Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and –

LA PUE INTERNATIONAL INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c.B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C.43, AS AMENDED

RESPONDING MOTION RECORD
Volume I
(Motion: Returnable March 7, 2025)

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Buttcon Limited

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AFFIDAVIT OF ALICIA ROSATI

I, **ALICIA ROSATI**, of the City of Toronto, Province of Ontario, MAKE OATH AND SAY:

1. I am a Director of Risk Management for the Lien Claimant, Buttcon Limited (**"Buttcon"**), and as such, I have knowledge, information and belief of the matters hereinafter deposed to. Where information has been obtained from third parties, I state the source of that information and do verily believe it to be true.

Overview

2. I am providing this affidavit in response to the affidavit of Cecil Hayes sworn on January 14, 2025 ("**Hayes Affidavit**"), and in opposition to the motion of MarshallZehr Group Inc. ("**MarshallZehr**") for full priority of its mortgage.

3. MarshallZehr's mortgage was registered on December 1, 2021 as instrument no. SN703091 ("**MZ Mortgage**"), with respect to $12 million. MZ Mortgage is Exhibit "K" to the Hayes Affidavit. Buttcon's lien arose months before the registration of the MZ Mortgage. As a consequence, the MZ Mortgage is a subsequent or building mortgage under the *Construction Act.*

Background

4. La Pue International Inc. ("**La Pue**") is the registered owner of the lands and premises known as the Stanley District Project located at 5510-5526 and 5536 Ferry Street, 5943 Stanley Avenue and 5916 Allendale Avenue, Niagara Falls, Ontario ("**Project**").

5. Buttcon and La Pue entered into a Construction Management Contract - for Services and Construction for the Project, in accordance with an agreement between the Defendants dated April 28, 2020 ("**Contract**"). Attached and marked as **Exhibit "1"** is a copy of the Contract.

6. As the Contract shows, the work in relation to the Project had already commenced in 2018. Various architectural and engineering plans had already been procured by La Pue. Attached and marked as **Exhibit "2"** is a copy of various architectural drawings.

7. Commencing in April, 2020, Buttcon supplied labour, services and materials for the construciton and benefit of the Project. Prior to the execution of the Contract, Buttcon was engaged in various work in relation to the Project. However, the first services or work billed by Buttcon to La Pue was on May 30, 2020.

8. Buttcon's invoices, dated May 30, 2020 to December 30, 2021, detail the labour, services and materials provided with respect to the Project prior to the registration of MZ Mortgage.

Attached and marked as **Exhibit "3"** are copies of the invoices of Buttcon from May 31, 2020 to December 30, 2021 (collectively "**Buttcon Invoices**").

9. For example, Buttcon's invoice 1-1462, dated May 31, 2020, provides details of the work being carried out on May 8, May 15, May 22, and May 29, 2020 by Buttcon's estimators, the project coordinator, the superintendent and the project estimator.

10. The subsequent invoices provide details with such similar and related services, all again, prior to the registration of the MZ Mortgage.

11. On or about July 14, 2020, Buttcon sent out Tender Packages for Site Services, Shoring and Caissons, Bulk Excavation and Removals and dewatering were also sent out with a closing date of July 28, 2020. As part of the tendering package there was a site visit to the Project on July 21, 2020. There was a subsequent tender packages issued on November 12, 2020. Attached and marked as **Exhibits "4"** is a copy of the Tender Package issued on July 14, 2020. Attached and marked as **Exhibit "5"** is a copy of the Tender Package issued on November 12, 2020.

12. Some of the Buttcon's supply of services was carried out on off site of the Project, but other supply involved direct work on the Project site, as detailed below. As construction manager, Buttcon was involved in all aspects of the Project. It provided services in terms of estimates, co-ordination, tenders, supervision and entered into of subcontracts with suppliers and subcontractors with respect to the Project. These involved various site visits and work on site. Prior to the registration of the MZ Mortgage, the list of some of Buttcon's subcontractors for the Project included the following:

(a) Stephenson's Rental Services, whose subcontract dated July 21, 2020 is attached and marked as **Exhibit "6"**;

(b) Battlefield Equipment Rentals whose subcontract dated July 23, 2020 is attached and marked as **Exhibit "7"**;

(c) Greenway Eco Services whose subcontract dated July 23, 2020 is attached and marked as **Exhibit "8"**;

(d) Culligan Niagara whose subcontract dated July 24, 2020 is attached and marked as **Exhibit "9"**;

(e) Chantler's Environmental Services Ltd., whose subcontract incorrectly dated January 4, 2020 but actually was in 2021, which is attached and marked as **Exhibit "10"**;

(f) Multiview Locates Inc., whose subcontract dated September 2, 2020 is attached and marked as **Exhibit "11"**;

(g) Aquatech Dewatering Company Inc., whose first letter of intent dated September 8, 2021, is attached and marked as **Exhibit "12"**; and

(h) HC Matcon Inc. entered into a letter of Intent dated September 10, 2020 is attached and marked as **Exhibit "13".**

13. Examples of supply of labour and service and materials to the Project on site include, but are not limited to, the following:

(a) Prior to November 31, 2020, Multiview Locates Inc. was on the Project site setting up the locates as part of the construction. It continued to carry out other work through to January, 2021. Attached marked as **Exhibit "14"** is a copy of invoice no. 23101359 dated November 30, 2020. Attached marked as **Exhibit "15"** is a copy of invoice no. 23101593 dated January 22, 2021.

(b) On or about December 1, 2020, an office trailer was delivered to the Project site by BOXX Modular. The trailer was onsite for an extended period of time up to and after December 2021. Various other invoices were delivered with respect to the office trailer, which are included in Buttcon Invoices. Attached marked as **Exhibit "16"** is a copy of the first invoice no. BXSC31153224 dated December 1, 2020.

(c) Buttcon had general labourers working on the Project site at different times including from September to December, 2020. They carried out general labour, cleaning, hoardings, and erecting fences. This is confirmed in Buttcon's invoice 8-1462 dated December 30, 2020, and included details of Buttcon's general labourers working on the Project site for a total of 64 hours on site.

(d) On January 5, 2021, Chantler's Environmental delivered a portable toilet to the Project site. Attached and marked as **Exhibit "17"** is a copy of invoice no. 415037 of Chantler Environment Servies Ltd. dated January 5, 2021.

(e) In June 2021, Wire One Electric Inc. was on site re-attaching electrical services to the main office trailer. Attached and marked as **Exhibit "18"** is a copy of invoice no. 3080 from Wire One Electric Inc. dated June 30, 2021.

(f) On or about November 29, 2021, Astro Excavating Inc. ("**Astro**") had mobilized and was carrying out work on the Project site.

Liens Arose Prior to the MZ Mortgage

14. Contrary to the Hayes Affidavit, liens arose with respect to Project prior to the Maple Mortgage being registered in February 2020 and the Marquez Mortgage of October 1, 2020. Pawel Fugiel of La Pue has also advised that the Maple Mortgage and Marquez Mortgage

were provided to La Pue both for construction and land loans. The Project, however, was underway with various consultants and plans, as shown by the architectural drawings of 2018 and 2019. In addition, Buttcon's supplied labour and services off-site and also on-site prior the registration of the MZ Mortgage.

15. In any event, the Maple Mortgage and the Marquez Mortgage were discharged, and not assigned to MarshallZehr on December 1, 2021. As noted above, Buttcon, architects and other subcontractors had liens prior to the registration of the MZ Mortgage.

16. On January 7, 2025, La Pue's receiver was granted an order approving the sale of the Property to a purchaser. The result of such a sale will be the expunging of the security interest of the lien claimants' liens. In contrast, MarshallZehr is seeking to be paid its principal and most of its accrued interest. However, MashallZehr is not satisfied with that proposed recovery, but has brought this motion to deprive the lien claimants, who contributed to the construction of the Project, of any possible recovery. It is seeking to deprive them of the bare holdback, while seeking to recover interest as high as 28.5% after March 1, 2023. It is also financing the sale to the new purchaser on terms that have not been disclosed, so it will continue to benefit with respect La Pue's property, and the construction services provided by the lien claimants.

17. In short, the lien claimants should not be deprived of recovery with respect to a Project that they contributed their labour, services and materials. Their liens arose prior MZ Mortgage and thus they are entitled to the holdback for the Project.

18. I make this affidavit in opposition to the motion of MarshallZehr Group Inc.

***Sworn* or *Affirmed* before me:** *(select one):*

☐ in person OR ☒ by video conference

by **ALICIA ROSATI** at the City of Vaughan,
in the Regional Municipality of York, before me
in the City of Vaughan, in the Province of Ontario,
on **February 19, 2025,**
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



Signature of Commissioner
(Fernando Souza, Barrister & Solicitor)



ALICIA ROSATI

TAB 1

This is **Exhibit "1"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

CCDC 5B

CCDC 5B

Construction Management Contract – for Services and Construction

2 0 1 0

The Stanley District Mixed Use Development (Underground Garage, Building A, Building B, and Building C)

Apply a CCDC 5B 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 5B – 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
– FOR SERVICES AND CONSTRUCTION

This agreement made on the 28 day of April in the year 2020
by and between

La Pue International Inc.

hereinafter called the "*Owner*"
and

Buttcon Limited

hereinafter called the "*Construction Manager*"

The *Owner* and *Construction Manager* agree as follows:

ARTICLE A-1 THE SERVICES AND THE WORK

The *Construction Manager* shall

1.1 perform the *Services* and the *Work* for

The Stanley District Mixed Use Development (Underground Garage, Building A, Building B, and Building C)

insert above the title of the Project

located at

In the parcels of land currently at 5536, 5510-5526 Ferry Street, 5916, and 5943 Stanley Avenue in Niagara Falls, Ontario

insert above the Place of the Work

and as further described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT, for which the Agreement has been signed by the parties, and for which

ACK Architects (overall design coordination, Underground, Building A and C) and Chamberlain Architects (Building B)

insert above the name of the Consultant

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

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

1.3 commence the *Services* and the *Work* by the 6 day of April in the year 2020 and continue in accordance with any schedule provided in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT. The *Construction Manager*'s obligation to provide *Services* shall end no later than one year after the date of *Substantial Performance of the Work*.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Project*.

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

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ARTICLE A-3 DESCRIPTION OF THE PROJECT

3.1 The following is a description of the *Project* including intended use, scope, budget, schedule, phases if applicable, and the anticipated date of *Substantial Performance of the Work*), and any other information which further generally describes the nature of the *Project* and the *Work*:

We understand the scope of work to include the following:
1)All necessary pre-construction activities as described in the CCDC5B to provide budgeting, scheduling, value engineering, constructability advice, market conditions advice, and site logistics advice in planning for the construction of the project.
2)The overall construction of the following proposed in 2 phases:

Phase 1 consisting of the following:
a)The construction of 2 levels of underground parking serving the entire development area consisting of approximately 500 parking spaces.
b)The construction of Building A, a mixed use 7 storey building of approximately 80,000 sf of GFA above grade. This building comprises of two commercial units on the ground floor and approximately 78 residential units from levels 2-7.
c)The construction of Building B, a 6 storey hotel building of approximately 102,000 sf of GFA above grade. This building comprises of a ground floor level of commercial retail (fit up by others), lobby and meeting space. Level 2 consists of a pool, restaurant, amenity area, and guest rooms. Levels 3-6 consist of guest rooms. The overall hotel suite count is approximately 148 units.

Phase 2 consisting of the following:
a)The construction of a 30 storey residential tower building of approximately 350,000 sf of GFA above grade. The building comprises of approximately 300 individual units.
Our understanding of the above phasing is as follows:
1)Pre-construction commencing April of 2020
2)Site Plan Approval is anticipated to be received by April-May of 2020.
3)A building permit receipt and construction commencement for phase 1 above in September of 2020.
4)Phase 2 to commence only upon substantial completion of Phase 1.
The above is preliminary which we will investigate and optimize throughout the Pre-construction process as we work through our scheduling with the remainder of the team.

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ARTICLE A-4 CONTRACT DOCUMENTS

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

- the Agreement Between *Owner* and *Construction Manager* (including the Schedules to the Agreement)
- the Appendix – STIPULATED PRICE OPTION
- the Definitions
- the General Conditions
- the *Construction Documents*

*

-Email exchange between Daniel Rosati of Buttcon Limited and Pawel Fugiel of La Pue International Inc.
- Site and underground drawings prepared by ACK Architects dated Dec 05 2019 for information purposes only.
- Building A drawings prepared by ACK Architects dated August 23, 2018 for information purposes only.
- Building B drawings prepared by Chamberlain dated September 05 2019 for information purposes only.
- Building C drawings prepared by ACK Architects dated October 2019 for information purposes only.

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents)*

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ARTICLE A-5 CONSTRUCTION MANAGER'S FEE

5.1 The *Construction Manager's Fee* shall be equal to the sum of the fee for the *Services* as specified in paragraph 5.2 and the fee for the *Work* as described in paragraph 5.3.

5.2 The *Construction Manager's Fee* for the *Services* is comprised of one or more of the following:

.1* A fixed amount of Not Applicable; and

.2* A percentage amount of Not Applicable percent (na %) of the *Construction Cost Estimate*. Final reconciliation payments shall be adjusted based on *Class A Construction Cost Estimate*; and

.3* An amount based on the time-based rates for personnel employed by the *Construction Manager* as described in Schedule B to the Agreement and engaged in performing the *Services* to the level of effort agreed prior to the commencement of the *Services*. The *Owner* may by written request require the *Construction Manager* to provide prior to commencement of the *Services* an estimate of the total fee for *Services* to be performed based on the time-based rates for evaluation and verification purposes.

* *Strike out inapplicable paragraph(s).* Reset

5.3 The *Construction Manager's Fee* for the *Work* is comprised of one or more of the following:

.1☒ A percentage fee of two point six percent (2.60 %) of the *Cost of the Work* earned as the *Cost of the Work* accrues. In the event the *Owner* furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the *Work*, the *Cost of the Work* for purposes of establishing the *Construction Manager's Fee* for the *Work* is the cost of all materials and labour necessary to complete the *Project* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction; and

.2☒ A fixed fee of Not Applicable, earned as follows:

The above fee for the Services (pre-construction) based on time-based-rates to be invoiced and paid monthly. If awarded the Work (construction) Buttcon will credit back the previously invoiced and paid fee for the Services.

The above percentage fee for the Work (construction) to be invoiced monthly during construction.

