



# Invitation to Tender

CITY OF KENORA  
Keewatin Library Roof  
Replacement and Building  
Repairs

## INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders

for:

Keewatin Library Roof Replacement and Building Repairs  
(the "Project")  
Tender Number:773-7808

Will be received

by:

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

at:

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

Time and date for Tender Closing is:

11:00:00 a.m. CST/CDT on April 10, 2025  
(the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to:  
The design of and the replacement of the Keewatin Library Roof, Repairs to the Flooring, Windows and Building Envelope (the "Work") as set out on the Statement of Requirements
2. The Successful Bidder shall achieve substantial performance of the Work for the Project by **December 31, 2025**
3. The drawings and specifications for the Project can be obtained from [gbreen@kenora.ca](mailto:gbreen@kenora.ca).
4. All written inquiries regarding the technical aspects of the drawings and specifications for the Work shall be emailed to [gbreen@kenora.ca](mailto:gbreen@kenora.ca), however the bidder(s) acknowledge and agree that the CITY does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the CITY to provide any written response to a written inquiry. Telephone inquiries and email inquiries will not be replied to.
5. Submission of a tender by a Bidder gives the CITY the right to require the Bidder to execute the contract to perform the Work as set out within the tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the CITY for a period of sixty (60) days following the end of the day of the Tender Closing. The Successful Bidder will be notified in writing of the award of the Tender when the CITY delivers a letter of intent to the Successful Bidder.



# **INSTRUCTIONS TO TENDERERS**

**CITY OF KENORA  
KEEWATIN LIBRARY ROOF and  
BUILDING REPAIRS  
RFT# 773-7808**

# INSTRUCTIONS TO TENDERERS

## 1 BACKGROUND

- 1.1 The City of Kenora (the "CITY") is seeking tenders for the Keewatin Library Roof and Building Repairs (the "Work") as detailed in "Appendix A – Statement of Requirements". Supplementary Information pertaining to the work is provided in Appendix B. The Contract to be utilized in the performance of the work is provided in Appendix C.
- 1.2 The CITY will receive sealed tenders until 11:00:00 a.m. CST/CDT on April 10, 2025 ("Tender Closing"). Faxed tenders will not be accepted and will be returned to the Tenderer.

## 2 SUBMISSION OF TENDERS

- 2.1 Each Tender shall be addressed to the CITY in a sealed envelope clearly marked with the Tenderer's name, address and tender number. The sealed envelope containing the Tender shall be delivered before the Tender Closing to the CITY in accordance with the Invitation to Tender and the Instructions to Tenderers at:

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

- 2.2 In the event of a dispute or issue about whether or not a tender complies with the Instructions to Tenderers, the CITY reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by the CITY as to the compliance, or not, of the subject tender.

## 3 TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the value-added tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the "Tender Sum"). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.
- 3.2 Notwithstanding the foregoing, the CITY shall be entitled to accept a Tender in such form as the CITY in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial nature, or whether the Tender is noncompliant in a trivial manner.
- 3.3 The CITY shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or



contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing submission.

- 3.4 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by Heather Pihulak, City Clerk prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for the CITY in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

#### **4 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- 4.1 All documents submitted to the CITY will be subject to the protection and disclosure provisions of Ontario's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the CITY's custody or control. It also prohibits the CITY from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 17 and 21 of FOIP. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the CITY cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under FOIP.

#### **5 TENDER DOCUMENTS**

- 5.1 The documents for the Tender are:

- Invitation to Tender
- Instructions to Tenderers
- Appendix A – Statement of Requirements
- Appendix B – Keewatin Library Structural Assessment, Designated Substance Survey
- Appendix C – Draft Contract (CCDC14-2013 Design-Build Stipulated Price)

(hereinafter collectively referred to as the "Tender Documents")

By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

#### **6 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS**

- 6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the CITY at least 10 calendar days prior to the Tender Closing. Where

necessary the CITY shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.

- 6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 10 calendar days prior to the Tender Closing, the CITY shall be the sole judge as to the intent of the Tender Documents.
- 6.3 No implied obligation of any kind by or on behalf of the CITY shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the CITY, are and shall be the only covenants and agreements that apply.
- 6.4 Without limiting the generality of Article 6.3, the Tender Documents supercede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

## 7 ADDENDA

- 7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the work therein shall be included in the Tender Sum. Verbal representations shall not be binding on the CITY nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to the person identified in Article 2.1 of the Instructions to Tenderers.

## 8 TENDER

- 8.1 Tenderers submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 8.2 Each Tenderer shall review the Tender Documents provided by the CITY and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.
- 8.3 Tenders shall be properly executed in full compliance with the following requirements:
  - 8.3.1 The signatures of persons executing the Tender must be in their respective handwriting; and
  - 8.3.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal **shall be affixed;**

- 8.3.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
  - 8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or
  - 8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 8.4 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

## **9 TENDER DEPOSIT**

- 9.1 The Tenderer is required to submit with its Tender, a Consent of Surety and a Bid Bond in a form acceptable to the CITY, or in lieu of a Bid Bond, a Tenderer may submit, along with a Consent of Surety, a certified cheque or an irrevocable letter of credit in favour of the CITY equal to 10% of the Tender Sum as a guarantee that, if awarded the contract for the Work, the Tenderer will execute a contract and submit the Performance Bond and the Labour and Material Payment Bond referred to in Article 10 within the specified time frames.
- 9.2 The Bid Bonds, certified cheques or irrevocable letters of credit of the unsuccessful Tenderers shall be returned as soon as possible after the Contract has been duly executed by the Successful Tenderer.
- 9.3 The CITY will not pay any interest on money furnished as security.
- 9.4 The Bid Bond and Consent of Surety shall be issued by a Surety Company licensed in the Province of Ontario and satisfactory to the CITY.

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

- 10.1 The Successful Tenderer shall be required to furnish at its own expense a Performance Bond and Labour and Materials Payment Bond. For the purposes of this Article, both of these bonds shall be referred to as the "Bonds".
- 10.2 The Performance Bond shall guarantee the faithful performance of the Contract, and in default thereof, shall protect the CITY against any losses or damage arising by reason of failure of the Successful Tenderer to faithfully perform the Contract.
- 10.3 The Bonds are to be issued by a Surety Company licensed in the Province of Ontario and satisfactory to the CITY in the amount of 50% of the Contract Price.

- 10.4 The Performance Bond shall remain in force as a Maintenance Bond for the Warranty Period as defined in the Contract.
- 10.5 The Bonds shall be in the form set out in the Tender Documents or in such other form as may be acceptable to the CITY.
- 10.6 The CITY may consider alternate forms of security in lieu of the Bonds. The Tenderer shall make known any alternative form of security it wishes the CITY to consider and obtain the CITY's approval prior to submitting a Tender.
- 10.7 The Successful Tenderer shall provide all required Bonds to the CITY no later than 10 working days after receipt of the Letter of Intent from the CITY provided in accordance with Article 16.
- 10.8 The Successful Tenderer shall supply all required Bonds before any Work is undertaken by the Successful Tenderer.
- 10.9 No payment shall be made by the CITY to the Successful Tenderer for any of the Work performed by the Successful Tenderer until the required Bonds have been provided.

## **11 INSURANCE**

- 11.1 The Tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Contract, is in place or, if the required insurance is not in place, by a Letter of Insurability or Undertaking of Insurance in standard form from the Tenderer's Insurance Broker certifying that the required insurance will be issued to the Tenderer if the Tenderer is the Successful Tenderer.
- 11.2 The Successful Tenderer shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 11.3 The Successful Tenderer shall provide all required insurance to the CITY no later than 10 working days after receipt of a Letter of Intent from the CITY provided in accordance with Article 16.

## **12 COMMENCEMENT AND COMPLETION OF WORK**

- 12.1 The Successful Tenderer shall commence the Work within 10 working days after receipt of the Letter of Intent from the CITY and shall complete the Work by the dates specified in the Contract, Decembere 31, 2025.

## **13 SITE CONDITIONS**

- 13.1 The Tenderer is responsible for inspecting the site(s) of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site(s) of the Work, including the soil structure and topography of the site(s), and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Tender, the Tenderer acknowledges that it has investigated and satisfied itself as to:
  - a) the nature of the Work;

- b) the location and all conditions relating to the location of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
- c) the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
- d) all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
- e) the magnitude of the work required to execute and complete the Work.

13.2 The Tenderer is fully responsible for obtaining all information required for the preparation of its Tender and for the execution of the Work. The CITY is not responsible for undertaking any investigations to assist the Tenderer. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the Tender Documents (the "Non-Tender Information"), form no part of this Tender. The CITY and the CITY's Consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Tender Information. Tenderers who obtain or rely upon such Non-Tender Information or other documents, do so entirely at their own risk.

13.3 The Tenderer's obligation to become familiar with the information described in Article 13.1 is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the tendering process. Any technical reports so provided are for information only and neither the CITY nor the CITY's Consultants accept or assume any responsibility for the contents or accuracy of such technical reports and the Tenderer agrees that the CITY, the CITY's Consultants and their representatives shall not be liable in any way to the Tenderer in respect of such technical reports. The Tenderer further agrees that it shall not rely upon any oral information provided to it by the CITY, the CITY's Consultants or their representatives.

#### **14 PRIME COST AND CONTINGENCY SUMS**

14.1 The Tenderer shall include in its Tender Sum any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.

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

15.1 The Tenderer shall include in its Tender Sum the cost of permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Work in accordance with the Contract.

#### **16 SUCCESSFUL TENDERER**

16.1 Award of Contract by the CITY occurs once the Tenderer receives a Letter of Intent duly executed by **Greg Breen, P.Eng, Director of Engineering and Infrastructure** of the CITY after they have been duly and legally authorized by the CITY to send such Letter of Intent.

- 16.2 Following the receipt of the Letter of Intent, the Successful Tenderer shall provide the Performance Bond and Labour and Material Payment Bond within the time required in Article 10.7. The Successful Tenderer shall also provide a Certificate of Insurance unless previously provided.
- 16.2.1 Upon the Successful Tenderer complying with the requirements of both Articles 16.2 and 16.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be returned to the Successful Tenderer.
- 16.2.2 If the Successful Tenderer fails to comply with either or both of the requirements of Articles 16.2 and 16.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be forfeited to the CITY as compensation for damages the CITY may suffer.
- 16.3 The forfeiture of a Successful Tenderer's certified cheque or Bid Bond or irrevocable letter of credit shall not be construed as a waiver of any rights or remedies which the CITY may have against such Tenderer for loss or damages incurred or suffered in excess of the amount of such certified cheque or Bid Bond or irrevocable letter of credit.
- 16.4 Within 10 working days of receipt of the Contract from the CITY, the Successful Tenderer shall duly execute the Contract and return the Contract to the CITY.
- 16.5 Within 20 working days of receipt of a Letter of Intent in accordance with Article 16.1, the Successful Tenderer shall submit a proposed Construction Schedule showing the anticipated time of commencement and completion of each of the various operations to be performed under the Contract.

## **17. TENDER EVALUATION CRITERIA**

- 17.1 Each Tender will be evaluated on the basis of the criteria listed below and the CITY will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Tender, the Tenderer acknowledges and agrees that the CITY has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

- 17.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the CITY to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criteria are as follows:

<b>1. Price</b>	<b>85 points.</b>
<b>2. Previous experience</b>	<b>5 points</b>
<b>3. Timing/Completion</b>	<b>10 points</b>
<b>Total Points</b>	<b>100 points</b>

## **18 WORKERS' COMPENSATION**

- 18.1 Each Tenderer is to submit with its Tender, a letter of account from the Workers' Compensation Board – Ontario. This letter is to be current and not dated 14 calendar days prior to the Tender Closing.
- 18.2 The Tenderers who do not have an account with the Workers' Compensation Board- Ontario shall provide with their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf.
- 18.3 If the Tenderer is performing work in any exempt industry within the meaning of the Workers Compensation Board Act (the "WCB Act") and does not carry coverage, the Tenderer acknowledges that
- 18.3.1 the CITY is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and
- 18.3.2 the Deeming Order states that all of the Tenderer's employees, directors, proprietors, partners or employees are deemed to be CITY employees for the purposes of the WCB Act while performing work for the CITY; and
- 18.3.3 the effect of the Deeming Order is that the Tenderer's employees, directors, proprietors and partners who are injured while performing work for the CITY under the Contract, have no right to sue anyone and are limited to a claim under the WCB Act.
- 18.4 The Tenderer shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.
- 18.5 The CITY will reject any Tender which fails to comply with the provisions set out in Article 18.

## **19 REGISTRATION**

- 19.1 Prior to commencing the Work, the Successful Tenderer shall obtain all authorizations required by the laws of the Province of Ontario and of the Country of Canada enabling it to carry on business to complete the Work required under the Contract. Failure to be properly authorized shall entitle the CITY to forthwith terminate the Contract without compensation.

## **20 TENDERS EXCEEDING BUDGET**

20.1 In addition to the rights contained within Article 20 herein, if the Tender Sum of every Tenderer exceeds the amount the CITY has budgeted for the Work, the CITY may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of the CITY, has submitted the most advantageous Tender.

20.2 Each Tenderer acknowledges and agrees that the CITY has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to the CITY, that the CITY has no obligation to neither disclose such criteria nor employ the criteria listed outlined in Article 17 Tender Evaluation Criteria.

20.3 By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which the CITY may pursue under Article 20.1 and 20.2 herein.

20.4 If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and the CITY negotiates with the Tenderer who has submitted the Tender considered most advantageous to the CITY:

20.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;

20.4.2 In particular, the CITY's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and

20.4.3 The CITY will not attempt to obtain a lower price for the same work that the Tenderer originally bid on, but may attempt to obtain a lower price for an altered scope of work. In no event will the CITY be obliged to disclose the amount budgeted for the Work.

## **21 CERTIFICATE OF RECOGNITION ("C.O.R.") SAFETY PROGRAM REQUIREMENT – NOT USED**

## **22 CANADIAN FREE TRADE AGREEMENT**

22.1 The provisions of the Canadian Free Trade Agreement ("CFTA") apply to this Tender.



## **23 ACCEPTANCE OR REJECTION OF TENDERS**

23.1 As it is the purpose of the CITY to obtain the Tender most suitable and most advantageous to the interests of the CITY, and notwithstanding anything else contained within the Tender Documents, the CITY reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which

- a) is incomplete, obscure, irregular or unrealistic;
- b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
- c) has erasures or corrections;
- d) omits a price on any one or more items in the Tender;
- e) fails to complete the information required in the Tender;
- f) is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

may at the CITY's sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of the CITY's unfettered assessment of its best interest, which includes the CITY's unfettered assessment as to a Tenderer's past work performance for the CITY or for anyone else or as to a Tenderer's financial capabilities, completion schedule, or ability to perform the Work, or the CITY's desire to reduce the number of different contractors on the location of the Work at any given time. The CITY reserves the right to negotiate after Tender Closing time with the Tenderer that the CITY deems has provided the most advantageous Tender; in no event will the CITY be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and the CITY shall incur no liability to any other Tenderers as a result of such negotiation or modification.

## **24 LAW AND FORUM OF TENDER**

24.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Ontario and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Ontario and by submitting Tenders, Tenderers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

## **25 ACCEPTANCE PERIOD**

25.1 The Tender shall be irrevocable and open for acceptance by the CITY for the period of time contained in the Invitation to Tender, namely, sixty (60) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender.

## Instructions to Tenderers – Keewatin Library and Building Repairs

### Appendix A – Statement of Requirements

The City of Kenora is seeking tender submissions for the design and construction services, at the Keewatin Library Building, 221 Main St. Keewatin, (the Works) to:

- Replace the Roof, including framing and sheathing
- Replace the Windows
- Repair or reinforce the existing floor joists
- Repair the Brick Veneer building envelope

Proponents shall review the attached Structural Assessment Report attached as Appendix B.

Proponents shall attend a mandatory site visit on Tuesday April 1, 2025 @ 11:00am CDT.

Proponents shall include for the provision of professional services, qualified to the applicable requirements of the relevant Standards, Codes and Acts and Regulations, to design, execute, inspect and report on the Works.

Proponents shall undertake all Works in accordance with the relevant Standards, Codes, Acts and Regulations and in response to instruction or direction received from the Authorities having jurisdiction, including the abatement of designated substances.

Proponents shall obtain all necessary permits and approvals from the authorities having jurisdiction for the execution of the Works.

The Scope of Work shall include, but shall not be limited to:

- Protection of the building interior and contents to the extent necessary (up to and including temporary offsite storage) to ensure the building interior and contents are not impacted by the Work.
- Demolition of the existing roof structure and ancillary services (HVAC, Electrical, Plumbing, etc).
  - The existing roof shall be examined by the proponent during the design period. To the extent possible and ensuring compliance of the entire roof structure with the applicable Standards, Codes, Acts and Regulations, the proponent shall limit the demolition to non-salvageable components only.
    - i.e. if there are portions of the existing roof structure that are code compliant (or can be made code-compliant) and can remain, the

proponent shall strive to salvage those portions to the extent possible, but only provided that doing so is more cost effective than not salvaging those components.

- Design and Installation of a new roof structure and ancillary services inclusive of all finishes to provide a complete and finished building.
- Repair and finish all prior interior openings and demolition works carried out during the structural assessment of the building.
- Replace all building Windows and associated framing (if deteriorated).
- Design and reinforce or replace, as applicable, in accordance with relevant Standards, Codes, Acts and Regulations, all existing floor joists and beams.
- Repair all brick veneer cracking (mortar repair), concrete delamination and spalling and remove and replace (or install missing) exterior caulking to provide a finished and completed building envelope.
- Provisional Item: Repairs to the North Entrance to bring into compliance with the AODA.

# Keewatin Branch Library Structural Review – Final Report

## Wall and Floor Structural Assessment



January 28, 2025

Project/File:  
115424043

Prepared for:  
Greg Breen  
Director  
Engineering and Infrastructure  
City of Kenora  
60 Fourteenth Street N  
Kenora, ON

Chris Lock  
Acting Facilities Manager  
Facilities Department  
City of Kenora  
60 Fourteenth Street N  
Kenora, ON

Prepared by:  
Felise Meyer  
Building Science Consultant  
Stantec Consulting Ltd.  
500-311 Portage Avenue  
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Linda Duch  
Structural Engineer-in-Training  
Stantec Consulting Ltd.  
500-311 Portage Avenue  
Winnipeg, MB



## Keewatin Branch Library Structural Review

The conclusions in the Report titled Keewatin Branch Library Structural Review are Stantec's professional opinion, as of the time of the Report, and concerning the scope described in the Report. The opinions in the document are based on conditions and information existing at the time the scope of work was conducted and do not take into account any subsequent changes. The Report relates solely to the specific project for which Stantec was retained and the stated purpose for which the Report was prepared. The Report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient's own risk.

Stantec has assumed all information received from City of Kenora - Keewatin Branch (the "Client") and third parties in the preparation of the Report to be correct. While Stantec has exercised a customary level of judgment or due diligence in the use of such information, Stantec assumes no responsibility for the consequences of any error or omission contained therein.

This Report is intended solely for use by the Client in accordance with Stantec's contract with the Client. While the Report may be provided by the Client to applicable authorities having jurisdiction and to other third parties in connection with the project, Stantec disclaims any legal duty based upon warranty, reliance or any other theory to any third party, and will not be liable to such third party for any damages or losses of any kind that may result.

Prepared by

\_\_\_\_\_  
Signature

Felise Meyer

\_\_\_\_\_  
Printed Name

Reviewed by

\_\_\_\_\_  
Signature

Linda Duch

\_\_\_\_\_  
Printed Name

Approved by

\_\_\_\_\_  
Signature

Blair Fraser

\_\_\_\_\_  
Printed Name



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## Executive Summary

Stantec Consulting Ltd. was requested by Greg Breen, Director of Engineering and Infrastructure for the City of Kenora, and Chris Lock, Acting Facilities Manager for the City of Kenora, to conduct a Structural Assessment at the Keewatin Branch Library, located at 812 Ottawa Street, Keewatin, ON. Mr. Breen requested an assessment to confirm the load bearing components of the building can support a roof structure replacement based on current building code standards. Felise Meyer, Building Science Consultant of Stantec Consulting, completed the visual structural assessment and met on site with the contractor, Solid Construction, to complete interior openings at the walls on December 19<sup>th</sup>, 2024.

The Keewatin Branch Library is an approximately 4,600 sq.ft public library located in Keewatin, Ontario and was reported to be originally built approximately 100 years ago. The one-storey building consists of wood framed roof, walls, and floors supported by concrete piles founded on bedrock.

It is understood that the building has undergone several renovations over the years, including interior work in 1983 and library renovations. The available drawings indicate that the library space was renovated as well as current senior centre addition in 2000.



