING TITLE: ELECTRICAL PLAN		CHECKED BY: J.D.	ISSUE DATE:
		DRAWING NO.	E-100

APPENDIX C



Asbestos Assessment

PIV The Village School
203 Georgian Drive, Oakville,
Ontario L6H 7H9

Prepared for:

Halton Region
1151 Bronte Road
Oakville, Ontario, L6M 3L1

July 18, 2023

Pinchin File: 320580.001



Asbestos Assessment

PIV The Village School, 203 Georgian Drive, Oakville, Ontario L6H 7H9
Halton Region

July 18, 2023
Pinchin File: 320580.001

Issued to: Halton Region
Issued on: July 18, 2023
Pinchin File: 320580.001
Issuing Office: Hamilton, ON

A handwritten signature in black ink, appearing to read "A. LoDuca".

Author:

Anthony LoDuca
Project Technologist
365.336.3156
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A handwritten signature in black ink, appearing to read "Leslie Heywood".

Reviewer:

Leslie Heywood, BEng Mgt
Senior Project Manager, Regional Practice Leader
289.237.4294
lheywood@pinchin.com

**Asbestos Assessment**

PIV The Village School, 203 Georgian Drive, Oakville, Ontario L6H 7H9
Halton Region

July 18, 2023

Pinchin File: 320580.001

EXECUTIVE SUMMARY

Halton Region (Client) retained Pinchin Ltd. (Pinchin) to conduct an asbestos building materials assessment of PIV The Village School located at 203 Georgian Drive, Oakville, Ontario L6H 7H9. The assessment was performed on May 3, 2023.

The objectives of the assessment were to document the locations of asbestos-containing building materials, evaluate their condition and develop corrective action plans as required for the purposes of long-term management. The results of this assessment are not intended for construction, renovation, demolition or project tendering purposes.

The assessed area was limited to the part of the building, which consisted of the childcare centre only, as shown on the drawings in Appendix I.

SUMMARY OF FINDINGS

Asbestos-containing materials (ACM) were not found during this assessment.

SUMMARY OF RECOMMENDATIONS

The following is a summary of significant recommendations; refer to the body of the report for detailed recommendations:

1. Perform a pre-construction assessment and remove all ACM prior to alteration or maintenance work if ACM may be disturbed by the work.
2. Sample any presumed ACM if presumed ACM may be disturbed by any planned work.

This Executive Summary is subject to the same standard limitations as contained in the report and must be read in conjunction with the entire report.

**Asbestos Assessment**

PIV The Village School, 203 Georgian Drive, Oakville, Ontario L6H 7H9
Halton Region

July 18, 2023

Pinchin File: 320580.001

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APPENDICES

APPENDIX I	Drawings
APPENDIX II	Asbestos Analytical Certificates
APPENDIX III	Methodology
APPENDIX IV	Location Summary Report
APPENDIX V	Asbestos Material Summary Report / Sample Log
APPENDIX VI	HMIS Data Report



Asbestos Assessment

PIV The Village School, 203 Georgian Drive, Oakville, Ontario L6H 7H9
Halton Region

July 18, 2023

Pinchin File: 320580.001

1.0 INTRODUCTION AND SCOPE

Halton Region (Client) retained Pinchin Ltd. (Pinchin) to conduct an asbestos building materials assessment of PIV The Village School located at 203 Georgian Drive, Oakville, Ontario L6H 7H9.

Pinchin performed the assessment on May 3, 2023. The surveyor was accompanied by a representative of the Client during the assessment. The assessed area was occupied at the time of the assessment.

The objectives of the assessment were to document the locations of asbestos-containing building materials, evaluate their condition and develop corrective action plans as required. This assessment is only to be used for the purposes of long-term management and routine maintenance. The results of this assessment are not to be used for construction, renovation, demolition, or project tendering purposes.

1.1 Scope of Assessment

The assessment was performed to establish the location and type of asbestos building materials incorporated in the structure(s) and its finishes. The **assessed area** consisted of all parts of the childcare centre section of the building, excluding the building exterior (e.g., exterior cladding and roof).

2.0 METHODOLOGY

Pinchin conducted a room-by-room assessment (rooms, corridors, service areas, etc.) to identify the asbestos-containing building materials as defined in the scope.

The assessment was limited to non-intrusive testing. Concealed spaces such as those above solid ceilings and within shafts and pipe chases were accessed via existing access panels only. Demolition of walls, solid ceilings, structural items, interior finishes or exterior building finishes, to determine the presence of concealed materials was not conducted.

Demolition of masonry block walls (core holes) was not conducted to investigate for loose fill vermiculite insulation. Sampling of roofing materials was not conducted.

For further details on the methodology including test methods, refer to Appendix III.

3.0 BACKGROUND INFORMATION

3.1 Building Description

Description Item	Details
Use	Childcare Centre
Number of Floors	The building is one storey.
Total Area	The total area of the building is 5,629 square feet.

**Asbestos Assessment**

PIV The Village School, 203 Georgian Drive, Oakville, Ontario L6H 7H9
Halton Region

July 18, 2023

Pinchin File: 320580.001

Description Item	Details
Year of Construction	The building was constructed in 2004.

4.0 FINDINGS

The following section summarizes the findings of the assessment and provides a general description of the asbestos-containing materials (ACM) identified and their locations. For details on approximate quantities, condition, friability, accessibility and locations of asbestos materials; refer to the Asbestos Material Summary Report and All Data Report in Appendices V and VI.

4.1 Pipe Insulation

Pipes are either not insulated or insulated with fibreglass.

4.2 Duct Insulation

Ducts are either uninsulated or insulated with non-asbestos fibreglass (foil-faced or canvas).

4.3 Mechanical Equipment Insulation

Mechanical equipment (i.e., HVAC unit, fan unit, domestic hot water tank) is uninsulated.

4.4 Acoustic Ceiling Tiles

Acoustic ceiling tiles are present in the assessed area, as follows:

Size, Type, Pattern	Sample Locations	Sample Number or Date Code	Asbestos Type
24"x24", lay-in, pinhole, photo 1	Corridor/Vestibule (Location 1) Lunchroom (Location 3) Staff Lounge (Location 18)	S0002A-C	None detected
24"x48", lay-in, pinhole with fleck, photo 2	Kitchen (Location 2)	S0004A-C	None detected
24"x24", lay-in, flat	Washroom 1 (Location 6)	S0007A-C	None detected



Asbestos Assessment

PIV The Village School, 203 Georgian Drive, Oakville, Ontario L6H 7H9
Halton Region

July 18, 2023

Pinchin File: 320580.001



Photo 1

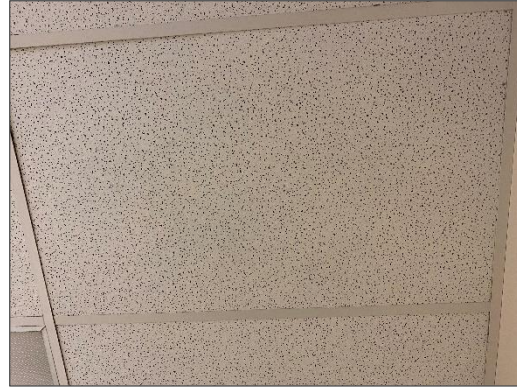


Photo 2

4.5 Drywall Joint Compound

Drywall joint compound present on wall and ceiling finishes throughout the assessed area does not contain asbestos (samples S0001A-G, photos 1 and 2).