☒ *Delete inapplicable paragraph.* Reset

5.4 The *Construction Manager's Fee* shall be subject to adjustment as may be required in accordance with the provisions of the *Contract Documents* listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS.

5.5 All amounts are in Canadian funds.

ARTICLE A-6 REIMBURSABLE EXPENSES FOR THE SERVICES

6.1 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred in performing the *Services,* and as identified in Schedule A2 to the Agreement plus the administrative charge of two point six percent (2.60 %). If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the *Place of the Work* and supported with suitable documentation.

6.2 The *Owner* may by written request require the *Construction Manager* to:

.1 provide prior to commencement of the *Services* an estimate of the total reimbursable expenses incurred by the *Construction Manager* in performing the *Services* for evaluation and verification purposes; and

.2 inform the *Owner* in writing prior to incurring reimbursable expenses relating to the *Services*.

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ARTICLE A-7 COST OF THE WORK

7.1 The *Cost of the Work* is the actual cost incurred by the *Construction Manager* in performing the *Work* and is limited to the actual cost of the following:

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Construction Manager* under a salary or wage schedule agreed upon by the *Owner* and the *Construction Manager*, 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 *Construction Manager*, for personnel
(1) stationed at the *Place of the Work*, 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 and coordination drawings; or
(4) engaged in the processing of changes 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 *Construction Manager* and included in the cost of the *Work* as provided in paragraph 7.1.1;

.3 travel and subsistence expenses of the *Construction Manager*'s personnel described in paragraph 7.1.1;

.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 *Construction Manager*;

.6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Construction Manager* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 the *Construction Manager*'s field office;

.8 deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*;

.9 the amounts of all contracts or written agreements with *Subcontractors* and *Suppliers* and the unrecoverable costs to the *Construction Manager* that result from any *Subcontractor's* or *Supplier*'s default, insolvency or abandonment; termination of any *Subcontractor*'s or *Supplier*'s right to perform due to default by the *Subcontractor* or *Supplier*; or termination of any *Subcontractor*'s or *Supplier*'s contract due to default by the *Subcontractor* or *Supplier*;

.10 quality assurance such as independent inspection and testing services;

.11 charges levied by authorities having jurisdiction at the *Place of the Work*;

.12 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Construction Manager*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;

.13 premiums for all contract securities and insurance that the *Construction Manager* is required, by the *Contract Documents*, to purchase and maintain;

.14 taxes, other than *Value Added Taxes*, and duties relating to the *Work* for which the *Construction Manager* is liable;

.15 charges for long distance communications, courier services, expressage, printing, and reproduction incurred in relation to the performance of the *Work*;

.16 removal and disposal of waste products and debris;

.17 the cost of safety measures and requirements;

.18 legal costs, incurred by the *Construction Manager* in relation to the performance of the *Work* provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Work* is performed in accordance with this *Contract*;

.19 the cost of financing the *Work* in accordance with the method determined by the parties and identified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT;

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.20 the cost of auditing when requested by the *Owner*;

.21 the cost of project-specific information technology and usage in accordance with the method determined by the parties in writing;

.22 the cost of removal or containment of toxic or hazardous substances pursuant to GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES;

.23 other costs incurred in the performance of the *Work* as listed below:

all other cost of work not mentioned above

7.2 The *Cost of the Work* excludes *Value Added Taxes* and shall be at rates prevailing in the locality of the *Place of the Work*, except with the prior consent of the *Owner*.

7.3 Any costs incurred by the *Construction Manager* due to failure on the part of the *Construction Manager* to exercise reasonable care and diligence in the *Construction Manager*'s attention to the *Work* shall be borne by the *Construction Manager*.

7.4 All cash discounts shall accrue to the *Construction Manager* unless the *Owner* deposits funds with the *Construction Manager* with which to make payments, or where the *Owner* pays the costs of financing the *Work*, in which case the cash discounts shall accrue to the *Owner*.

7.5 All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment applicable to the *Work* shall accrue to the *Owner,* and the *Construction Manager* shall make provisions so that they can be secured.

7.6 The *Owner* may by written request require the *Construction Manager* to:

.1 provide prior to commencement of the *Work* an estimate of the total *Cost of the Work* for evaluation and verification purposes; and

.2 inform the *Owner* in writing prior to incurring reimbursable expenses relating to the *Cost of the Work*.

ARTICLE A-8 OPTIONS

8.1 The *Owner* and the *Construction Manager* may agree to exercise the options described in paragraph 8.2, 8.3 or 8.4 at the time of signing of this *Contract* or any time during the term of the *Contract*. Any agreement to exercise any of the following options after the signing of this *Contract* shall be recorded by a *Change Order*.

8.2 **GUARANTEED MAXIMUM PRICE (GMP) OPTION**

The sum of the *Price of the Services* and the *Price of the Work* are guaranteed by the *Construction Manager* not to exceed

To be confirmed at a mutually agreed upon date /100 dollars ($),

subject to the adjustment as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE. Any amount, consisting of the sum of the *Price of the Services* and the *Price of the Work*, in excess of this *Guaranteed Maximum Price* will be paid by the *Construction Manager* without reimbursement by the *Owner*.

8.3 **GUARANTEED MAXIMUM PRICE PLUS % COST SAVINGS OPTION**

The *Price of the Services* and the *Price of the Work* are guaranteed by the *Construction Manager* not to exceed

To be confirmed at a mutually agreed upon date /100 dollars ($),

subject to the adjustment as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

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At the conclusion of the *Project*,

.1 any amount, consisting of the sum of the *Price of the Services* and the *Price of the Work*, in excess of this *Guaranteed Maximum Price* will be paid by the *Construction Manager* without reimbursement by the *Owner*.

.2 if the sum of the *Price of the Services* and the *Price of the Work* is less than this *Guaranteed Maximum Price*, the difference will be disbursed as follows:

(1) retained by the *Owner*: 70 %

(2) paid to the *Construction Manager*: 30 %

8.4 **STIPULATED PRICE OPTION**

The *Owner* and the *Construction Manager* may agree to change this *Contract* to a stipulated price contract, in accordance with the amendments as provided in the Appendix – STIPULATED PRICE OPTION.

ARTICLE A-9 PAYMENT

9.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Work*. The *Owner* shall pay the *Construction Manager*:

.1 payments on account of the *Construction Manager's Fee* for the *Services* earned as described in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE together with such *Value Added Taxes* as may be applicable to such payments, and

.2 payments on account of the reimbursable expenses for the *Services* earned as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES together with such *Value Added Taxes* as may be applicable to such payments,

.3 payments on account of the *Price of the Work* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments,

.4 upon *Substantial Performance of the Work*, the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.5 upon the issuance of the final certificate for payment, the unpaid balance of the *Construction Manager's Fee* for the *Services*, the reimbursable expenses for the *Services*, and the *Price of the Work* when due together with such *Value Added Taxes* as may be applicable to such payment.

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

9.3 Interest

.1 Should either party fail to make payments as they become due under the terms of this *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

to be advised

(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 9.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract,* had it not been in dispute, until the date it is paid.

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ARTICLE A-10 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

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

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

10.3 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 5 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.

10.4 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 thereof.

10.5 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

La Pue International Inc.

*name of Owner**

Pawel Fugiel

address

6158 Allendale Ave Niagara Falls Ontario

facsimile number

email address

647 705 9810

lapueinternational@gmail.com

Construction Manager

Buttcon Limited

*name of Construction Manager**

8000 Jane Street, Tower B, Suite 401, Concord, Ontario

address

905-907-6556

facsimile number

pdigaetano@buttcon.com

email address

Consultant

ACK Architects (overall design coordination, Underground, Building A and C) and Chamberlain Architects (Building B)

*name of Consultant**

address

facsimile number

email address

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

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ARTICLE A-11 LANGUAGE OF THE CONTRACT

11.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French# language shall prevail.

#Complete this statement by striking out inapplicable term.

11.2 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-12 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

LISA VO
name of person signing

signature

name of person signing

OWNER
La Pue International Inc.

PANEL PUGIEL
name of Owner

signature

name and title of person signing

signature

name and title of person signing

WITNESS

signature

Daniel Rosati, Director of Pre-Construction and Estimating
name of person signing

signature

name of person signing

CONSTRUCTION MANAGER
Buttcon Limited

name of Construction Manager

signature

Peter Di Gaetano, President & CEO
name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Construction Manager 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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SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

1. PRECONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE.)	**Performed by the Owner or someone other than the Construction Manager**	**Performed by the Construction Manager (*F1/F2/F3)**	**Not Applicable**
1.1 General Services			
.1 Attend regular *Project* meetings with the *Owner* and the *Consultant*.		F3	
.2 Provide advice to the *Owner* and the *Consultant* with respect to construction and market conditions.		F3	
1.2 Predesign			
.1 Estimating:		F3	
(1) Confirm or prepare a *Class D Construction Cost Estimate*.			
(2) Advise the *Owner* if it appears that the *Construction Cost Estimate* may exceed the *Project* budget, and make recommendation for corrective action.			
.2 Scheduling: Prepare a preliminary overall *Project* schedule.		F3	
1.3 Schematic Design Phase			
.1 Constructability: Provide advice on site use and possible improvements, selection of materials, assembly systems, and, equipment and provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies.		F3	
.2 Estimating:		F3	
(1) Prepare a *Class C Construction Cost Estimate* at the end of the Schematic Design Phase.			
(2) Advise the Owner if it appears that the *Construction Cost Estimate* may exceed the *Project* budget, and make recommendation for corrective action.			
.3 Scheduling: Prepare, in consultation with the *Consultant* and the *Owner*, a preliminary *Project* schedule for the *Owner*'s review; such *Project* schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the anticipated date of *Substantial Performance of the Work*.		F3	
.4 Other Services: Assist in providing liaison and coordination among government authorities, utility companies, and other authorities having jurisdiction over the *Place of the Work*.		F3	
1.4 Design Development Phase			
.1 Constructability:		F3	
(1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.			
(2) Make recommendations to the *Owner* and the *Consultant* regarding the scope of *Work* packages and *Work* to be performed by the *Construction Manager*'s own forces to help facilitate the subsequent bidding and awarding of *Subcontractor* and *Supplier* contracts.			
(3) Review the *Specifications* and *Drawings* and, at the end of the Design Development Phase, make recommendations to the *Owner* and the *Consultant* as to constructability and coordination among the *Subcontractors*.			
.2 Estimating and Cost Control:		F3	
(1) Prepare a *Class B Construction Cost Estimate* at the end of the Design Development Phase.			
(2) Advise the *Owner* if it appears that the *Construction Cost Estimate* may exceed the *Project* budget, and make recommendations for corrective action.			
(3) Establish a cost control program and prepare a cash flow forecast for the *Project*.			

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SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

1. PRECONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE.)	**Performed by the Owner or someone other than the Construction Manager**	**Performed by the Construction Manager (*F1/F2/F3)**	**Not Applicable**
.3 Scheduling: (1) Review and update the *Project* schedule with appropriate details. (2) Advise the *Owner* if it appears that the *Project* schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the *Owner*, and make recommendations for corrective action. (3) Make recommendations to the *Owner* regarding any equipment or materials which should be pre-ordered to meet the *Project* schedule.		F3	
1.5 Construction Document Phase **.1 Constructability:** (1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies. (2) Review the *Specifications* and *Drawings* and make recommendations to the *Owner* and the *Consultant* as to clarity, consistency, constructability, and coordination among the *Subcontractors*. (3) Assist the *Owner* and the *Consultant* in preparing bid documents for *Subcontractors*. (4) Assist the *Owner* in determining the contract security requirements of *Subcontractors*. **.2 Estimating and Cost Control:** (1) Update the *Class B Construction Cost Estimate* at defined intervals of *Construction Documents* completion. (2) Prepare a *Class A Construction Cost Estimate* at the end of the Construction Document Phase. (3) Update the cash flow forecasts for the *Project*. (4) Advise the *Owner* if it appears that the *Construction Cost Estimate* may exceed the *Project* budget, and make recommendations for corrective action. **.3 Scheduling:** (1) Review and update the *Project* schedule with appropriate details. (2) Advise the *Owner* if it appears that the *Project* schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the *Owner*, and make recommendations for corrective action, including changes to *Project* scope, schedule or budget. **.4 Other Services:** (1) Make recommendations to the *Owner* regarding any equipment or materials which should be pre-ordered to meet the *Project* objective.		F3 F3 F3 F3	
1.6 Construction Procurement Phase **.1 Scheduling:** (1) Review and update the *Project* schedule with appropriate details. **.2 Contracting:** (1) Develop methods of solicitation for *Subcontractors* and the distribution of addenda. (2) Prepare the prequalification criteria for *Subcontractors* and *Suppliers* as required by the *Owner*. (3) Review for completeness and coordinate all bid documents for the solicitation of competitive bids for the *Work* to be performed by *Subcontractors.* **.3 Other Service:** (1) Update the cash flow forecasts for the *Project*.		F3 F3 F3	

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SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

2. CONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE.)	**Performed by the Owner or someone other than the Construction Manager**	**Performed by the Construction Manager (*F1/F2/F3)**	**Not Applicable**
2.1 General Service			
.1 Chair and minute regular *Project* meetings with the *Owner* and the *Consultant*.	☐	F3	☐
2.2 Cost Control and Accounting			
.1 Prepare and update the *Construction Cost* and cash flow forecasts in accordance with the *Project* budget as specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the *Owner*.	☐	F3	☐
.2 Develop, implement and maintain a system of *Project* cost control and accounting.	☐	F3	☐
.3 Advise the *Owner* and the *Consultant* on the variances between actual cost and *Construction Cost Estimate*.	☐	F3	☐
.4 Provide reasonable assistance and information to permit recovery of all tax rebates where applicable.	☐	F3	☐
.5 Provide recommendations to the *Owner* for necessary changes to maintain the *Project* budget and *Project* schedule.	☐	F3	☐
3. POST-CONSTRUCTION			
3.1 General Service			
.1 Prepare final *Construction Cost* report.	☐	F3	☐
3.2 Occupancy Review			
.1 Assist the *Owner* in conducting post-construction occupancy review.	☐	F3	☐

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SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

Unless otherwise agreed to by the parties or as indicated in the following table, all expense items relating to *Services* are included in the *Construction Manager's Fee* for the *Services* as described in paragraph 5.2 of Article of the Agreement A-5 – CONSTRUCTION MANAGER'S FEE.