*Figure 1: Site Plan*



# 1 Site Review

The existing building was systematically reviewed beginning with exterior wood framed walls, floor framing, and concrete foundation. The City of Kenora had indicated that the roof framing had previously been reviewed and was excluded from this review. The condition of the wood wall and floor framing was assessed based on any existing staining, splitting, checks, bowing, or organic growth. The condition of the concrete walls was assessed based on any existing cracks, spalling, delamination, water infiltration, as well as overall surface condition as a result of any existing surface staining, efflorescence, or organic growth.

Mould or similar organic matter appeared to be sporadically growing along the wall and floor framing, primarily adjacent to the window and door openings. The growth of organic matter was believed to be due to deterioration in the roof framing and roof membrane. Evidence of staining and staining in the wood framing was noted below windowsills. This may be due to water passing through windows due to failing sealants and building envelope items.

Various decaying biological matter was encountered throughout the main floor framing. Wood framing members exhibited a white powdery finish, commonly referred to as “dry rot”. Dry rot is a type of wood decay that occurs as a result of different species of fungi, which digests sections of the wood, thus reducing the wood’s strength properties. The evidence of dry rot was identified on the floor framing as well as the wall framing. Several sections of floor framing exhibited wood splitting, cracks, mould, and decay.

Minor cracking was observed during the site visit and were very narrow which did not suggest considerable water infiltration through the concrete walls. Existing cracks in the concrete walls act as conduits for water infiltration and ultimately the early onset degradation of concrete. Once water is able to infiltrate the concrete, the concrete mass can begin to erode and could eventually expose the concrete reinforcement to the elements, leading to corrosion and loss of material and reduced the strength capacity of the concrete structure.

Honeycombing was observed in some areas of the southern concrete walls as well. Honeycombing in concrete occurs due to improper vibration or compaction in concrete during the forming stage, or too-large aggregate. Voids or air gaps appear at the surface of the concrete, which resemble a honeycomb pattern. This occurrence is more common in concrete walls as gravity pulls the aggregate downward, thus the concrete mixture is less evenly mixed throughout the height of the wall.









# 1.1 Wall Structure

The following observations were made during our visual review of the library:

Table 1. Wood Framed Walls

Observations:	
 <p>Figure 01: The exterior walls are wood framed and clad with brick veneer.</p>	 <p>Figure 02: The interior walls are finished with painted drywall.</p>
 <p>Figure 03: Exterior walls are framed with 2x6 wood studs.</p>	 <p>Figure 04: The wood studs appear to be spaced 16" O.C. at the exterior walls.</p>



# Keewatin Branch Library Structural Review



Figure 05: Additional stud framing provided under windowsill.



Figure 06: The Stud cavities were generally observed to be filled with R-20 Batt insulation.



Figure 07: 6 mil poly vapour barrier, 1/2" Plywood sheathing and 5/8" drywall at interior of wood studs.



Figure 08: Two layers of 5/8" drywall observed at some of the interior walls.



Figure 09: Organic growth in wall framing at older condition framing.



Figure 10: Opening 4, completed at the north wall exposed tongue and groove ship lap over wood plank. Condition of wood studs were not confirmed.







Figure 11: The plywood sheathing was observed to be stained at interior opening #3.



Figure 12: Evidence of previous moisture staining observed at bottom plate and base of sheathing.



Figure 13: Mold growth and deterioration of interior windowsill and jamb finishes.



Figure 14: Large amounts of water pooling at the interior windowsills.

### 1.1.1 Discussion

The exterior wood stud framing walls are 2x6 (38x139mm) installed at 16" (400mm) O.C. spacings. The interior infill walls are assumed to be a combination of 2x4 (38x89mm) and 2x6 (38x139mm) wood studs installed at 16" (400mm) O.C. spacing. Interior openings were completed at the exterior walls to review the structural framing and existing condition.

A total of (7) interior openings were completed at all elevations of the building (Appendix A). The openings were completed where accessible and at locations of potential concern. The openings addressed details such as the top of wall, field of walls, window jamb and sills. The condition of the structural framing was reviewed and wall assemblies confirmed through these openings. At two locations, wood ship lap/planks was present behind the drywall at the south and north walls. Loosely blown in insulation appeared to be installed behind the shiplap/wood plank and as a result, the shiplap/plank was not removed to avoid the fallout and disruption of the insulation.



## Keewatin Branch Library Structural Review

At openings completed underneath the windowsill/jamb (Opening #1&3), evidence of moisture ingress was observed at the plywood sheathing and wood framing. The moisture ingress is likely a result of the significant water pooling and condensation at the windows above these locations. Significant deterioration of the interior windowsill/jamb finishes was observed at most windows. Due to this moisture ingress and deterioration of the wood wall framing would be expected at all window locations, worsening overtime, and thus reducing the strength capacity of the wall at those locations. Evidence of previous moisture was observed at the bottom plate of the wall and plywood sheathing at the east elevation wall (Opening #6).

The concrete vault structure within the building appears to be structurally sound with no apparent signs of delaminating concrete or cracking at the interior. The wood framed interior walls were constructed around the vault but did not appear to bear load on the vaults structure. Some minor drywall cracking was observed around the vault, likely due to shrinkage.

The exterior walls are clad with brick and appeared in generally good condition, however, minor step cracking was observed, indicating some shifting and settlement. The brick cladding was observed to be installed directly on top of the concrete foundation walls, without a brick angle support. The brick cladding does not appear to be a vented system as weeps were not provided throughout, except for some at the base of walls for drainage. In the event moisture migrates behind the brick cladding, there is no means for the moisture to exit from the building. Significant staining was observed at the base of the brick cladding on the south elevation, indicating cyclical moisture ingress. It is possible that any existing waterproofing between the foundation and the wall framing has deteriorated and that water has migrated into the building.

Based on the visual review, the exterior framing was found to be sound, with no significant signs of distress or moisture damage, indicating the structure is generally dry and stable. The interior walls and columns appeared visually to provide adequate support of the roof structure with no real signs of stress. The drywall finish is intact, with no visible signs of cracking or bowing, further suggesting that the overall structural wall framing and foundation is stable. The walls appear to be performing as intended with no immediate concerns regarding their structural integrity. Any rotted or decaying framing members should be replaced as they are discovered during future renovation work. Although the building appears to be in good condition, repairs could be discovered behind architectural finishes that remained in place.

It is recommended that the windows are replaced with new higher performing units to prevent continuing moisture ingress through the sills. Wood framing at window sills may also need to be replaced depending on condition upon removal of drywall.

At this time, cladding replacement is not recommended but in future it would allow for review of the foundation to floor structure conditions. Additionally, during replacement of the brick cladding it is recommended that the cladding is replaced with a drainage cavity behind to allow for drainage, complete with weep and vent holes installed by drilling holes at the mortar joint and is terminated with a brick sill angle. It is recommended that brick repointing and mortar repair is completed in the short term. Furthermore, any existing caulking at veneer control joints located on the exterior cladding should be removed and replaced.







## Keewatin Branch Library Structural Review

An HVAC upgrade should be considered in the medium term to control potential interior humidity issues, especially if the library currently or has future plans to store heritage or artifact documentation.

### 1.2 Floor Structure

The following observations were made during our visual review of the library:

Table 2. Wood Framed Floors

Observations:	
 <p>Figure 15: Subfloor structure was covered by architectural fishhes.</p>	 <p>Figure 16: Movement in sections of floor in the programming room were observed while walking.</p>
 <p>Figure 17: Floor structure was reviewed from the underside in the crawlspace.</p>	 <p>Figure 18: Plank subfloor provided is supported by wood joists.</p>





Keewatin Branch Library Structural Review



Figure 19: Wooden beams supported by concrete column.



Figure 20: Wooden beam supported by wood posts.



Figure 21: Floor joists are spaced 16" O.C.



Figure 22: Wooden beams measured to be 8"x6".



Figure 23: Wooden beam observed to be notched into concrete column.



Figure 24: Beam supported by concrete columns observed to be stressed.





Figure 25: Joist deteriorating observed at various joists.



Figure 26: Bottom of joists were observed to be damaged at multiple locations. Some joists appear to have been sistered together.



Figure 27: Joist appears to be deteriorating and stressed.



Figure 28: Dry rot observed in isolated location.

### 1.2.1 Discussion

The underside of the wood framed floor structure was reviewed through crawlspace access. The wood framed floor structure consists of 2x10 (38x242mm) wood plank substrate running East/West supported by 2x10 (38x242mm) joists running North/South bearing on 8x6 (203x52mm) wood beams supported by wood and teleposts. The joists show some signs of checking (splitting), which may indicate minor distress or wear, which should be repaired. The plank subfloor is intact and functioning as expected. However, walking on the floor above was noted to have some noticeable deflection, with areas feeling a “bouncy”. This could be attributed to flexing in the joists or potential localized weakening in the subfloor. Additionally, one of the beams was observed to be overstressed, which could further contribute to the floor’s softness in certain areas.









Remediation of deteriorated beams and joists should be completed to ensure long-term stability and prevent further degradation. It is recommended that joist sistering is completed at joists which are damaged and locations where checking was observed.

### 1.3 Foundation Structure

The following observations were made during our visual review of the library:

Table 3. Concrete Foundation

Observations:	
 <p>Figure 29: Overview of concrete foundation wall.</p>	 <p>Figure 30: Concrete skim coat applied over bedrock in the crawlspace.</p>
 <p>Figure 31: Concrete pads support wood posts.</p>	 <p>Figure 32: Concrete strip footings and columns provided at the centre of the crawlspace running East/West.</p>





Keewatin Branch Library Structural Review



Figure 33: Some delamination of the concrete skim coat and cracking in the concrete footings.



Figure 34: Some delamination and cracking in the concrete footings.



Figure 35: Some minor cracking observed at the south elevation foundation wall.



Figure 36: Evidence of moisture at the floor appears to be concentrated near assumed sump pump.



Figure 37: Some minor cracking observed at the exterior of the south elevation foundation wall.



Figure 38: Delaminating observed at southeast corner of concrete foundation wall.



### 1.3.1 Discussion

The concrete foundation, supported by concrete strip footings on bedrock, is generally in good condition. The strip footings, along with the columns, appear to be effectively supporting the floor framing above, maintaining the stability of the structure. While some minor cracking was observed on both the interior and exterior of the concrete foundation walls, these cracks do not appear to be severe and are typical for a foundation of this type and age. There are no signs of moisture ingress, indicating that the foundation wall is effectively preventing water penetration.

Overall, the foundation appears to remain structurally sound with no immediate concerns, though the observed cracks should be monitored periodically to ensure they do not degrade further over time. The building appeared to be generally level with no major noticeable deflections in the structure which could suggest foundation issues. Based on this observation, no foundation work is anticipated at this time. It is recommended that the crawlspace should be monitored regularly for moisture ingress.

### 1.4 Summary

In general, the wall, floor and foundation structures appear to be performing as intended with no major structural concerns that were identified based on the limited site review. The structural integrity of the loadbearing components appears intact and do not present concerns with supporting the loads of a new roof structure, provided that any decaying or rotted wall framing discovered is replaced and that the roof framing replacement is engineered to meet current building code requirements.

As mentioned in the above sections, reinforcing and repairs of select structural components should be completed to ensure long-term stability and mitigate further degradation. It is recommended that these repairs are completed prior to completing roof replacement work.



## 1.5 Cost Estimates

Estimated construction costs are as follows:

Item	Cost
1. Window Replacement - Remove and replace windows with triple pane units. - Installation of rough opening waterproofing. - Repair and replace deteriorated rough opening framing.	\$30,000
2. Floor framing - Reinforce beams and joists - Remove dry rot at underside of wood plank subfloor.	\$50,000
3. Foundation - Waterproofing repairs. - Delaminating concrete repairs.	\$10,000
4. Brick Cladding - Brick mortar repairs and repointing. - Installation of weep and vent holes	\$10,000



# Appendices



# **Appendix A – Interior Openings**



## Interior Openings

#1



**Location:** West Elevation

**Detail addressed:** Below windowsill/jamb

**Size:** 2'x1'

**Condition:** Generally Dry


**Assembly Observed:**

- Brick Veneer Cladding
- 5/8" Plywood Sheathing
- 2x6 Wood Studs
- (R-19) Batt Insulation
- 6 mil Poly Vapour Barrier
- 1/2" Plywood Sheathing
- 5/8" Gypsum Board
- Painted Finish





**Keewatin Branch Library Structural Review**  
Appendix A – Interior Openings

<p>#2</p>		<p><b>Location:</b> Southwest Corner <b>Detail addressed:</b> Field of Wall <b>Size:</b> 3'x2' <b>Condition:</b> Dry, no deterioration of materials <b>Assembly Observed:</b></p> <ul style="list-style-type: none"><li>• Brick Veneer Cladding</li><li>• 5/8" Plywood Sheathing</li><li>• 2x6 Wood Studs</li><li>• R19 Batt Insulation</li><li>• 6 mil Poly Vapour Barrier</li><li>• 1/2" Plywood Sheathing</li><li>• 2 layers of 1/2" Gypsum Board</li><li>• Painted Finish</li></ul>
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#3



**Location:** West Elevation

**Detail addressed:** Below Windowsill/Jamb

**Size:** 2'x1'

**Condition:** Moisture ingress observed, minor deterioration of materials

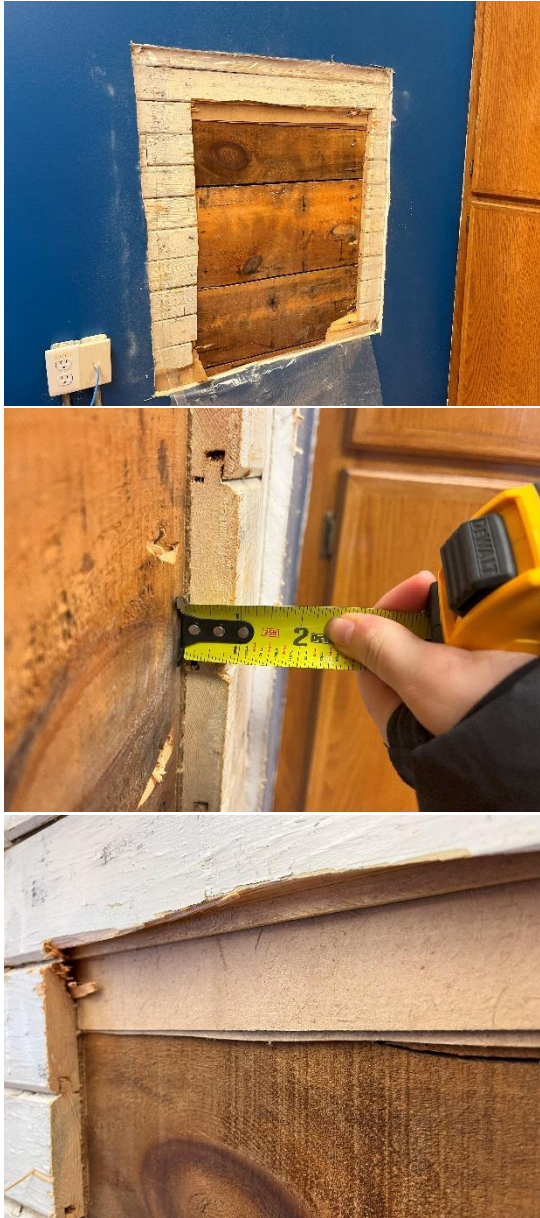
**Assembly Observed:**

- Brick Veneer Cladding
- 5/8" Plywood Sheathing
- 2x6 Wood Studs
- (R-19) Batt Insulation
- 6 mil Poly Vapour Barrier
- 1/2" Plywood Sheathing
- 2 layers of 5/8" Gypsum Board
- Painted Finish





**Keewatin Branch Library Structural Review**  
Appendix A – Interior Openings

<p>#4</p>		<p><b>Location:</b> North Elevation <b>Detail addressed:</b> Field of wall <b>Size:</b> 3'x3' <b>Condition:</b> Dry, no deterioration of materials <b>Assembly Observed:</b></p> <ul style="list-style-type: none"><li>• Brick Veneer Cladding</li><li>• 5/8" Plywood Sheathing</li><li>• 2x6 Wood Studs</li><li>• Blown-in Insulation</li><li>• 2x12 Wood Plank</li><li>• 1x4 T&amp;G Shiplap</li><li>• 6 mil Poly Vapour Barrier</li><li>• 5/8" Gypsum Board</li><li>• Painted Finish</li></ul>
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**Keewatin Branch Library Structural Review**  
Appendix A – Interior Openings

#5



**Location:** East Elevation

**Detail addressed:** Field of Wall

**Size:** 4'x4'

**Condition:** Dry, evidence of previous moisture ingress.

**Assembly Observed:**

- Brick Veneer Cladding
- 5/8" Plywood Sheathing
- 2x6 Wood Studs
- (R-19) Batt Insulation
- 6 mil Poly Vapour Barrier
- 5/8" Gypsum Board
- Painted Finish



**Keewatin Branch Library Structural Review**  
Appendix A – Interior Openings

<p>#6</p>		<p><b>Location:</b> North Elevation <b>Detail addressed:</b> Field of Wall <b>Size:</b> 3'x4' <b>Condition:</b> Dry, no deterioration of materials <b>Assembly Observed:</b></p> <ul style="list-style-type: none"><li>• Brick Veneer Cladding</li><li>• 5/8" Plywood Sheathing</li><li>• 2x6 Wood Studs</li><li>• (R-19) Batt Insulation</li><li>• 6 mil poly Vapour Barrier</li><li>• 5/8" Gypsum Board</li><li>• Painted Finish</li></ul>
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<p>#7</p>		<p><b>Location:</b> South Elevation <b>Detail addressed:</b> Top of Wall <b>Size:</b> 1.5'x1.5' <b>Condition:</b> Dry, no deterioration of materials <b>Assembly Observed:</b></p> <ul style="list-style-type: none"><li>• Brick Veneer Cladding</li><li>• 5/8" Plywood Sheathing</li><li>• 2x6 Wood Studs (Assumed)</li><li>• Blown-in Insulation</li><li>• 1x4 Shiplap</li><li>• 6 mil Poly Vapour Barrier</li><li>• 5/8" Gypsum Board</li></ul>
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## **Appendix B – Main floor plan**





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Stantec is a global leader in sustainable engineering, architecture, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.





## **Hazardous Building Materials Assessment (Management)**

Keewatin Public Library  
221 Main Street, Keewatin,  
Ontario

Prepared for:

**City of Kenora**  
1 Main Street South  
Kenora, Ontario, P9N 3X2

March 28, 2024

Pinchin File: 334362



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## **EXECUTIVE SUMMARY**

City of Kenora (Client) retained Pinchin Ltd. (Pinchin) to conduct a hazardous building materials assessment at Keewatin Public Library located at 221 Main Street, Keewatin, Ontario. Pinchin performed the assessment on February 13, 2024.

The objective of the assessment was to document the locations of specified hazardous 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.

## **SUMMARY OF FINDINGS**

Asbestos: Asbestos-containing materials were not found in the assessed area.

Lead:

- Lead is present in paints and coatings.
- Batteries of emergency lights contain solid lead.
- Other application such as solder, flashings, glazing or presumed items.

Silica: Crystalline silica is present in concrete and other materials such as masonry, and drywall.

Mercury: Mercury vapour is present in lamp tubes.

Polychlorinated Biphenyls (PCBs): PCBs are not present.



## **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 prior to commencing renovations or demolition.
2. Recycle mercury-containing lamp tubes when removed from service.
3. Follow appropriate safe work procedures when handling or disturbing lead and silica.

*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.*



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## APPENDICES

APPENDIX I	Drawings
APPENDIX II-A	Asbestos Analytical Certificates
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APPENDIX IV	Location Summary Report
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APPENDIX VI	HMIS All Data Report



## 1.0 INTRODUCTION AND SCOPE

City of Kenora (Client) retained Pinchin Ltd. (Pinchin) to conduct a hazardous building materials assessment at Keewatin Public Library located at 221 Main Street, Keewatin, Ontario.

Pinchin performed the assessment on February 13, 2024. The assessor was accompanied by City of Kenora staff during the assessment. The assessed area was unoccupied at the time of the assessment.

The objective of the assessment was to document the locations of specified hazardous 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 **assessed area** consisted of all interior areas of the building; the exterior of the building was not included.

The assessment was performed to establish the type of specified hazardous building materials, locations and approximate quantities incorporated in the structure(s) and its finishes.