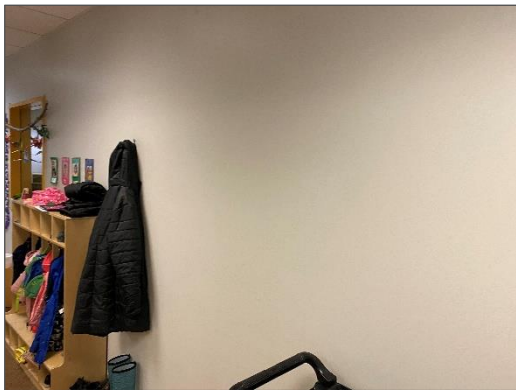


Photo 1



Photo 2

4.6 Vinyl Sheet Flooring

Vinyl sheet flooring is present as follows:

Pattern, Colour and Photo Number	Sample Locations	Sample Number	Asbestos Type	Asbestos Type (Adhesive)
Blue with dark specks, photo 1	Kitchen (Location 2)	S0005A-C	None detected	None detected



Asbestos Assessment

PIV The Village School, 203 Georgian Drive, Oakville, Ontario L6H 7H9
Halton Region

July 18, 2023

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Photo 1

4.7 Vinyl Floor Tiles and Baseboards

Vinyl floor products are present as follows:

Size, Pattern, Colour	Sample Locations	Sample Number	Asbestos Type (tile)	Asbestos Type (mastic)
12"x12", beige with white fleck, photo 1	Janitor's Closet (Location 15)	S0008A-C	None detected	None detected
4", baseboard, photo 2	Corridor/Vestibule (Location 1) Coatroom 1 (Location 9) Toddler Room 2 (Location 20)	S0009A-C	None detected	None detected

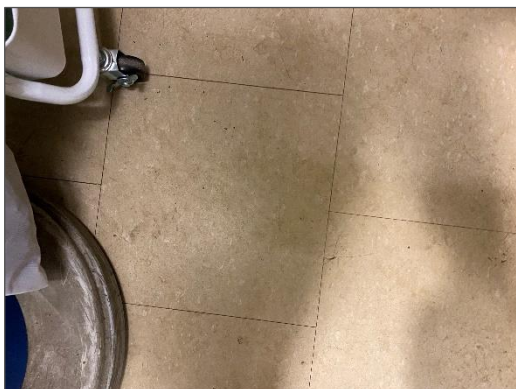


Photo 1

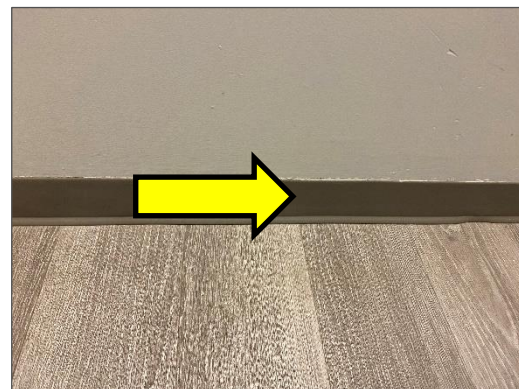


Photo 2

4.8 Caulking

The following table presents a summary of caulking, sealants and putties present:

**Asbestos Assessment**

PIV The Village School, 203 Georgian Drive, Oakville, Ontario L6H 7H9
Halton Region

July 18, 2023

Pinchin File: 320580.001

Material and Colour	Application	Sample Locations	Sample Number	Asbestos Type
Butyl sealant, photo 1	Window Frames	Corridor/Vestibule (Location 1) Sleep Room (Location 22)	S0003A-C	None detected



Photo 1

4.9 Other Building Materials

The following is a summary of other materials sampled, for a complete list of locations, refer to Appendix V.

Description	Sample Location (Location #)	Sample Number	Asbestos
White sink mastic, photo 1	Lunchroom (Location 3) Preschool 1 (Location 5) Kindergarten 1 (Location 10)	S0006A-C	None detected

**Asbestos Assessment**

PIV The Village School, 203 Georgian Drive, Oakville, Ontario L6H 7H9
Halton Region

July 18, 2023

Pinchin File: 320580.001



Photo 1

4.10 Excluded Asbestos Materials

The following is a list of materials which may contain asbestos and was excluded from the assessment. These materials are presumed to contain asbestos until otherwise proven by sampling and analysis:

- Roofing felts and tar, mastics
- Electrical components
- Vermiculite
- Caulking and putties
- Fire resistant doors
- Metal clad finishes (Galbestos)
- Vibration dampers on HVAC equipment
- Ropes and gaskets in cast-iron bell and spigot joints
- Sealants on pipe threads

5.0 RECOMMENDATIONS**5.1 General**

Perform a detailed intrusive assessment prior to building renovation or demolition operations. The assessment should include destructive testing (e.g., coring and/or removal of building finishes and components), and other hazardous materials (lead, mercury, PCBs, mould, etc.) and materials not tested in this study (e.g., roofing materials, caulking, mastics).

5.2 Remedial Work

No remedial work is recommended.



Asbestos Assessment

PIV The Village School, 203 Georgian Drive, Oakville, Ontario L6H 7H9
Halton Region

July 18, 2023

Pinchin File: 320580.001

5.3 On-going Management and Maintenance

The following recommendations are made regarding on-going management and maintenance work involving the asbestos materials identified.

5.3.1 Asbestos

Sample any presumed asbestos-containing materials (ACM) prior to alteration or maintenance work if presumed ACM may be disturbed by the work.

6.0 TERMS AND LIMITATIONS

This work was performed subject to the Terms and Limitations presented or referenced in the proposal for this project.

Information provided by Pinchin is intended for Client use only. Pinchin will not provide results or information to any party unless disclosure by Pinchin is required by law. Any use by a third party of reports or documents authored by Pinchin or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages suffered by any third party as a result of decisions made or actions conducted. No other warranties are implied or expressed.

7.0 REFERENCES

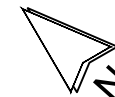
The following legislation and documents were referenced in completing the assessment and this report:

1. Asbestos on Construction Projects and in Buildings and Repair Operations, Ontario Regulation 278/05.
2. Designated Substances, Ontario Regulation 490/09.
3. Ministry of the Environment Regulation, R.R.O. 1990 Reg. 347 as amended.

\\pinchin.com\ham\Job\320000s\0320580.000 HALTON,Various2023Projects,HAZ,CONS\0320580.001 HALTON,VariousSites&Facilities,HAZ,ASSMT\Deliverables\21_PIV The Village School\Deliverables\320580.001 ACM Report 203 Georgian Drive HALTON July 18 2023.docx

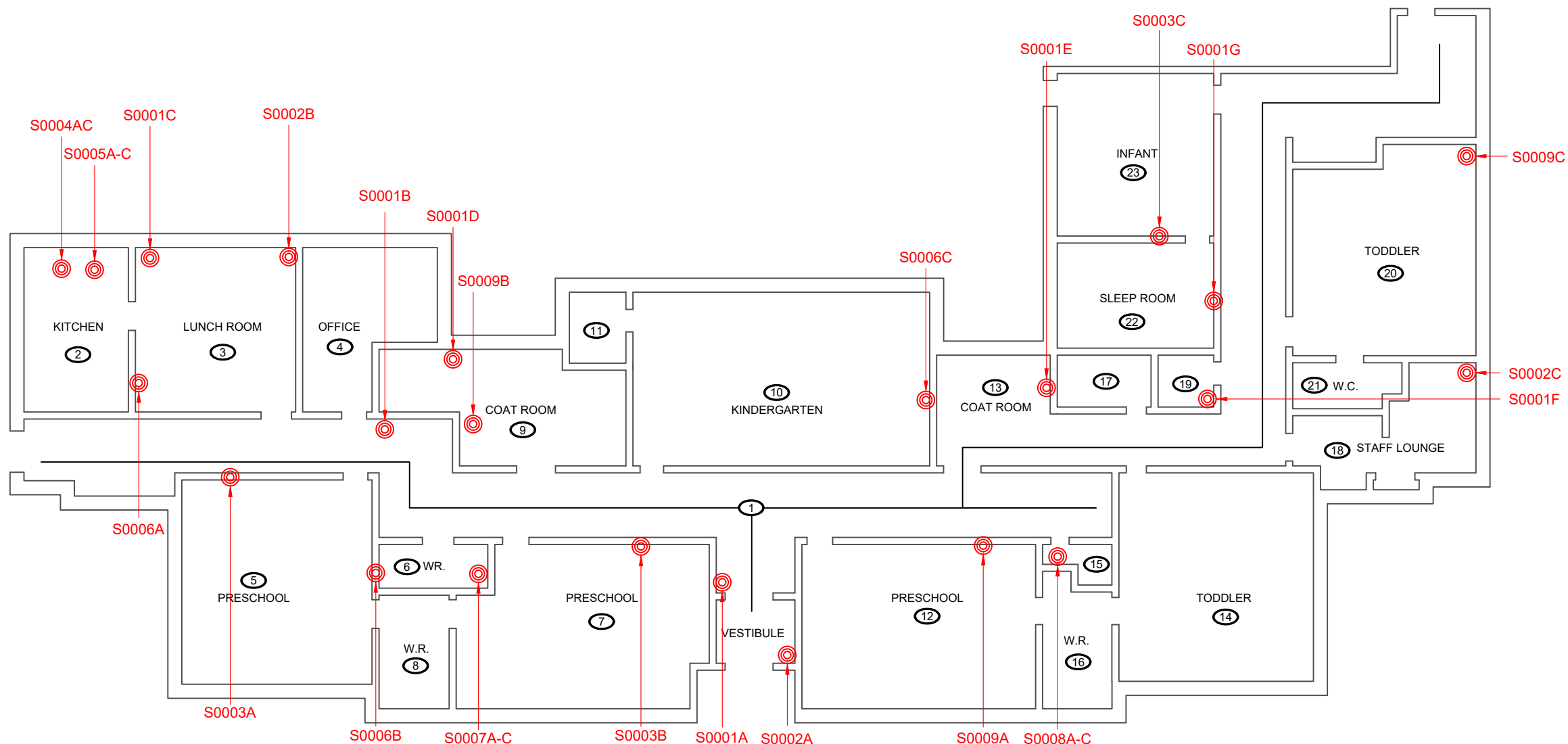
Template: Master Report for Asbestos Assessment, HAZ, July 29, 2021