	Costs Included in the Construction Manager's Fee (A-5.2)	Reimbursable Expenses (A-6)
1. Travel and subsistence expenses of the *Construction Manager*'s personnel outside a radius of 50km from the *Place of the Work*.	☐	✔
2. Charges for long distance telephone and facsimile communications, courier services, reproduction of *Contract Documents* incurred in relation to the performance of this Contract.	☐	✔
3. The cost of *Project* specific information technology support in accordance with the method determined by the parties.	☐	✔
4. Deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*.		✔
5. The costs to the *Construction Manager* that result from any *Subcontractor*'s insolvency or failure to perform.		✔
6. Charges levied by authorities having jurisdiction at the *Place of the Work*.		✔
7. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.		✔
8. Any adjustment in taxes and duties directly related to the *Project* for which the *Construction Manager* is liable.		✔
9. Losses and expenses sustained by the *Construction Manager* for matters which are the subject of the insurance coverages obtained pursuant to GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable.		✔
10. The costs incurred due to emergencies affecting the safety of persons or property.		✔
11. Legal costs, incurred by the *Construction Manager* in relation to the performance of the *Services* provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*.		✔
12. Such other costs directly incurred by the *Construction Manager* in the performance of this *Contract* as follows: All cost of the work per Article A7.		✔

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SCHEDULE B – TIME-BASED RATES FOR PERSONNEL EMPLOYED BY THE CONSTRUCTION MANAGER

Personnel employed by the *Construction Manager* in the performance of the *Services* and *Work*.	**Unit**	**Rate**
**All Rates Below are Per Hour Based on Regular 40 hr Work Weeks, Monday to Friday.Any premium time or overtime is in addition to the below:		
Senior Project Manager	per hour	$137.00
Senior Site Superintendent	per hour	$111.00
Assistant Site Superintendent(s)	per hour	$93.00
On Site Safety Adminstrator	per hour	$60.00
Senior Project Coordinator	per hour	$74.00
Project Coordinator	per hour	$52.00
Deficiency Coordinator (related to phase 1 and phase 2 residential component)	per hour	$52.00
Safety Manager (as required)	per hour	$93.00
General Superintendent (as required)	per hour	$139.00
Commissioning Team (as required, blended rate)	per hour	$126.00
Scheduler (as required)	per hour	$82.00
On Site Administrator (if needed)	per hour	$35.00
Accounting (as required from head office)	per hour	$56.00
General Labourer	per hour	$80.00
General Carpenter (based on 37.5 hour work weeks)	per hour	$90.00
Travel to and From Worksite for Local Employees (per km each way)*	per km	$0.60
Travel, Accomodations, Meals, and Per Diem for Non-Local Employees (per employee, per week, stationed at place of work, not including	per week	$1,500

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DEFINITIONS

The following Definitions apply to this *Contract Documents*. References in the definition to the singular shall be considered to include the plural as the context requires.

Class A Construction Cost Estimate
The *Class A Construction Cost Estimate* is an estimate of the *Construction Cost* based on the completed *Contract Documents*. *Class A Construction Cost Estimate* is the final estimate before the bid or proposal call. *Class A Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class B Construction Cost Estimate
The *Class B Construction Cost Estimate* is an estimate of the *Construction Cost* with a level of precision that is based on the degree of completion of the *Contract Documents* at the time of preparation of the estimate. The *Class B Construction Cost Estimate* is typically prepared when all site or installation investigations are completed and the design of the major systems and sub-systems of the *Project* (including outline specifications and preliminary drawings and models) are well underway. *Class B Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class C Construction Cost Estimate
The *Class C Construction Cost Estimate* is an estimate of the *Construction Cost* based on updated *Owner* requirements, general description of the *Project*, preliminary site information and existing conditions, and takes into consideration market conditions as well as basic implementation logistics. *Class C Construction Cost Estimate* shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Class D Construction Cost Estimate
The *Class D Construction Cost Estimate* is an estimate of the *Construction Cost* based on the *Owner*'s functional requirements to the degree known at the time. The *Class D Construction Cost Estimate* shall as a minimum be based on historical cost data for similar projects, suitably adjusted for such factors as inflation, location, risk, quality, size**,** and time. All related factors affecting cost are considered to the extent possible. The *Class D Construction Cost Estimate* provides the *Owner* an indication of the order of magnitude of the *Construction Cost* for a project completed within the estimated completion date, and shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Change Directive
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Construction Manager* to proceed with a change in the *Work* within the general scope of this *Contract* prior to the *Owner* and the *Construction Manager* agreeing upon an adjustment in any or all of the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*.

Change Order
A *Change Order* is a written amendment to this *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Construction Manager* stating their agreement upon:
- a change in the *Services*;
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Construction Manager's Fee*, if any;
- the method of adjustment or the amount of the adjustment in the *Guaranteed Maximum Price*, if any;
- the extent of the adjustment in the *Contract Time*, if any; and
- the options described in Article A-8 of the Agreement – OPTIONS.

Construction Cost
Construction Cost means the actual cost of all elements of the *Project* including all applicable taxes but excluding the applicable value added taxes, whether recoverable or not. *Construction Cost* does not include the *Construction Manager's Fee*, the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES and the compensation of the *Consultant*.

Construction Cost Estimate
Construction Cost Estimate is either a *Class A Construction Cost Estimate*, a *Class B Construction Cost Estimate*, a *Class C Construction Cost Estimate*, or a *Class D Construction Cost Estimate,* as the context shall require and is prepared with a level of precision commensurate with the level of detail of information available at the time.

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Construction Documents
The *Construction Documents* consist of the *Specifications* and *Drawings* that are consistent with the *Contract Documents* and are prepared by the *Consultant* and accepted by the *Owner* after execution of the Agreement for the performance of the *Project*.

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

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

Construction Manager's Fee
The *Construction Manager's Fee* is the *Construction Manager*'s fee for performing the *Services* and the *Work* and the amount is as stipulated in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE.

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

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

Contract Documents
The *Contract Documents* consist of those documents listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Time
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE SERVICES AND THE WORK.

Cost of the Work
The *Cost of the Work* is the amount stipulated in Article A-7 of the Agreement – COST OF THE WORK which excludes *Value Added Taxes.*

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

Guaranteed Maximum Price
The *Guaranteed Maximum Price* is the amount, if any, stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS which excludes *Value Added Taxes*. In the event that no amount is stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS, the provisions pertinent to the *Guaranteed Maximum Price*, wherever they appear in this *Contract*, shall be individually inoperative and considered as deleted from this agreement.

Notice in Writing
A *Notice in Writing*, where identified in this *Contract*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

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

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

Price of the Services
The *Price of the Services*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Services* as stipulated in paragraph 5.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the reimbursable expenses for the *Services* as stipulated in paragraph 6.1 of Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES.

Price of the Work
The *Price of the Work*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Work* as stipulated in paragraph 5.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the *Cost of the Work.*

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Product
Product means material, machinery, equipment, and fixtures incorporated into the *Work*, but does not include *Construction Equipment*.

Project
The *Project* means the total construction as described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT contemplated by the *Owner* of which the *Work* may be the whole or a part.

Services
The *Services* means all services described in Schedule A1 to the Agreement – SERVICES AND COMPENSATION to be performed by the *Construction Manager* under this *Contract*.

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

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

Subcontractor
A *Subcontractor* is a person or entity having a direct contract with the *Construction Manager* 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 *Consultant*.

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

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

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

Value Added Taxes
Value Added Taxes means such sums as shall be levied upon the *Owner*'s payment to the *Construction Manager* by the Federal or any Provincial or Territorial government and is computed as a percentage of such payment and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any other similar tax, the collection and payment of which have been imposed on the *Construction Manager* by the tax legislation.

Work
The *Work* means the total construction and related services to be performed by the *Construction Manager* as required by the *Contract Documents* but does not include *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

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Construction Manager* in accordance with these documents. It is not intended, however, that the *Construction Manager* 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:
.1 the *Owner* and a *Subcontractor*, a *Supplier,* or their agent, employee, or other person performing any of the *Work*.
.2 the *Consultant* and the *Construction Manager*, a *Subcontractor*, a *Supplier,* or their agent, employee or other person performing any of the *Work*.

1.1.3 The components of 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 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Construction Manager* in dividing the work among *Subcontractors* and *Suppliers*.

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 *Construction Manager* (including the Schedules to the Agreement),
- the Definitions,
- Supplementary Conditions, if any
- the General Conditions,
- the *Construction Documents*
  - Division 1 of the *Specifications*,
  - technical *Specifications*,
  - material and finishing schedules,
  - the *Drawings*.

.2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
.3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
.4 later dated documents shall govern over earlier documents of the same type.
.5 noted materials and annotations shall govern over graphic indications.

1.1.7 The *Owner* shall provide the *Construction Manager*, without charge, sufficient copies of the *Construction Documents* to perform the *Work*.

1.1.8 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to this *Contract*. All *Specifications*, *Drawings*, and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.9 Models furnished by the *Construction Manager* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

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

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

GC 1.4 ASSIGNMENT

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

GC 1.5 PERFORMANCE OF THE SERVICES

1.5.1 Architectural or engineering aspects of the *Project* shall not be the responsibility of the *Construction Manager*. In providing *Services*, the *Construction Manager* assumes no responsibility for the performance of the *Consultant* nor offers any professional design advice.

1.5.2 Notwithstanding any other provisions of this *Contract*, the *Construction Manager* shall be deemed not to assume any duties nor responsibilities as agent of the *Owner*.

GC 1.6 PROJECT REPRESENTATIVES

1.6.1 The *Owner*, *Construction Manager* and *Consultant* may appoint one or more project representatives to assist in carrying out their responsibilities under this *Contract*. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 OWNER'S RESPONSIBILITIES

2.1.1 The *Owner* shall:

.1 provide full and timely information and approvals regarding the requirements of the *Project* for the orderly progress of the *Services* and the *Work*;

.2 review documents submitted by the *Construction Manager* and give the *Construction Manager* timely decisions for the orderly progress of the *Services* and the *Work*;

.3 furnish promptly to the *Construction Manager* all information that is available or requested by the *Construction Manager* regarding the *Place of the Work* including surveys as to the physical characteristics of the site, soils reports, subsurface investigations, legal limitations, utility locations, and legal description. Subject to paragraph 9.1.2 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, the *Construction Manager* shall be entitled to rely on such information;

.4 designate in writing a representative who shall be fully acquainted with the *Work*; and shall have the authority to act on the *Owner*'s behalf in relation to all duties and responsibilities of the *Owner* under this *Contract*;

.5 retain the *Consultant* who shall be responsible for the design and design related services required for the *Work*;

.6 inform the *Construction Manager* of the scope and terms of the *Consultant*'s services;

.7 inform the *Consultant* of the scope and terms of the *Services* and the *Work*;

.8 immediately notify the *Construction Manager* if the *Owner* observes or otherwise becomes aware of any fault or defect in the *Project* or any non-conformity with the requirements of the *Contract*; and

.9 coordinate and facilitate the *Services* of the *Construction Manager* and the *Consultant*'s services.

GC 2.2 AUTHORITY OF THE CONSULTANT

2.2.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.2.2.

2.2.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* may be modified or extended only with the written consent of the *Construction Manager* following consultation with the *Consultant*.

2.2.3 If the *Consultant*'s employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Construction Manager* makes no reasonable objection and whose duties, responsibilities and limitations of authority under the *Contract Documents* will be that of the former *Consultant*.

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GC 2.3 CONSULTANT'S RESPONSIBILITIES

2.3.1 The *Consultant* will provide administration of the *Work* as described in the *Contract Documents*.

2.3.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.3.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Construction Manager*.

2.3.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager*'s applications for payment for the *Work* performed as provided in paragraph 5.4.7.1 of GC 5.4 – PROGRESS PAYMENT FOR THE WORK.

2.3.5 Based on the *Consultant*'s observations and evaluation of the *Construction Manager*'s applications for payment for the *Work* performed, the *Consultant* will determine the amounts owing to the *Construction Manager* for the *Price of the Work* and will issue certificates for payment as provided in Article A-9 of the Agreement – PAYMENT, GC 5.4 – PROGRESS PAYMENT FOR THE WORK and GC 5.8 – FINAL PAYMENT FOR THE WORK.

2.3.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Construction Manager*'s failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Construction Manager*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

2.3.7 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Work*.

2.3.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except with respect to the scope, fee and reimbursable expenses of the *Services*, shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.3.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Construction Manager*.

2.3.10 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.3.11 With respect to claims for a change in *Price of the Work*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONSTRUCTION MANAGER'S FEE FOR THE SERVICES, THE PRICE OF THE WORK OR THE GUARANTEED MAXIMUM PRICE.

2.3.12 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Construction Manager*, *Subcontractor*, *Suppliers,* or their agents, employees, or other persons performing any of the *Work*.

2.3.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Construction Manager* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Construction Manager.*

2.3.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Construction Manager*'s submittals which are provided in accordance with the *Construction Documents*.

2.3.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

2.3.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK.

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2.3.17 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.3.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Construction Manager* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

GC 2.4 REVIEW AND INSPECTION OF THE WORK

2.4.1 The *Construction Manager* shall provide the *Owner* and the *Consultant* access to the *Work* at all times. The *Construction Manager* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.4.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Construction Manager* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Construction Manager* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.4.3 The *Construction Manager* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.4.4 If the *Construction Manager* 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 *Construction Manager* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Construction Manager*'s expense.

2.4.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents.* If the work is not in accordance with the requirements of the *Contract Documents*, the *Construction Manager* shall correct the work and pay the cost of examination and correction at the *Construction Manager*'s expense. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

GC 2.5 DEFECTIVE WORK

2.5.1 The *Construction Manager* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Construction Manager*. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the correction of defective work shall be at the *Construction Manager*'s expense.

2.5.2 The *Construction Manager* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the correction of destroyed or damaged work shall be at the *Construction Manager*'s expense.

2.5.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Construction Manager* the difference in value between the work as performed and that called for by the *Contract Documents.* If the *Owner* and the *Construction Manager* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 PERFORMANCE OF THE SERVICES AND EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

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

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GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of other contractors and *Owner*'s own forces with 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 *Construction Manager* as it affects 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.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Construction Manager* 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 *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner*'s own forces, the *Construction Manager* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner*'s own forces as specified in the *Contract Documents*.