For the purpose of the assessment and this report, hazardous building materials are defined as follows:

- Asbestos
- Lead
- Silica
- Mercury
- Polychlorinated Biphenyls (PCBs)

The following Designated Substances are not typically found in building materials in a composition/state that is hazardous and were not included in this assessment:

- Arsenic
- Acrylonitrile
- Benzene
- Coke oven emissions
- Ethylene oxide
- Isocyanates
- Vinyl chloride monomer



## 2.0 METHODOLOGY

Pinchin conducted a room-by-room assessment (rooms, corridors, service areas, exterior, etc.) to identify the hazardous 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. Destructive testing of flooring was not conducted (under carpets or multiple layers of flooring). Demolition of walls, solid ceilings, structural items, interior finishes, or exterior building finishes, to determine the presence of concealed materials was not conducted. Sampling of roofing materials was not conducted.

For further details on the methodology including test methods and evaluation criteria, refer to Appendix III.

## 3.0 BACKGROUND INFORMATION

### 3.1 Building Description

Description Item	Details
Use	Institutional.
Number of Floors	The building is one storey plus one level below grade.
Total Area	The total area of the building is 5,000 square feet. The assessed area is 5,000 square feet.
Year of Construction	The building was constructed in 1915. Significant renovations occurred in 1982 (window date stamps range from 1983 – 1991)
Structure	Concrete and wood.
Exterior Cladding	Brick veneer masonry.
HVAC	Natural gas-fired forced air furnace.
Roof	Unknown.
Flooring	Vinyl plank, carpet, concrete, vinyl tile, vinyl sheet floor.
Interior Walls	Drywall.
Ceilings	Ceiling tile (lay-in), hammered ceiling tile.

### 3.2 Existing Reports

No existing reports were provided for reference.

## 4.0 FINDINGS

The following section summarizes the findings of the assessment and provides a general description of the hazardous building materials identified. For details on approximate quantities, condition, friability,



accessibility, and locations of hazardous building materials; refer to the Hazardous Material Summary / Sample Log and All Data Report in Appendices V and VI.

Any quantities listed in this report or data tables are estimated based on visual approximations only and are subject to variation.

## **4.1 Asbestos**

### *4.1.1 Pipe Insulation*

Pipes in the assessed area are either uninsulated or insulated with non-asbestos fiberglass or other non-asbestos insulation such as mineral fibre or elastomeric foam insulation.

Pipes insulated with asbestos-containing insulations may be present in inaccessible spaces such as above solid ceilings, in chases, in column enclosures and within shafts.

### *4.1.2 Duct Insulation and Mastic*

Ducts are either uninsulated or insulated with non-asbestos fiberglass (foil-faced or canvas jacketing).

Mastic was not observed on exterior sections of ducts assessed.

### *4.1.3 Mechanical Equipment Insulation*

Mechanical equipment (e.g., furnace) is either uninsulated or insulated with non-asbestos fiberglass.


### *4.1.4 Vermiculite*

Loose fill vermiculite was not observed within the cavities.

### *4.1.5 Acoustic Ceiling Tiles*

The following is a summary of acoustic ceiling tiles sampled, for a complete list of locations, refer to Appendix V.



Description	Sample Location	Sample Number, Date Code or Material Composition	Asbestos	Photo
24"x48" White, solid	Office (Loc. 5)	S0001A-C	No	

#### 4.1.6 Drywall Joint Compound

Drywall joint compound present on wall and ceiling finishes throughout the assessed area does not contain asbestos (samples S0002A-C).

#### 4.1.7 Sealants, Caulking, and Putty

Homogenous, colourless caulking at interior window frames does not contain asbestos (samples S0003A-C).

#### 4.1.8 Excluded 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
- Floor levelling compound
- Electrical components
- Insulation under metal clad boilers and vessels
- Mechanical packing, ropes, and gaskets
- Vermiculite
- Ropes and gaskets in cast-iron bell and spigot joints
- Sealants on pipe threads

## 4.2 Lead

### 4.2.1 Paints and Surface Coatings

Refer to the lab report(s) in Appendix II-B and the Hazardous Material Summary / Sample Log in Appendix V for details on paints sampled and their locations.

The following table summarizes the analytical results of paints sampled.

Sample Number	Colour, Substrate Description	Sample Location	Lead (%)	Photo
L0001	Brown, drywall wall	Books (Loc. 2)	<0.0051	
L0002	Blue, wooden window sills	Books (Loc. 2)	<0.0054	
L0003	Beige, hammered tin ceiling tiles above drop ceiling	Books (Loc. 2)	<b>1.0</b>	
L0004	Black, vault door	Reception (Loc. 8)	<b>18</b>	

Results above 0.1% (1,000 mg/kg) are considered lead-containing, and over 0.5% (5,000 mg/kg) are considered lead-based.

Results less than or equal to 0.1% (1,000 mg/kg), but equal to or greater than 0.009% (90 mg/kg), are considered low-level lead paints or surface coatings in accordance with the EACC guideline.



Results above 0.009% (90 mg/kg) are considered lead-containing.

#### 4.2.2 *Lead Products and Applications*

Lead-containing batteries are present in emergency lighting.

#### 4.2.3 *Excluded Lead Materials*

Lead is known to be present in several materials which were not assessed or sampled. The following materials, where found, should be presumed to contain lead.

- Electrical components, including wiring connectors, grounding conductors, and solder
- Solder on pipe connections

### **4.3 Silica**

Crystalline silica is assumed to be a component of the following materials where present in the building.

- Concrete
- Masonry and mortar
- Drywall
- Ceiling tiles

### **4.4 Mercury**

#### 4.4.1 *Lamps*

Mercury vapour is present in fluorescent lamp tubes.

#### 4.4.2 *Mercury-Containing Devices*

Mercury-containing devices were not found during the assessment.

### **4.5 Polychlorinated Biphenyls**

#### 4.5.1 *Lighting Ballasts*

Based on information from the Client and confirmed by visual observations (e.g., evidence of T-5 or T-8 fixtures with electronic ballasts) the fixtures will not contain PCB ballasts.

#### 4.5.2 *Transformers*

Transformers were not found during the assessment.



#### 4.5.3 *Excluded PCB Materials*

PCBs are known to be present in several materials and equipment which were not assessed or sampled. The following materials, where found, should be presumed to contain PCBs until sampling proves otherwise.

- Capacitors within or associated with electrical equipment
- Oil impregnated cables
- High voltage electrical terminals (potheads) and bushings
- Voltage regulators and capacitors
- Hydraulic fluids
- Paints
- Lubricants

## 5.0 **RECOMMENDATIONS**

### 5.1 **General**

This report does not provide sufficient detail for most renovation or demolition. 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 sampling of other materials not previously tested (e.g., roofing materials, caulking, mastics).

### 5.2 **On-going Management and Maintenance**

The following recommendations are made regarding on-going management and maintenance work involving the hazardous materials identified.

#### 5.2.1 *Lead*

For lead-containing or lead-based paints (i.e., greater than the EACC guideline of 0.1% (1,000 mg/kg) for lead-containing paints, and 0.5% (5,000 mg/kg) for lead-based), construction disturbance may result in over-exposure to lead dust or fumes. The need for work procedures, engineering controls and personal protective equipment should be assessed on a site-specific basis to comply with Ministry of Labour, Training and Skills Development regulations, and guidelines.

For paints identified as having low levels of lead (i.e., equal to or above 0.009% (90 mg/kg) but less than or equal to the EACC guideline of 0.1% (1,000 mg/kg) for lead-containing paints) special precautions are not recommended unless aggressive disturbance (grinding, blasting, torching) is planned. Exposure from



construction disturbance of paints containing lead less than 0.009% (90 mg/kg) is assumed to be insignificant.

Lead-containing items should be recycled when taken out of service.

#### 5.2.2 *Silica*

Disturbance of silica-containing products during maintenance activities may result in excessive exposures to airborne silica, especially if performed indoors and dry. Cutting, grinding, drilling or demolition of materials containing silica should be completed only with proper respiratory protection and other worker safety precautions that comply with applicable regulations and guidelines.

#### 5.2.3 *Mercury*

Do not break lamps. Recycle and reclaim mercury from fluorescent lamps when taken out of service. Mercury is classified as a hazardous waste and must be disposed of in accordance with applicable regulations.

#### 5.2.4 *PCBs*

When light fixtures are removed from service, examine light ballasts for PCB content. If ballasts are not clearly labelled as "non-PCB" or are suspected to contain PCBs; package and ship ballasts for destruction at a federally permitted facility. All ballasts that contain PCBs must be removed from service and disposed of by December 31, 2025.

Sample caulking for PCB content prior to disturbance.

## 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. Lead on Construction Projects, Ministry of Labour Guidance Document.
4. The Environmental Abatement Council of Canada (EACC) Lead Guideline for Construction, Renovation, Maintenance or Repair.
5. Ministry of the Environment Regulation, R.R.O. 1990 Reg. 347 as amended.
6. Ministry of the Environment Regulation, R.R.O. 1990 Reg. 362 as amended.
7. Silica on Construction Projects, Ministry of Labour Guidance Document.
8. Alert – Mould in Workplace Buildings, Ontario Ministry of Labour.
9. PCB Regulations, SOR/2008-273, Canadian Environmental Protection Act.
10. Surface Coating Materials Regulations, SOR/2016-193, Canada Consumer Product Safety Act.
11. Consolidated Transportation of Dangerous Goods Regulations, including Amendment SOR/2019-101, Transportation of Dangerous Goods Act.
12. Mould Guidelines for the Canadian Construction Industry, Standard Construction Document CCA 82 – 2004 (Revised 2018), Canadian Construction Association.
13. Ozone-depleting Substances and Halocarbon Alternatives Regulations, SOR/2016-137.
14. Canada Occupational Health and Safety Regulation, SOR/86-304.

\\PIN-KEN-FS01\job\334000s\0334362.000 CityofKenora,HAZ,AROSummary,VariousLocat\Deliverables\HBMA Reports\Keewatin Library\334362 HBMA Report 211 Main St, Keewatin, ON, City of Kenora Mar28, 2024.docx




Template: Master Report for Hazardous Materials Assessment Report (Management), HAZ, January 24, 2024

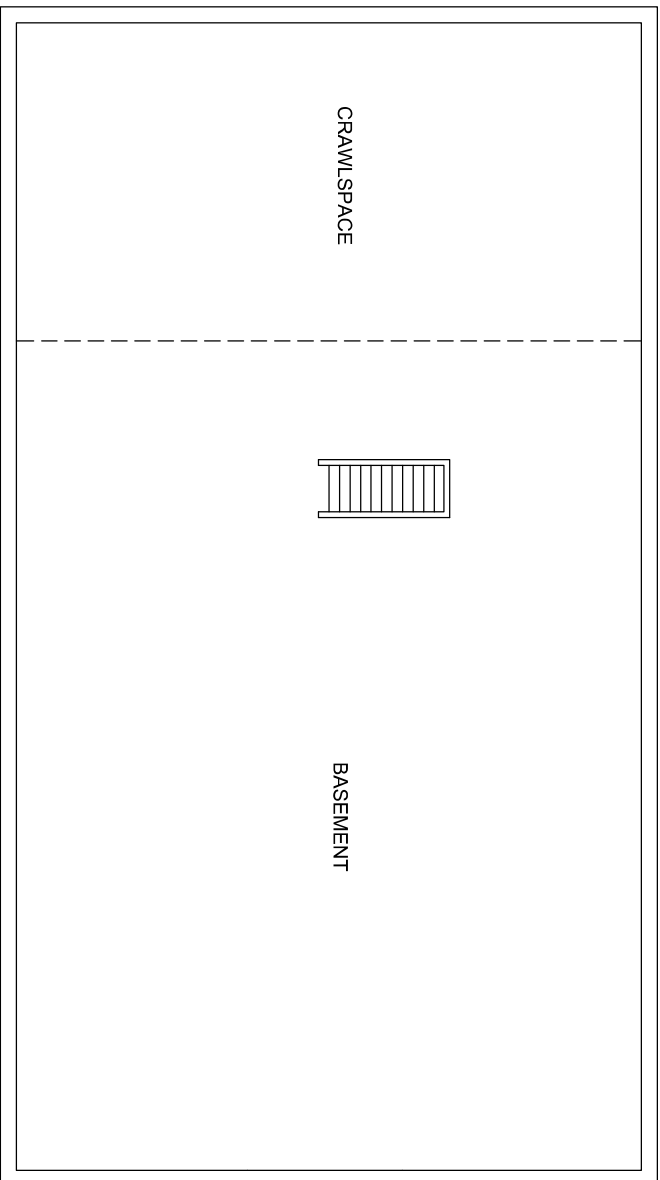


**APPENDIX I**  
**Drawings**



LEGEND

-  PINCHIN LOCATION NUMBER
-  ASBESTOS BULK SAMPLE
-  LEAD BULK SAMPLE



PROJECT NAME:  
HAZARDOUS BUILDING  
MATERIALS ASSESSMENT

CLIENT NAME:  
CITY OF KENORA

PROJECT LOCATION:  
221 MAIN STREET  
KENORA, ONTARIO

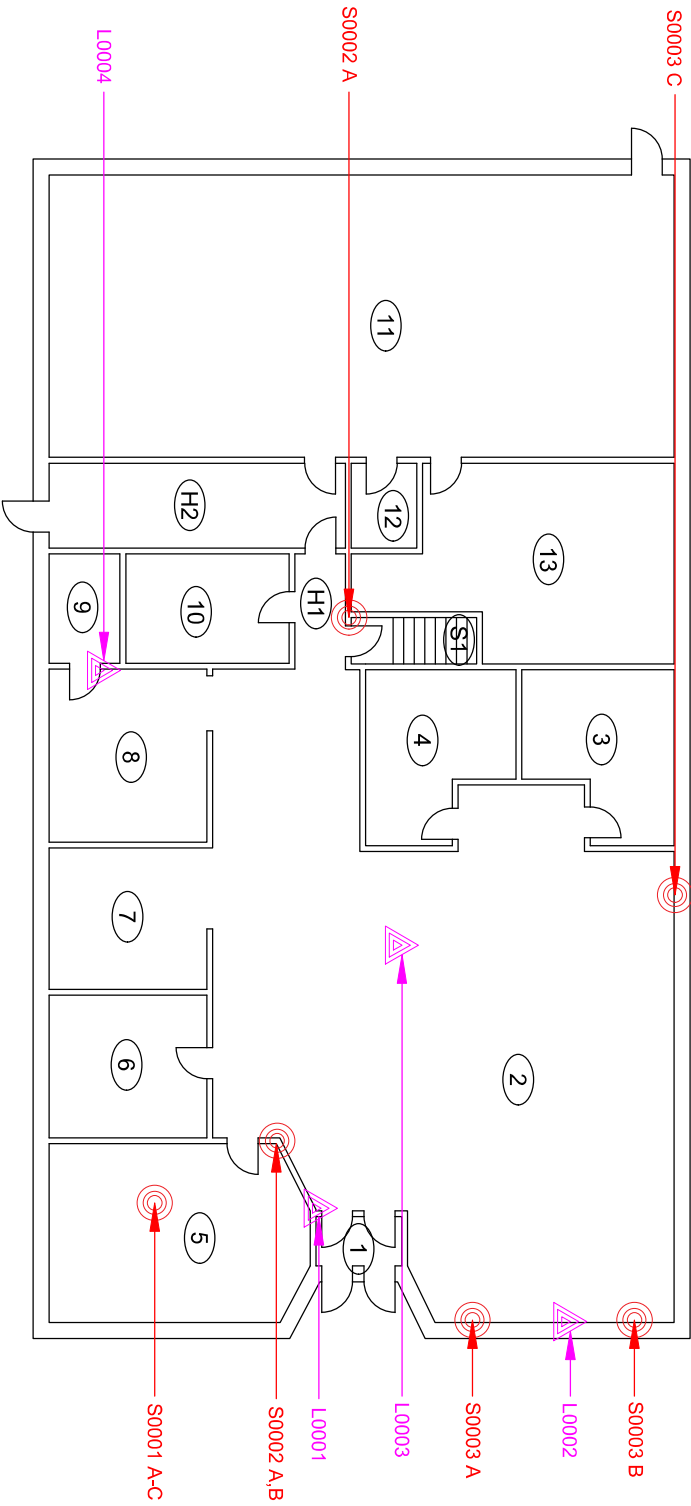
FIGURE NAME:  
BASEMENT SAMPLING  
LOCATION PLAN

PROJECT NUMBER: 0334362.000 SCALE: NOT TO SCALE  
DRAWN BY: RC REVIEWED BY: MD

DATE: MARCH 2024 FIGURE NUMBER: 2

NOTE:  
NOT ALL KNOWN OR SUSPECTED HAZARDOUS BUILDING MATERIALS MAY BE DEPICTED ON THE DRAWING. REFER TO THE HAZARDOUS BUILDING MATERIALS ASSESSMENT REPORT FOR A COMPLETE LIST OF KNOWN AND SUSPECTED HAZARDOUS BUILDING MATERIALS.

LEGEND IS COLOUR DEPENDENT. NON-COLOUR COPIES MAY ALTER INTERPRETATION.



NOTE:  
 NOT ALL KNOWN OR SUSPECTED HAZARDOUS BUILDING MATERIALS MAY BE DEPICTED ON THE DRAWING. REFER TO THE HAZARDOUS BUILDING MATERIALS ASSESSMENT REPORT FOR A COMPLETE LIST OF KNOWN AND SUSPECTED HAZARDOUS BUILDING MATERIALS.

LEGEND IS COLOUR DEPENDENT. NON-COLOUR COPIES MAY ALTER INTERPRETATION.



- LEGEND
- (X) PINCHIN LOCATION NUMBER
  - (Red Circle) ASBESTOS BULK SAMPLE
  - (Purple Triangle) LEAD BULK SAMPLE



PROJECT NAME: HAZARDOUS BUILDING MATERIALS ASSESSMENT	
CLIENT NAME: CITY OF KENORA	
PROJECT LOCATION: 221 MAIN STREET KENORA, ONTARIO	
FIGURE NAME: MAIN FLOOR SAMPLING LOCATION PLAN	
PROJECT NUMBER: 0334362.000	SCALE: NOT TO SCALE
DRAWN BY: RC	REVIEWED BY: MD
DATE: MARCH 2024	FIGURE NUMBER: 1

**APPENDIX II-A**  
**Asbestos Analytical Certificates**



## Pinchin Ltd. Asbestos Laboratory *Certificate of Analysis*

**Project No.:** 0334362.000  
**Prepared For:** M. Dykstra / D. George

**Lab Reference No.:** b308827  
**Analyst(s):** D. Wright

**Date Received:** February 16, 2024      **Samples Submitted:** 9  
**Date Analyzed:** February 23, 2024      **Phases Analyzed:** 13

---

The Pinchin Ltd. Mississauga asbestos laboratory is accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP Lab Code 101270-0) for the 'EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples,' and the 'EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials'; and meets all requirements of ISO/IEC 17025:2017. The Pinchin asbestos laboratory uses the aforementioned methods of analysis.

Bulk samples are checked visually and scanned under a stereomicroscope. Slides are prepared and observed under a Polarized Light Microscope (PLM) at magnifications of 40X, 100X or 400X as appropriate. Asbestos fibres are identified by a combination of morphology, colour, refractive index, extinction, sign of elongation, birefringence and dispersion staining colours. A visual estimate is made of the percentage of asbestos present. A reported concentration of less than (<) the regulatory threshold indicates the presence of confirmed asbestos in trace quantities, limited to only a few fibres or fibre bundles in an entire sample. This method complies with provincial regulatory requirements where applicable. Multiple phases within a sample are analyzed and reported separately.

All bulk samples submitted to this laboratory for asbestos analysis are retained for a minimum of three months. Samples may be retrieved, upon request, for re-examination at any time during that period.

This report relates only to the items tested.