APPENDIX I
Drawings



LEGEND

- X PINCHIN LOCATION NUMBER
- ⊙ ASBESTOS BULK SAMPLE



NOT ALL KNOWN OR SUSPECTED ASBESTOS-CONTAINING BUILDING MATERIALS MAY BE DEPICTED ON THE DRAWING. REFER TO THE ASBESTOS ASSESSMENT REPORT FOR A COMPLETE LIST OF KNOWN AND SUSPECTED ASBESTOS-CONTAINING BUILDING MATERIALS.

LEGEND IS COLOUR DEPENDENT. NON-COLOUR COPIES MAY ALTER INTERPRETATION.



PROJECT NAME:
ASBESTOS ASSESSMENT

CLIENT NAME:
HALTON

PROJECT LOCATION:
**203 GEORGIAN DR
OAKVILLE, ON**

FIGURE NAME:
GROUND FLOOR

PROJECT NUMBER: 320580.001	SCALE: NOT TO SCALE
--------------------------------------	-------------------------------

DRAWN BY: NM	REVIEWED BY: PINCHIN LTD.
------------------------	-------------------------------------

DATE: JULY 2023	FIGURE NUMBER: 1 OF 1
---------------------------	---------------------------------

APPENDIX II
Asbestos Analytical Certificates



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E



Customer: Pinchin Ltd.
6-875 Main St West, Suite 200
Hamilton, ON L8S 4R9

Attn: Anthony LoDuca
Leslie Heywood

Lab Order ID: 10022694

Analysis: PLM

Date Received: 05/04/2023

Date Reported: 05/11/2023

Date Amended: 05/26/2023

Project: Halton Building 21

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0001A	Ceiling,Drywall And Joint Compound,Loc:1,Corridor/Vestibule	None Detected		100% Other	White Non-Fibrous Homogeneous
10022694_0001					Crushed
S0001B	Wall,Drywall And Joint Compound,Loc:1,Corridor/Vestibule	None Detected		100% Other	White Non-Fibrous Homogeneous
10022694_0002					Crushed
S0001C	Wall,Drywall And Joint Compound,Loc:3,Lunchroom	None Detected		100% Other	White Non-Fibrous Homogeneous
10022694_0003					Crushed
S0001D	Ceiling,Drywall And Joint Compound,Loc:9,Coatroom 1	None Detected		100% Other	White Non-Fibrous Homogeneous
10022694_0004					Crushed
S0001E	Wall,Drywall And Joint Compound,Loc:13,Coatroom 2	None Detected		100% Other	White Non-Fibrous Homogeneous
10022694_0005					Crushed
S0001F	Wall,Drywall And Joint Compound,Loc:19,Staff Washroom	None Detected		100% Other	White Non-Fibrous Homogeneous
10022694_0006					Crushed
S0001G	Wall,Drywall And Joint Compound,Loc:22,Sleep Room	None Detected		100% Other	White Non-Fibrous Homogeneous
10022694_0007					Crushed
S0002A	Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x24 Pinhole,Loc:1,Corridor/Vestibule	None Detected	60% Cellulose 10% Fiber Glass	30% Other	Gray Fibrous Homogeneous
10022694_0008					Ashed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Yanelis Delgado (40)

Analyst

Approved Signatory

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E



Customer: Pinchin Ltd.
6-875 Main St West, Suite 200
Hamilton, ON L8S 4R9

Attn: Anthony LoDuca
Leslie Heywood

Lab Order ID: 10022694
Analysis: PLM
Date Received: 05/04/2023
Date Reported: 05/11/2023
Date Amended: 05/26/2023

Project: Halton Building 21

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0002B	Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x48 Pinhole,Loc:3,Lunchroom	None Detected	60% Cellulose 10% Fiber Glass	30% Other	Gray Fibrous Homogeneous
10022694_0009					Ashed
S0002C	Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x48 Pinhole,Loc:18,Staff Lounge	None Detected	60% Cellulose 10% Fiber Glass	30% Other	Gray Fibrous Homogeneous
10022694_0010					Ashed
S0003A	Window,Caulking,Butyl Sealant,Loc:1,Corridor/Vestibule	None Detected		100% Other	Black Non-Fibrous Homogeneous
10022694_0011					Ashed
S0003B	Window,Caulking,Butyl Sealant,Loc:1,Corridor/Vestibule	None Detected		100% Other	Black Non-Fibrous Homogeneous
10022694_0012					Ashed
S0003C	Window,Caulking,Butyl Sealant,Loc:22,Sleep Room	None Detected		100% Other	Black Non-Fibrous Homogeneous
10022694_0013					Ashed
S0004A	Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x48 Pinhole With Fleck,Loc:2,Kitchen	None Detected	80% Fiber Glass	20% Other	Gray Fibrous Homogeneous
10022694_0014					Teased
S0004B	Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x48 Pinhole With Fleck,Loc:2,Kitchen	None Detected	80% Fiber Glass	20% Other	Gray Fibrous Homogeneous
10022694_0015					Teased
S0004C	Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x48 Pinhole With Fleck,Loc:2,Kitchen	None Detected	80% Fiber Glass	20% Other	Gray Fibrous Homogeneous
10022694_0016					Teased

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Yanelis Delgado (40)

Analyst

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Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E



Customer: Pinchin Ltd.
6-875 Main St West, Suite 200
Hamilton, ON L8S 4R9

Attn: Anthony LoDuca
Leslie Heywood

Lab Order ID: 10022694

Analysis: PLM

Date Received: 05/04/2023

Date Reported: 05/11/2023

Date Amended: 05/26/2023

Project: Halton Building 21

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0005A - A	Floor, Vinyl Sheet Flooring, Blue With Dark Specks, Loc:2, Kitchen	None Detected	5% Fiber Glass	95% Other	Gray Non-Fibrous Homogeneous
10022694_0017	vinyl				Ashed
S0005A - B	Floor, Vinyl Sheet Flooring, Blue With Dark Specks, Loc:2, Kitchen	None Detected		100% Other	Yellow Non-Fibrous Homogeneous
10022694_0032	mastic				Dissolved
S0005B - A	Floor, Vinyl Sheet Flooring, Blue With Dark Specks, Loc:2, Kitchen	None Detected	5% Fiber Glass	95% Other	Gray Non-Fibrous Homogeneous
10022694_0018	vinyl				Ashed
S0005B - B	Floor, Vinyl Sheet Flooring, Blue With Dark Specks, Loc:2, Kitchen	None Detected		100% Other	Yellow Non-Fibrous Homogeneous
10022694_0033	mastic				Dissolved
S0005C - A	Floor, Vinyl Sheet Flooring, Blue With Dark Specks, Loc:2, Kitchen	None Detected	5% Fiber Glass	95% Other	Gray Non-Fibrous Homogeneous
10022694_0019	vinyl				Ashed
S0005C - B	Floor, Vinyl Sheet Flooring, Blue With Dark Specks, Loc:2, Kitchen	None Detected		100% Other	Yellow Non-Fibrous Homogeneous
10022694_0034	mastic				Dissolved
S0006A	Sink, Mastic, White, Loc:3, Lunchroom	None Detected	5% Cellulose	95% Other	Cream Non-Fibrous Homogeneous
10022694_0020					Ashed
S0006B	Sink, Mastic, White, Loc:5, Preschool 1	None Detected	5% Cellulose	95% Other	Cream Non-Fibrous Homogeneous
10022694_0021					Ashed

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Yanelis Delgado (40)