3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

3.2.6 Disputes and other matters in question between the *Construction Manager* and other contractors shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Construction Manager* shall be deemed to have consented to arbitration of any dispute with any contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

3.3.1 The *Construction Manager* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.

3.3.2 The *Construction Manager* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraph 3.3.1 and paragraph 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Construction Manager* shall not be held responsible for that part of the design or the specified method of construction. The *Construction Manager* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

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GC 3.4 REVIEW OF DRAWINGS, SPECIFICATIONS AND MATERIAL AND FINISH SCHEDULES

3.4.1 The *Construction Manager* shall review the *Drawings, Specifications* and material and finish schedules and shall report promptly to the *Consultant* any error, inconsistency or omission the *Construction Manager* may discover. If the *Construction Manager* does discover any error, inconsistency or omission in the *Drawings, Specifications* and material and finish schedules, the *Construction Manager* shall not proceed with the work affected until the *Construction Manager* has received corrected or missing information from the *Consultant*.

3.4.2 The review of *Drawings*, *Specifications* and material and finish schedules under paragraph 3.4.1 shall be to the best of the *Construction Manager*'s knowledge, information and belief. In making such review the *Construction Manager* assumes no responsibility for the accuracy of the review. The *Construction Manager* shall not be liable for any damage or costs resulting from errors, inconsistencies or omissions, which the *Construction Manager* did not discover.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Construction Manager* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the construction schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the construction schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES.

GC 3.6 SUPERVISION

3.6.1 The *Construction Manager* 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 *Construction Manager* may appoint a new representative for a valid reason and to whom the *Owner* makes no reasonable objection.

3.6.2 The appointed representative shall represent the *Construction Manager* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Construction Manager*'s appointed representative shall be deemed to have been received by the *Construction Manager*, except with respect to Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

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

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Construction Manager*.

3.7.2 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers*, submit to the *Owner* all bids received for the various parts of the *Work* to be subcontracted and obtain the *Owner*'s acceptance of the *Subcontractors* and *Suppliers* selected.

3.7.3 The *Construction Manager* shall cause to be obtained contract security from *Subcontractors* to the extent and for the amounts approved by the *Owner*.

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

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

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GC 3.8 LABOUR AND PRODUCTS

3.8.1 The *Construction Manager* shall maintain good order and discipline among the *Construction Manager*'s employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

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 those specified and their use acceptable to the *Consultant*.

GC 3.9 DOCUMENTS AT THE SITE

3.9.1 The *Construction Manager* shall keep one copy of current *Construction Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

3.10.1 The *Construction Manager* shall provide *Shop Drawings* as required in the *Construction Documents*.

3.10.2 The *Construction Manager* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

3.10.3 Upon request of the *Construction Manager* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.10.4 The *Construction Manager* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.

3.10.5 *Shop Drawings* provided by the *Construction Manager* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Construction Manager* has reviewed each one of them.

3.10.6 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Construction Manager* for approval.

3.10.8 The *Construction Manager* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Construction Manager* represents by this review that:

.1 the *Construction Manager* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Construction Manager* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Construction Documents*.

3.10.9 At the time of providing *Shop Drawings*, the *Construction Manager* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Construction Documents.* The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.10.10 The *Consultant*'s review shall not relieve the *Construction Manager* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Construction Documents*.

3.10.11 The *Construction Manager* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Construction Documents,* unless otherwise directed by the *Consultant*. The *Construction Manager* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

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

3.11.2 The *Construction Manager* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

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GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The *Construction Manager* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.

3.12.2 The *Construction Manager* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for poorly timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

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

GC 3.13 CLEANUP

3.13.1 The *Construction Manager* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.

3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Construction Manager* shall remove waste products and debris, other than that resulting from the work of the *Owner,* other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Construction Manager* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the *Construction Manager* shall remove any remaining products, tools, *Construction Equipment*, and *Temporary Work*, and waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCE

GC 4.1 CASH ALLOWANCES

4.1.1 Cash allowances may be stated in this *Contract* if the *Guaranteed Maximum Price* is stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS.

4.1.2 The *Price of the Work* includes the cash allowances, if any, stated in this *Contract*. The scope of work or costs included in such cash allowances shall be as described in this *Contract*.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where costs under any cash allowance exceed the amount of the allowance specified in this *Contract*, the *Construction Manager's Fee* for the *Work* and the *Guaranteed Maximum Price* shall be adjusted by *Change Order* to compensate the *Construction Manager* for any excess incurred and substantiated. Where costs under any cash allowance are less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Construction Manager*'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 *Construction Manager*'s overhead and profit in connection with such cash allowances is eligible to be included in progress payments on account of the *Construction Manager's Fee* for the *Work*.

4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments on account of the *Cost of the Work*.

4.1.7 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

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PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Construction Manager*, before signing the *Contract,* and promptly from time to time thereafter, furnish to the *Construction Manager* 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 *Construction Manager 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 ACCOUNTING AND AUDIT

5.2.1 The *Construction Manager* shall keep full and detailed accounts and records necessary for the documentation of the *Cost of the Work*.

5.2.2 For 60 calendar days after the application for final payment or for such other period specified in the *Contract*, the *Owner* shall be afforded reasonable access to all of the *Construction Manager*'s books, records, correspondence, instructions, drawings, receipt vouchers, *Subcontractor* and *Supplier* invoices, and memoranda relating to the *Cost of the Work,* and for this purpose the *Construction Manager* shall preserve all such records.

GC 5.3 PROGRESS PAYMENT FOR THE SERVICES

5.3.1 The *Owner* shall make payment for the *Construction Manager's Fee* for the *Services* as described in paragraph of 5.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE and on account of the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES no later than 20 calendar days after receipt of an application for payment for the *Services* submitted by the *Construction Manager*.

5.3.2 The application for payment for the reimbursable expenses for the *Services* shall include items of cost as defined in Schedule A2 to the Agreement – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1 and other support documents required by the *Owner* in accordance with the *Contract Documents*.

GC 5.4 PROGRESS PAYMENT FOR THE WORK

5.4.1 Applications for payment on account as provided in Article A-9 of the Agreement – PAYMENT may be made monthly as the *Work* progresses.

5.4.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.4.3 The amount applied for shall be the cost of the *Work* performed and *Products* delivered to the *Place of the Work* or other locations designated by the *Owner* in accordance with the provisions of Article A-7 of the Agreement – COST OF THE WORK, as of the last day of the month or an alternative day of the month agreed in writing by the parties plus the *Construction Manager's Fee* for the *Work* earned in accordance with the provisions of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE.

5.4.4 The application for payment for the *Work* shall include items of cost as defined in Article A-7 of the Agreement – COST OF THE WORK and other support documents required by the *Owner* as in accordance with the *Contract Documents*.

5.4.5 When submitting the second and succeeding applications for payment, the *Construction Manager* shall furnish receipted vouchers or other satisfactory evidence of payment for all items included in the preceding applications. If the *Owner* has reasonable grounds for believing that any amount included in preceding applications has not been paid the *Owner* may withhold payment in respect of such amount from the current application until satisfactory evidence of payment is given by the *Construction Manager*.

5.4.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

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5.4.7 After receipt by the *Consultant* of an application for payment for the *Work* submitted by the *Construction Manager* in accordance with paragraphs 5.4.1 to 5.4.6:

.1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager*'s application for payment;

.2 the *Consultant* will issue to the *Owner* and copy to the *Construction Manager*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Construction Manager* in writing giving reasons for the amendment; and

.3 the *Owner* shall make payment to the *Construction Manager* on account as provided in Article A-9 of the Agreement – PAYMENT on or before 20 calendar days after the later of:

- receipt by the *Consultant* of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.

GC 5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 When the *Construction Manager* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Construction Manager* shall, within 1 *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Construction Manager* to complete the *Contract*.

5.5.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Construction Manager*'s list and application:

.1 advise the *Construction Manager* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Construction Manager*.

5.5.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work* or a designated portion of the *Work*, the *Construction Manager*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.6.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Construction Manager* shall:

.1 submit an application for payment of the holdback amount,

.2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Construction Manager* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.6.2 After the receipt of an application for payment from the *Construction Manager* and the statement as provided in paragraph 5.6.1, the *Consultant* will issue a certificate for payment of the holdback amount.

5.6.3 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 *Construction Manager*.

5.6.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first 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 *Construction Manager* which are enforceable against the *Owner*.

5.6.5 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 *Construction Manager* which are enforceable against the *Owner*.

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GC 5.7 PROGRESSIVE RELEASE OF HOLDBACK FOR THE WORK

5.7.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Construction Manager*, the *Consultant* 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 *Construction Manager* 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 *Construction Manager* which are enforceable against the *Owner*.

5.7.2 In the Province of Quebec, where, upon application by the *Construction Manager*, the *Consultant* 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 *Construction Manager* 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 *Consultant*. 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 *Construction Manager* which are enforceable against the *Owner*.

5.7.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Construction Manager* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.8 FINAL PAYMENT FOR THE WORK

5.8.1 When the *Construction Manager* considers that the *Work* is completed, the *Construction Manager* shall submit an application for final payment.

5.8.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Construction Manager* for final payment, review the *Work* to verify the validity of the application and advise the *Construction Manager* in writing that the application is valid or give reasons why it is not valid.

5.8.3 When the *Consultant* finds the *Construction Manager's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.

5.8.4 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 *Construction Manager* as provided in Article A-9 of the Agreement – PAYMENT.

GC 5.9 WITHHOLDING OF PAYMENT FOR THE WORK

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

GC 5.10 NON-CONFORMING WORK

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

PART 6 CHANGES

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner,* through the *Consultant*, without invalidating the *Contract,* may make:

.1 changes in the *Work* consisting of additions, deletions, or other revisions to the *Work* by *Change Order* or *Change Directive*, and

.2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

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6.1.2 The *Construction Manager* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

6.1.3 The *Owner* and the *Construction Manager*, without invalidating the Contract, may agree to make changes to the *Services*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Construction Manager* with a written description of the proposed change in the *Work*. The *Construction Manager* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Construction Manager's Fee*, a method of adjustment or an amount of adjustment for the *Guaranteed Maximum Price*, and the adjustment in the *Contract Time*, as applicable, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Construction Manager* agree to the adjustments in the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in applications for progress payment.

6.2.3 When the *Owner* and *Construction Manager* agree to exercise the stipulated price option at any time during the term of the *Contract*, such agreement shall be recorded in a *Change Order*.

GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Construction Manager* to proceed with a change in the *Work* prior to the *Owner* and the *Construction Manager* agreeing upon any corresponding adjustment in the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, the *Owner,* through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Construction Manager* shall proceed promptly with the change in the *Work*.

6.3.5 If no method of adjustment is agreed:

.1 the adjustment in the *Construction Manager's Fee* for a change carried out by way of a *Change Directive* shall be determined on the basis of the changes in costs of the *Construction Manager*; and

.2 the *Guaranteed Maximum Price* shall be adjusted by the changes in the *Cost of Work* and in the *Construction Manager's Fee* for the *Work* resulting from a *Change Directive*.

6.3.6 Pending determination of the adjustment to the *Construction Manager's Fee* required as a result of a *Change Directive*, the *Cost of the Work* incurred and the undisputed amount of the *Construction Manager's Fee* as the result of a *Change Directive* is eligible to be included in progress payments, notwithstanding the limit imposed by the *Guaranteed Maximum Price*.

6.3.7 If the *Owner* and the *Construction Manager* do not agree on the proposed adjustment in the *Construction Manager's Fee*, the *Guaranteed Maximum Price*, the *Contract Time*, or in the method of determining them, the adjustment shall be referred to the *Consultant* for a finding.

6.3.8 When the *Owner* and the *Construction Manager* reach agreement on the adjustment to the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and 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 *Construction Manager* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* 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.

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6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would justify an increase or decrease in the *Construction Manager's Fee* for the *Work*, the *Guaranteed Maximum Price* or the *Contract Time*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Construction Manager's Fee* for the *Work*, the *Guaranteed Maximum Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Construction Manager* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Construction Manager* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.

6.5.2 If the *Construction Manager* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or any person employed or engaged by the *Construction Manager* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.

6.5.3 If the *Construction Manager* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Construction Manager* is a member or to which the *Construction Manager* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

.4 any cause beyond the *Construction Manager*'s control other than one resulting from a default or breach of *Contract* by the *Construction Manager*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Construction Manager* agrees to a shorter extension. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for overhead costs incurred by the *Construction Manager* as the result of such delay.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of the delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.3.13 of GC 2.3 – CONSULTANT'S RESPONSIBILITIES or paragraph 3.5.1 of GC 3.5 – CONSTRUCTION SCHEDULE, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONSTRUCTION MANAGER'S FEE FOR THE SERVICES, THE PRICE OF THE WORK OR THE GUARANTEED MAXIMUM PRICE

6.6.1 If the *Construction Manager* intends to make a claim for an increase to the *Construction Manager's Fee* for the *Services*, the *Price of the Work* or the *Guaranteed Maximum Price*, or if the *Owner* intends to make a claim against the *Construction Manager* for a credit to the *Construction Manager's Fee* for the *Services*, the *Price of the Work* or the *Guaranteed Maximum Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and, if the claim relates to the *Price of the Work* or the *Guaranteed Maximum Price*, with a copy to the *Consultant*.

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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 such intervals as the party receiving the claim may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 If the claim is not acceptable to the other party, it shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the *Construction Manager* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Construction Manager*'s insolvency, or if a receiver is appointed because of the *Construction Manager*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Construction Manager*'s right to continue with the *Work* by giving the *Construction Manager* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Construction Manager* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract Documents* to a substantial degree, and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager*'s contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner*'s instructions if the *Construction Manager*:
.1 commences the correction of the default within the specified time, 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.

7.1.4 If the *Construction Manager* 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 *Construction Manager* provided the *Consultant* has certified such cost to the *Owner* and the *Construction Manager*, or
.2 terminate the *Construction Manager*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Construction Manager*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall:
.1 be entitled to take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
.2 pay the *Construction Manager* upon the *Consultant*'s certificate and in accordance with Part 5 of the General Conditions – PAYMENT for the costs properly incurred by the *Construction Manager* to that time plus the proportionate amount of the fee as provided in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE, and
.3 pay to the *Construction Manager* fair compensation, either by purchase or rental, at the option of the *Owner*, for any *Construction Equipment* retained for use in the *Work*, and
.4 assume and become liable for all obligations, commitments and unliquidated claims as certified by the *Consultant* that the *Construction Manager* may have heretofore, in good faith, undertaken or incurred in connection with the *Work*, other than such as are properly payable by the *Construction Manager* because of neglect or default.