*This report relates only to the items tested and is valid only when signed with a protected, authorized, electronic signature. This report may not be reproduced, except in full, without the written approval of Pinchin Ltd. The client may not use this report to claim product endorsement by NVLAP or any agency of the U.S. Government. Internal verification studies, quality assurance / control data and laboratory documentation on measurement uncertainty are available upon request.*



## Pinchin Ltd. Asbestos Laboratory Certificate of Analysis

**Project No.:** 0334362.000  
**Prepared For:** M. Dykstra / D. George

**Lab Reference No.:** b308827  
**Date Analyzed:** February 23, 2024

### BULK SAMPLE ANALYSIS

SAMPLE IDENTIFICATION	SAMPLE DESCRIPTION	% COMPOSITION (VISUAL ESTIMATE)	
		ASBESTOS	OTHER
S0001A Ceiling tile / Office	Homogeneous, white, consolidated material.	None Detected	Non-Fibrous Material > 75%
S0001B Ceiling tile / Office	Homogeneous, white, consolidated material.	None Detected	Non-Fibrous Material > 75%
S0001C Ceiling tile / Office	Homogeneous, white, consolidated material.	None Detected	Non-Fibrous Material > 75%
Comments:	Man-made vitreous fibres are present on the surface of this sample.		
S0002A Drywall Joint Compound (DJC) / Basement Stairwell	2 Phases: a) Homogeneous, white, drywall joint compound.  b) Homogeneous, white, porous, drywall joint compound.	None Detected  None Detected	Non-Fibrous Material > 75%  Non-Fibrous Material > 75%
Comments:	Cellulose is present on the surface of this sample.		
S0002B DJC / Main Room	2 Phases: a) Homogeneous, white, drywall joint compound.  b) Homogeneous, white, porous, drywall joint compound.	None Detected  None Detected	Non-Fibrous Material > 75%  Non-Fibrous Material > 75%
Comments:	Cellulose is present on the surface of this sample.		
S0002C DJC / Main Room	2 Phases: a) Homogeneous, white, drywall joint compound.  b) Homogeneous, white, porous, drywall joint compound.	None Detected  None Detected	Non-Fibrous Material > 75%  Non-Fibrous Material > 75%
Comments:	Cellulose is present on the surface of this sample.		





**Pinchin Ltd. Asbestos Laboratory**  
***Certificate of Analysis***

**Project No.:** 0334362.000  
**Prepared For:** M. Dykstra / D. George

**Lab Reference No.:** b308827  
**Date Analyzed:** February 23, 2024

**BULK SAMPLE ANALYSIS**

SAMPLE IDENTIFICATION	SAMPLE DESCRIPTION	% COMPOSITION (VISUAL ESTIMATE)	
		ASBESTOS	OTHER
S0003A Window Caulking / Main Room	Homogeneous, colourless, caulking material.	None Detected	Non-Fibrous Material > 75%
S0003B Window Caulking / Main Room	Homogeneous, colourless, caulking material.	None Detected	Non-Fibrous Material > 75%
S0003C Window Caulking / Main Room	2 Phases: a) Homogeneous, colourless, caulking material.	None Detected	Non-Fibrous Material > 75%
	b) Homogeneous, pale yellow, caulking material.	None Detected	Non-Fibrous Material > 75%

**Reviewed by:**

**Reporting Analyst:**



Analyzed by: DW  
 Reviewed by: [Signature]  
 Report Sent by: \_\_\_\_\_



**Special Instructions:**

**Pinchin Ltd. - Asbestos Laboratory  
 Internal Asbestos Bulk Sample Chain of Custody**

<b>Client Name:</b>		<b>Project Address:</b>	
<b>Portfolio/Building No:</b>		<b>Pinchin File:</b>	334362
<b>Submitted by:</b>	Michael Dykstra	<b>Email:</b>	<a href="mailto:mdykstra@pinchin.com">mdykstra@pinchin.com</a>
<b>CC Results to:</b>	David George	<b>CC Email:</b>	<a href="mailto:dgeorge@pinchin.com">dgeorge@pinchin.com</a>
<b>Invoice to:</b>	Kenora office	<b>Invoice Email:</b>	<a href="mailto:kenora@pinchin.com">kenora@pinchin.com</a>
<b>Date Submitted:</b>	February 14 2024	<b>Required by:</b>	February 21 2024
<b># of Samples:</b>	9	<b>Priority:</b>	5 Day Turnaround
<b>Year of Building Construction (Mandatory Field):</b>			1915
<b>Do NOT Stop on Positive (Sample Numbers):</b>			
<b>Pinchin Group Company (Mandatory Field):</b>			Pinchin

**To be Completed by Lab Personnel Only:** b308827 CU

<b>Lab Reference #:</b>		<b>Time:</b>	24 hour clock		
<b>Received by:</b>	FEB 16 2024	<b>Date:</b> <u>2/23/24</u>	Month	Day	2021

**Name(s) of Analyst(s):** D. Wright

Sample Prefix	Sample No.	Sample Suffix	Sample Description/Location (Mandatory)
S	0001	A	Ceiling tile / Office ND
S	0001	B	Ceiling tile / Office ND
S	0001	C	Ceiling tile / Office ND
S	0002	A	Drywall Joint Compund (DJC) / Basement Stairwell a) ND b) ND
S	0002	B	DJC / Main Room a) ND b) ND
S	0002	C	DJC / Main Room a) ND b) ND

Sample Prefix	Sample No.	Sample Suffix	Sample Description/Location (Mandatory)
S	0003	A	Window Caulking / Main Room ND
S	0003	B	Window Caulking / Main Room ND
S	0003	C	Window Caulking / Main Room a) ND b) ND

**APPENDIX II-B**  
**Lead Analytical Certificates**



# Analysis for Lead Concentration in Paint Chips

by Flame Atomic Absorption Spectroscopy  
EPA SW-846 3050B/6010C/7000B



**Customer:** Pinchin Ltd.  
227 2nd St. South  
Kenora, ON P9N 1G1

**Attn:** Michael Dykstra

**Lab Order ID:** 10043688

**Analysis:** PBP

**Date Received:** 02/19/2024

**Date Reported:** 02/26/2024

**Project:** City of Kenora ARO HBMA's

Sample ID	Description	Mass (g)	Concentration (ppm)	Concentration (% by weight)
Lab Sample ID	Lab Notes			
L0001	Brown paint on drywall wall/ main room	0.0786	<51	<0.0051%
10043688_0001				
L0002	Blue paint around window sills/ main room	0.0299	<54	<0.0054%
10043688_0002				
L0003	Beige paint on hammered tin ceiling/ main room	0.0774	10000	1.0%
10043688_0003				
L0004	Black paint on vault door/ vault room	0.0726	180000	18%
10043688_0004				

Disclaimer: Unless otherwise noted blank sample correction was not performed on analytical results. Scientific Analytical Institute participates in the AIHA ELPAT program. ELPAT Laboratory ID: 173190. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. Analytical uncertainty available upon request. The quality control samples run with the samples in this report have passed all EPA required specifications unless otherwise noted. RL: (Report Limit for an undiluted 50ml sample is 4µg Total Pb).

Mark Doki (4)

Analyst

Approved Signatory



**Scientific Analytical Institute**  
 4604 Dundas Dr. Greensboro, NC 27407  
 Phone: 336.292.3888 Fax: 336.292.3313  
 www.sailab.com lab@sailab.com

*Lab Use Only*  
 Lab Order ID: 16043088  
 Client Code: \_\_\_\_\_

Contact Information	
Company Name: Pinchin Limited	
Address: 227 Second street South	
Kenora, Ontario	
P9N 1G1	
Contact: Michael Dykstra	
Phone <input type="checkbox"/>	807-468-4110
Fax <input type="checkbox"/>	
Email <input type="checkbox"/>	mdykstra@pinchin.com
PO Number: 334362	
Project Name/Number: City of Kenora ARO HBMA's	

Billing/Invoice Information	
Company: As per contact info	
Address:	
Contact:	
Phone <input type="checkbox"/>	
Fax <input type="checkbox"/>	
Email <input type="checkbox"/>	

Turn Around Times			
3 Hours	<input type="checkbox"/>	72 Hours	<input type="checkbox"/>
6 Hours	<input type="checkbox"/>	96 Hours	<input type="checkbox"/>
12 Hours	<input type="checkbox"/>	120 Hours	<input checked="" type="checkbox"/>
24 Hours	<input type="checkbox"/>	144+ Hours	<input type="checkbox"/>
48 Hours	<input type="checkbox"/>		

Lead Test Types			
Paint Chips by Flame AA (PBP) <input checked="" type="checkbox"/>	Soil by Flame AA (PBS) <input type="checkbox"/>	Other <input type="checkbox"/>	
Wipe by Flame AA (PBW) <input type="checkbox"/>	Air by Flame AA (PBA) <input type="checkbox"/>		

Sample ID #	Description/Location	Volume/Area	Comments
L0001	Brown paint on drywall wall / Main Room		
L0002	Blue paint around windowsills / Main Room		
L0003	Beige paint on hammered tin ceiling / Main Room		
L0004	Black paint on vault door / Vault Room		
		Accepted <input checked="" type="checkbox"/>	
		Retested <input type="checkbox"/>	

Total Number of Samples 4

Relinquished by	Date/Time	Received by	Date/Time
MD	02.14.24 / 14:00	<i>Joh</i> 2119 10:30	



**APPENDIX III**  
**Methodology and Evaluation Criteria**



## **1.0 GENERAL**

An investigation was conducted to identify the type of Hazardous Building Materials incorporated in the structure and its finishes.

Information regarding the location and condition of hazardous building materials 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.

### **1.1 Asbestos**

The investigation 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, or a material that has already become crushed, pulverized, or powdered.

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. The sampling strategy was also based on known ban dates and phase out dates of the use of asbestos; sampling of certain building materials is not conducted after specific construction dates. In addition, to be conservative, several years past these dates are added to account for some uncertainty in the exact start / finish date of construction and associated usage of ACM. In some cases, manufactured products such as asbestos cement pipe were visually identified without sample confirmation.

The asbestos analysis of select materials was completed using a stop-positive approach. Only one result meeting the regulated criteria was required to determine that a material is asbestos-containing, but all samples must be analyzed to conclusively determine that a material is non-asbestos. The laboratory stopped analyzing samples from a homogeneous material once a result equal to or greater than the regulated criteria is detected in any of the samples of that material. All samples of a homogeneous material were analyzed if no asbestos is detected. In some cases, all samples were analyzed in the sample set regardless of result.

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%
Federal	1%	1%

\* If there is a conflict between federal and provincial criteria, the more stringent will apply.

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 any 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.

## 1.2 Lead

Samples of distinctive paint finishes, and surface coatings present in more than a limited application, where removal of the paint is possible were collected. The samples were collected by scraping the painted finish to include base and covering applications.

Analysis for lead in paints or surface coatings was performed in accordance with EPA Method No. 3050B/Method No. 7420; flame atomic.

Analytical results were compared to the following criteria.

Jurisdiction*	Units (%)	Units (ppm) / (mg/kg)
Ontario	0.1	1,000
Federal	0.009	90



\* If there is a conflict between federal and provincial criteria, the more stringent will apply.

Other lead building products (e.g. batteries, lead sheeting, flashing) were identified by visual observation only.

### **1.3 Silica**

Building materials known to contain crystalline silica (e.g. concrete, cement, tile, brick, masonry, mortar) were identified by visual inspection only. Pinchin did not perform sampling of these materials for laboratory analysis of crystalline silica content.

### **1.4 Mercury**

Building materials, products or equipment (e.g. thermostats, barometers, pressure gauges, lamp tubes), suspected to contain mercury were identified by visual inspection only. Dismantling of equipment suspected of containing mercury was not performed. Sampling of these materials for laboratory analysis of mercury content was not performed.

### **1.5 Polychlorinated Biphenyls**

The potential for light ballast and oil filled transformers to contain PCBs was based on the age of the building, a review of maintenance records, and examination of labels or nameplates on equipment, where present and accessible. The information was compared to known ban dates of PCBs and Environment Canada publications.

Dry type transformers were presumed to be free of dielectric fluids and hence non-PCB.

Fluids (mineral oil, hydraulic, Aroclor or Askarel) in transformers or other equipment were not sampled for PCB content.

Template: Methodology for Hazardous Building Materials Assessment, HAZ, January 16, 2024

## **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:

<b>Good</b>	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.
<b>Poor</b>	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:

<b>Good</b>	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.
<b>Fair</b>	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.



---

<b>Poor</b>	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:

---

<b>Good</b>	No significant damage or deterioration. Still serving its intended use as a building material or finish.
<b>Fair</b>	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.
<b>Poor</b>	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:

---

<b>Good</b>	No significant damage or deterioration. Still serving its intended use as a building material or finish.
-------------	--

---

---

<b>Fair</b>	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.
<b>Poor</b>	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).

---

<b>Debris</b>	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:

<b>Access (A)</b>	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.)
<b>Access (B)</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.
<b>Access (C) and Visible</b>	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.
<b>Access (C) and not Visible</b>	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.
<b>Access (D)</b>	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 <sup>1</sup>	Action 5 <sup>2</sup>	Action 3	Action 1
(B)	Action 7	Action 6 <sup>3</sup>	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 <sup>4</sup>	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	
<b>Action 1</b>	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.

<sup>1</sup> If friable ACM in access (A)/Good condition is not proactively removed Action 7 (Manage) is recommended.

<sup>2</sup> If friable ACM in access (A)/Fair condition is not proactively removed repair is recommended.

<sup>3</sup> If friable ACM in access (B)/Fair condition is likely to be disturbed after repair proactive removal is recommended.

<sup>4</sup> 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

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## Action Definitions

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<b>Action 2</b>	<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>
<b>Action 3</b>	<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>
<b>Action 4</b>	<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>
<b>Action 5</b>	<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>
<b>Action 6</b>	<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>
<b>Action 7</b>	<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>

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Master Template: Methodology Annex A to Appendix I Evaluation Criteria, HAZ, August 17, 2023

**APPENDIX IV**  
**Location Summary Report**

**Client:** City of Kenora  
**Building Name:** Keewatin Library  
**Survey Date:** 2024-02-13  
**Building Phases:** A:

**Site:** 221 Main Street, Kenora, ON  
**Last Re-Assessment:**

Location No.	Name or Description	Area ft <sup>2</sup>	Floor No.	Bldg. Phase	Notes
1	Entrance Vestibule	27	1	A	
2	Books	1350	1	A	
3	W/R	64	1	A	
4	W/R	52	1	A	
5	Storage	258	1	A	
6	Staff Room/Kitchen	113	1	A	
7	Kids Area	113	1	A	
8	Reception	184	1	A	
9	Storage	37	1	A	
10	Storage	100	1	A	
11	Common Area	892	1	A	
12	W/R	41	1	A	
13	Kitchen	276	1	A	
14	Vestibule	36	1	A	
15	Hallway, room no. H1	33	1	A	
16	Hallway, room no. H2	143	1	A	
17	Basement	1296	B	A	



**APPENDIX V**

**Hazardous Materials Summary Report / Sample Log**

Client: City of Kenora

Site: 221 Main Street, Kenora, ON

Building Name: Keewatin Library

Survey Date: 2024-02-13

HAZMAT	Sample No	System/Component/Material/Sample Description	Locations	Bldg. Phase	LF	SF	EA	%	Type	Positive	Friability
Asbestos	S0001 ABC	Ceiling    Ceiling Tiles (lay-in)   24"x48" Solid White, No Pins Or Fissures	2,3,4,5,6,7,8,10,11,12,13,14,15,16	A	0	4100	0	0	None Detected	No	-
Asbestos	S0002 ABC	Wall, Ceiling, Wall    Drywall And Joint Compound	1,2,3,4,5,6,7,8,10,11,12,13,14,15,16,17	A	0	7634	0	0	None Detected	No	-
Asbestos	S0003 ABC	Other    Caulking   Homogenous, Colourless	2	A	225	0	0	0	None Detected	No	-
Asbestos	V0000	Ceiling    Concrete (poured)	9	A	0	37	0	0	Non Asbestos	No	-
Asbestos	V0000	Duct    Not Insulated	2,17	A	0	0	0	0	Non Asbestos	No	-
Asbestos	V0000	Floor    Carpet	2,6,7,8,10,15,17	A	0	1849	0	0	Non Asbestos	No	-
Asbestos	V0000	Floor    Concrete (poured)	9,17	A	0	1333	0	0	Non Asbestos	No	-
Asbestos	V0000	Floor    Vinyl Floor Tile	1,3,4,8,11,12,13,14,16	A	0	1531	0	0	Non Asbestos	No	-
Asbestos	V0000	Floor    Wood	5	A	0	258	0	0	Non Asbestos	No	-
Asbestos	V0000	Mechanical Equipment   Furnace   Fibreglass	17	A	0	0	2	0	Non Asbestos	No	-
Asbestos	V0000	Piping    Not Insulated	4,17	A	2	0	0	0	Non Asbestos	No	-
Asbestos	V0000	Wall    Concrete (poured)	9,17	A	0	2600	0	0	Non Asbestos	No	-
Paint	L0001	Wall   Paint   Brown Paint On Drywall Wall	2	A	0	0	0	0		No	-
Paint	L0002	Wall   Paint   Blue Paint On Wood Window Sills	2	A	0	0	0	0		No	-
Paint	L0003	Ceiling   Paint   Beige Paint On Hammered Trim Ceiling	2	A	0	1350	0	0	Lead (High)	Yes	-
Paint	L0004	Other   Paint   Black Paint From Metal Vault	8	A	0	50	0	0	Lead (High)	Yes	-

## Legend:

Sample number	Units	
S####	SF	Asbestos sample collected
L####	LF	Paint sample collected
P####	EA	PCB sample collected
M####	%	Mould sample collected
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

NF	Non Friable material.
F	Friable material
PF	Potentially Friable material

**APPENDIX VI**  
**HMIS All Data Report**

## ALL DATA REPORT

**Client:** City of Kenora  
**Location:** #1 : Entrance Vestibule  
**Survey Date:** 2024-02-13

**Site:** 221 Main Street, Kenora, ON  
**Floor:** 1

**Building Name:** Keewatin Library  
**Room #:** 27  
**Last Re-Assessment:** 0000-00-00

**Area (sqft):** 27

System	Component	Material	Item	Covering	A*	V*	AP*	ASBESTOS	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Drywall and joint compound			A	Y		Good	27			SF	V0002	None Detected	N.D.	None	
Floor		Vinyl Floor Tile			A	Y		Fair	27			SF	V0000	Non-Asbestos	N.D.	None	
Wall		Drywall and joint compound			A	Y		Poor	100			SF	V0002	None Detected	N.D.	None	

**Client:** City of Kenora  
**Location:** #2 : Books  
**Survey Date:** 2024-02-13

**Site:** 221 Main Street, Kenora, ON  
**Floor:** 1

**Building Name:** Keewatin Library  
**Room #:** 225  
**Last Re-Assessment:** 0000-00-00

**Area (sqft):** 1350

System	Component	Material	Item	Covering	A*	V*	AP*	ASBESTOS	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Ceiling Tiles (lay-in)			A	Y		Good	1350			SF	V0001	None Detected	N.D.	None	
Duct		Not Insulated			C	Y		Fair				SF	V0000	Non-Asbestos	N.D.	None	
Floor		Carpet			A	Y		Good	1350			SF	V0000	Non-Asbestos	N.D.	None	
Other <sup>1</sup>		Caulking			A	Y		Fair	225			LF	S0003ABC	None Detected	N.D.	None	
Wall		Drywall and joint compound			A	Y		Poor	3000			SF	S0002BC	None Detected	N.D.	None	

1 - Caulking around windows in main Library room

**Client:** City of Kenora  
**Location:** #2 : Books  
**Survey Date:** 2024-02-13

**Site:** 221 Main Street, Kenora, ON  
**Floor:** 1

**Building Name:** Keewatin Library  
**Room #:** 1350  
**Last Re-Assessment:** 0000-00-00

**Area (sqft):** 1350

System	Component	Material	Item	Covering	A*	V*	AP*	PAINT	Good	Fair	Poor	Unit	Sample	Sample Description	Amount	Hazard	Lead (High)
Wall			Paint										L0001	Brown paint on drywall wall	Pb: <0.0051 %	No	No
Wall			Paint										L0002	Blue paint on wood window sills	Pb: <0.0054 %	No	No
Ceiling <sup>1</sup>			Paint		1350								SF	Beige paint on hammered tin ceiling	Pb: 1 %	Lead (High)	Lead (High)

1 - Old hammered tin ceiling above drop ceiling

## ALL DATA REPORT

Client: City of Kenora  
 Location: #3 : W/R  
 Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
 Floor: 1

Building Name: Keewatin Library  
 Room #:   
 Last Re-Assessment: 0000-00-00

Area (sqft): 64

System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling	Floor	Ceiling Tiles (lay-in)			C	Y		64			SF	V0001	None Detected	N.D.	None	
		Vinyl Floor Tile			A	Y		64			SF	V0000	Non-Asbestos		None	
		Drywall and joint compound			A	Y		180			SF	V0002	None Detected	N.D.	None	

Client: City of Kenora  
 Location: #4 : W/R  
 Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
 Floor: 1

Building Name: Keewatin Library  
 Room #:   
 Last Re-Assessment: 0000-00-00

Area (sqft): 52

System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling	Floor	Ceiling Tiles (lay-in)			C	Y		52			SF	V0001	None Detected	N.D.	None	
		Vinyl Floor Tile			A	Y		2			SF	V0000	Non-Asbestos		None	
		Not Insulated			A	Y		2			LF	V0000	Non-Asbestos		None	
Wall		Drywall and joint compound			A	Y		160			SF	V0002	None Detected	N.D.	None	