Analyst

Approved Signatory

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E



Customer: Pinchin Ltd.
6-875 Main St West, Suite 200
Hamilton, ON L8S 4R9

Attn: Anthony LoDuca
Leslie Heywood

Lab Order ID: 10022694

Analysis: PLM

Date Received: 05/04/2023

Date Reported: 05/11/2023

Date Amended: 05/26/2023

Project: Halton Building 21

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0006C	Sink,Mastic, White,Loc:10,Kindergarten 1	None Detected	5% Cellulose	95% Other	Cream Non-Fibrous Homogeneous
10022694_0022					Ashed
S0007A	Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x24 Flat,Loc:6,Washroom 1	None Detected	40% Cellulose 20% Fiber Glass	40% Other	Gray Fibrous Homogeneous
10022694_0023					Ashed
S0007B	Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x24 Flat,Loc:6,Washroom 1	None Detected	40% Cellulose 20% Fiber Glass	40% Other	Gray Fibrous Homogeneous
10022694_0024					Ashed
S0007C	Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x24 Flat,Loc:6,Washroom 1	None Detected	40% Cellulose 20% Fiber Glass	40% Other	Gray Fibrous Homogeneous
10022694_0025					Ashed
S0008A - A	Floor,Vinyl Floor Tile And Mastic,12x12 Beige With White Fleck,Loc:15,Janitors Closet	None Detected		100% Other	Tan Non-Fibrous Homogeneous
10022694_0026	tile				Dissolved
S0008A - B	Floor,Vinyl Floor Tile And Mastic,12x12 Beige With White Fleck,Loc:15,Janitors Closet	None Detected		100% Other	Yellow, Gray Non-Fibrous Heterogeneous
10022694_0035	mastic/leveling compound				Dissolved, Crushed
S0008B - A	Floor,Vinyl Floor Tile And Mastic,12x12 Beige With White Fleck,Loc:15,Janitors Closet	None Detected		100% Other	Tan Non-Fibrous Homogeneous
10022694_0027	tile				Dissolved
S0008B - B	Floor,Vinyl Floor Tile And Mastic,12x12 Beige With White Fleck,Loc:15,Janitors Closet	None Detected		100% Other	Yellow, Gray Non-Fibrous Heterogeneous
10022694_0036	mastic/leveling compound				Crushed, Dissolved

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Yanelis Delgado (40)

Analyst

Approved Signatory

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E



Customer: Pinchin Ltd.
6-875 Main St West, Suite 200
Hamilton, ON L8S 4R9

Attn: Anthony LoDuca
Leslie Heywood

Lab Order ID: 10022694

Analysis: PLM

Date Received: 05/04/2023

Date Reported: 05/11/2023

Date Amended: 05/26/2023

Project: Halton Building 21

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
S0008C - A	Floor, Vinyl Floor Tile And Mastic, 12x12 Beige With White Fleck, Loc: 15, Janitors Closet	None Detected		100% Other	Tan Non-Fibrous Homogeneous
10022694_0028	tile - ashed				Ashed
S0008C - B	Floor, Vinyl Floor Tile And Mastic, 12x12 Beige With White Fleck, Loc: 15, Janitors Closet	None Detected		100% Other	Yellow, Gray Non-Fibrous Heterogeneous
10022694_0037	mastic/leveling compound				Crushed, Dissolved
S0009A - A	Base, Mastic, Baseboard Mastic, Loc: 1, Corridor/Vestibule	None Detected		100% Other	Gray Non-Fibrous Homogeneous
10022694_0029	baseboard				Ashed
S0009A - B	Base, Mastic, Baseboard Mastic, Loc: 1, Corridor/Vestibule	None Detected		100% Other	Cream Non-Fibrous Homogeneous
10022694_0038	mastic				Ashed
S0009B - A	Base, Mastic, Baseboard Mastic, Loc: 9, Coatroom 1	None Detected		100% Other	Gray Non-Fibrous Homogeneous
10022694_0030	baseboard				Ashed
S0009B - B	Base, Mastic, Baseboard Mastic, Loc: 9, Coatroom 1	None Detected		100% Other	Cream Non-Fibrous Homogeneous
10022694_0039	mastic				Ashed
S0009C - A	Base, Mastic, Baseboard Mastic, Loc: 20, Toddler Room 2	None Detected		100% Other	Gray Non-Fibrous Homogeneous
10022694_0031	baseboard				Ashed
S0009C - B	Base, Mastic, Baseboard Mastic, Loc: 20, Toddler Room 2	None Detected		100% Other	Cream Non-Fibrous Homogeneous
10022694_0040	mastic				Ashed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Yanelis Delgado (40)


Analyst

Approved Signatory


Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888

10022694

Version 1-15-2012

Client:	Pinchin Ltd.	Instructions Use Column "B" for your contact info	
Contact:	Anthony LoDuca/Leslie Heywood		
Address:	ON	To See an Example Click the bottom Example Tab.	Institute
Phone:			
Fax:			
Email:	aloduca@pinchin.com lheywood@pinchin.com	31 Begin Samples with a "<<" above the first sample	4604 Dundas Dr. Greensboro, NC 27407 Phone: 336.292.3888 Fax: 336.292.3313 Email: lab@sailab.com
Project:	Halton Building 15 Stop positive on all samples. Perform ashing on third vinyl floor tile if first two are ND.	and end with a ">>" below the last sample. Only Enter your data on the first sheet "Sheet1"	
Client Notes:		<i>Note: Data 1 and Data 2 are optional fields that do not show up on the official report, however they will be included in the electronic data returned to you to facilitate your reintegration of the report data.</i>	
P.O. #:	320580.001		
Date Submitted:	05-03-2023		
Analysis:	PLM BULK EPA 600		
TurnAroundTime:	6+ Days		

Sample Number	Data 1 (Lab use only)	Sample Description	Data 2 (Lab use only)
<<			
S0001A		Ceiling,Drywall And Joint Compound,Loc:1,Corridor/Vestibule	
S0001B		Wall,Drywall And Joint Compound,Loc:1,Corridor/Vestibule	
S0001C		Wall,Drywall And Joint Compound,Loc:3,Lunchroom	
S0001D		Ceiling,Drywall And Joint Compound,Loc:9,Coatroom 1	
S0001E		Wall,Drywall And Joint Compound,Loc:13,Coatroom 2	
S0001F		Wall,Drywall And Joint Compound,Loc:19,Staff Washroom	
S0001G		Wall,Drywall And Joint Compound,Loc:22,Sleep Room	
S0002A		Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x24 Pinhole,Loc:1,Corridor/Vestibule	
S0002B		Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x48 Pinhole,Loc:3,Lunchroom	
S0002C		Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x48 Pinhole,Loc:18,Staff Lounge	
S0003A		Window,Caulking,Butyl Sealant,Loc:1,Corridor/Vestibule	
S0003B		Window,Caulking,Butyl Sealant,Loc:1,Corridor/Vestibule	
S0003C		Window,Caulking,Butyl Sealant,Loc:22,Sleep Room	
S0004A		Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x48 Pinhole With Fleck,Loc:2,Kitchen	
S0004B		Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x48 Pinhole With Fleck,Loc:2,Kitchen	
S0004C		Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x48 Pinhole With Fleck,Loc:2,Kitchen	
S0005A		Floor,Vinyl Sheet Flooring,Blue With Dark Specks,Loc:2,Kitchen	
S0005B		Floor,Vinyl Sheet Flooring,Blue With Dark Specks,Loc:2,Kitchen	
S0005C		Floor,Vinyl Sheet Flooring,Blue With Dark Specks,Loc:2,Kitchen	
S0006A		Sink,Mastic, White,Loc:3,Lunchroom	
S0006B		Sink,Mastic, White,Loc:5,Preschool 1	
S0006C		Sink,Mastic, White,Loc:10,Kindergarten 1	
S0007A		Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x24 Flat,Loc:6,Washroom 1	
S0007B		Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x24 Flat,Loc:6,Washroom 1	
S0007C		Ceiling,Acoustic Tile,Ceiling Tiles (lay-in),24x24 Flat,Loc:6,Washroom 1	
S0008A		Floor,Vinyl Floor Tile And Mastic,12x12 Beige With White Fleck,Loc:15,Janitors Closet	
S0008B		Floor,Vinyl Floor Tile And Mastic,12x12 Beige With White Fleck,Loc:15,Janitors Closet	
S0008C		Floor,Vinyl Floor Tile And Mastic,12x12 Beige With White Fleck,Loc:15,Janitors Closet	
S0009A		Base,Mastic,Baseboard Mastic,Loc:1,Corridor/Vestibule	
S0009B		Base,Mastic,Baseboard Mastic,Loc:9,Coatroom 1	
S0009C		Base,Mastic,Baseboard Mastic,Loc:20,Toddler Room 2	
>>			

Accepted 
 Rejected 5/4 10:00

APPENDIX III
Methodology



1.0 GENERAL

An inspection was conducted to identify the asbestos-containing materials (ACM) incorporated in the structure and its finishes as defined by the scope of work.