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7.1.6 If the *Owner* terminates the *Construction Manager*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Construction Manager* shall, as a condition of receiving the payments, execute and deliver such papers and take such action, including the legal assignment in the *Construction Manager*'s contractual rights, as the *Owner* may require for the purpose of fully vesting in the *Construction Manager* the rights and benefits of the *Construction Manager* under the obligations or commitments to be assumed by the *Owner*.

7.1.7 The *Construction Manager*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Construction Manager* up to the time of termination shall continue in force after such termination of the *Contract*.

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

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or of anyone directly or indirectly employed or engaged by the *Construction Manager*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Construction Manager* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:

.1 the *Owner* fails to furnish, when so requested by the *Construction Manager*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract,* or

.2 the *Consultant* fails to issue a certificate as provided in GC 5.4 – PROGRESS PAYMENT FOR THE WORK, or

.3 the *Owner* fails to pay the *Construction Manager*, or

.4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Construction Manager* that sufficient cause exists.

7.2.4 The *Construction Manager*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following receipt of the *Notice in Writing*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Construction Manager* terminates the *Contract* under the conditions set out above, the *Construction Manager* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Construction Manager* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.3 – CONSULTANT'S RESPONSIBILITIES, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

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8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Construction Manager* costs incurred by the *Construction Manager* in carrying out such instructions which the *Construction Manager* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a *Project* Mediator

.1 within 20 *Working Days* after the *Contract* was awarded, or

.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the *Project* Mediator be appointed.

8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.3 – CONSULTANT'S RESPONSIBILITIES and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 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*, the *Construction Manager* and the *Consultant*.

8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

8.2.8 If neither party, by *Notice in Writing* given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be

.1 held in abeyance until

(1) Substantial Performance of the *Work*,

(2) the *Contract* has been terminated, or

(3) the *Construction Manager* has abandoned the *Work*,

whichever is earlier, and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

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GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 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 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Construction Manager* 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 *Construction Manager*'s operations under this *Contract,* and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner,* the *Consultant*, other contractors, or their respective agents and employees.

9.1.2 Before commencing any work, the *Construction Manager* shall locate on site all underground utilities and structures that are indicated in the *Contract Documents* or information provided by the *Owner*, or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Construction Manager* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Construction Manager* shall be responsible for making good such damage at the *Construction Manager*'s expense.

9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Construction Manager* is not responsible, as provided in paragraph 9.1.1, the *Construction Manager* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation, 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 *Construction Manager* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Construction Manager* 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 *Construction Manager* 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 *Construction Manager* commencing the *Work*.

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9.2.5 If the *Construction Manager*

.1 encounters toxic or hazardous substances at the *Place of the Work*, or

.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,

which were not brought to the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* 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 *Construction Manager* shall

.3 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 applicable legislation at the *Place of the Work*, and

.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

9.2.6 If the *Owner* and *Construction Manager* do not agree on the existence or significance of toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Construction Manager*.

9.2.7 If the *Owner* and *Construction Manager* 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 *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;

.2 adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for overhead costs incurred by the *Construction Manager* in taking the steps pursuant to paragraph 9.2.5;

.3 extend the *Contract* Time for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.2.6 and adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for costs incurred by the *Construction Manager* as a result of the delay; and

.4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.

9.2.8 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Construction Manager* shall promptly at the *Construction Manager'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 substance;

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and

.4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place* of the *Work* shall, as between the *Owner* and the *Construction Manager*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Construction Manager* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would change the *Construction Manager's Fee*, the *Guaranteed Maximum Price* or the *Construction Manager*'s time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

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GC 9.4 CONSTRUCTION SAFETY

9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Construction Manager* shall be responsible 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 *Construction Manager* 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;

.2 the *Construction Manager* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and

.3 if the *Owner* and *Construction Manager* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Construction Manager*.

9.5.2 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Construction Manager*'s operations under the *Contract*, the *Construction Manager* shall promptly, at the *Construction Manager*'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 9.5.1.3, and

.4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.

9.5.3 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Construction Manager*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould;

.2 adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for overhead costs incurred by the *Construction Manager* in taking the steps pursuant to paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.5.1.3 and adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for costs incurred by the *Construction Manager* as a result of the delay; and

.4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

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PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Construction Manager* shall pay all customs, taxes and duties in effect during the performance of the *Work*. The amount incurred shall be included in the *Cost of the Work* as in accordance with paragraph 7.1.14 of the Agreement A-7 – COST OF THE WORK.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Construction Manager*.

10.2.3 The *Construction Manager* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Cost of the Work* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

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

10.2.5 The *Construction Manager* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Construction Manager* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations or codes; the *Construction Manager* 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.

GC 10.3 PATENT FEES

10.3.1 The *Construction Manager* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The amount incurred shall be included in the *Cost of the Work* in accordance with paragraph 7.1.12 of the Agreement A-7 – COST OF THE WORK. The *Construction Manager* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the *Construction Manager*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Construction Manager* or anyone for whose acts the *Construction Manager* may be liable.

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

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, again with the *Construction Manager*'s application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Construction Manager*'s application for final payment, the *Construction Manager* 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 *Construction Manager* shall provide such evidence of compliance by the *Construction Manager* and *Subcontractors*.

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PART 11 INSURANCE — CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 – INDEMNIFICATION, the *Construction Manager* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – INSURANCE REQUIREMENTS in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Construction Manager* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Construction Manager* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Services* until one year from the date of *Substantial Performance of the Work*. 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 following *Substantial Performance of the Work*.

.2 Automobile Liability Insurance from the date of commencement of the *Services* until one year after the date of *Substantial Performance of the Work*.

.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.

.4 "Broad form" property insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Substantial Performance of the Work*;

(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Construction Manager* as their respective interests may appear. In the event of loss or damage:

(1) the *Construction Manager* 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 *Construction Manager* 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 *Construction Manager* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Construction Manager*;

(2) the *Construction Manager* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Construction Manager* shall be entitled to receive from the payments made by the insurer the amount of the *Construction Manager*'s interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Construction Manager* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

11.1.2 Prior to commencement of the *Services* and upon the placement, renewal, amendment or extension of all or any part of the insurance, the *Construction Manager* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this *Contract*.

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11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Construction Manager* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Construction Manager* and the *Consultant*. The *Construction Manager* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Construction Manager*.

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 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Construction Manager*'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 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Construction Manager* by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

11.2.1 The *Construction Manager* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security required by this *Contract* as in accordance with paragraph 7.1.13 of the Agreement A-7 – COST OF THE WORK.

11.2.2 If this *Contract* requires surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of this *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.5.2.2 of GC 5.5 – 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*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the insurance limit in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Price of the Work* or $2,000,000, but in no event shall the sum be greater than $20,000,000.

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.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 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Construction Manager* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Construction Manager* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
.1 as described in GC 10.3 – PATENT FEES, and
.2 arising out of the *Construction Manager*'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*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:
.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;
.2 should either party be required as a result of its obligation to indemnify the other 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 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to 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 *Construction Manager* waives and releases the *Owner* from all claims which the *Construction Manager* has or reasonably ought to have knowledge of that could be advanced by the *Construction Manager* against the *Owner* arising from the *Construction Manager*'s involvement in the *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 *Construction Manager* 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 *Construction Manager* by third parties for which a right of indemnification may be asserted by the *Construction Manager* against the *Owner* pursuant to the provisions of this *Contract*;
.3 claims for which a right of indemnity could be asserted by the *Construction Manager* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
.4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.2 The *Construction Manager* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.3 Subject to any lien legislation applicable to 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 *Construction Manager* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Construction Manager* arising from the *Owner*'s involvement in the *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 *Construction Manager* 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*;

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.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 *Construction Manager* pursuant to the provisions of this *Contract*;
.3 claims for which a right of indemnity could be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 – INDEMNIFICATION;
.4 damages arising from the *Construction Manager*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
.5 claims arising pursuant to GC 12.3 – WARRANTY; and
.6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.4 The *Owner* waives and releases the *Construction Manager* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Construction Manager* 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 the Civil Code of Quebec, if the *Place of the Work* is the Province of Quebec.

12.2.5 The *Owner* waives and releases the *Construction Manager* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Construction Manager* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.6 "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following
.1 a clear and unequivocal statement of the intention to claim;
.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
.3 a statement of the estimated quantum of the claim.

12.2.7 The party giving "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 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.

12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 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 shall be received pursuant to paragraph 12.2.3.1 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*.

12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 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 shall be received pursuant to paragraph 12.2.1.1 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 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.7, the warranty period under this *Contract* is one year from the date of *Substantial Performance of the Work*.

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

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

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

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

12.3.6 The *Construction Manager* shall enforce the warranty obligations of the *Subcontractors* and *Suppliers* which shall include the following provisions:

.1 the *Subcontractor* or the *Supplier* shall correct promptly at its expense defects or deficiencies in the work which appear prior to and during the warranty periods specified in the *Contract Documents*; and .

.2 the *Subcontractor* or the *Supplier* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.7 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1 shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Construction Manager*'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.

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APPENDIX – STIPULATED PRICE OPTION

The *Owner* and the *Construction Manager* may agree to exercise the stipulated price option at any time during the term of the *Contract* as in accordance with Article A-8 of the Agreement – OPTIONS. Upon the issuance of the *Change Order* exercising the stipulated price option, the following Articles of the Agreement, Definitions and General Conditions shall be deemed deleted, amended or added, as the case may be, and the *Contract* so revised shall be deemed to govern the rights and obligations of the parties with respect to the *Services* and *Work* to be provided from and after the date of the *Change Order*, unless stipulated otherwise in the *Change Order*.

ARTICLES OF THE AGREEMENT

1. **Article A-1**
New paragraph 1.4
insert new paragraph as follows:
1.4 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 _____.

2. **Article A-5**
Delete this Article in its entirety.

3. **Article A-6**
Delete this Article in its entirety.

4. **Article A-7**
Delete this Article and replace with the following:
ARTICLE A-7 COST OF WORK

7.1 The cost of performing the work attributable to any *Change Directive* shall include:

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Construction Manager* under a salary or wage schedule agreed upon by the *Owner* and the *Construction Manager*, 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 *Construction Manager*, for personnel
(1) stationed at the *Place of the Work*, 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 and coordination drawings; or
(4) engaged in the processing of changes 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 *Construction Manager* and included in the cost of the *Work* as provided in paragraph 7.1.1;

.3 travel and subsistence expenses of the *Construction Manager*'s personnel described in paragraph 7.1.1;

.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 *Construction Manager*;

.6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Construction Manager* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 the *Construction Manager*'s field office;

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.8 deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*;

.9 the amount of all subcontracts;

.10 quality assurance such as independent inspection and testing services;

.11 charges levied by authorities having jurisdiction at the *Place of the Work*;

.12 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Construction Manager*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;

.13 any adjustment in premiums for all contract securities and insurance that the *Construction Manager* is required, by the *Contract Documents*, to purchase and maintain;

.14 any adjustment in taxes, other than *Value Added Taxes*, and duties relating to the *Work* for which the *Construction Manager* is liable;

.15 charges for long distance communications, courier services, expressage, printing, and reproduction incurred in relation to the performance of the *Work*;

.16 removal and disposal of waste products and debris;

.17 the cost of safety measures and requirements;

.18 other costs incurred in the performance of the *Work* as listed below:

6. **Article A-8**
Delete this Article and replace with the following:
ARTICLE A-8 CONTRACT PRICE

8.1 The *Contract Price*, which excludes *Value Added Taxes*, is:
_____ /100 dollars $ _____

8.2 *Value Added Taxes* (of _____ %) payable by the *Owner* to the *Construction Manager* are:
_____ /100 dollars $ _____

8.3 Total amount payable by the *Owner* to the *Construction Manager* for the construction of the *Work* is:
_____ /100 dollars $ _____

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

8.5 All amounts are in Canadian funds.

7. **Article A-9**
paragraph 9.1
Delete and replace with the following:
9.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Work*. The *Owner* shall pay the *Construction Manager*:

.1 payments on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments,

.2 upon *Substantial Performance of the Work*, 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, the unpaid balance of the *Construction Manager's Fee* for the *Services* and the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

8. **Schedule, A1**
Delete this Schedule in its entirety.

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9. **Schedule A2**
Delete this Schedule in its entirety.

10. **Schedule B**
Delete this Schedule in its entirety.

DEFINITIONS

11. **Definition 5 – CHANGE DIRECTIVE**
Delete and replace with the following:
5. Change Directive
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Construction Manager* to proceed with a change in the *Work* within the general scope of this *Contract* prior to the *Owner* and the *Construction Manager* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

12. **Definition 6 – CHANGE ORDER**
Delete and replace with the following:
6. Change Order
A *Change Order* is a written amendment to this *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Construction Manager* stating their agreement upon:
- a change in the *Services*;
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

13. **Definition 32 – SUPPLEMENTAL INSTRUCTION**
Delete and replace with the following:
Supplemental Instruction
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents*, as required for the performance of the *Work*.

14. **New Definition 38 – CONTRACT PRICE**
Insert new Definition as follows:
Contract Price
The *Contract Price*, which excludes *Value Added Taxes*, is the amount specified in Article A-8 – CONTRACT PRICE to complete the *Services* and the *Work*.

GENERAL CONDITIONS

15. GC 2.3
Delete and replace with the following:
2.3.1 The *Consultant* will provide administration of the *Work* as described in the *Contract Documents*.

2.3.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.3.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Construction Manager*.

2.3.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager*'s applications for payment for the *Work* performed as provided in paragraph 5.4.7.1 of GC 5.4 – PROGRESS PAYMENT FOR THE WORK.

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2.3.5 Based on the *Consultant*'s observations and evaluation of the *Construction Manager*'s applications for payment for the *Work* performed, the *Consultant* will determine the amounts owing to the *Construction Manager* for the *Contract Price* and will issue certificates for payment as provided in Article A-9 of the Agreement – PAYMENT, GC 5.4 – PROGRESS PAYMENT FOR THE WORK and GC 5.8 – FINAL PAYMENT FOR THE WORK.

2.3.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Construction Manager*'s failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Construction Manager*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

2.3.7 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Work*.