ALL DATA REPORT

Client: City of Kenora  
Location: #5 : Storage  
Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
Floor: 1

Building Name: Keewatin Library  
Room #: Last Re-Assessment: 0000-00-00

Area (sqft): 258

System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
ASBESTOS																
Ceiling		Ceiling Tiles (lay-in), 24"x48" solid white, no pits or fissures			C	Y		774			SF	S0001ABC	None Detected	N.D.	None	
Floor		Wood			A	Y		258			SF	V0000	Non-Asbestos	N.D.	None	
Wall		Drywall and joint compound			A	Y		450			SF	V0002	None Detected	N.D.	None	

Client: City of Kenora  
Location: #6 : Staff Room/Kitchen  
Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
Floor: 1

Building Name: Keewatin Library  
Room #: Last Re-Assessment: 0000-00-00

Area (sqft): 113

System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
ASBESTOS																
Ceiling		Ceiling Tiles (lay-in)			C	Y		113			SF	V0001	None Detected	N.D.	None	
Floor		Carpet			A	Y		113			SF	V0000	Non-Asbestos	N.D.	None	
Wall		Drywall and joint compound			A	Y		300			SF	V0002	None Detected	N.D.	None	



## ALL DATA REPORT

**Client:** City of Kenora  
**Location:** #7 : Kids Area  
**Survey Date:** 2024-02-13

**Site:** 221 Main Street, Kenora, ON  
**Floor:** 1

**Building Name:** Keewatin Library  
**Room #:**  
**Last Re-Assessment:** 0000-00-00

**Area (sqft):** 113

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Frtable
Ceiling		Ceiling Tiles (4x-1in)			C	Y		113			SF	V0001	None Detected	N.D.	None	
Floor		Carpet			A	Y		113			SF	V0000	Non-Asbestos		None	
Wall		Drywall and joint compound			A	Y		300			SF	V0002	None Detected	N.D.	None	

**Client:** City of Kenora  
**Location:** #8 : Reception  
**Survey Date:** 2024-02-13

**Site:** 221 Main Street, Kenora, ON  
**Floor:** 1

**Building Name:** Keewatin Library  
**Room #:**  
**Last Re-Assessment:** 0000-00-00

**Area (sqft):** 184

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Frtable
Ceiling		Ceiling Tiles (4x-1in)			C	Y		113			SF	V0001	None Detected	N.D.	None	
Floor		Carpet			A	Y		113			SF	V0000	Non-Asbestos		None	
Floor		Vinyl Floor Tile			A	Y		84			SF	V0000	Non-Asbestos		None	
Wall		Drywall and joint compound			A	Y		300			SF	V0002	None Detected	N.D.	None	

**Client:** City of Kenora  
**Location:** #8 : Reception  
**Survey Date:** 2024-02-13

**Site:** 221 Main Street, Kenora, ON  
**Floor:** 1

**Building Name:** Keewatin Library  
**Room #:**  
**Last Re-Assessment:** 0000-00-00

**Area (sqft):** 184

PAINT																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Sample Description	Amount	Hazard	Hazard
	Other <sup>1</sup>		Paint		50						SF	L0004	Black paint from metal vault	Pb: 18 %		Lead (High)

1 - Paint/primer from vault

## ALL DATA REPORT

Client: City of Kenora  
 Location: #9 : Storage  
 Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
 Floor: 1

Building Name: Keewatin Library  
 Room #:   
 Last Re-Assessment: 0000-00-00

Area (sqft): 37

System	Component	Material	Item	Covering	A*	V*	AP*	ASBESTOS	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Concrete (poured)			A	Y		Good	37			SF	V0000	Non-Asbestos		None	
Floor		Concrete (poured)			A	Y		37				SF	V0000	Non-Asbestos		None	
Wall		Concrete (poured)			A	Y		100				SF	V0000	Non-Asbestos		None	

Client: City of Kenora  
 Location: #10 : Storage  
 Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
 Floor: 1

Building Name: Keewatin Library  
 Room #:   
 Last Re-Assessment: 0000-00-00

Area (sqft): 100

System	Component	Material	Item	Covering	A*	V*	AP*	ASBESTOS	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Ceiling Tiles (lay-in)			C	Y		Good	100			SF	V0001	None Detected	N.D.	None	
Floor		Carpet			A	Y		100				SF	V0000	Non-Asbestos		None	
Wall		Drywall and joint compound			A	Y		280				SF	V0002	None Detected	N.D.	None	

## ALL DATA REPORT

Client: City of Kenora  
 Location: #11 : Common Area  
 Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
 Floor: 1

Building Name: Keewatin Library  
 Room #: Last Re-Assessment: 0000-00-00

Area (sqft): 892

System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Ceiling Tiles (4x-1in)			A	Y		892			SF	V0001	None Detected	N.D.	None	
Floor <sup>1</sup>		Vinyl Floor Tile			A	Y		892			SF	V0000	Non-Asbestos		None	
Wall		Drywall and joint compound			A	Y		1200			SF	V0002	None Detected	N.D.	None	

1 - Vinyl plank flooring - no HMIS drop down menu item for plank

Client: City of Kenora  
 Location: #12 : W/R  
 Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
 Floor: 1

Building Name: Keewatin Library  
 Room #: Last Re-Assessment: 0000-00-00

Area (sqft): 41

System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Ceiling Tiles (4x-1in)			A	Y		41			SF	V0001	None Detected	N.D.	None	
Floor <sup>1</sup>		Vinyl Floor Tile			A	Y		41			SF	V0000	Non-Asbestos		None	
Wall		Drywall and joint compound			A	Y		150			SF	V0002	None Detected	N.D.	None	

1 - Vinyl plank flooring - no HMIS drop down menu item for plank

## ALL DATA REPORT

Client: City of Kenora  
 Location: #13 : Kitchen  
 Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
 Floor: 1

Building Name: Keewatin Library  
 Room #:   
 Last Re-Assessment: 0000-00-00

Area (sqft): 276

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Ceiling Tiles (lay-in)			A	Y		276			SF	V0001	None Detected	N.D.	None	
Floor <sup>1</sup>		Vinyl Floor Tile			A	Y		276			SF	V0000	Non-Asbestos		None	
Wall		Drywall and joint compound			A	Y		560			SF	V0002	None Detected	N.D.	None	

1 - Vinyl plank flooring - no HMIS drop down menu item for plank

Client: City of Kenora  
 Location: #14 : Vestibule  
 Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
 Floor: 1

Building Name: Keewatin Library  
 Room #:   
 Last Re-Assessment: 0000-00-00

Area (sqft): 36

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Ceiling Tiles (lay-in)			A	Y		36			SF	V0001	None Detected	N.D.	None	
Floor <sup>1</sup>		Vinyl Floor Tile			A	Y		36			SF	V0000	Non-Asbestos		None	
Wall		Drywall and joint compound			A	Y		140			SF	V0002	None Detected	N.D.	None	

1 - Vinyl plank flooring - no HMIS drop down menu item for plank

## ALL DATA REPORT

Client: City of Kenora  
 Location: #15 : Hallway  
 Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
 Floor: 1

Building Name: Keewatin Library  
 Room #: H1  
 Last Re-Assessment: 0000-00-00

Area (sqft): 33

System	Component	Material	Item	Covering	A*	V*	AP*	ASBESTOS	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Ceiling Tiles (lay-in)			C	Y			33			SF	V0001	None Detected	N.D.	None	
Floor		Carpet			A	Y			33			SF	V0000	Non-Asbestos	N.D.	None	
Wall		Drywall and joint compound			A	Y			100			SF	V0002	None Detected	N.D.	None	

Client: City of Kenora  
 Location: #16 : Hallway  
 Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
 Floor: 1

Building Name: Keewatin Library  
 Room #: H2  
 Last Re-Assessment: 0000-00-00

Area (sqft): 143

System	Component	Material	Item	Covering	A*	V*	AP*	ASBESTOS	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Friable
Ceiling		Ceiling Tiles (lay-in)			A	Y			143			SF	V0001	None Detected	N.D.	None	
Floor <sup>1</sup>		Vinyl Floor Tile			A	Y			143			SF	V0000	Non-Asbestos	N.D.	None	
Wall		Drywall and joint compound			A	Y			300			SF	V0002	None Detected	N.D.	None	

1 - Vinyl plank flooring - no HMIS drop down menu item for plank

ALL DATA REPORT

Client: City of Kenora  
Location: #17 : Basement  
Survey Date: 2024-02-13

Site: 221 Main Street, Kenora, ON  
Floor: B

Building Name: Keewatin Library  
Room #:   
Last Re-Assessment: 0000-00-00

Area (sqft): 1296

ASBESTOS																
System	Component	Material	Item	Covering	A*	V*	AP*	Good	Fair	Poor	Unit	Sample	Asbestos Type	Amount	Hazard	Frable
Ceiling <sup>1</sup>		Drywall and joint compound			C	Y		27			SF	V0002	None Detected	N.D.	None	
Duct		Not Insulated			C	Y					SF	V0000	Non-Asbestos		None	
Floor		Concrete (poured)			C	Y		1296			SF	V0000	Non-Asbestos		None	
Floor <sup>2</sup>		Carpet			C	Y		27			SF	V0000	Non-Asbestos		None	
Mechanical Equipment	Furnace	Fibreglass	Insulation		C	Y		2			EA	V0000	Non-Asbestos		None	
Piping		Not Insulated			C	Y					SF	V0000	Non-Asbestos		None	
Wall		Concrete (poured)			C	Y		2500			SF	V0000	Non-Asbestos		None	
Wall <sup>3</sup>		Drywall and joint compound			C	Y		60			SF	S0002A	None Detected	N.D.	None	

- 1 - Stairwell to basement
- 2 - Wooden stairs to basement covered in carpet
- 3 - Stairwell to basement

## Legend:

Sample number	Units	Other
S####	SF	A Access
L####	LF	V Visible
P####	EA	AP Air Plenum
M####	%	F Friable material
V####	LF	NE Non Friable material
V0000		PF Potentially Friable material
V9000		Pb Lead
V9500		Hg Mercury
		As Arsenic
		Cr Chromium

Access	Condition
A Accessible to all building occupants	Good No visible damage or deterioration
B Accessible to maintenance and operations staff without a ladder	Fair Minor, repairable damage, cracking, delamination or deterioration
C Accessible to maintenance and operations staff with a ladder. Also rarely entered, locked areas	Poor Irreparable damage or deterioration with exposed and missing material
D Not normally accessible	

Visible	Air Plenum
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).	Yes 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.
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.	No

Colour Coding
<span style="background-color: #FFC0CB; padding: 2px;"> </span> The material is known to contain regulated concentrations of asbestos; either by analytical results or visible identification (use of the V9000 code).
<span style="background-color: #FFFF00; padding: 2px;"> </span> 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.





## Pinchin Ltd. Asbestos Laboratory *Certificate of Analysis*

**Project No.:** 0345132.000  
**Prepared For:** D. George

**Lab Reference No.:** b318341  
**Analyst(s):** N. Barinque

**Date Received:** July 15, 2024      **Samples Submitted:** 6  
**Date Analyzed:** July 15, 2024      **Phases Analyzed:** 7

---

The Pinchin Ltd. Mississauga asbestos laboratory is accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP Lab Code 101270-0) for the 'EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples,' and the 'EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials'; and meets all requirements of ISO/IEC 17025:2017. The Pinchin asbestos laboratory uses the aforementioned methods of analysis for all bulk materials. Please be advised that bulk materials do not include debris, dust, and tape-lift samples, and the analysis and reporting of these materials does not conform with Pinchin Ltd.'s NVLAP accreditation.

Bulk samples are checked visually and scanned under a stereomicroscope. Slides are prepared and observed under a Polarized Light Microscope (PLM) at magnifications of 40X, 100X or 400X as appropriate. Asbestos fibres are identified by a combination of morphology, colour, refractive index, extinction, sign of elongation, birefringence and dispersion staining colours. A visual estimate is made of the percentage of asbestos present. A reported concentration of less than (<) the regulatory threshold indicates the presence of confirmed asbestos in trace quantities, limited to only a few fibres or fibre bundles in an entire sample. This method complies with provincial regulatory requirements where applicable. Multiple phases within a sample are analyzed and reported separately.

All bulk samples submitted to this laboratory for asbestos analysis are retained for a minimum of three months. Samples may be retrieved, upon request, for re-examination at any time during that period.

This report relates only to the items tested.

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## Pinchin Ltd. Asbestos Laboratory Certificate of Analysis

**Project No.:** 0345132.000  
**Prepared For:** D. George

**Lab Reference No.:** b318341  
**Date Analyzed:** July 15, 2024

### BULK SAMPLE ANALYSIS

SAMPLE IDENTIFICATION	SAMPLE DESCRIPTION	% COMPOSITION (VISUAL ESTIMATE)	
		ASBESTOS	OTHER
S0004A Tar paper behind old shiplap exterior siding in the attic space	2 Phases: a) Homogeneous, black, tar-impregnated, compressed, fibrous material.	None Detected	Cellulose 50-75% Hair 0.5-5% Tar and other Non-Fibrous Material 25-50%
	b) Homogeneous, black, tar material.	Chrysotile 0.5-5%	Tar and other Non-Fibrous Material > 75%
S0004B Tar paper behind old shiplap exterior siding in the attic space	2 Phases: a) Homogeneous, black, tar-impregnated, compressed, fibrous material.	None Detected	Cellulose 50-75% Hair 0.5-5% Tar and other Non-Fibrous Material 25-50%
	b) Homogeneous, black, tar material.		Not Analyzed
Comments:	Analysis of phase b) was stopped due to a previous positive result.		
S0004C Tar paper behind old shiplap exterior siding in the attic space	2 Phases: a) Homogeneous, black, tar-impregnated, compressed, fibrous material.	None Detected	Cellulose 50-75% Hair 0.5-5% Tar and other Non-Fibrous Material 25-50%
	b) Homogeneous, black, tar material.		Not Analyzed
Comments:	Analysis of phase b) was stopped due to a previous positive result.		



## Pinchin Ltd. Asbestos Laboratory Certificate of Analysis

Project No.: 0345132.000  
Prepared For: D. George

Lab Reference No.: b318341  
Date Analyzed: July 15, 2024

### BULK SAMPLE ANALYSIS

SAMPLE IDENTIFICATION	SAMPLE DESCRIPTION	% COMPOSITION (VISUAL ESTIMATE)	
		ASBESTOS	OTHER
S0005A Tar paper laying on the rafters above the library section in the attic space	Homogeneous, black/brown paper.	None Detected	Cellulose > 75% Tar and other Non-Fibrous Material 5-10%
S0005B Tar paper laying on the rafters above the library section in the attic space	Homogeneous, black/brown paper.	None Detected	Cellulose > 75% Tar and other Non-Fibrous Material 5-10%
S0005C Tar paper laying on the rafters above the library section in the attic space	Homogeneous, black/brown paper.	None Detected	Cellulose > 75% Tar and other Non-Fibrous Material 5-10%

Reviewed by:

Digitally signed  
by Pinchin Ltd.  
Date: 2024.07.15  
14:21:53-04'00'

Page 3 of 3

Reporting Analyst:

Digitally signed  
by Pinchin Ltd.  
Date: 2024.07.15  
14:22:10-04'00'



Reviewed by: *NB 24-7-15*  
*[Signature]*  
 Reported by: *[Signature]*



**Special Instructions:**

**Pinchin Ltd. - Asbestos Laboratory  
 Internal Asbestos Bulk Sample Chain of Custody**

Client Name:		Project Address:	
Portfolio/Building No:		Pinchin File:	345132
Submitted by:	David George	Email:	dgeorge@pinchin.com
CC Results to:		CC Email:	
Invoice to:		Invoice Email:	
Date Submitted:	July 11 2024	Required by:	July 15 2024
# of Samples:	<i>26 Split 1/2</i>	Priority:	Rush Turnaround
Year of Building Construction (Mandatory Field):			1965
Do NOT Stop on Positive (Sample Numbers):			
Pinchin Group Company (Mandatory Field):			Pinchin

**To be Completed by Lab Personnel Only:** *6318341 CH*

Lab Reference #:	<i>JUL 15 2024</i>	Time:	24 hour clock
Received by:		Date:	Month Day 2021
Name(s) of Analyst(s):			

Sample Prefix	Sample No.	Sample Suffix	Sample Description/Location (Mandatory)
S	0004	A	Tar paper behind old shiplap exterior siding in the attic space <i>a) ND b) CH 0.5-S</i>
S	0004	B	Tar paper behind old shiplap exterior siding in the attic space <i>a) ND b) -na</i>
S	0004	C	Tar paper behind old shiplap exterior siding in the attic space <i>a) ND b) -na</i>
S	0005	A	Tar paper laying on the rafters above the library section in the attic space <i>ND</i>
S	0005	B	Tar paper laying on the rafters above the library section in the attic space <i>ND</i>
S	0005	C	Tar paper laying on the rafters above the library section in the attic space <i>ND</i>



Sample Prefix	Sample No.	Sample Suffix	Sample Description/Location (Mandatory)
S	0006	A	Vermiculite from under the batt insulation above the library section in the attic space



## Pinchin Ltd. Asbestos Laboratory Certificate of Analysis

**Project No.:** 0345132.000  
**Prepared For:** D. George

**Lab Reference No.:** b318343  
**Analyst(s):** K. Cockburn

**Date Received:** July 15, 2024      **Samples Submitted:** 1  
**Date Analyzed:** July 15, 2024      **Phases Analyzed:** 1

---

The Pinchin Ltd. Mississauga asbestos laboratory is accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP Lab Code 101270-0) for the 'EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples,' and the 'EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials'; and meets all requirements of ISO/IEC 17025:2017. The Pinchin asbestos laboratory uses the aforementioned methods of analysis for all bulk materials. Please be advised that bulk materials do not include debris, dust, and tape-lift samples, and the analysis and reporting of these materials does not conform with Pinchin Ltd.'s NVLAP accreditation.

Bulk samples are checked visually and scanned under a stereomicroscope. Slides are prepared and observed under a Polarized Light Microscope (PLM) at magnifications of 40X, 100X or 400X as appropriate. Asbestos fibres are identified by a combination of morphology, colour, refractive index, extinction, sign of elongation, birefringence and dispersion staining colours. A visual estimate is made of the percentage of asbestos present. A reported concentration of less than (<) the regulatory threshold indicates the presence of confirmed asbestos in trace quantities, limited to only a few fibres or fibre bundles in an entire sample. This method complies with provincial regulatory requirements where applicable. Multiple phases within a sample are analyzed and reported separately.

All bulk samples submitted to this laboratory for asbestos analysis are retained for a minimum of three months. Samples may be retrieved, upon request, for re-examination at any time during that period.

This report relates only to the items tested.

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## Pinchin Ltd. Asbestos Laboratory Certificate of Analysis

Project No.: 0345132.000  
Prepared For: D. George

Lab Reference No.: b318343  
Date Analyzed: July 15, 2024

### BULK SAMPLE ANALYSIS

SAMPLE IDENTIFICATION	SAMPLE DESCRIPTION	% COMPOSITION (VISUAL ESTIMATE)	
		ASBESTOS	OTHER
S0006A Vermiculite from under the batt insulation above the library section in the attic space	Homogeneous, grey, beige, and brown, loose particulate, micaceous material.	Libby Amphibole Asbestos Confirmed	Vermiculite > 75% Other Non-Fibrous 0.5-5%
Comments:	This sample originated from Libby Montana (a mine known to be contaminated with amphibole asbestos and is sold under the brand name Zonolite) and was confirmed in our laboratory to contain asbestos fibres. The laboratory does not report a percentage due to the variable asbestos content of the vermiculite from bag to bag or even between sampling locations in the same installation. The overall percentage of asbestos in Libby Vermiculite has been shown to range up to 6% (Atkinson et al. 1982; Amandus et al. 1987). Pinchin recommends that once the material is confirmed to be Libby Zonolite, it be treated as an asbestos containing material (>0.5% asbestos).		