Information regarding the location and condition of ACM encountered and visually estimated quantities were recorded. The locations of any samples collected were recorded on small-scale plans. As-built drawings and previous reports were referenced where provided.

Sample collection was conducted in accordance with our Standard Operating Procedures.

The inspection for asbestos included friable and non-friable asbestos-containing materials (ACM). A friable material is a material that when dry can be crumbled, pulverized or powdered by hand pressure.

A separate set of samples was collected of each type of homogenous material suspected to contain asbestos. A homogenous material is defined by the US EPA as material that is uniform in texture and appearance, was installed at one time, and is unlikely to consist of more than one type or formulation of material. The homogeneous materials were determined by visual examination and available information on the phases of construction and prior renovations.

Samples were collected at a rate that is in compliance with the requirements of local regulations and guidelines. In some cases, manufactured products such as asbestos cement pipe were visually identified without sample confirmation.

The analysis was performed in accordance with Test Method EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials, July 1993.

Analytical results were compared to the following criteria.

Jurisdiction*	Friable	Non-Friable
Ontario	0.5%	0.5%

Where building materials are described in the report as “non-asbestos” or “does not contain asbestos”, this means that either no asbestos was detected by the analytical method utilized in any of the multiple samples or, if detected, it is below the lower limit of an asbestos-containing material in the applicable regulation. Additionally, these terms are used for materials which historically are known to not include asbestos in their manufacturing.

Asbestos materials were evaluated in order to make recommendations regarding remedial work. The priority for remedial action was based on several factors:

- Friability (friable or non-friable);



- Condition (good, fair, poor, debris);
- Accessibility (ranking from accessible to all building users to inaccessible);
- Visibility (whether the material is obscured by other building components).
- Efficiency of the work (for example, if damaged ACM is being removed in an area, it may be most practical to remove all ACM in the area even if it is in good condition).

For a complete description of the Evaluation Criteria and Basis of Recommendations, refer to Annex A.

Template: Methodology for Asbestos Assessment, HAZ, July 22, 2021

METHODOLOGY ANNEX A EVALUATION CRITERIA



1.0 EVALUATION CRITERIA AND BASIS OF RECOMMENDATIONS

The detailed asbestos assessment provides information regarding the location, condition, accessibility and friability of the asbestos-containing materials (ACM). In order to make recommendations for compliance with current regulations, Pinchin developed the following criteria.

2.0 EVALUATION OF CONDITION

2.1 Friable Sprayed or Trowelled Fireproofing, Thermal Insulation and Texture Finishes (Surfacing Materials)

To evaluate the condition of ACM sprayed or trowelled on fireproofing, sprayed or trowelled thermal insulation (non-mechanical), or texture, decorative or acoustic finishes, the following criteria are applied:

Good	Surface of material shows no significant signs of damage, deterioration or delamination. Good condition includes unencapsulated or unpainted fireproofing or texture finishes, where no or limited delamination or damage is observed, or encapsulated fireproofing or texture finishes where the encapsulant or paint has been applied after the damage or fallout occurred.
Poor	A sprayed material that shows signs of significant damage or is significantly delaminating or deteriorating. This may be limited to surface delamination or some portion of the substrate may be exposed.

In Locations where damage exists in isolated areas, both good and poor condition may be applicable. The extent of each condition will be recorded. Fair condition is not utilized in the evaluation of ACM sprayed or trowelled fireproofing, sprayed or trowelled thermal insulation (non-mechanical), or texture, decorative or acoustic finishes.

The evaluation of the above products above ceilings may be limited by the number of observations and by building components such as ducts or full height walls that obstruct the above ceiling observations.

2.2 Friable Mechanical or Thermal System Insulation (TSI)

To evaluate the condition of mechanical insulation on vessels, boilers, breeching, ducts, pipes, fan units, equipment etc. the following criteria are applied:

Good	Insulation is completely covered in jacketing and exhibits no evidence of damage or deterioration. No insulation is exposed. Includes conditions where the jacketing has minor damage (i.e. scuffs or stains), but the jacketing is not penetrated.
Fair	Minor penetrating damage to jacketed insulation (cuts, tears, nicks, deterioration or delamination) or undamaged insulation that has never been jacketed. Insulation is exposed but not showing surface disintegration. The extent of missing insulation ranges from minor to none. Damage can be repaired.



Poor	Original insulation jacket is missing, damaged, deteriorated or delaminated. Insulation is exposed and significant areas have been dislodged. Damage cannot be readily repaired. Includes components where insulation may have been removed incompletely.
-------------	---

The evaluation of mechanical insulation may be limited by the number of observations made and building components such as ducts or full height walls that obstruct observations. It is often not possible to observe each foot of mechanical insulation from all angles.

2.3 Potentially Friable Materials and Miscellaneous Friable Materials

Potentially friable ACM are products that are basically non-friable while in place but have the potential to generate friable dust upon removal or if significantly disturbed without appropriate procedures. These products may become friable if damaged. Potentially friable materials include materials such as acoustic ceiling tiles and plaster. To evaluate the condition of potentially friable materials, the following criteria are applied:

Good	No significant damage or deterioration. Still serving its intended use as a building material or finish.
Fair	Showing signs of some cracking or breakage, but is not deteriorating (e.g. cracked plaster, broken but in place ceiling tile, missing tile or section of plaster etc.). The condition is such that it is still serving its intended use as a building material or finish but may require repair for mainly cosmetic purposes.
Poor	Significant deterioration or breaking apart of the material. Material has deteriorated to the point it is not serving its intended use as building material or finish. Material has deteriorated to a point it has become friable. Normally potentially friable ACM in Poor condition is not repairable and requires at least localized removal and replacement.

2.4 Non-Friable Materials

Non-friable ACM cover a wide range of products with a wide variation in their tendency to release dust or asbestos fibres to the air. Many of these materials, (particularly where the matrix is an unweathered bitumen, asphalt or tar material) do not release fibres except in very unusual circumstances or during significant disturbance (e.g. use of abrasive power tools). Others with a cementitious matrix (asbestos-cement products) can more readily release dust due to abrasion, demolition, weathering, etc. The potential for asbestos release from non-friable ACM is always lower than from friable ACM. To evaluate the condition of non-friable Materials, the following criteria are applied:

Good	No significant damage or deterioration. Still serving its intended use as a building material or finish.
-------------	--



Fair	Showing signs of some cracking or breakage but is not deteriorating (e.g. cracked vinyl floor tile, missing piece of tile or transite, etc.). The condition is such that it is still serving its intended use as a building material or finish but may require repair for mainly cosmetic purposes.
Poor	Significant deterioration or breaking apart of the material to the point at which it cannot be repaired, and it will require at least local removal. Material has deteriorated to the point it is not serving its intended use as building material or finish. Material may have deteriorated to a point where traffic or disturbance may cause it to become friable.

2.5 Evaluation of ACM Debris

The identification of the exact location or presence of debris on the top of ceiling tiles is limited by the number of observations made and the presence of building components such as ducts or full height walls that obstruct observations.

The presence of fallen or dislodged ACM is noted separately from the ACM source and is referred to as Debris. Debris may be friable if from a friable ACM source or a badly deteriorated non-friable ACM source. Debris may also be non-friable (such as fallen pieces of transite sheet or mastic fittings, or broken, dislodged floor tiles).

Debris	Debris may be friable or non-friable but is always identified as debris.
---------------	--

2.6 Evaluation of Presumed Asbestos-Containing Material (PACM)

Presumed asbestos-containing materials (PACM), are building materials that may contain asbestos but were not sampled or analyzed due to inaccessibility or the need to perform destructive testing to obtain a reasonable sample set. Evaluation of these materials is based on the assumption that these PACM are asbestos-containing.

A list of PACM is provided in the report and they are generally not included in the detailed room by room reports. Typically, they are excluded because they are inaccessible or present in very small quantities. If PACM are evaluated, Pinchin uses the criteria that correspond with the type (and friability) of the material listed above.