2.3.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except with respect to the scope, fee and reimbursable expenses of the *Services*, shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.3.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Construction Manager*.

2.3.10 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.3.11 With respect to claims for a change in the *Contract Price*, the Consultant will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE

2.3.12 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Construction Manager*, *Subcontractor*, *Suppliers,* or their agents, employees, or other persons performing any of the *Work*.

2.3.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Construction Manager* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Construction Manager*.

2.3.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Construction Manager*'s submittals which are provided in accordance with the *Construction Documents*.

2.3.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

2.3.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK.

2.3.17 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.3.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Construction Manager* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

16. **GC 2.4**

Delete and replace with the following:

2.4.1 The *Construction Manager* shall provide the *Owner* and the *Consultant* access to the *Work* at all times. The *Construction Manager* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

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2.4.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Construction Manager* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Construction Manager* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.4.3 The *Construction Manager* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.4.4 If the *Construction Manager* 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 *Construction Manager* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Construction Manager*'s expense.

2.4.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Construction Manager* shall correct the work and pay the cost of examination and correction at the *Construction Manager*'s expense. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.4.6 The *Construction Manager* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Construction Manager* or is designated by the laws or ordinances applicable to the *Place of the Work*.

2.4.7 The *Construction Manager* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

17. **GC 2.5**

Delete and replace with the following:

2.5.1 The *Construction Manager* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Construction Manager*. The correction of defective work shall be at the *Construction Manager*'s expense.

2.5.2 The *Construction Manager* shall make good promptly other contractors' work destroyed or damaged by such removals or replacements. The correction of destroyed or damaged work shall be at the *Construction Manager*'s expense.

2.5.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Construction Manager* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Construction Manager* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

18. **GC 3.7**

Delete and replace with the following:

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

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Construction Manager*.

3.7.2 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers*, submit to the *Owner* all bids received for the various parts of the *Work* to be subcontracted and obtain the *Owner*'s acceptance of the *Subcontractors* and *Suppliers* selected.

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3.7.3 The *Construction Manager* shall cause to be obtained contract security from *Subcontractors* to the extent and for the amounts approved by the *Owner*.

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

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

19. **GC 3.8**

Delete and replace with the following:

3.8.1 The *Construction Manager* shall maintain good order and discipline among the *Construction Manager*'s employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

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 those specified and their use acceptable to the *Consultant*.

3.8.3 The *Construction Manager* 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*.

20. **New GC 3.14 – SERVICES**

Insert new General Condition as follows:

GC 3.14 SERVICES

3.14.1 The *Construction Manager* shall:

.1 chair and minute regular *Project* meetings with the *Owner* and the *Consultant*,

.2 prepare and update the cash flow forecasts in accordance with the *Project* budget that are specified in the *Contract* or otherwise agreed with the *Owner*;

.3 provide reasonable assistance and information to permit recovery of all tax rebates where applicable, and

.4 assist the *Owner* in conducting post-construction occupancy review.

21. **GC 4.1**

Delete and replace with the following:

4.1.1 The *Contract Price*, and not the cash allowances, includes the *Construction Manager*'s overhead and profit in connection with such cash allowances.

4.1.2 The *Contract Price* includes the cash allowances, if any, stated in this *Contract*. The scope of work or costs included in such cash allowances shall be as described in this *Contract*.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where costs under any cash allowance exceed the amount of the allowance, the *Construction Manager* 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 costs under any cash allowance are less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Construction Manager*'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 its actual cost.

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 *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

22. **GC 5.2**

Delete and replace with the following:

5.2.1 The *Construction Manager* shall keep full and detailed accounts and records necessary for the documentation of and the cost of performing the work attributable to the *Change Directive*.

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5.2.2 For 60 calendar days after the application for final payment or for such other period specified in the *Contract*, the *Owner* shall be afforded reasonable access to all of the *Construction Manager*'s books, records, correspondence, instructions, drawings, receipt vouchers, *Subcontractor* and *Supplier* invoices, and memoranda relating to the cost of performing the work attributable to the *Change Directive,* and for this purpose the *Construction Manager* shall preserve all such records..

23. **GC 5.3**

Delete this General Condition in its entirety.

24. **GC 5.4**

Delete and replace with the following:

5.4.1 Applications for payment on account as provided in Article A-9 of the Agreement – PAYMENT may be made monthly as the *Work* progresses.

5.4.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.4.3 The amount claimed shall be for the value, proportionate to the *Contract Price*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period

5.4.4 The *Construction Manager* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment after exercising the stipulated price option, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.4.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.4.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

5.4.7 After receipt by the *Consultant* of an application for payment for the *Work* submitted by the *Construction Manager* in accordance with paragraphs 5.4.1 to 5.4.6:

.1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager*'s application for payment;

.2 the *Consultant* will issue to the *Owner* and copy to the *Construction Manager*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Construction Manager* in writing giving reasons for the amendment; and

.3 the *Owner* shall make payment to the *Construction Manager* on account as provided in Article A-9 of the Agreement – PAYMENT on or before 20 calendar days after the later of:

- receipt by the *Consultant* of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.

5.4.8 The *Construction Manager* shall include a statement based on the schedule of values with each application for payment.

25. **GC 6.2**

Delete and replace with the following:

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Construction Manager* with a written description of the proposed change in the *Work*. The *Construction Manager* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price* and the adjustment in the *Contract Time*, as applicable, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Construction Manager* agree to the adjustments in the *Contract Price* and the *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in applications for progress payment

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26. **GC 6.3**

Delete and replace with the following:

6.3.1 If the *Owner* requires the *Construction Manager* to proceed with a change in the *Work* prior to the *Owner* and the *Construction Manager* agreeing upon any corresponding adjustment in the *Contract Price* and the *Contract Time*, the *Owner,* through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Construction Manager* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Construction Manager*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with Article A-7 of the Agreement – COST OF WORK and as follows:

.1 If the change results in a net increase in the *Construction Manager*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Construction Manager*'s cost, plus the *Construction Manager*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Construction Manager*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Construction Manager*'s cost, without adjustment for the *Construction Manager*'s percentage fee.

3 The *Construction Manager*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 If the *Owner* and the *Construction Manager* do not agree on the proposed adjustment in the *Contract Price*, the *Contract Time*, or in the method of determining them, the adjustment shall be referred to the *Consultant* for a finding.

6.3.8 When the *Owner* and the *Construction Manager* reach agreement on the adjustment to the *Contract Price* and the *Contract Time*, this agreement shall be recorded in a *Change Order*.

6.3.9 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is eligible to be included in progress payments.

27. **GC 6.4**

Delete and replace with the following:

6.4.1 If the *Owner* or the *Construction Manager* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* 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 *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would justify an increase or decrease in the *Contract Price* or the *Contract Time*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Construction Manager* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

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28. **GC 6.5**

Delete and replace with the following:

6.5.1 If the *Construction Manager* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Contract Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.

6.5.2 If the *Construction Manager* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or any person employed or engaged by the *Construction Manager* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Contract Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.

6.5.3 If the *Construction Manager* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Construction Manager* is a member or to which the *Construction Manager* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

.4 any cause beyond the *Construction Manager*'s control other than one resulting from a default or breach of *Contract* by the *Construction Manager*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Construction Manager* agrees to a shorter extension. The *Construction Manager* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of the delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.3.13 of GC 2.3 – CONSULTANT'S RESPONSIBILITIES or paragraph 3.5.1 of GC 3.5 – CONSTRUCTION SCHEDULE, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

29. **GC 6.6**

Delete and replace with the following:

GC 6.6. CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Construction Manager* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Construction Manager* 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 with a copy to the *Consultant*.

30. **GC 7.1**

Delete and replace with the following:

7.1.1 If the *Construction Manager* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Construction Manager*'s insolvency, or if a receiver is appointed because of the *Construction Manager*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Construction Manager*'s right to continue with the *Work*, by giving the *Construction Manager* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

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7.1.2 If the *Construction Manager* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract Documents* to a substantial degree**,** and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager*'s contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner*'s instructions if the *Construction Manager*:

.1 commences the correction of the default within the specified time, 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.

7.1.4 If the *Construction Manager* 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 *Construction Manager* provided the *Consultant* has certified such cost to the *Owner* and the *Construction Manager*, or

.2 terminate the *Construction Manager*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Construction Manager*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:

.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and

.2 withhold further payment to the *Construction Manager* until a final certificate for payment is issued, and

.3 charge the *Construction Manager* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Construction Manager* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Price of the Work*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Price of the Work*, the *Owner* shall pay the *Construction Manager* the difference, and

.4 on expiry of the warranty period, charge the *Construction Manager* the amount by which the cost of corrections to the *Construction Manager*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Construction Manager* the difference.

7.1.6 The *Construction Manager*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Construction Manager* up to the time of termination shall continue in force after such termination of the *Contract*.

31. **GC 9.1**

Delete and replace with the following:

9.1.1 The *Construction Manager* 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 *Construction Manager*'s operations under this *Contract,* and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner,* the *Consultant*, other contractors, or their respective agents and employees.

9.1.2 Before commencing any work, the *Construction Manager* shall locate on site all underground utilities and structures that are indicated in the *Contract Documents* or information provided by the *Owner*, or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Construction Manager* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Construction Manager* shall be responsible for making good such damage at the *Construction Manager*'s expense.

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9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Construction Manager* is not responsible, as provided in paragraph 9.1.1, the *Construction Manager* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and the *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.

32. **GC 9.2**

Delete and replace with the following:

9.2.1 For the purposes of applicable legislation, 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 *Construction Manager* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Construction Manager* 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 *Construction Manager* 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 *Construction Manager* commencing the *Work*.

9.2.5 If the *Construction Manager*

.1 encounters toxic or hazardous substances at the *Place of the Work*, or

.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,

which were not brought to the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* 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 *Construction Manager* shall

.3 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 applicable legislation at the *Place of the Work*, and

.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

9.2.6 If the *Owner* and *Construction Manager* do not agree on the existence or significance of toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Construction Manager*.

9.2.7 If the *Owner* and *Construction Manager* 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 *Construction Manager* or anyone for whom the *Construction Manager* 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 *Construction Manager* for the costs of all steps taken pursuant to paragraph 9.2.5;

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.2.6 and reimburse the *Construction Manager* for reasonable costs incurred as a result of the delay; and

.4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.

9.2.8 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Construction Manager* shall promptly at the *Construction Manager'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 substance;

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.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
.4 indemnify the Owner as required by GC 12.1 – INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

33. **GC 9.3**

Delete and replace with the following:

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 *Construction Manager*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Construction Manager* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items

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

34. **GC 9.5**

Delete and replace with the following:

9.5.1 If the *Construction Manager* 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;
.2 the *Construction Manager* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and
.3 if the *Owner* and *Construction Manager* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Construction Manager*.

9.5.2 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Construction Manager*'s operations under the *Contract*, the *Construction Manager* shall promptly, at the *Construction Manager*'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 9.5.1.3, and
.4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.

9.5.3 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Construction Manager*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
.1 take all reasonable and necessary steps to safely remediate or dispose of the mould;
.2 reimburse the *Construction Manager* for the cost of taking the steps under 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the Construction Manager and the expert referred to in paragraph 9.5.1.3 and reimburse the *Construction Manager* for reasonable costs incurred as a result of the delay; and
.4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.

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9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

35. **GC 10.1**

Delete and replace with the following:

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Construction Manager* as stipulated in Article A-8 of the Agreement – CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Construction Manager* due to changes in such included taxes and duties after exercising the stipulated price option shall increase or decrease the *Contract Price* accordingly.

36. **GC 10.2**

Delete and replace with the following:

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or which the *Contract Documents* specify as the responsibility of the *Construction Manager*.

10.2.3 The *Construction Manager* shall be responsible for the procurement of permits, licences, inspections and certificates which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections and certificates, and their procurement.

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

10.2.5 The *Construction Manager* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations or codes which require modification to the *Contract Documents*, the *Construction Manager* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations or codes; the *Construction Manager* 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.

37. **GC 10.3**

Delete and replace with the following:

10.3.1 The *Construction Manager* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Construction Manager* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Construction Manager* or anyone for whose acts the *Construction Manager* may be liable.

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

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38. **GC 11.2**

Delete and replace with the following:

11.2.1 The *Construction Manager* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security required by this *Contract*.

11.2.2 If this *Contract* requires surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of this *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

39. **GC 12.1**

Delete and replace with the following:

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to**,** their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.5.2.2 of GC 5.5 – 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*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the insurance limit for the loss so covered as prescribed in GC 11.1 – INSURANCE.

.2 In respect to losses suffered by the *Owner* and the *Construction Manager* 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* 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 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Construction Manager* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Construction Manager* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in GC 10.3 – PATENT FEES, and

.2 arising out of the *Construction Manager*'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*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:

.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;

.2 should either party be required as a result of its obligation to indemnify the other 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.

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40. **GC 12.3**

Delete and replace with the following:

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under this *Contract* is one year from the date of *Substantial Performance of the Work*.

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

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

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

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

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Construction Manager*'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.