Reviewed by:

Digitally signed  
by Pinchin Ltd.  
Date: 2024.07.15  
11:58:52-04'00'

Reporting Analyst:

Digitally signed  
by Pinchin Ltd.  
Date: 2024.07.15  
11:59:02-04'00'





Approved by: KC  
 Reviewed by: JAB  
 Report Sent by: \_\_\_\_\_



**Special Instructions:**

**Pinchin Ltd. - Asbestos Laboratory  
 Internal Asbestos Bulk Sample Chain of Custody**

Client Name:		Project Address:	
Portfolio/Building No:		Pinchin File:	345132
Submitted by:	David George	Email:	dgeorge@pinchin.com
CC Results to:		CC Email:	
Invoice to:		Invoice Email:	
Date Submitted:	July 11 2024	Required by:	July 15 2024
# of Samples:	<u>1 split 2/2</u>	Priority:	Rush Turnaround
Year of Building Construction (Mandatory Field):	1965		
Do NOT Stop on Positive (Sample Numbers):			
Pinchin Group Company (Mandatory Field):	Pinchin		

**To be Completed by Lab Personnel Only:** b 318343 u

Lab Reference #:	JUL 15 2024	Time:	24 hour clock
Received by:		Date:	Month Day 2021
Name(s) of Analyst(s):	<u>KC 2024-07-15</u>		

Sample Prefix	Sample No.	Sample Suffix	Sample Description/Location (Mandatory)
S	0004	A	Tar paper behind old shiplap exterior siding in the attic space
S	0004	B	Tar paper behind old shiplap exterior siding in the attic space
S	0004	C	Tar paper behind old shiplap exterior siding in the attic space
S	0005	A	Tar paper laying on the rafters above the library section in the attic space
S	0005	B	Tar paper laying on the rafters above the library section in the attic space
S	0005	C	Tar paper laying on the rafters above the library section in the attic space



Sample Prefix	Sample No.	Sample Suffix	Sample Description/Location (Mandatory)
S	0006	A	Vermiculite from under the batt insulation above the library section in the attic space <i>Libby confirmed</i>

CCDC 14

# Design-Build Stipulated Price Contract

2 0 1 3

Name of Work

Apply a CCDC 14 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 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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\*Committee policy and procedures are directed and approved by the four constituent national organizations.

This document has also been endorsed by the Canadian Design-Build Institute.



Comments and inquiries should be directed to:  
Canadian Construction Documents Committee  
1900-275 Slater Street  
Ottawa, ON  
K1P 5H9  
613 236-9455  
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**AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER**

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

**This Agreement** made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ .

**by and between the parties:**

hereinafter called the "*Owner*"  
**and**

hereinafter called the "*Design-Builder*"

The *Owner* and the *Design-Builder* agree as follows:

**ARTICLE A-1 DESIGN SERVICES AND THE WORK**

The *Design-Builder* shall:

- 1.1 provide the *Design Services*, and
- 1.2 perform the *Work* for

*insert above the name of the Work*

located at

*insert above the Place of the Work*

for which the Agreement has been signed by the parties, and for which

*insert above the name of the Consultant*

is acting as, and is hereinafter called, the "*Consultant*", and for which

*insert above the name of the Payment Certifier*

is acting as, and is hereinafter called the *Payment Certifier*, and for which

*insert above the name of the Owner's Advisor*

is acting as, and is hereinafter called the *Owner's Advisor*\*,  
(\*Strike out if none appointed)

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1.3 subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work* by the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ .

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, including bidding documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 This *Contract* may be amended only as provided for 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 – DESIGN SERVICES AND THE WORK:
  - Agreement Between *Owner* and *Design-Builder*
  - Definitions in this *Contract*
  - General Conditions of this *Contract*
  - *Owner's Statement of Requirements*, consisting of the following (list those written requirements and information constituting those documents intended to comprise the *Owner's Statement of Requirements*):

- *Construction Documents*

\*

\* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents*, e.g. *Supplementary Conditions*; *Proposals*; *Specifications* (giving a list of contents with section numbers and titles, number of pages, date and revision date(s), if any); *Drawings* (giving drawing number, title, date, revision date or mark); *Addenda* (giving title, number, date).

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#### 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 *Design-Builder* are:

/100 dollars \$

4.3 Total amount payable by the *Owner* to the *Design-Builder* is:

/100 dollars \$

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

4.5 Amounts are in Canadian funds.

#### ARTICLE A-5 PAYMENT

5.1 Subject to provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of \_\_\_\_\_ percent ( \_\_\_\_\_ %), the *Owner* shall:

- .1 make progress payments to the *Design-Builder* on account of the *Contract Price* when due in the amount certified by the *Payment Certifier*, together with such *Value Added Taxes* as may be applicable to such payment, and
- .2 upon *Substantial Performance of the Work*, pay to the *Design-Builder* 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 *Design-Builder* the unpaid balance of the *Contract Price* when due, together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler and machinery insurance policies, payments shall be made to the *Design-Builder* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by 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 5.3.1 of this Article on the settlement amount of claims in dispute that are resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date on which 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, by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

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- 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 shall 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* shall be deemed to have been received on the *Working Day* next following such day.
- 6.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall 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 shall 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.
- 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*

*facsimile number*

*email address*

**Design-Builder**

*name of Design-Builder\**

*Address*

*facsimile number*

*email address*

**Owner's Advisor\*\***

*name of Owner's Advisor\**

*Address*

*facsimile number*

*email address*

\* If it is intended that the notice must be received by a specific individual, indicate that individual's name.  
 \*\* Strike out this entry if no Owner's Advisor is designated as per GC 2.3 – OWNER'S ADVISOR.

**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 the inapplicable term.

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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 This *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and permitted 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**

*name of Owner*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*name of person signing*

**WITNESS**

**DESIGN-BUILDER**

*name of Design-Builder*

*signature*

*signature*

*name of person signing*

*name and title of person signing*

*signature*

*name of person signing*

- N.B. Where legal jurisdiction, local practice, or Owner or Design-Builder 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.

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## DEFINITIONS

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

### Change Directive

A *Change Directive* is a written instruction signed by the *Owner* directing a change in the *Work* or in the *Design Services* within the general scope of the *Contract Documents*.

### Change Order

A *Change Order* is a written amendment to the *Contract* signed by the *Owner* and the *Design-Builder* stating their agreement upon:

- a change in the *Work* or in the *Design Services*;
- an amendment to the *Owner's Statement of Requirements*, if any;
- 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 Documents

The *Construction Documents* consist of *Drawings*, *Specifications*, and other documents prepared by or on behalf of the *Design-Builder*, based on the *Contract Documents*, and accepted in writing by the *Owner* and the *Design-Builder* as meeting the *Owner's Statement of Requirements* and the general intent of the *Contract Documents*.

### Construction Equipment

*Construction Equipment* means 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 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* and engaged by the *Design-Builder* to provide all or part of the *Design Services*.

### 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 thereto 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 stipulated in paragraph 1.3 of Article A-1 of the Agreement – DESIGN SERVICES AND THE WORK from the date of the Agreement to the date of *Substantial Performance of the Work*.

### Design-Builder

The *Design-Builder* is the person or entity identified as such in the Agreement.

### Design Services

*Design Services* are the professional design and related services required by the *Contract Documents*.

### Drawings

The *Drawings* are the graphic and pictorial portions of the *Construction 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* is a written communication between the parties that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### Other Consultant

*Other Consultant* is a person or entity, other than the *Consultant*, that may be engaged by the *Design-Builder* to perform part of the *Design Services*.

### Owner

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

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**Owner's Advisor**

The *Owner's Advisor*, if any, is the person or entity appointed by the *Owner* and identified as such in the Agreement.

**Owner's Statement of Requirements**

The *Owner's Statement of Requirements* consists of written requirements and information provided by the *Owner* and as listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.

**Payment Certifier**

The *Payment Certifier* is the person or entity identified as such in the Agreement responsible for the issuance of certificates for payment.

**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 incorporated into the *Work*, but does not include *Construction Equipment*.

**Project**

The *Project* means the *Owner's* entire undertaking of which the *Work* may be the whole or a part thereof.

**Shop Drawings**

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

**Specifications**

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

**Subcontractor**

A *Subcontractor* is a person or entity having a direct contract with the *Design-Builder* 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*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Payment Certifier*.

**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 *Owner* 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 *Design-Builder* to supply *Products*.

**Temporary Work**

*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for 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 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 *Design-Builder* by tax legislation.

**Work**

The *Work* means the total construction and related services required by the *Contract Documents*, but does not include *Design Services*.

**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*.

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# GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

## PART 1 GENERAL PROVISIONS

### GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the design, the labour, the *Products* and other services necessary for the design and performance of the *Work* by the *Design-Builder* in accordance with these documents. It is not intended, however, that the *Design-Builder* shall supply products or perform services or work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between the *Owner* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, a *Supplier*, or their agent, employee, or any other person performing any portion of the *Design Services* or the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 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 the *Owner* and the *Design-Builder*,
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - the *Owner's Statement of Requirements*,
    - the *Construction Documents*,
  - .2 later dated documents shall govern over earlier documents of the same type, and
  - .3 amendments to documents shall govern over documents so amended.
- 1.1.7 Copyright for the design and *Drawings* and electronic media, prepared on behalf of the *Design-Builder* belongs to the *Consultant* or *Other Consultants* who prepared them. Plans, sketches, *Drawings*, graphic representations, and *Specifications*, including, but not limited to computer generated designs, are instruments of the *Consultant's* or *Other Consultant's* services and shall remain their property, whether or not the *Work* for which they are made is executed and whether or not the *Design-Builder* has paid for the *Design Services*. Their alteration by the *Owner* is prohibited.
- 1.1.8 The *Owner* may retain copies, including reproducible copies, of plans, sketches, *Drawings*, graphic representations, and *Specifications* for information and reference in connection with the *Owner's* use and occupancy of the *Work*. Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same *Project*. Except for reference purposes, the plans, sketches, *Drawings*, electronic files, graphic representations, and *Specifications* shall not be used for additions or alterations to the *Work* or on any other project without a written license from the *Consultant* or *Other Consultants* who prepared the documents, for their limited or repeat use.
- 1.1.9 The *Owner* shall be entitled to keep original models or renderings specifically commissioned and paid for.
- 1.1.10 Should the *Owner* alter a *Consultant's* or *Other Consultant's* instrument of service, or use or provide them to third parties other than in connection with the *Work* without informing the *Consultant* and without the *Consultant's* or *Other Consultant's* prior written consent, the *Owner* shall indemnify the *Design-Builder* against claims and costs (including legal costs) associated with such improper alteration or use.

### 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 hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

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- 1.3.2 No action or failure to act by the *Owner, Design-Builder, Consultant, Other Consultant, Payment Certifier, or Owner's Advisor* shall constitute a waiver of any right or duty afforded to either the *Owner* or the *Design-Builder* 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 to in writing.

#### **GC 1.4 ASSIGNMENT**

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

#### **GC 1.5 CONFIDENTIALITY**

- 1.5.1 Where a confidentiality agreement exists or as the *Owner* otherwise expressly identifies and requires, the *Owner* and the *Design-Builder* shall keep confidential all matters respecting technical and commercial issues relating to or arising from the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such matters, except in strict confidence, to their respective professional advisors.

### **PART 2 OWNER'S RESPONSIBILITIES**

#### **GC 2.1 OWNER'S INFORMATION**

- 2.1.1 The *Owner* shall furnish the information required to complete the *Contract* promptly to avoid delay in the performance of the *Contract*.
- 2.1.2 Unless the *Contract Documents* specifically state otherwise, the *Design-Builder* is entitled to rely on the accuracy of all information provided by or on behalf of the *Owner* without regard for the source of such information.
- 2.1.3 Notwithstanding any other provision of the *Contract*, the *Design-Builder* is not responsible for any design errors or omissions in any designs or *Specifications* provided by or on behalf of the *Owner* unless the *Design-Builder* has been specifically requested to review and has accepted in writing those designs and *Specifications* under the *Contract*.

#### **GC 2.2 ROLE OF THE OWNER**

- 2.2.1 The *Owner* will render any necessary decisions or provide instructions promptly to avoid delay in the performance of the *Contract*.
- 2.2.2 All communications between the *Owner* and the *Consultant, an Other Consultant, a Subcontractor, or a Supplier* shall be forwarded through the *Design-Builder*.
- 2.2.3 The *Owner* will be, in the first instance, the interpreter of the requirements of the *Owner's Statement of Requirements*.
- 2.2.4 The *Owner* will have authority to reject by *Notice in Writing* design or work which in the *Owner's* opinion does not conform to the requirements of the *Owner's Statement of Requirements*.
- 2.2.5 Whenever the *Owner* considers it necessary or advisable, the *Owner* will have authority to require a review of the *Design Services* and inspection or testing of the *Work*, whether or not such work is fabricated, installed or completed, in accordance with paragraph 2.5.5 of GC 2.5 – OWNER'S REVIEW OF THE DESIGN AND THE WORK.
- 2.2.6 During the progress of the *Design Services* or of the *Work* the *Owner* will furnish *Supplemental Instructions* related to the *Owner's Statement of Requirements* to the *Design-Builder* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Owner* and the *Design-Builder*.

#### **GC 2.3 OWNER'S ADVISOR**

- 2.3.1 When the *Owner* appoints an *Owner's Advisor*, the duties, responsibilities and limitations of authority of the *Owner's Advisor* shall be as set forth in the *Contract Documents*.
- 2.3.2 The duties, responsibilities and limitations of authority of the *Owner's Advisor* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.3.3 Subject to any notified limitations in authority, the *Design-Builder* may rely upon any written instructions or directions provided by the *Owner's Advisor*. Neither the authority of the *Owner's Advisor* to act, nor any decision to exercise or not exercise such authority, shall give rise to any duty or responsibility of the *Owner's Advisor* to the *Design-Builder, the Consultant, Other Consultants, Subcontractors, Suppliers, or their agents, employees or other persons performing any portion of the Design Services or the Work*.

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- 2.3.4 If the employment of the *Owner's Advisor* is terminated, the *Owner* may appoint or reappoint an *Owner's Advisor* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Owner's Advisor*.

#### **GC 2.4 ROLE OF THE PAYMENT CERTIFIER**

- 2.4.1 The *Owner* shall designate a *Payment Certifier* who will review the *Design-Builder's* applications for payment and certify the value of the *Design Services* and of *Work* performed and *Products* delivered to the *Place of the Work*.
- 2.4.2 The duties, responsibilities and limitations of authority of the *Payment Certifier* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.4.3 Neither the authority of the *Payment Certifier* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Payment Certifier* to the *Design-Builder*, the *Consultant*, *Other Consultants*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any of the *Design Services* or the *Work*.
- 2.4.4 The *Payment Certifier* will take all reasonable steps to be accessible to the *Design-Builder* during performance of the *Contract* and shall render any necessary decisions or instructions promptly as provided in GC 5.3 – PROGRESS PAYMENT to avoid delay in the processing of payment claims.
- 2.4.5 Based on the *Payment Certifier's* observations and evaluation of the *Design-Builder's* applications for payment, the *Payment Certifier* will determine the amounts owing to the *Design-Builder* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PROGRESS PAYMENT and GC 5.7 – FINAL PAYMENT.
- 2.4.6 All communications between the *Payment Certifier* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, or a *Supplier* shall be forwarded through the *Design-Builder*.
- 2.4.7 The *Payment Certifier* will promptly inform the *Owner* of the date of receipt of the *Design-Builder's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.4.8 If the *Payment Certifier's* services are terminated, the *Owner* shall immediately designate a new *Payment Certifier* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Payment Certifier*.
- 2.4.9 The *Owner* may provide to the *Consultant*, *Other Consultants*, *Subcontractors* or *Suppliers*, through the *Payment Certifier*, information as to the percentage of the *Design Services* and *Work* that has been certified for payment.

#### **GC 2.5 OWNER'S REVIEW OF THE DESIGN AND THE WORK**

- 2.5.1 The *Owner* shall review the design as set out in the design development documents and proposed *Construction Documents* as the *Design Services* proceed, to confirm that the design is in compliance with the *Owner's Statement of Requirements* and the *Contract Documents*.
- 2.5.2 The *Owner* shall complete the reviews in accordance with the schedule agreed upon, or in the absence of an agreed schedule, with reasonable promptness so as to cause no delay.
- 2.5.3 The *Owner's* review shall not relieve the *Design-Builder* of responsibility for errors or omissions in the *Construction Documents* or for meeting all requirements of the *Contract Documents* unless the *Owner* accepts in writing a deviation from the *Contract Documents*.
- 2.5.4 No later than 10 days after completing the review, the *Owner* shall advise the *Design-Builder* in writing that the *Owner* has accepted or rejected the proposed *Construction Documents*. If rejected, the *Owner* shall inform the *Design-Builder* of the reasons of non-conformance and the *Design-Builder* shall revise the proposed *Construction Documents* to address such non-conformance. The *Design-Builder* shall inform the *Owner* in writing of any revisions other than those requested by the *Owner*.
- 2.5.5 The *Owner* may order any portion or portions of the *Work* to be examined to confirm that the *Work* performed 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 *Design-Builder* 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 all costs incurred by the *Design-Builder* as a result of such examination and restoration.

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## **GC 2.6 WORK BY OWNER OR OTHER CONTRACTORS**

- 2.6.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform other design or other work with its own forces.
- 2.6.2 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 *Owner's* own forces with the *Design Services* and the *Work*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 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 *Design-Builder* as it affects the *Design Services* and the *Work*; and
  - .5 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.
- 2.6.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Design-Builder* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
  - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
  - .3 promptly report to the *Owner* 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 *Design Services* or of the *Work*, prior to proceeding with that portion of the *Design Services* or of the *Work*.
- 2.6.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Design-Builder* shall co-ordinate and schedule the *Design Services* and the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 2.6.5 Where a change in the *Design Services* or 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 *Design Services* or 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.
- 2.6.6 Disputes and other matters in question between the *Design-Builder* and the *Owner's* 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 *Design-Builder* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owners* contains a similar agreement to arbitrate.

## **PART 3 DESIGN-BUILDER'S RESPONSIBILITIES**

### **GC 3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK**

- 3.1.1 The *Design-Builder* shall have total control of the *Design Services* and of the *Work* and shall direct and supervise the *Design Services* and the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Design-Builder* shall be solely responsible for the *Design Services* and construction means, methods, techniques, sequences, and procedures with respect to the *Work*.
- 3.1.3 The *Design-Builder* shall preserve and protect the rights of the parties under the *Contract* with respect to the *Design Services* to be performed by the *Consultant* and *Other Consultants*, and shall enter into a contract with the *Consultant* and *Other Consultants* to perform *Design Services* as provided in the *Contract*, in accordance with laws applicable at the *Place of the Work*.
- 3.1.4 The *Design-Builder's* contract with the *Consultant* shall:
- .1 be based on the version of CCDC 15 – Design Services Contract between Design-Builder and Consultant in effect as at the date of this *Contract* or incorporate terms and conditions consistent with this version of CCDC 15, and
  - .2 incorporate terms and conditions of the *Contract Documents*, insofar as they are applicable.
- 3.1.5 Upon the *Owner's* request, the *Design-Builder* shall promptly provide the *Owner* with proof of compliance with paragraph 3.1.4.

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- 3.1.6 The *Design-Builder* shall be as fully responsible to the *Owner* for acts and omissions of the *Consultant* and *Other Consultants*, and of persons directly or indirectly employed by the *Consultant* and *Other Consultants*, as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.1.7 The *Design-Builder's* responsibility for *Design Services* performed by the *Consultant* and *Other Consultants* shall be limited to the degree of care, skill and diligence normally provided by consultants in the performance of comparable services in respect of projects of a similar nature to that contemplated by this *Contract*. The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* perform the *Design Services* to this standard.
- 3.1.8 The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* provide documentation required by authorities having jurisdiction in accordance with regulations and by-laws in effect at the *Place of the Work*.
- 3.1.9 The *Design-Builder* is solely responsible for the quality of the *Design Services* and of the *Work* and shall undertake any quality control activities specified in the *Contract Documents* or, if none are specified, as may be reasonably required to ensure such quality.
- 3.1.10 The *Design Builder* shall provide access to the *Work*, including parts being performed at locations other than the *Place of the Work* and to the location where the *Design Services* are performed, that the *Owner*, or the *Payment Certifier* may reasonably require to verify the progress of the *Work* or *Design Services* and their conformity to the requirements of the *Contract Documents*. The *Design-Builder* shall also provide sufficient, safe, and proper facilities at all times for such reviews of the *Design Services* or the *Work* and for inspection of the *Work* by authorized agencies.
- 3.1.11 If work is designated for tests, inspections, or approvals in the *Contract Documents*, or by the instructions of the *Owner*, the *Consultant*, or *Other Consultants*, or the laws or ordinances of the *Place of the Work*, the *Design-Builder* shall give the *Owner* reasonable notice of when the work will be ready for review and inspection.
- 3.1.12 The *Design-Builder* shall arrange for and shall give the *Owner* reasonable notice of the date and time of inspections by other authorities.
- 3.1.13 If the *Design-Builder* 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 *Design-Builder* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and restore the covering work at the *Design-Builder's* expense.
- 3.1.14 The *Design-Builder* shall furnish promptly to the *Owner*, on request, a copy of certificates, test reports and inspection reports relating to the *Work*.