3.0 EVALUATION OF ACCESSIBILITY

The accessibility of building materials known or suspected of being ACM is rated according to the following criteria:

Access (A)	Common areas of the building within reach of all building users (approximately 8' - 9' from floor or standard ceiling height). Includes other areas where occupant activities may result in disturbance of material that is not normally within reach from floor level, but may be disturbed by common activities (e.g. gymnasiums, workshops, warehouses)
Access (B)	Areas of the building accessed primarily by Maintenance/Caretaking/Janitorial Staff and within reach without use of a ladder. Includes areas within reach in Boiler Rooms, Electrical Rooms, Janitors Closets, Elevator Rooms, Mechanical Rooms, etc. Includes materials within reach from fixed ladders or catwalks, mezzanines, and accessible pipe chases.
Access (C) and Visible	Areas of the building above 8' - 9' where use of a ladder or scaffold is required to reach the ACM. Only includes ACM that are visible to view without the removal or opening of other building components such as ceiling tiles or service access panels. Visible column on HMIS sheets will say YES.
Access (C) and not Visible	Areas of the building above 8' - 9' where use of a ladder or scaffold is required to reach the ACM. Includes ACM that are not visible to view and require the removal of a building component to see, such as ceilings tiles or access panels to view and access. Includes rarely entered crawl spaces, attic spaces, etc. Observations will be limited to the extent visible from the access points. Visible column on HMIS sheets will say NO.
Access (D)	Areas of the building behind inaccessible solid ceiling systems, walls or equipment etc. where demolition of the ceiling, wall or equipment etc. is required to reach the ACM. Material inaccessible due to height or location or is only accessed under unusual situations. Evaluation of condition and extent of ACM is limited or impossible, depending on the surveyor's ability to visually examine materials in Access D.

4.0 ACTION MATRIX AND DEFINITIONS

Pinchin's evaluation of the viability of a specific asbestos control option is based on the consideration of the friability, condition, accessibility and visibility of a material. The logic used is that damaged ACM located in an area frequently accessed by all building occupants is of a higher priority than damaged ACM located in an infrequently accessed service area. The action matrix considers the potential for fibre release (primarily from friable ACM) and the possible concerns from regulatory bodies and many building occupants to all damaged ACM (including non-friable).

In any building with asbestos, many current regulations require an Asbestos Management Program be implemented. Depending on the condition and the accessibility, more active measures such as repair or removal may be recommended. The following matrix provides guidance for recommended Actions in the absence of renovation or demolition. In the event of construction or maintenance activity which will disturb ACM more aggressive control or removal will be required.



4.1 Action Matrix

The following tables outline the action decisions based on the relationship of assessed factors. Table I applies to friable ACM. Table II applies to non-friable ACM.

Table I Decision Matrix for Friable ACM

Access	Condition			Debris
	Good	Fair	Poor	
(A)	Action 5 ¹	Action 5 ²	Action 3	Action 1
(B)	Action 7	Action 6 ³	Action 3	Action 1
(C) Visible	Action 7	Action 6	Action 3	Action 2
(C) Not Visible	Action 7	Action 7	Action 4	Action 2
(D)	Action 7	Action 7	Action 7	Action 7

Table II Decision Matrix for Potentially Friable and Non-Friable ACM

Access	Condition			Debris
	Good	Fair	Poor	
(A)	Action 7	Action 7 ⁴	Action 3	Action 1
(B)	Action 7	Action 7	Action 3	Action 1
(C) Visible	Action 7	Action 7	Action 4	Action 2
(C) Not Visible	Action 7	Action 7	Action 4	Action 2
(D)	Action 7	Action 7	Action 7	Action 7

4.2 Action Definitions

The following are the definitions in the Action Matrix Table presented above:

Action Definitions

Action 1	Clean-Up of ACM Debris Restrict access that is likely to cause a disturbance of the ACM Debris and clean up ACM Debris. Utilize appropriate asbestos precautions.
-----------------	--

¹ If friable ACM in access (A)/Good condition is not proactively removed Action 7 (Manage) is recommended.

² If friable ACM in access (A)/Fair condition is not proactively removed repair is recommended.

³ If friable ACM in access (B)/Fair condition is likely to be disturbed after repair proactive removal is recommended.

⁴ Action 7 is recommended for all non-friable ACM in Fair condition however some clients may wish to repair or take some action primarily for cosmetic reasons



Action Definitions

Action 2	<p>Precautions for Access Which may Disturb ACM Debris</p> <p>Use appropriate means to isolate the debris or to limit entry to the area which may disturb the material. At locations where ACM Debris can remain in place in lieu of removal or clean-up (e.g. Debris on top of ceiling tiles or behind lockable door), Utilize appropriate asbestos precautions to enter the area if this will disturb debris. The precautions will be required until the ACM Debris has been cleaned up.</p>
Action 3	<p>ACM Removal</p> <p>Remove ACM. Utilize asbestos procedures appropriate to the scope of the removal work. Until it is removed, restrict access to the material so it is not disturbed.</p>
Action 4	<p>Precautions for Work Which may Disturb ACM in Poor Condition. Utilize appropriate asbestos precautions if ACM may be disturbed by work on or near ACM. This does not require restricting access to the area, only control of work which may contact or disturb the ACM. Removal is the only viable option if work will disturb ACM.</p>
Action 5	<p>Proactive ACM Removal</p> <p>Remove friable ACM where the presence of friable asbestos in Good condition is not desirable. If friable ACM in Fair condition is not removed, then Repair friable ACM.</p>
Action 6	<p>ACM Repair</p> <p>Repair friable ACM in Fair condition which is not likely to be damaged again or disturbed by normal use of the area or room. Pinchin recommends proactive removal if friable ACM is likely to be damaged or disturbed during normal use of the area or room</p>
Action 7	<p>Asbestos Management Program with Routine Surveillance Implement an Asbestos Management Program, including routine surveillance of ACM. Reassess materials regularly (typically once per year).</p>

Master Template: Methodology Annex A to Appendix I Evaluation Criteria, HAZ, January 10, 2020

APPENDIX IV
Location Summary Report



LOCATIONS LIST



Client: Halton Region

Site: 203 Georgian Drive, Oakville, ON

Building Name: PIV The Village School

Survey Date:

Last Re-Assessment:

Building Phases: A: 2004

Location No.	Name or Description	Area ft ²	Floor No.	Bldg. Phase	Notes
1	Corridor/Vestibule	1258	1	A	
2	Kitchen	217	1	A	
3	Lunchroom	255	1	A	
4	Staffroom	230	1	A	
5	Preschool 1	345	1	A	
6	Washroom 1	110	1	A	
7	Preschool 2	360	1	A	
8	Washroom 2	45	1	A	
9	Coatroom 1	337	1	A	
10	Kindergarten 1	326	1	A	
11	Washroom 3	38	1	A	
12	Preschool 3	325	1	A	
13	Coatroom 2	171	1	A	
14	Toddler Room 1	325	1	A	
15	Janitors Closet	35	1	A	
16	Washroom 4	65	1	A	
17	Office 1	75	1	A	
18	Staff Lounge	175	1	A	
19	Staff Washroom	53	1	A	
20	Toddler Room 2	376	1	A	
21	Washroom 5	25	1	A	
22	Sleep Room	273	1	A	
23	Infant Room	210	1	A	

APPENDIX V

Asbestos Material Summary Report / Sample Log



HAZARDOUS MATERIALS SUMMARY / SAMPLE LOG



1.855.PINCHIN www.pinchin.com

Client:Halton Region

Site: 203 Georgian Drive, Oakville, ON

Building Name: PIV The Village School

Survey Date:

HAZMAT	Sample No	System/Component/Material/Sample Description	Locations	Bldg. Phase	LF	SF	EA	%	Type	Positive	Friability
Asbestos	S0001 ABCDEFG	Ceiling, Wall, Ceiling, Wall Drywall And Joint Compound	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18 19,20,21,22,23	A	0	19484	0	0	None Detected	No	
Asbestos	S0002 ABC	Ceiling Acoustic Tile Ceiling Tiles (lay-in) 24x24 Pinhole	1,3,4,17,18,21	A	0	1625	0	0	None Detected	No	
Asbestos	S0003 ABC	Other Window Caulking Butyl Sealant	1,22	A	10	80	0	0	None Detected	No	
Asbestos	S0004 ABC	Ceiling Acoustic Tile Ceiling Tiles (lay-in) 24x48 Pinhole With Fleck	2	A	0	217	0	0	None Detected	No	
Asbestos	S0005 ABC	Floor Vinyl Sheet Flooring Blue With Dark Specks	2	A	0	217	0	0	None Detected	No	
Asbestos	S0006 ABC	Other Sink Mastic, White	3,5,7,10,12,14,18,20,22,23	A	0	20	0	0	None Detected	No	
Asbestos	S0007 ABC	Ceiling Acoustic Tile Ceiling Tiles (lay-in) 24x24 Flat	6	A	0	110	0	0	None Detected	No	
Asbestos	S0008 ABC	Floor Vinyl Floor Tile And Mastic 12x12 Beige With White Fleck	15	A	0	35	0	0	None Detected	No	
Asbestos	S0009 ABC	Other Base Mastic Baseboard Mastic	1,2,3,4,5,7,9,10,12,13,14,15,17,18,20,22,23	A	1750	0	0	0	None Detected	No	
Asbestos	V9500	Floor Mortar Thin-set	1,6,8,9,11,13,16,19,21	A	0	959	0	0	Presumed Asbestos	Yes	NF