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TAB 2

This is **Exhibit "2"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

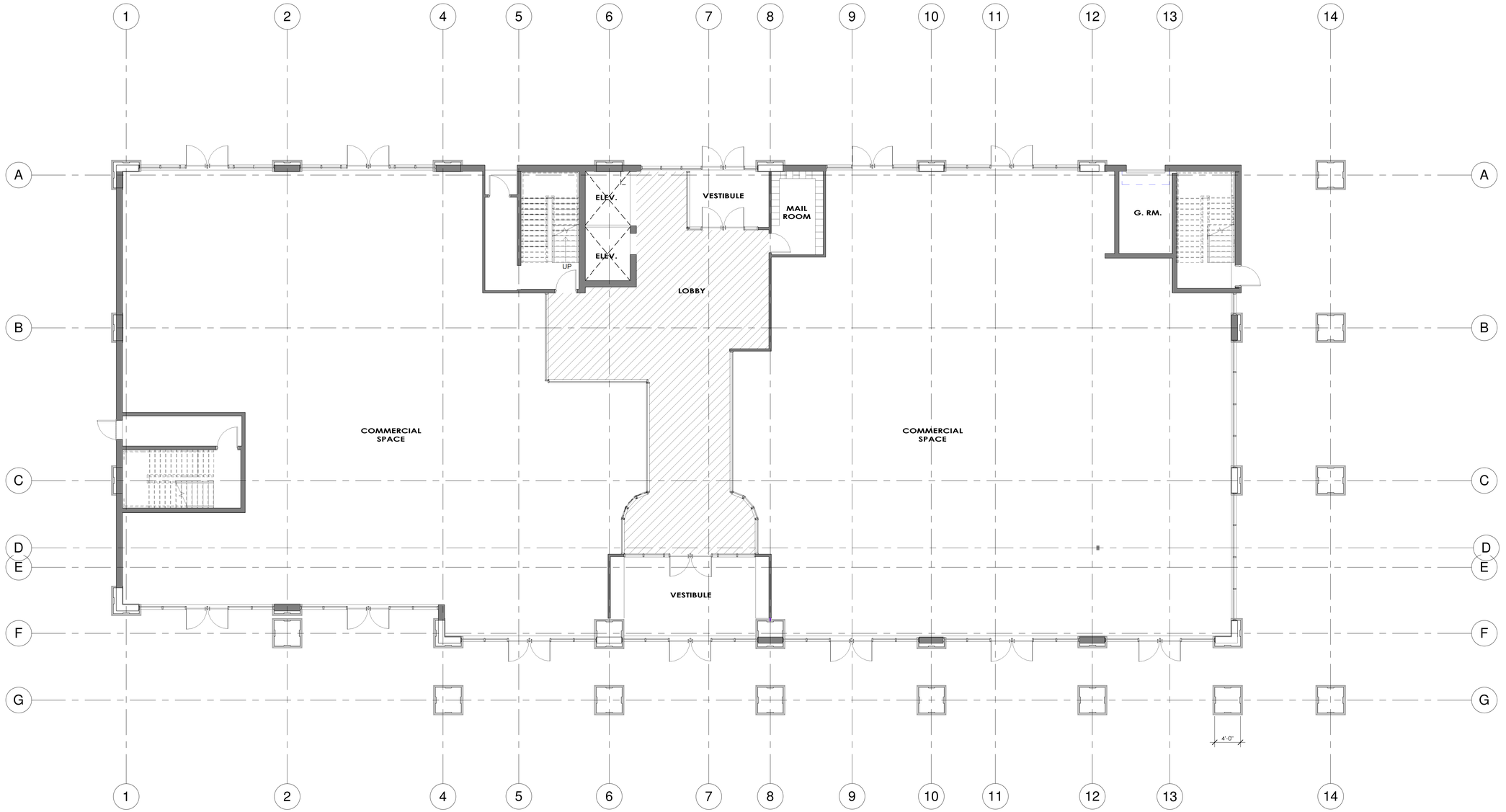
A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)



Proposed Ferry Street Perspective

ferry street and stanley avenue | niagara falls | ontario | proposed mixed use development

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FIRST FLOOR PLAN

1/8" = 1'-0"

GENERAL NOTES

All contractors and/or trades shall verify all dimensions, notes, site and report any discrepancies prior to commencement of the work. This drawing not to be scaled, all drawings, prints and related documents are the property of the architect and must be returned upon request. Reproduction of drawings and related documents in part or in whole is strictly forbidden without written consent. Drawings to be for the purpose for which they are issued.

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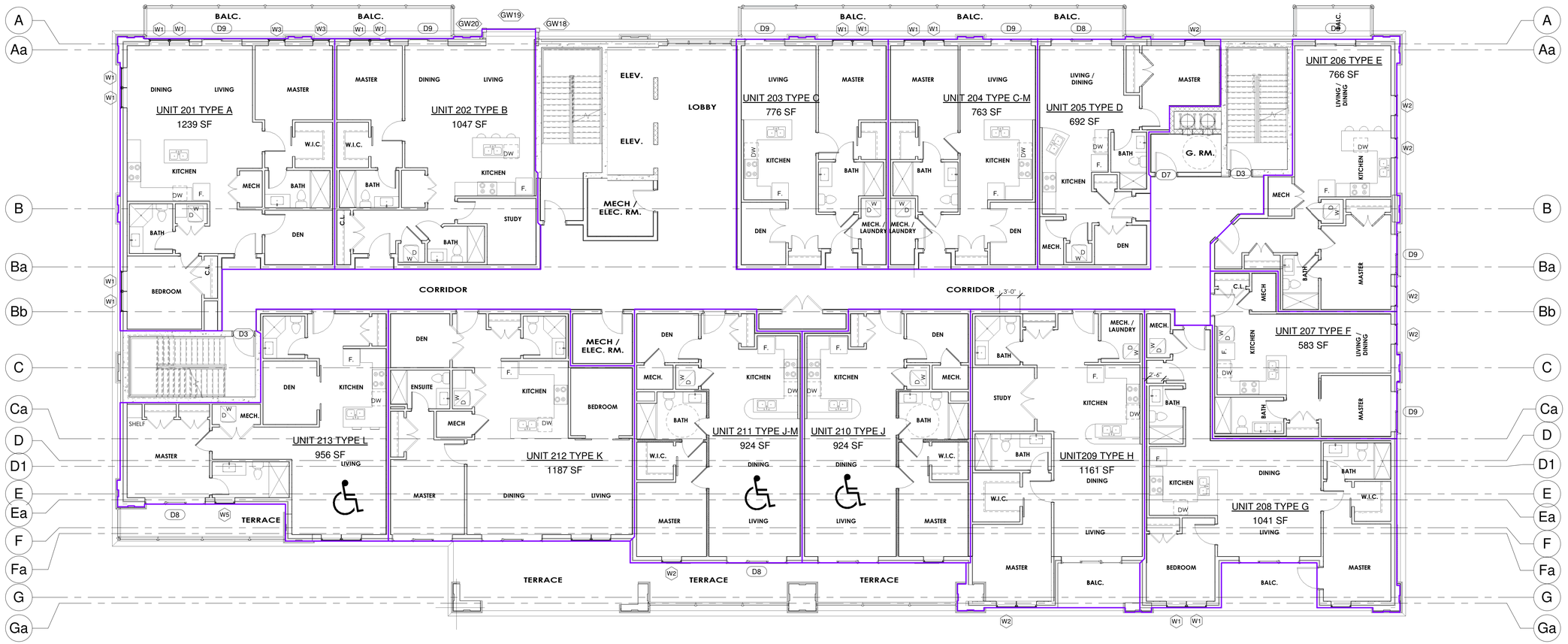
SHEET TITLE:

FIRST FLOOR PLAN

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH/RN
CHECKED BY:	MA
DATE:	JAN. 01 2016
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A2



FLOORS 2 - 5

1/8" = 1'-0"

2 - 1 BEDROOM
8 - 1 BEDROOM + DEN
1 - 2 BEDROOM
2 - 2 BEDROOM + DEN

13 (TOTAL UNITS PER FLOOR)

SEE GROUND FLOOR PLAN DWG A1.1 FOR TYPICAL CONSTRUCTION NOTES,FLOOR FINS,ETC.

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2	JAN 21 2019	REVISED SUITE LAYOUTS	CH

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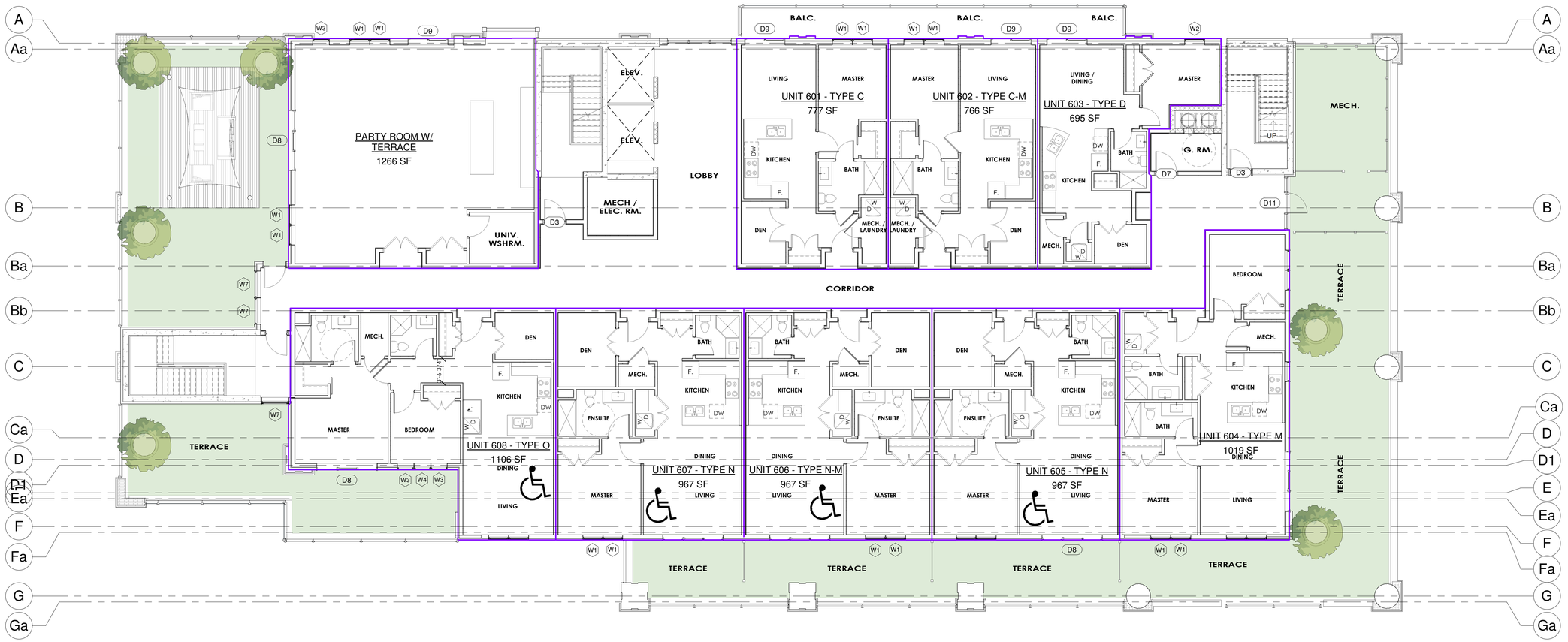
SHEET TITLE:

SECOND - FIFTH FLOOR

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH/PD
CHECKED BY:	MA
DATE:	JAN. 01 2016
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A1.2



SIXTH FLOOR PLAN

1/8" = 1'-0"

0 - 1 BEDROOM
6 - 1 BEDROOM + DEN
1 - 2 BEDROOM
1 - 2 BEDROOM + DEN

8 (TOTAL UNITS)

GENERAL NOTES

All contractors and/or trades shall verify all dimensions, notes, site and report any discrepancies prior to commencement of the work. This drawing not to be scaled, all drawings, prints and related documents are the property of the architect and must be returned upon request. Reproduction of drawings and related documents in part or in whole is strictly forbidden without written consent. Drawings to be for the purpose for which they are issued.

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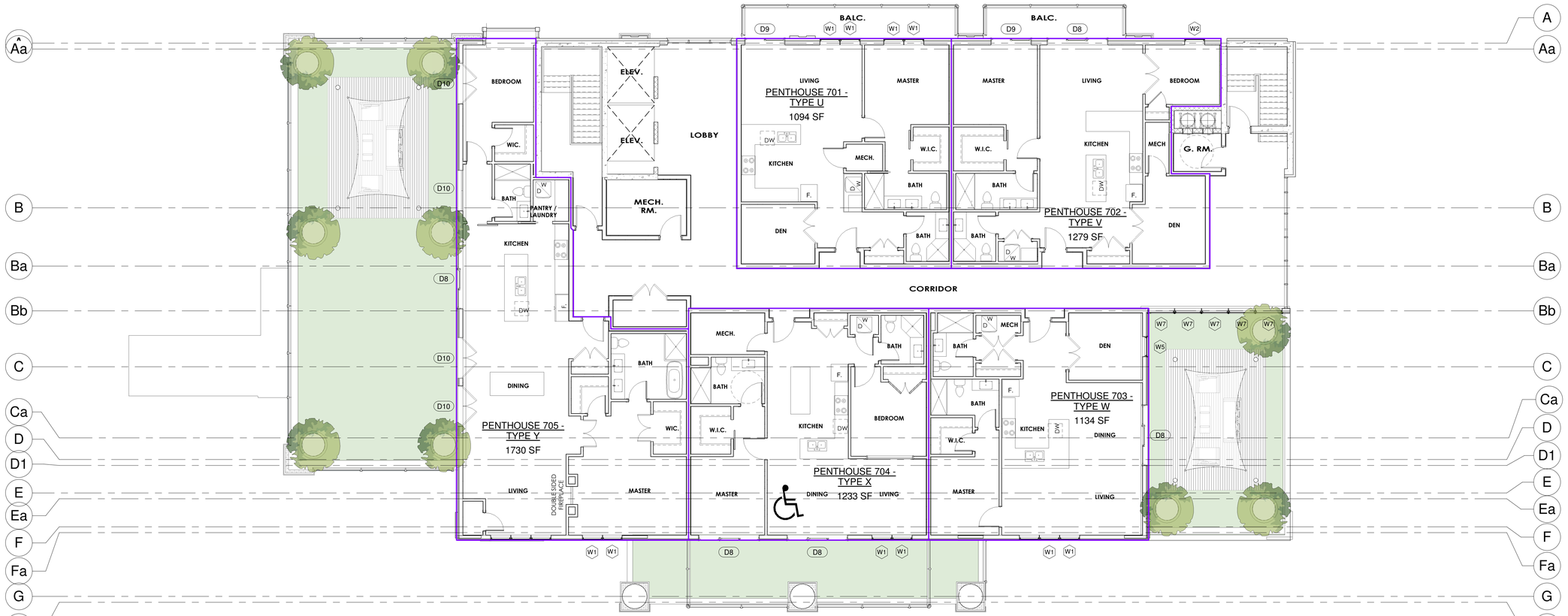
SHEET TITLE:

FLOOR PLAN -SIXTH FLOOR

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH/PD
CHECKED BY:	MA
DATE:	JAN. 01 2016
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A1.6



SEVENTH FLOOR PLAN

1/8" = 1'-0"

0 - 1 BEDROOM
2 - 1 BEDROOM + DEN
1 - 2 BEDROOM
2 - 2 BEDROOM + DEN

5 (TOTAL UNITS)

GENERAL NOTES

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2	JAN 21 2019	REVISED SUITE LAYOUTS	CH

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F 416.462.1954
toronto, ontario
m4a 1b3