**GC 3.2 DESIGN-BUILDER'S REVIEW OF OWNER'S STATEMENT OF REQUIREMENTS OR OTHER INFORMATION**

- 3.2.1 The *Design-Builder* shall promptly notify the *Owner* of any significant error, inconsistency, or omission discovered in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*. The *Design-Builder* shall not proceed with the *Design Services* or *Work* affected until the *Design-Builder* and the *Owner* have agreed in writing how the information should be corrected or supplied.
- 3.2.2 The *Design-Builder* shall not be liable for damages or costs resulting from such errors, inconsistencies, or omissions in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*.

**GC 3.3 ROLE OF THE CONSULTANT**

- 3.3.1 The *Consultant* or *Other Consultants* will be, in the first instance, the interpreter of the requirements of the *Construction Documents* that they have prepared.
- 3.3.2 The duties, responsibilities and limitations of authority of the *Consultant* shall be in accordance with paragraph 3.1.4 of GC 3.1 – CONTROL OF THE DESIGN SERVICES AND THE WORK and shall be modified only with the written consent of the *Owner*, which consent shall not be unreasonably withheld.
- 3.3.3 If the *Consultant's* engagement is terminated, the *Design-Builder* shall immediately appoint or reappoint a *Consultant* against whom the *Owner* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

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### **GC 3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS**

- 3.4.1 The *Design-Builder* 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 *Other Consultants* to require them to perform *Design Services* as provided in the *Contract Documents*;
  2. enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform *Work* as required by the *Contract Documents*;
  3. incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Other Consultants*, *Subcontractors* and *Suppliers* insofar as they are applicable; and
  4. be as fully responsible to the *Owner* for acts and omissions of *Other Consultants*, *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.4.2 The *Design-Builder* shall indicate in writing, at the request of the *Owner*, the names of *Other Consultants*, *Subcontractors*, or *Suppliers* whose proposals or bids have been received by the *Design-Builder* which the *Design-Builder* would be prepared to accept for the performance of a portion of the *Design Services* or of the *Work*. Should the *Owner* not object before signing the subcontract, the *Design-Builder* shall employ *Other Consultants*, *Subcontractors* or *Suppliers* so identified by the *Design-Builder* in writing for the performance of that portion of the *Design Services* or of the *Work* to which their proposal or bid applies.
- 3.4.3 The *Owner* may, for reasonable cause, at any time before the *Design-Builder* has signed the subcontract, object to the use of a proposed *Other Consultant*, *Subcontractor* or *Supplier* and require the *Design-Builder* to employ another proposed *Other Consultant*, *Subcontractor* or *Supplier* bidder.
- 3.4.4 If the *Owner* requires the *Design-Builder* to change a proposed *Other Consultant*, *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences resulting from such required change.
- 3.4.5 The *Design-Builder* shall not be required to employ any *Subcontractor*, *Supplier*, *Other Consultant*, person or firm to whom the *Design-Builder* may reasonably object.

### **GC 3.5 CONSTRUCTION DOCUMENTS**

- 3.5.1 The *Design-Builder* shall submit the proposed *Construction Documents* to the *Owner* to review in orderly sequence and sufficiently in advance so as to cause no delay. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of proposed *Construction Documents*.
- 3.5.2 During the progress of the *Design Services*, the *Design-Builder* shall furnish to the *Owner* documents that describe details of the design required by the *Contract Documents*.
- 3.5.3 At the time of submission the *Design-Builder* shall advise the *Owner* in writing of any significant deviations in the proposed *Construction Documents* from the requirements of the *Contract Documents*. The *Owner* may or may not accept such deviations. Accepted deviations from the *Owner's Statement of Requirements* will be recorded in a *Change Order*.
- 3.5.4 When a change is required to the *Construction Documents* it shall be made in accordance with GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, or GC 6.3 – CHANGE DIRECTIVE.

### **GC 3.6 DESIGN SERVICES AND WORK SCHEDULE**

- 3.6.1 The *Design-Builder* shall:
- .1 promptly after signing the Agreement, prepare and submit to the *Owner* a *Design Services* and *Work* schedule that indicates the timing of the major activities of the *Design Services* and of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Design Services* and the *Work* will be performed in conformity with the schedule;
  - .2 monitor the progress of the *Design Services* and of the *Work* relative to the schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
  - .3 advise the *Owner* of any revisions required to the schedule as a result of extensions to the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE CONTRACT.

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### **GC 3.7 SUPERVISION**

- 3.7.1 The *Design-Builder* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.7.2 The appointed representative shall represent the *Design-Builder* at the *Place of the Work*. Information and instructions provided by the *Owner* to the *Design-Builder's* appointed representative shall be deemed to have been received by the *Design-Builder* except that *Notices in Writing* otherwise required under the *Contract* shall be given as indicated in Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### **GC 3.8 LABOUR AND PRODUCTS**

- 3.8.1 The *Design-Builder* 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*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with the *Contract Documents* and their use acceptable to the *Owner*.
- 3.8.3 The *Design-Builder* shall maintain good order and discipline among the *Design-Builder's* employees involved in the performance of the *Work* and shall not employ anyone not skilled in the tasks assigned.

### **GC 3.9 DOCUMENTS AT THE SITE**

- 3.9.1 The *Design-Builder* shall keep one copy of current *Owner's Statement of Requirements*, *Construction Documents*, *Shop Drawings*, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner*.

### **GC 3.10 SHOP DRAWINGS**

- 3.10.1 The *Design-Builder* shall provide *Shop Drawings* as described in the *Contract Documents* or as the *Owner* may reasonably request.
- 3.10.2 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Design-Builder* for approval.
- 3.10.3 The *Design-Builder* shall review all *Shop Drawings* before providing them to the *Owner*. The *Design-Builder* represents by this review that the *Design-Builder* has:
- .1 determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 checked and co-ordinated each *Shop Drawing* with the requirements of the *Contract Documents*.
- 3.10.4 If the *Owner* requests to review shop drawings, the *Design-Builder* shall submit them in an orderly sequence and sufficiently in advance so as to cause no delay in the *Design Services* or the *Work* or in the work of other contractors. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings*.
- 3.10.5 The *Owner's* review under paragraph 3.10.4 is for conformity to the intent of the *Contract Documents* and for general arrangement only. The *Owner's* review shall not relieve the *Design-Builder* of the responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents* unless the *Owner* expressly accepts a deviation from the *Contract Documents* by *Change Order*.

### **GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK**

- 3.11.1 Where the *Owner* has advised the *Design-Builder*, by *Notice in Writing*, that designs or *Specifications* fail to comply with the *Owner's Statement of Requirements*, the *Design-Builder* shall ensure that the design documents or proposed *Construction Documents* are promptly corrected or altered.
- 3.11.2 The *Design-Builder* shall promptly correct defective work that has been rejected by *Notice in Writing* by the *Owner* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, design, use of defective products, or damage through carelessness or other act or omission of the *Design-Builder*.
- 3.11.3 The *Design-Builder* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements at the *Design-Builder's* expense.

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- 3.11.4 If, in the opinion of the *Owner*, 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 *Design-Builder* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Design-Builder* does not agree on the difference in value, the *Design-Builder* shall refer the dispute to Part 8 of the General Conditions – DISPUTE RESOLUTION.

## **PART 4 ALLOWANCES**

### **GC 4.1 CASH ALLOWANCES**

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Owner's Statement of Requirements*. The scope of work or costs included in such cash allowances shall be as described in the *Owner's Statement of Requirements*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Design-Builder's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner*.
- 4.1.4 Where the actual cost of the work performed under any cash allowance exceeds the amount of the allowance, the *Design-Builder* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the work performed under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Design-Builder's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between each cash allowance and the actual cost of the work performed under that cash allowance.
- 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 *Design-Builder* and the *Owner* shall jointly prepare a schedule that shows when the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Design Services* or of the *Work*.

### **GC 4.2 CONTINGENCY ALLOWANCE**

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Owner's Statement of Requirements*.
- 4.2.2 The contingency allowance includes the *Design-Builder'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 *Design-Builder*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Design-Builder* 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 *Design-Builder 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 PROGRESS PAYMENT**

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT may be made monthly as the *Design Services* and the *Work* progress.
- 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 to in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of the *Design Services* and of the *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

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- 5.2.4 The *Design-Builder* shall submit to the *Payment Certifier*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Design Services* and 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 and supported by such evidence as the *Payment Certifier* may reasonably direct, and when accepted by the *Payment Certifier*, shall be used as the basis for applications for payment unless it is found to be in error.
- 5.2.6 The *Design-Builder* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 A declaration by the *Design-Builder* as to the distribution made of the amounts received using document CCDC 9A – Statutory Declaration of Progress Payment Distribution by Contractor shall be joined to each application for progress payment except the first one.
- 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 *Payment Certifier* may reasonably require to establish the value and delivery of the *Products*.

### **GC 5.3 PROGRESS PAYMENT**

- 5.3.1 After receipt by the *Payment Certifier* of an application for payment submitted by the *Design-Builder* in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT:
- .1 the *Payment Certifier* will promptly inform the *Owner* of the date of receipt and value of the *Design-Builder's* application for payment,
  - .2 the *Payment Certifier* will issue to the *Owner* and copy to the *Design-Builder*, 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 *Payment Certifier* determines to be properly due. If the *Payment Certifier* amends the application, the *Payment Certifier* will promptly advise the *Design-Builder* in writing giving reasons for the amendment,
  - .3 the *Owner* shall make payment to the *Design-Builder* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
    - receipt by the *Payment Certifier* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.

### **GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.4.1 When the *Design-Builder* considers that the *Work* is substantially performed or, if permitted by the lien legislation applicable at the *Place of the Work*, a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Design-Builder* shall prepare and submit to the *Payment Certifier* appropriate documents as required by the *Contract Documents* together with a written application for a review by the *Payment Certifier* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include this information does not alter the responsibility of the *Design-Builder* to complete the *Contract*.
- 5.4.2 The *Design-Builder's* application for *Substantial Performance of the Work* shall include a statement from the *Consultant*, and *Other Consultants* in support of the submitted information and the date of *Substantial Performance of the Work* or designated portion of the *Work*.
- 5.4.3 The *Payment Certifier* shall, within 7 calendar days after receipt of the *Design-Builder's* application for *Substantial Performance of the Work*, issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion thereof or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.4 If the applicable lien legislation requires the *Consultant* to determine whether the *Work* has been substantially performed, the *Consultant* shall issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion of the *Work* or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.5 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder*, in consultation with the *Owner* will establish a reasonable date for completing the *Work*.

### **GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder* shall:
- .1 submit an application for payment of the holdback amount,
  - .2 submits a CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor.

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- 5.5.2 After the receipt of an application for payment from the *Design-Builder* and the statement as provided in paragraph 5.5.1, the *Payment Certifier* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 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 *Design-Builder*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.

#### **GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Design-Builder*, the *Payment Certifier* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.6.2 In the Province of Quebec, where, upon application by the *Design-Builder*, the *Payment Certifier* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Payment Certifier*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Design-Builder* shall ensure that such subcontract work or *Products* are protected pending the issuance of a *Substantial Performance of the Work* certificate and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

#### **GC 5.7 FINAL PAYMENT**

- 5.7.1 When the *Design-Builder* considers that the *Design Services* and the *Work* are completed, the *Design-Builder* shall submit an application for final payment.
- 5.7.2 The *Payment Certifier* will, no later than 10 calendar days after the receipt of an application from the *Design-Builder* for final payment, verify the validity of the application and advise the *Design-Builder* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Payment Certifier* finds the *Design-Builder's* application for final payment valid, the *Payment Certifier* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any lien 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 *Design-Builder* as provided in Article A-5 of the Agreement – PAYMENT.

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## **GC 5.8 DEFERRED WORK**

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Design-Builder*, there are items of work that cannot be performed, payment in full for that portion of the *Design Services* or *Work* which has been performed as certified by the *Payment Certifier* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portions of the *Design Services* and *Work* are finished, only such amount that the *Payment Certifier* determines is sufficient and reasonable to cover the cost of performing such remaining work.

## **GC 5.9 NON-CONFORMING DESIGN SERVICES AND WORK**

- 5.9.1 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 *Design Services* and the *Work* which are not in accordance with the requirements of the *Contract Documents*.

## **PART 6 CHANGES IN THE CONTRACT**

### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner* without invalidating the *Contract*, may make:
- .1 changes to the *Work* or to the *Owner's Statement of Requirements* consisting of additions, deletions or revisions to the *Design Services* or to the *Work*, by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* by *Change Order*.
- 6.1.2 The *Design-Builder* shall not perform a change in the *Design Services*, *Construction Documents* or to the *Work* without a *Change Order* or a *Change Directive*.

### **GC 6.2 CHANGE ORDER**

- 6.2.1 When a change is proposed or required, the *Owner* or the *Design-Builder* shall provide a written description of the proposed change to the other party. The *Design-Builder* shall present, in a form acceptable to the *Owner*, 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.
- 6.2.2 When the *Owner* and *Design-Builder* 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 *Design Services* or the *Work* performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 If the *Owner* requests the *Design-Builder* to submit a proposal for a change and then elects not to proceed with the change, a *Change Order* shall be issued by the *Owner* to reimburse the *Design-Builder* for all costs incurred by the *Design-Builder* in developing the proposal, including the cost of the related *Design Services*.

### **GC 6.3 CHANGE DIRECTIVE**

- 6.3.1 If the *Owner* requires the *Design-Builder* to proceed with a change prior to the *Owner* and the *Design-Builder* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner* shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change 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 *Design-Builder* shall proceed promptly with the change.
- 6.3.5 For the purpose of valuing *Change Directives*, changes 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 *Design-Builder'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 *Design-Builder's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Design-Builder's* cost, plus the *Design-Builder's* percentage fee on the net increase.

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- .2 If the change results in a net decrease in the *Design-Builder's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Design-Builder's* cost, without adjustment for the *Design-Builder's* percentage fee.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Design-Builder* under a salary or wage schedule agreed upon by the *Owner* and the *Design-Builder*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Design-Builder*, for personnel:
    - (1) stationed at the *Design-Builder's* field office, in whatever capacity employed;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, coordination drawings, and project record drawings; or
    - (4) engaged in the processing of changes in the *Design Services* or in the *Work*;
  - .2 contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the *Design-Builder* and included in the cost of the work as provided in paragraphs 6.3.7.1;
  - .3 travel and subsistence expenses of the *Design-Builder's* personnel described in paragraphs 6.3.7.1;
  - .4 all *Products* including cost of transportation thereof;
  - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*, and cost less salvage value on such items used but not consumed, which remain the property of the *Design-Builder*;
  - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work* whether rented from or provided by the *Design-Builder* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
  - .7 all equipment and services required for the *Design-Builder's* field office;
  - .8 deposits lost;
  - .9 the cost of *Design Services* including all fees and disbursements of the *Consultant* and *Other Consultants* engaged to perform such services;
  - .10 the amounts of all subcontracts;
  - .11 quality assurance such as independent inspection and testing services;
  - .12 charges levied by authorities having jurisdiction at the *Place of the Work*;
  - .13 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefore subject always to the *Design-Builder's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
  - .14 any adjustment in premiums for all bonds and insurance which the *Design-Builder* is required, by the *Contract Documents*, to purchase and maintain;
  - .15 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Design-Builder* is liable;
  - .16 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
  - .17 removal and disposal of waste products and debris; and
  - .18 safety measures and requirements.
- 6.3.8 Notwithstanding 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 *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work*. Any cost due to failure on the part of the *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work* shall be borne by the *Design-Builder*.
- 6.3.9 The *Design-Builder* 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 *Owner* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Design-Builder's* pertinent documents related to the cost of performing the work attributable to the *Change Directive*.

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- 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 to be included in progress payments.
- 6.3.12 If the *Owner* and *Design-Builder* do not agree on the proposed adjustment in the *Contract Time* attributable to the change, or the method of determining it, the adjustment shall be referred to the provisions of PART 8 – DISPUTE RESOLUTION, for determination.
- 6.3.13 When the *Owner* and the *Design-Builder* 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 *Design-Builder* discovers conditions at the *Place of the Work* which are:
  - .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Contract* and which 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 *Owner* will promptly investigate such conditions. If the conditions differ materially from the *Contract Documents* and this would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Owner* is of the opinion 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 *Owner* will advise the *Design-Builder* in writing of the grounds on which this opinion is based.
- 6.4.4 The *Design-Builder* shall not be entitled to an adjustment in the *Contract Price* or the *Contract Time* if such conditions were reasonably apparent during the request for proposal period or bidding period and prior to proposal closing or bid closing.
- 6.4.5 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 AND MATERIALS, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

#### **GC 6.5 DELAYS**

- 6.5.1 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by an action or omission of the *Owner* or anyone employed or engaged by the *Owner* directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.2 If the *Design-Builder* is delayed in the performance of the *Design Services* or 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 *Design-Builder* or any person employed or engaged by the *Design Builder* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.3 If the *Design-Builder* is delayed in the performance of the *Design Services* or 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 *Design-Builder* is a member or to which the *Design-Builder* is otherwise bound), or
  - .2 fire, unusual delay by common carriers or unavoidable casualties, or
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Design-Builder's* control other than one resulting from a default or breach of *Contract* by the *Design-Builder*,then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Design-Builder* agrees to a shorter extension. The *Design-Builder* shall not be entitled to payment for costs

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incurred by such delays unless such delays result from actions of the *Owner*, or anyone employed or engaged by the *Owner* 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 *Owner* no 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 Any adjustment to *Contract Price* and *Contract Time* required as a result of GC 6.5 – DELAYS shall be made as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, and GC 6.3 – CHANGE DIRECTIVE.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Design-Builder* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim 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, to give the other party the opportunity to take actions to mitigate the claim.
- 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 other party a detailed account of the amount claimed and the grounds upon which the claim is based.
- 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 regular intervals as agreed between the parties, 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 If the *Owner* and *Design-Builder* are in disagreement regarding the basis for the claim or its valuation, the matter shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

## **PART 7 RIGHT TO SUSPEND OR TERMINATE**

### **GC 7.1 OWNER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR TERMINATE THE CONTRACT BEFORE THE WORK COMMENCES**

- 7.1.1 The *Owner* may, at any time before the *Work* commences at the *Place of the Work*, suspend performance of the *Design Services* by giving *Notice in Writing* to the *Design-Builder* indicating the expected length of the suspension. Such suspension shall be effective in the manner as stated in the *Notice in Writing* and shall be without prejudice to any claims which either party may have against the other.
- 7.1.2 Upon receiving a notice of suspension, the *Design-Builder* shall, subject to any directions in the notice of suspension, suspend performance of the *Design Services*.
- 7.1.3 If the *Design Services* are suspended for a period of 20 *Working Days* or less, the *Design-Builder*, upon the expiration of the period of suspension, shall resume the performance of the *Design Services* in accordance with the *Contract Documents*. The *Contract Price* and *Contract Time* shall be adjusted as provided in paragraph 6.5.1 of GC 6.5 – DELAYS.
- 7.1.4 If, after 20 *Working Days* from the date of delivery of the *Notice in Writing* regarding the suspension of the *Design Services*, the *Owner* and the *Design-Builder* agree to continue with and complete the *Design Services* and the *Work*, the *Design-Builder* shall resume the *Design Services* in accordance with any terms and conditions agreed upon by the *Owner* and the *Design-Builder*. Failing such an agreement, the *Owner* shall be deemed to have terminated the *Contract* and the *Design-Builder* shall be entitled to be paid for all *Design Services* performed and for such other damages as the *Design-Builder* may have sustained, including reasonable profit, as a result of the termination of the *Contract*.