HAZARDOUS MATERIALS SUMMARY / SAMPLE LOG



Legend:

Sample number		Units		
S####	Asbestos sample collected	SF	Square feet	NF Non Friable material.
L####	Paint sample collected	LF	Linear feet	F Friable material
P####	PCB sample collected	EA	Each	PF Potentially Friable material
M####	Mould sample collected	%	Percentage	
V####	Material visually similar to numbered sample collected			
V0000	Known non Hazardous Material			
V9000	Material is visually identified as Hazardous Material			
V9500	Material is presumed to be Hazardous Material			
[Loc. No.]	Abated Material			

APPENDIX VI
HMIS Data Report



ALL DATA REPORT



Client: Halton Region
Location: #1 : Corridor/Vestibule
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 1258

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Drywall and joint compound			C	Y		1000			SF	S0001A	None Detected	N.D.	None	
Ceiling	Acoustic Tile	Ceiling Tiles (lay-in), 24x24 pinhole			C	Y		560			SF	S0002A	None Detected	N.D.	None	
Duct		Foil Face			C	Y										
Duct		Not Insulated			C	Y										
Floor		Ceramic Tiles			A	Y										
Floor		Carpet			A	Y										
Floor		Laminate			A	Y										
Floor		Mortar, Thin-set			D	N		115(7)			SF	V9500	Presumed Asbestos		Presumed Asbestos	NF
Mechanical Equipment		None Found														
Other	Base	Mastic, Baseboard mastic			A	Y		650			LF	S0009A	None Detected	N.D.	None	
Other	Window	Caulking, Butyl Sealant			A	Y		80			SF	S0003AB	None Detected	N.D.	None	
Piping		Fibreglass			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		3600			SF	S0001B	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #2 : Kitchen
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 217

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling	Acoustic Tile	Ceiling Tiles (lay-in), 24x48 pinhole with fleck			C	Y		217			SF	S0004ABC	None Detected	N.D.	None	
Duct		Foil Face			C	Y										
Duct		Not Insulated			C	Y										
Floor		Vinyl Sheet Flooring, Blue with dark specks			A	Y		217			SF	S0005ABC	None Detected	N.D.	None	
Mechanical Equipment	Heating Ventilating Air Conditioning Unit	Not Insulated			C	Y										
Other	Base	Mastic, Baseboard mastic			A	Y		60			LF	V0009	None Detected	N.D.	None	
Piping		Fibreglass			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		3600			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #3 : Lunchroom
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 255

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling	Acoustic Tile	Ceiling Tiles (lay-in), 24x48 pinhole			C	Y		560			SF	S0002B	None Detected	N.D.	None	
Duct		Foil Face			C	Y										
Duct		Not Insulated			C	Y										
Floor		Laminate			A	Y										
Mechanical Equipment		None Found														
Other	Base	Mastic, Baseboard mastic			A	Y		55			LF	V0009	None Detected	N.D.	None	
Other	Sink	Mastic, White			A	Y		2			SF	S0006A	None Detected	N.D.	None	
Piping		Fibreglass			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		710			SF	S0001C	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #4 : Staffroom
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 230

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling	Acoustic Tile	Ceiling Tiles (lay-in), 24x24 pinhole			C	Y		230			SF	V0002	None Detected	N.D.	None	
Duct		Foil Face			C	Y										
Duct		Not Insulated			C	Y										
Floor		Laminate			A	Y										
Mechanical Equipment		None Found														
Other	Base	Mastic, Baseboard mastic			A	Y		75			LF	V0009	None Detected	N.D.	None	
Piping		Fibreglass			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		650			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #5 : Preschool 1
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 345

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		None Found			C	Y										
Duct		Not Insulated			C	Y										
Floor		Laminate			A	Y										
Mechanical Equipment	Fan Unit	Not Insulated			C	Y										
Other	Base	Mastic, Baseboard mastic			A	Y		60			LF	V0009	None Detected	N.D.	None	
Other	Sink	Mastic, White			A	Y		2			SF	S0006B	None Detected	N.D.	None	
Piping		Plastic			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		650			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #6 : Washroom 1
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 110

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling	Acoustic Tile	Ceiling Tiles (lay-in), 24x24 flat			C	Y		110			SF	S0007ABC	None Detected	N.D.	None	
Duct		Foil Face			C	Y										
Duct		Not Insulated			C	Y										
Floor		Ceramic Tiles			A	Y										
Floor		Mortar, Thin-set			D	N		110(7)			SF	V9500	Presumed Asbestos		Presumed Asbestos	NF
Mechanical Equipment		None Found														
Piping		Fibreglass			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		200			SF	V0001	None Detected	N.D.	None	
Wall		Ceramic Tiles			A	Y										



ALL DATA REPORT



Client: Halton Region
Location: #7 : Preschool 2
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 360

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		None Found			C	Y										
Duct		Not Insulated			C	Y										
Floor		Laminate			A	Y										
Mechanical Equipment	Fan Unit	Not Insulated			C	Y										
Other	Base	Mastic, Baseboard mastic			A	Y		70			LF	V0009	None Detected	N.D.	None	
Other	Sink	Mastic, White			A	Y		2			SF	V0006	None Detected	N.D.	None	
Piping		Plastic			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		650			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #8 : Washroom 2
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 45

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Drywall and joint compound			C	Y		45			SF	V0001	None Detected	N.D.	None	
Duct	Not Accessible				C	Y										
Floor		Ceramic Tiles			A	Y										
Floor		Mortar, Thin-set			D	N		45(7)			SF	V9500	Presumed Asbestos		Presumed Asbestos	NF
Mechanical Equipment	Not Accessible															
Piping		Not Insulated			A	Y										
Piping	Not Accessible															
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		200			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #9 : Coatroom 1
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 337

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Drywall and joint compound			C	Y		337			SF	S0001D	None Detected	N.D.	None	
Duct	Not Accessible				C	Y										
Floor		Ceramic Tiles			A	Y										
Floor		Mortar, Thin-set			D	N		337(7)			SF	V9500	Presumed Asbestos		Presumed Asbestos	NF
Mechanical Equipment	Not Accessible															
Other	Base	Mastic, Baseboard mastic			A	Y		80			LF	S0009B	None Detected	N.D.	None	
Piping		Not Insulated			A	Y										
Piping	Not Accessible															
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		200			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #10 : Kindergarten 1
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 326

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		None Found			C	Y										
Duct		Not Insulated			C	Y										
Floor		Laminate			A	Y										
Mechanical Equipment	Fan Unit	Not Insulated			C	Y										
Other	Base	Mastic, Baseboard mastic			A	Y		80			LF	V0009	None Detected	N.D.	None	
Other	Sink	Mastic, White			A	Y		2			SF	S0006C	None Detected	N.D.	None	
Piping		Plastic			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		745			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #11 : Washroom 3
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 38

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Drywall and joint compound			C	Y		38			SF	V0001	None Detected	N.D.	None	
Duct	Not Accessible				C	Y										
Floor		Ceramic Tiles			A	Y										
Floor		Mortar, Thin-set			D	N		38(7)			SF	V9500	Presumed Asbestos		Presumed Asbestos	NF
Mechanical Equipment	Not Accessible															
Piping		Not Insulated			A	Y										
Piping	Not Accessible															
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		200			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #12 : Preschool 3
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 325

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		None Found			C	Y										
Duct		Not Insulated			C	Y										
Floor		Laminate			A	Y										
Mechanical Equipment	Fan Unit	Not Insulated			C	Y										
Other	Base	Mastic, Baseboard mastic			A	Y		80			LF	V0009	None Detected	N.D.	None	
Other	Sink	Mastic, White			A	Y		2			SF	V0006	None Detected	N.D.	None	
Piping		Plastic			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		745			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #13 : Coatroom 2
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 171