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**GC 7.2 OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Design-Builder* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Design-Builder's* insolvency, or if a receiver is appointed because of the *Design-Builder's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Design-Builder's* right to continue with the *Design Services* or *Work*, by giving the *Design-Builder* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Design-Builder* neglects to properly perform the *Design Services* or *Work*, or otherwise fails 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 *Design-Builder* *Notice in Writing* that the *Design-Builder* is in default of the *Design-Builder's* contractual obligations and instruct the *Design-Builder* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.2.3 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 *Design-Builder* shall be in compliance with the *Owner's* instructions if the *Design-Builder*:
- .1 commences the correction of the default within the specified or agreed time, as the case may be, and
  - .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.
- 7.2.4 If the *Design-Builder* 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:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Design-Builder* provided the *Payment Certifier* has certified such cost to the *Owner* and the *Design-Builder*, or
  - .2 terminate the *Design-Builder's* right to continue with the *Design Services* or *Work* in whole or in part, or
  - .3 terminate the *Contract*.
- 7.2.5 If the *Owner* terminates the *Design-Builder's* right to continue with the *Design Services* or *Work* as provided in paragraphs 7.2.1 and 7.2.4, or if the *Owner* terminates the *Contract*, the *Owner* shall be entitled to:
- .1 use the plans, sketches, *Drawings*, graphic representations and *Specifications* pursuant to paragraph 1.1.8 of GC 1.1 – CONTRACT DOCUMENTS, as reasonably required for the completion of design and construction of the *Project*, but unless otherwise agreed, the *Consultant* and *Other Consultants* shall not assume any responsibility or liability resulting from use of such documents which may be incomplete;
  - .2 take possession of the *Work* and *Products* at the *Place of the Work*, and subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*, and finish the *Design Services* and *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense;
  - .3 withhold further payment to the *Design-Builder* until final payment is determined in accordance with paragraphs 7.2.5.4 and 7.2.5.5;
  - .4 charge the *Design-Builder* the amount by which:
    - (1) the full cost of finishing the *Design Services* and the *Work*, as certified by the *Payment Certifier*, including compensation to the *Payment Certifier* for the *Payment Certifier's* additional services, plus
    - (2) a reasonable allowance as determined by the *Payment Certifier* to cover the cost of corrections to work performed by the *Design-Builder* that may be required under GC 12.5 – WARRANTY, together exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Design Services* and the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Design-Builder* the difference; and
  - .5 on expiry of the warranty period, charge the *Design-Builder* the amount by which the cost of corrections to the *Design-Builder's* work under GC 12.5 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Design-Builder* the difference.
- 7.2.6 The *Design-Builder's* obligation under the *Contract* as to quality, correction and warranty of the *Work* performed by the *Design-Builder* up to the time of termination shall continue after such termination of the *Contract*.

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### **GC 7.3 DESIGN-BUILDER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT**

- 7.3.1 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 *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.3.2 If the *Design Services* or *Work* are suspended or otherwise delayed for a period of more than 20 *Working Days* 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 *Design-Builder* or of anyone directly or indirectly employed or engaged by the *Design-Builder*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.3.3 The *Design-Builder* may give *Notice in Writing* to the *Owner* that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Design-Builder*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
  - .2 the *Payment Certifier* fails to issue a certificate as provided in GC 5.3 – PROGRESS PAYMENT, or
  - .3 the *Owner* fails to pay the *Design-Builder* when due the amounts certified by the *Payment Certifier* or awarded by arbitration or court, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree.
- 7.3.4 The *Design-Builder's* *Notice in Writing* to the *Owner* provided under paragraph 7.3.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, suspend the *Design Services* or the *Work*, or terminate the *Contract*.
- 7.3.5 If the *Design-Builder* suspends the *Work* pursuant to paragraph 7.3.4, the *Design-Builder* shall:
- .1 at the cost of the *Owner* maintain operations necessary for safety reasons and for care and preservation of the *Work*,
  - .2 make reasonable efforts to delay *Product* deliveries, and
  - .3 not remove from the *Place of the Work* any part of the *Work* or any *Products* not yet incorporated into the *Work*.
- 7.3.6 If the *Design-Builder* terminates the *Contract* under the conditions set out above, the *Design-Builder* shall be entitled to be paid for all *Design Services* and *Work* performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and for such other damages as the *Design-Builder* may have sustained as a result of the termination of the *Contract*.

## **PART 8 DISPUTE RESOLUTION**

### **GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION**

- 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, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute does arise, 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.
- 8.1.3 If the parties do not reach an agreement, either party shall send a *Notice in Writing* of dispute to the other party which contains the particulars of the matter in dispute, the relevant provisions of the *Contract Documents* and, if a Project Mediator has not already been appointed, a request that a Project Mediator be appointed. 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 the response and any relevant provisions of the *Contract Documents*.
- 8.1.4 If a dispute is not resolved promptly, the *Owner* will issue such instructions as necessary 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 *Design-Builder* costs incurred by the *Design-Builder* in carrying out such instructions which the *Design-Builder* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Design Services* or the *Work*.

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- 8.1.5 The parties shall, in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing, 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.
- 8.1.6 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.1.3, 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 and Arbitration of Construction Disputes as provided in CCDC 40 Rules for Mediation and Arbitration of Construction Disputes in effect at the time of proposal closing or bid closing.
- 8.1.7 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.1.6 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner* and the *Design-Builder*.
- 8.1.8 By giving a *Notice in Writing* to the other party not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.1.7, either party may refer the dispute to be finally resolved by arbitration conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.1.9 On expiration of the 10 *Working Days* stipulated in paragraph 8.1.8, the arbitration agreement under paragraph 8.1.8 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.1.8 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.
- 8.1.10 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.1.8, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.1.8 shall be
- .1 held in abeyance until
    - (1) *Substantial Performance of the Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Design-Builder* has abandoned the *Design Services* or the *Work*, whichever is earlier; and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.1.8.

## **GC 8.2 RETENTION OF RIGHTS**

- 8.2.1 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 8.1.4.
- 8.2.2 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 8.1.9 of GC 8.1 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.
- 8.2.3 Part 8 of the General Conditions – DISPUTE RESOLUTION shall survive suspension or termination of the *Contract*.

## **PART 9 PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Design-Builder* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Design-Builder's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Owner's Statement of Requirements*, or
  - .2 acts or omissions by the *Owner*, the *Owner's* agents and employees.
- 9.1.2 Before commencing any work, the *Design-Builder* shall determine the location of all underground utilities and structures that are reasonably apparent in an inspection of the *Place of the Work*.

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- 9.1.3 Should the *Design-Builder* in the performance of the *Contract* damage the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work*, the *Design-Builder* shall be responsible for making good such damage at the *Design-Builder's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Design-Builder* is not responsible, as provided in paragraph 9.1.1, the *Design-Builder* 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 AND MATERIALS**

- 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 *Design-Builder* commencing the *Design Services* or *Work*, the *Owner* shall, subject to legislation applicable to the *Place of the Work*:
- .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 *Design-Builder* 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 *Design-Builder* 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 toxic or hazardous substances which were present at the *Place of the Work* prior to the *Design-Builder* commencing the *Work*.
- 9.2.5 If the *Design-Builder* encounters toxic or hazardous substances at the *Place of the Work* or 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 *Design-Builder* or anyone for whom the *Design-Builder* 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 *Design-Builder* shall:
- .1 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by legislation applicable to the *Place of the Work*, and
  - .2 immediately report the circumstances to the *Owner* in writing.
- 9.2.6 If the *Owner* and *Design-Builder* do not agree on the existence or significance of the toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and make a determination on such matters. The expert's report shall be delivered to the *Owner* and the *Design-Builder*.
- 9.2.7 If the *Owner* and *Design-Builder* 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 *Design Builder* or anyone for whom the *Design Builder* 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 *Design-Builder* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in 9.2.6 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Design-Builder* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substance was brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Design-Builder* shall promptly at the *Design-Builder'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;

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- .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
- .4 indemnify the *Owner* as required by GC 12.2 – 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 in paragraphs 9.2.7 or 9.2.8.

### 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 of the Work* shall, as between the *Owner* and the *Design-Builder*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Design-Builder* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Owner* upon discovery of such items.

9.3.3 The *Owner* will investigate the impact on the *Design Services* or the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

### GC 9.4 CONSTRUCTION SAFETY

9.4.1 Except as provided for in paragraph 2.6.2.2 of GC 2.6 – WORK BY OWNER OR OTHER CONTRACTORS, the *Design-Builder* shall assume overall responsibility for:

- .1 construction health and safety at the *Place of the Work* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, and
- .2 establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work*.

### GC 9.5 MOULD

9.5.1 If the *Design-Builder* or *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, and
- .2 the *Design-Builder* 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.

9.5.2 If the *Owner* and *Design-Builder* 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 make a determination on such matters. The expert's report shall be delivered to the *Owner* and *Design-Builder*.

9.5.3 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was caused by the *Design-Builder's* operations under the *Contract*, the *Design-Builder* shall promptly, at the *Design-Builder's* own expense:

- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
- .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, and
- .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.2, and
- .4 indemnify the *Owner* as required by GC 12.2 – INDEMNIFICATION.

9.5.4 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was not caused by the *Design-Builder'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, and
- .2 reimburse the *Design-Builder* 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, and
- .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in paragraph 9.5.2 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay, and

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.4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.

9.5.5 If either party does not accept the expert's finding under paragraph 9.5.2, 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 9.5.3 or 9.5.4, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided in paragraphs 9.5.3 or 9.5.4.

## **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 proposal closing or bid closing except for *Value Added Taxes* payable by the *Owner* to the *Design-Builder* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Design-Builder* due to changes in such included taxes and duties after the time of the proposal closing or bid closing shall increase or decrease the *Contract Price* accordingly, and either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

10.2.1 The laws of the *Place of the Work* shall govern the *Design Services* and the *Work*.

10.2.2 The *Owner* shall obtain and pay for the permanent easements and rights of servitude.

10.2.3 Unless otherwise stated, the *Design-Builder* shall obtain and pay for the building permit and other permits, licences, or certificates necessary for the performance of the *Work* at the time of the proposal closing or bid closing. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Design-Builder* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the *Design Services* or the performance of the *Work* and which relate to the *Design Services* or the *Work*, to the preservation of the public health, and to construction safety.

10.2.5 The *Design-Builder* shall not be responsible for verifying that the *Owner's Statement of Requirements* is in substantial compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Design Services* or the *Work*. If after the time of the proposal closing or bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Design-Builder* shall advise the *Owner* in writing requesting direction immediately upon such variance or change becoming known. Changes shall be made 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 *Design-Builder* fails to advise the *Owner* in writing and 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 *Design-Builder* 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 proposal closing or bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Design Services* or 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 *Design-Builder* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Design-Builder* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Design-Builder* or anyone for whose acts the *Design-Builder* may be liable.

10.3.2 The *Owner* shall hold the *Design-Builder* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder'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 model, plan or design of which was supplied by the *Owner* to the *Design-Builder* as part of the *Contract Documents*.

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## GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Design Services* or the *Work*, again with the *Design-Builder's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Design-Builder's* application for final payment, the *Design-Builder* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Design-Builder* shall provide such evidence of compliance by the *Design-Builder* and *Subcontractors*.

## PART 11 INSURANCE AND CONTRACT SECURITY

### GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.2 – INDEMNIFICATION, the *Design-Builder* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal closing or bid closing except as hereinafter provided:
- .1 Everywhere used in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the term “*Contractor*” shall be replaced with the term “*Design-Builder*”.
  - .2 General liability insurance in the name of the *Design-Builder* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, the *Consultant*, *Other Consultants*, the *Owner's Advisor*, and the *Payment Certifier* as insured but only with respect to liability arising out of the operations of the *Design-Builder* with regard to the *Design Services* or *Work*. All liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years.
  - .3 Automobile Liability Insurance from the date of commencement of the *Design Services* or the *Work* until one year after the date of *Substantial Performance of the Work*.
  - .4 If owned or non-owned aircraft and watercraft are used directly or indirectly in the performance of the *Design Services* or *Work*, Aircraft and Watercraft Liability Insurance from the date of commencement of the *Design Services* or *Work* until one year after the date of *Substantial Performance of the Work*.
  - .5 "All risks" property insurance in the joint names of the *Design-Builder*, the *Owner*, the *Consultant*, the *Owner's Advisor*, and the *Payment Certifier*. The policy shall include as Additional Insureds all *Subcontractors*. Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may reduce the amount of insurance required or waive the insurance requirement. The “all risks” 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 *Substantial Performance of the Work*;
    - (2) on the commencement of use or occupancy of any part or section of *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*; or
    - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
  - .6 Boiler and machinery insurance in the joint names of the *Design-Builder* and the *Owner*. 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 *Substantial Performance of the Work*.
  - .7 The “all risks” 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 *Design-Builder* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Design-Builder* 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 *Design-Builder* 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 *Design-Builder* shall be entitled to such reasonable extension of *Contract Time* as agreed by the *Owner* and *Design-Builder*;
    - (2) the *Design-Builder* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount at which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions of the *Contract*. In addition the *Design-Builder* shall be entitled to receive from the payments made by the insurer the amount of the *Design-Builder's* interest in the restoration of the *Work*; and

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- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces, or another contractor, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, the *Owner* shall pay the *Design-Builder* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions of the *Contract*.
- .8 *Design-Builder's* Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- .9 In addition to the insurance requirements specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the *Design-Builder* shall carry professional liability insurance with limits of not less than \$1,000,000 per claim and with an aggregate limit of not less than \$2,000,000 within any policy year, unless specified otherwise in the *Contract Documents*. The policy shall be maintained continuously from the commencement of the *Contract* until 2 years after *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Design Services* or *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Design-Builder* shall promptly provide the *Owner* with confirmation of coverage and, if required, a true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Design Services* or *Work*.
- 11.1.3 The *Design-Builder* shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 – PROTECTION OF WORK AND PROPERTY and GC 12.2 – INDEMNIFICATION.
- 11.1.4 If the *Design-Builder* 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 of same to the *Design-Builder* and the *Consultant*. The *Design-Builder* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from any amount which is due or may become due to the *Design-Builder*.
- 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 – CCDC INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Design-Builder'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 – CCDC INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may require the increased coverage from the *Design-Builder* 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 any revision of CCDC 41 – CCDC INSURANCE REQUIREMENTS.

## **GC 11.2 CONTRACT SECURITY**

- 11.2.1 The *Design-Builder* shall, prior to commencement of the *Design Services* or *Work* or within such other time as may be specified in the *Contract Documents*, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.
- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## **PART 12 INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY**

### **GC 12.1 DEFINITION AND SURVIVAL**

- 12.1.1 For the purposes of Part 12 – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY, “claim” or “claims” shall mean claims, demands, losses, costs, damages, actions, suits or proceedings, whether in contract or tort.
- 12.1.2 Part 12 of the General Conditions – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY shall survive suspension or termination of the *Contract*.

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## GC 12.2 INDEMNIFICATION

- 12.2.1 Without restricting the parties' obligations to indemnify one another as described in paragraph 12.2.4 and the Owner's obligation to indemnify as described in paragraph 12.2.5, the *Owner* and the *Design-Builder* shall each indemnify and hold harmless the other from and against all claims, 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) errors, omissions, or negligence of the party from whom indemnification is sought or anyone for whom that party is responsible, or
    - (2) a breach of this *Contract* by the party from whom indemnification is sought; and
  - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.3 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK 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*.
- 12.2.2 The obligation of either party to indemnify as set forth in paragraph 12.2.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal or bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Design-Builder* 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 of the Agreement – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.2.2.1 and 12.2.2.2 shall apply.
- 12.2.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.2.1 and 12.2.2 shall be inclusive of interest and all legal costs.
- 12.2.4 The *Owner* and the *Design-Builder* shall indemnify and hold harmless the other from and against all claims arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS.
- 12.2.5 The *Owner* shall indemnify and hold harmless the *Design-Builder* from and against all claims:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Design-Builder'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*.
- 12.2.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Design-Builder*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became 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 12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES

- 12.3.1 Notwithstanding any other provisions of this *Contract*, the *Design-Builder's* liability for claims which the *Owner* may have against the *Design-Builder*, including the *Design-Builder's* officers, directors, employees and representatives, that arise out of, or are related to, the *Design Services*, shall be limited:
- .1 to claims arising from errors, omissions, or negligent performance of the *Design Services* by the *Consultant* or *Other Consultant* and
  - .2 where claims are covered by insurance the *Design-Builder* is obligated to carry pursuant to GC 11.1 – INSURANCE, to the amount of such insurance.

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## GC 12.4 WAIVER OF CLAIMS

- 12.4.1 Subject to any lien legislation applicable at the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Design-Builder* waives and releases the *Owner* from all claims which the *Design-Builder* has or reasonably ought to have knowledge of that could be advanced by the *Design-Builder* against the *Owner* arising from the *Design-Builder's* involvement in the *Design Services* or *Work*, 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 date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Design-Builder* by third parties for which a right of indemnification may be asserted by the *Design-Builder* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Design-Builder* pursuant to the provisions of paragraphs 12.2.4 or 12.2.5 of GC 12.2 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.2 The *Design-Builder* waives and releases the *Owner* from all claims referenced in paragraph 12.4.1.4 except for those referred in paragraphs 12.4.1.2 and 12.4.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.3 Subject to any lien legislation applicable at the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Design-Builder* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Design-Builder* arising from the *Owner's* involvement in the *Design Services* or *Work*, 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 date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Design-Builder* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .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 *Design-Builder* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Design-Builder* pursuant to the provisions of paragraph 12.2.4 of GC 12.2 – INDEMNIFICATION;
  - .4 damages arising from the *Design-Builder'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 12.5 – WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.4 The *Owner* waives and releases the *Design-Builder* from all claims referred to in paragraph 12.4.3.4 except claims for which *Notice in Writing* of claim has been received by the *Design-Builder* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should 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, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.4.5 The *Owner* waives and releases the *Design-Builder* from all claims referenced in paragraph 12.4.3.6 except for those referred in paragraph 12.4.3.2, 12.4.3.3 and those arising under GC 12.5 – WARRANTY and claims for which *Notice in Writing* has been received by the *Design-Builder* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.6 “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.4 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;

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- .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.
- 12.4.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.4.8 Where the event or series of events giving rise to a claim made under paragraphs 12.4.1 or 12.4.3 has a continuing effect, the detailed account submitted under paragraph 12.4.7 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 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.
- 12.4.9 If a *Notice in Writing* of claim pursuant to paragraph 12.4.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim is received pursuant to paragraph 12.4.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.4.10 If a *Notice in Writing* of claim pursuant to paragraph 12.4.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim is received pursuant to paragraph 12.4.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

## **GC 12.5 WARRANTY**

- 12.5.1 Except for extended warranties as described in paragraph 12.5.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.5.2 The *Design-Builder* warrants that the *Work* is in accordance with the *Contract Documents*.
- 12.5.3 The *Owner* shall promptly give the *Design-Builder Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.5.4 The *Design-Builder* shall promptly correct, at the *Design-Builder's* expense, any work which is not in accordance with the *Contract Documents* or defects or deficiencies in the *Work* which appear at any time until the end of the warranty periods specified in the *Contract Documents*.
- 12.5.5 The *Design-Builder* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.5.4.
- 12.5.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.5.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor for the benefit of the *Owner*. The *Design-Builder'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.
- 12.5.7 The *Design-Builder* does not warrant against the effects of corrosion, erosion or wear and tear of any *Product* or failure of any *Product* due to faulty operations or maintenance by the *Owner* or conditions of operation more severe than those specified for the *Product*.
- 12.5.8 The warranties specified in GC 12.5 – WARRANTY or elsewhere in the *Contract Documents* are the only warranties of the *Design-Builder* applicable to the *Work* and no other warranties, statutory or otherwise, are implied.

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*Lake of the Woods*  
**KENORA**



# **TENDER FORM**

**CITY OF KENORA**

**Keewatin Library Roof Replacement and  
Building Repairs**

**RFT#773-7808**



## TENDER FORM

Tender Number: 773-7808

Tender Title: Keewatin Library Roof Replacement and Building Repairs

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

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

having examined the Tender Documents as issued by: the City of Kenora (the "City"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the Tender Sum as follows:

Item	Subtotal
Design and Replacement of Roof	
Window and Framing Replacement	
Floor Joist Repairs	
Brick Veneer Repairs	
Subtotal (excluding HST)	

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Tender Subtotal Written (excluding HST)

2 HST \$ \_\_\_\_\_

3. Total \$ \_\_\_\_\_

Provisional Item	Subtotal (excluding HST)
North Entrance AODA Compliance	

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Tender Documents.

**Appendices to Tender Form:**

The information required by the Instructions to Tenderers is provided in the attached Appendices and forms an integral part of this Tender.

**Appendix A – Statement of Requirements****Appendix B – Keewatin Library Structural Assessment, Designated Substance Survey****Appendix C – Draft CCDC14-2013 Contract****Declarations:**

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required completion schedule stated in the Contract;
- (b) no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made;
- (c) the Tender Security is attached to this Tender. We specifically acknowledge and agree that the Tender Security may be forfeited to the City pursuant to the terms set forth in the Instructions to Tenderers;
- (d) we hereby acknowledge and confirm that the City has the right to accept any tender or to reject any or all tenders in accordance with the Instructions to Tenderers;
- (e) this Tender is open to acceptance for a period of sixty (60) days from the date of Tender Closing.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company:

\_\_\_\_\_ *(Name)*

\_\_\_\_\_ *(Street Address or Postal Box Number)*

\_\_\_\_\_ *(City, Province & Postal Code)*

*(Apply SEAL above)*

Signature:

Name & Title:

\_\_\_\_\_ *(Please Print or Type)*

Witness:

Dated at \_\_\_\_\_

this \_\_\_\_\_

day of \_\_\_\_\_,

20\_\_\_\_