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Drywall and joint compound			C	Y		171			SF	V0001	None Detected	N.D.	None	
Duct	Not Accessible				C	Y										
Floor		Ceramic Tiles			A	Y										
Floor		Mortar, Thin-set			D	N		171(7)			SF	V9500	Presumed Asbestos		Presumed Asbestos	NF
Mechanical Equipment	Not Accessible															
Other	Base	Mastic, Baseboard mastic			A	Y		60			LF	V0009	None Detected	N.D.	None	
Piping		Not Insulated			A	Y										
Piping	Not Accessible															
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		200			SF	S0001E	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #14 : Toddler Room 1
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 325

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		None Found			C	Y										
Duct		Not Insulated			C	Y										
Floor		Laminate			A	Y										
Mechanical Equipment	Fan Unit	Not Insulated			C	Y										
Other	Base	Mastic, Baseboard mastic			A	Y		80			LF	V0009	None Detected	N.D.	None	
Other	Sink	Mastic, White			A	Y		2			SF	V0006	None Detected	N.D.	None	
Piping		Plastic			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		845			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #15 : Janitors Closet
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 35

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		None Found			C	Y										
Duct		Not Insulated			C	Y										
Floor		Vinyl Floor Tile and Mastic, 12x12 Beige with white fleck			A	Y		35			SF	S0008ABC	None Detected	N.D.	None	
Mechanical Equipment	Domestic Hot Water Tank	Not Insulated			A	Y										
Other	Base	Mastic, Baseboard mastic			A	Y		20			LF	V0009	None Detected	N.D.	None	
Piping		Plastic			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		745			SF	V0001	None Detected	N.D.	None	

Client: Halton Region
Location: #16 : Washroom 4
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 65

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Drywall and joint compound			C	Y		65			SF	V0001	None Detected	N.D.	None	
Duct	Not Accessible				C	Y										
Floor		Ceramic Tiles			A	Y										
Floor		Mortar, Thin-set			D	N		65(7)			SF	V9500	Presumed Asbestos		Presumed Asbestos	NF
Mechanical Equipment	Not Accessible															
Piping		Not Insulated			A	Y										
Piping	Not Accessible															
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		200			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #17 : Office 1
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 75

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling	Acoustic Tile	Ceiling Tiles (lay-in), 24x24 pinhole			C	Y		75			SF	V0002	None Detected	N.D.	None	
Duct		Foil Face			C	Y										
Duct		Not Insulated			C	Y										
Floor		Laminate			A	Y										
Mechanical Equipment		None Found														
Other	Base	Mastic, Baseboard mastic			A	Y		60			LF	V0009	None Detected	N.D.	None	
Piping		Fibreglass			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		245			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #18 : Staff Lounge
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 175

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling	Acoustic Tile	Ceiling Tiles (lay-in), 24x48 pinhole			C	Y		175			SF	S0002C	None Detected	N.D.	None	
Duct		Foil Face			C	Y										
Duct		Not Insulated			C	Y										
Floor		Laminate			A	Y										
Mechanical Equipment		None Found														
Other	Base	Mastic, Baseboard mastic			A	Y		80			LF	V0009	None Detected	N.D.	None	
Other	Sink	Mastic, White			A	Y		2			SF	V0006	None Detected	N.D.	None	
Piping		Fibreglass			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		245			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #19 : Staff Washroom
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 53

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Drywall and joint compound			C	Y		53			SF	V0001	None Detected	N.D.	None	
Duct	Not Accessible				C	Y										
Floor		Ceramic Tiles			A	Y										
Floor		Mortar, Thin-set			D	N		53(7)			SF	V9500	Presumed Asbestos		Presumed Asbestos	NF
Mechanical Equipment	Not Accessible															
Piping		Not Insulated			A	Y										
Piping	Not Accessible															
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		200			SF	S0001F	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #20 : Toddler Room 2
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 376

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		None Found			C	Y										
Duct		Not Insulated			C	Y										
Floor		Laminate			A	Y										
Mechanical Equipment	Fan Unit	Not Insulated			C	Y										
Other	Base	Mastic, Baseboard mastic			A	Y		75			LF	S0009C	None Detected	N.D.	None	
Other	Sink	Mastic, White			A	Y		2			SF	V0006	None Detected	N.D.	None	
Piping		Plastic			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		915			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #21 : Washroom 5
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 25

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling	Acoustic Tile	Ceiling Tiles (lay-in), 24x48 pinhole			C	Y		25			SF	V0002	None Detected	N.D.	None	
Duct	Not Accessible				C	Y										
Floor		Ceramic Tiles			A	Y										
Floor		Mortar, Thin-set			D	N		25(7)			SF	V9500	Presumed Asbestos		Presumed Asbestos	NF
Mechanical Equipment	Not Accessible															
Piping		Not Insulated			A	Y										
Piping	Not Accessible															
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		200			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #22 : Sleep Room
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 273

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		None Found			C	Y										
Duct		Not Insulated			C	Y										
Floor		Carpet			A	Y										
Mechanical Equipment	Fan Unit	Not Insulated														
Other	Base	Mastic, Baseboard mastic			A	Y		80			LF	V0009	None Detected	N.D.	None	
Other	Sink	Mastic, White			A	Y		2			SF	V0006	None Detected	N.D.	None	
Other	Window	Caulking, Butyl Sealant			A	Y		10			LF	S0003C	None Detected	N.D.	None	
Piping		Plastic			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		915			SF	S0001G	None Detected	N.D.	None	



ALL DATA REPORT



Client: Halton Region
Location: #23 : Infant Room
Survey Date: 2023-05-03

Site: Buildings
Floor: 1

Building Name: PIV The Village School
Room #:
Last Re-Assessment: 0000-00-00

Area (sqft): 210

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		None Found			C	Y										
Duct		Not Insulated			C	Y										
Floor		Laminate			A	Y										
Mechanical Equipment	Fan Unit	Not Insulated			C	Y										
Other	Base	Mastic, Baseboard mastic			A	Y		85			LF	V0009	None Detected	N.D.	None	
Other	Sink	Mastic, White			A	Y		2			SF	V0006	None Detected	N.D.	None	
Piping		Plastic			C	Y										
Piping		Not Insulated			C	Y										
Structure		Concrete (poured)			C	Y										
Wall		Drywall and joint compound			A	Y		915			SF	V0001	None Detected	N.D.	None	



ALL DATA REPORT



Legend:



Sample number		Units		Other	
S####	Asbestos sample collected	SF	Square feet	A	Access
V####	Material visually similar to numbered sample collected	LF	Linear feet	V	Visible
V0000	Known non-asbestos material	EA	Each	AP	Air Plenum
V9000	Visually identified as an asbestos material	%	Percentage	F	Friable material
V9500	Material is presumed to be an asbestos material			NF	Non Friable material
				PF	Potentially Friable material

Access	
A	Accessible to all building occupants
B	Accessible to maintenance and operations staff without a ladder
C	Accessible to maintenance and operations staff with a ladder. Also rarely entered, locked areas
D	Not normally accessible

Condition	
Good	No visible damage or deterioration
Fair	Minor, repairable damage, cracking, delamination or deterioration
Poor	Irreparable damage or deterioration with exposed and missing material

Visible	
Y	The material is visible when standing on the floor of the room, without the removal or opening of other building components (e.g. ceiling tiles or access panels).
N	The material is not visible to view when standing on the floor of the room and requires the removal of a building component (e.g. ceilings tiles or access panels) to view and access. Includes rarely entered crawlspaces, attic spaces, etc. Observations will be limited to the extent visible from the access points.

Air Plenum	
Yes or No	The material is in a return air plenum or in a direct airstream or there is evidence of air erosion (e.g. duct for heating or cooling blowing directly on or across an ACM). This field is only completed where Air Plenum consideration is required by regulation.

Colour Coding	
	The material is known to contain regulated concentrations of asbestos; either by analytical results or visible identification (use of the V9000 code).
	The material is presumed to contain asbestos; based on visual appearances; typically a material known to historically contain asbestos; however, not sampled due to limited access or the destructive nature of the sampling.

Action					
(1)	Clean up of ACM Debris	(2)	Precautions for Access Which may Disturb ACM Debris	(3)	ACM removal
(4)	Precautions for Work Which may Disturb ACM in Poor Condition	(5)	Proactive ACM removal (Minimum repair required for fair condition)	(6)	ACM repair
(7)	Management program and surveillance				