SHEET TITLE:

FLOOR PLAN -SEVENTH FLOOR

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH/PD
CHECKED BY:	MA
DATE:	JAN. 01 2016
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A1.7



SECOND FLOOR PLAN

1/8" = 1'-0"

1 - BACHELOR/STUDIO APARTEMENT	560 - 580 SF
2 - 1 BEDROOM APARTEMENT	620 - 775 SF
2 - 1 BEDROOM APARTEMENT + DEN	775 - 840 SF
8 - 2 BEDROOM APARTEMENT	840 - 1020 SF

13 (TOTAL)

GENERAL NOTES

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NO.	DATE:	REVISION:	BY:
1	AUG. 23 2018	FOR CLIENT REVIEW	CH

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SHEET TITLE:

SECOND FLOOR PLAN

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH/RN
CHECKED BY:	MA
DATE:	JAN. 01 2016
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A3



FRONT (SOUTH) ELEVATION

1/8" = 1'-0"

GENERAL NOTES

NO.	DATE:	REVISION:	BY:
1	AUG. 23 2018	FOR CLIENT REVIEW	CH

COMMISSION:

FERRY & STANLEY
- BUILDING A

FERRY STREET & STANLEY AVENUE

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m4a 1b3

SHEET TITLE:

FRONT ELEVATION

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
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Issued for Construction:	
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DATE:	JAN. 01 2016
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A9



REAR (NORTH) ELEVATION

1/8" = 1'-0"

GENERAL NOTES

NO.	DATE:	REVISION:	BY:
1	AUG. 23 2018	FOR CLIENT REVIEW	CH

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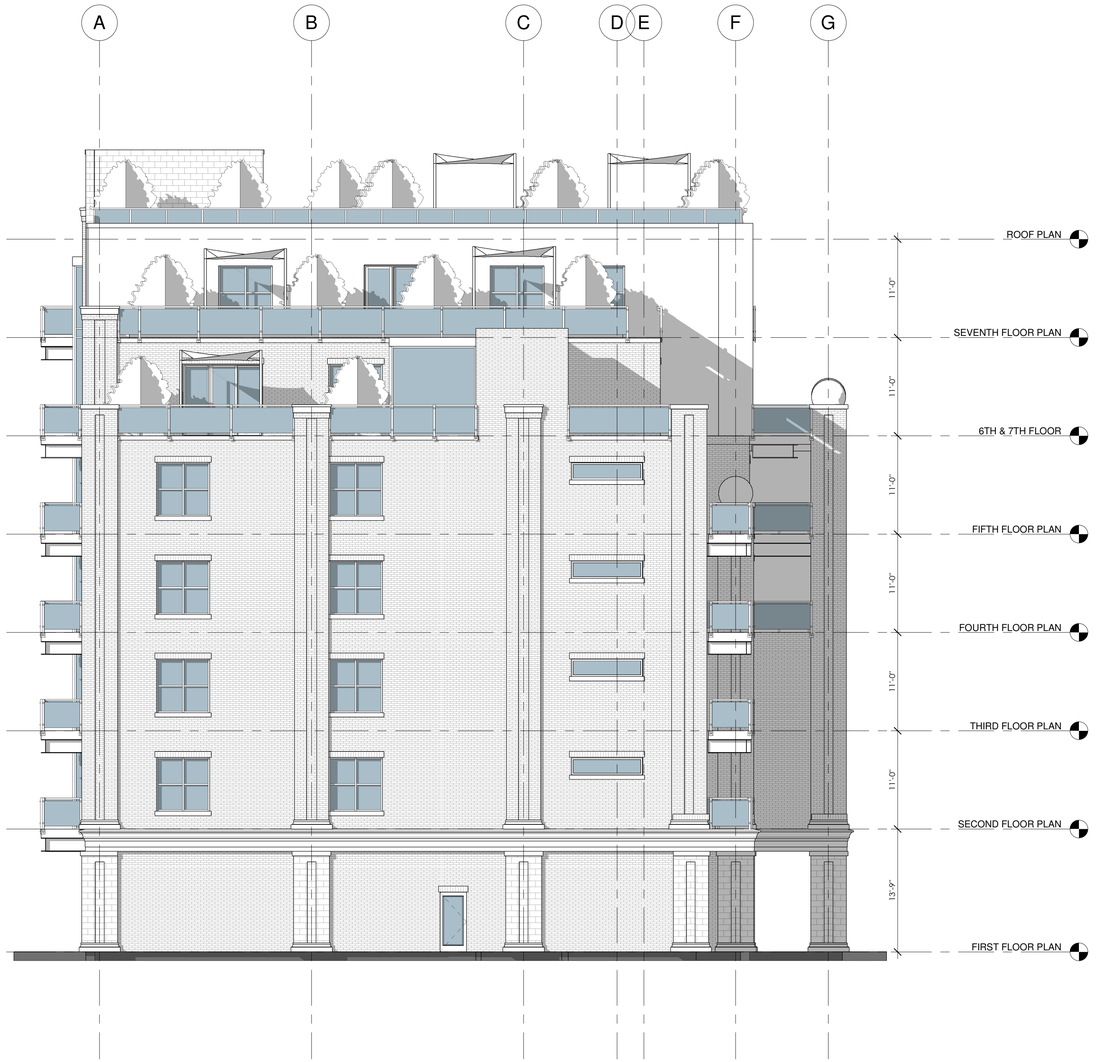
SHEET TITLE:

REAR ELEVATION

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH/RN
CHECKED BY:	MA
DATE:	JAN. 01 2016
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A10



LEFT ELEVATION

1/8" = 1'-0"

GENERAL NOTES

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NO.	DATE:	REVISION:	BY:
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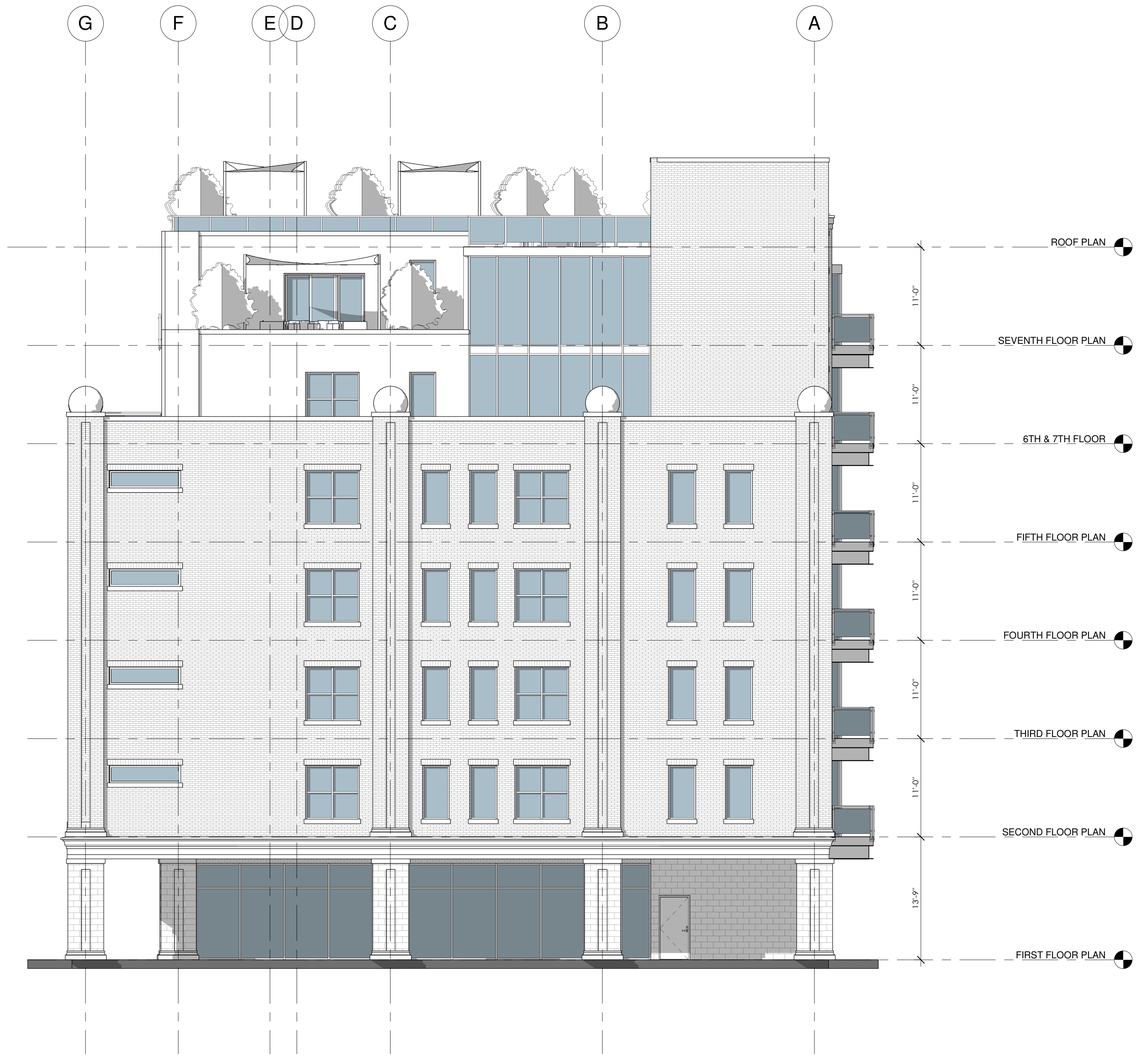
SHEET TITLE:

LEFT ELEVATION

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH/RN
CHECKED BY:	MA
DATE:	JAN. 01 2016
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A11



RIGHT ELEVATION

1/8" = 1'-0"

GENERAL NOTES

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NO.	DATE:	REVISION:	BY:
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toronto, ontario
m4a 1b3

SHEET TITLE:

RIGHT ELEVATION

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH/RN
CHECKED BY:	MA
DATE:	JAN. 01 2016
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A12

TAPESTRY HOTEL

FERRY ST. & STANLEY AVE.
NIAGARA FALLS

LIST OF DRAWINGS

CIVIL	
C1	Unnamed
LANDSCAPE	
L1	Unnamed
ARCHITECTURAL	
A000	COVER SHEET
A001	SITE PLAN
A001a	SITE DETAILS
A002	OBC MATRIX/WALL TYPES/NOTES/LEGEND
A003	FIRE SEPARATION - GROUND FLOOR PLAN
A004	FIRE SEPARATION - SECOND & TYPICAL FLOOR PLAN & BUILDING SECTION
A100	UNDERGROUND PARKING PLAN
A101	GROUND FLOOR PLAN
A102	SECOND FLOOR PLAN (AMENITY)
A103	THIRD & FIFTH FLOOR PLAN
A104	FOURTH & SIXTH FLOOR PLAN
A105	ROOF PLAN & DETAILS
A106	LOW ROOF PLAN & EOS PLAN
A107	EOS - GROUND FLOOR PLAN
A108	EOS - SECOND FLOOR PLAN
A109	EOS - TYPICAL FLOOR PLAN
A110	EOS - ROOF PLAN
A201	EXTERIOR ELEVATIONS I
A202	EXTERIOR ELEVATIONS II
A301	OVERALL BUILDING SECTION & SECTION DETAILS
A302	OVERALL BUILDING SECTION & SECTION DETAILS
A303	OVERALL BUILDING SECTION, WALL SECTIONS & SECTION DETAILS
A304	OVERALL BUILDING SECTION, WALL SECTIONS & SECTION DETAILS
A305	OVERALL BUILDING SECTION, WALL SECTIONS & SECTION DETAILS
A306	OVERALL BUILDING SECTION & WALL SECTIONS
A307	SECTION DETAIL AT CURTAIN WALLS
A308	PORTE COCHERE DETAILS
A401	ENLARGED GROUND FLOOR PLAN
A402	ENLARGED SECOND FLOOR PLAN
A403	PLAN DETAILS
A501	STAIR A PLANS & SECTIONS
A502	STAIR B PLANS
A503	STAIR A & B SECTIONS - STAIR DETAILS
A504	STAIR C PLANS & SECTION
A505	STAIR DETAILS
A601	WINDOW SCHEDULE
A602	TYPICAL WINDOW DETAILS
A603	DOOR SCHEDULE
A701	GUESTROOM LAYOUTS
A702	TYPICAL BARRIER FREE DETAILS
STRUCTURAL	
S	Unnamed
MECHANICAL	
M	Unnamed
ELECTRICAL	
E	Unnamed
INTERIOR DESIGN	
ID	Unnamed





INSPECTIONS AND SUBMITTALS

TESTING AND INSPECTION SCHEDULE

ITEM	REQ'D	NOTES
1	YES	OTHER
2	YES	OTHER
3		
4		
5		

THE ABOVE NOTED ITEMS REQUIRE TESTING OR INSPECTION BY A CERTIFIED INDEPENDENT TESTING OR INSPECTION AGENCY UNLESS NOTED OTHERWISE.
THE AGENCY SHALL SEND COPIES OF ALL TESTING AND INSPECTION REPORTS TO THE ARCHITECT FOR REVIEW.

SUBMITTAL SCHEDULE

ITEM	REQ'D	STAMP	NOTES
1	YES		OTHER
2	YES	YES	OTHER
3			
4			
5			

THE ABOVE ITEMS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW PRIOR TO PURCHASING OR FABRICATION.

KEY PLAN



LIST OF CONSULTANTS

ARCHITECT

Chamberlain Architects Constructors Managers

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4671 Palladium Way (Unit 1)
Burlington, Ontario. L7M 0W9

Phone: 905.631.7777
Contact: Krzysztof Olak x 251

CIVIL

HALLEX ENGINEERING LTD.
4999 Victoria Ave.
Niagara Falls, ON L2E 4C9

Phone: 905.357.4015
Contact: Jon Skinner x 234

LANDSCAPE

-

STRUCTURAL

Thornton Tomasetti
116 Spadina Ave, Suite 301
Toronto, ON M5V 2K6

Phone: 416.306.8107
Contact: Christopher Minerva

MECHANICAL & ELECTRICAL

JAIN Sustainability Consultants Inc.
7405 East Danbro Crescent, 2nd Floor
Mississauga, ON. L5N 6P8

Phone: 905.285.9900
Contact: Lucy Bandiera x266

Plumbing - Dijana Jasarevic x261
HVAC - Raheel Siddiqui x 26
Electrical - Laura Liu x266

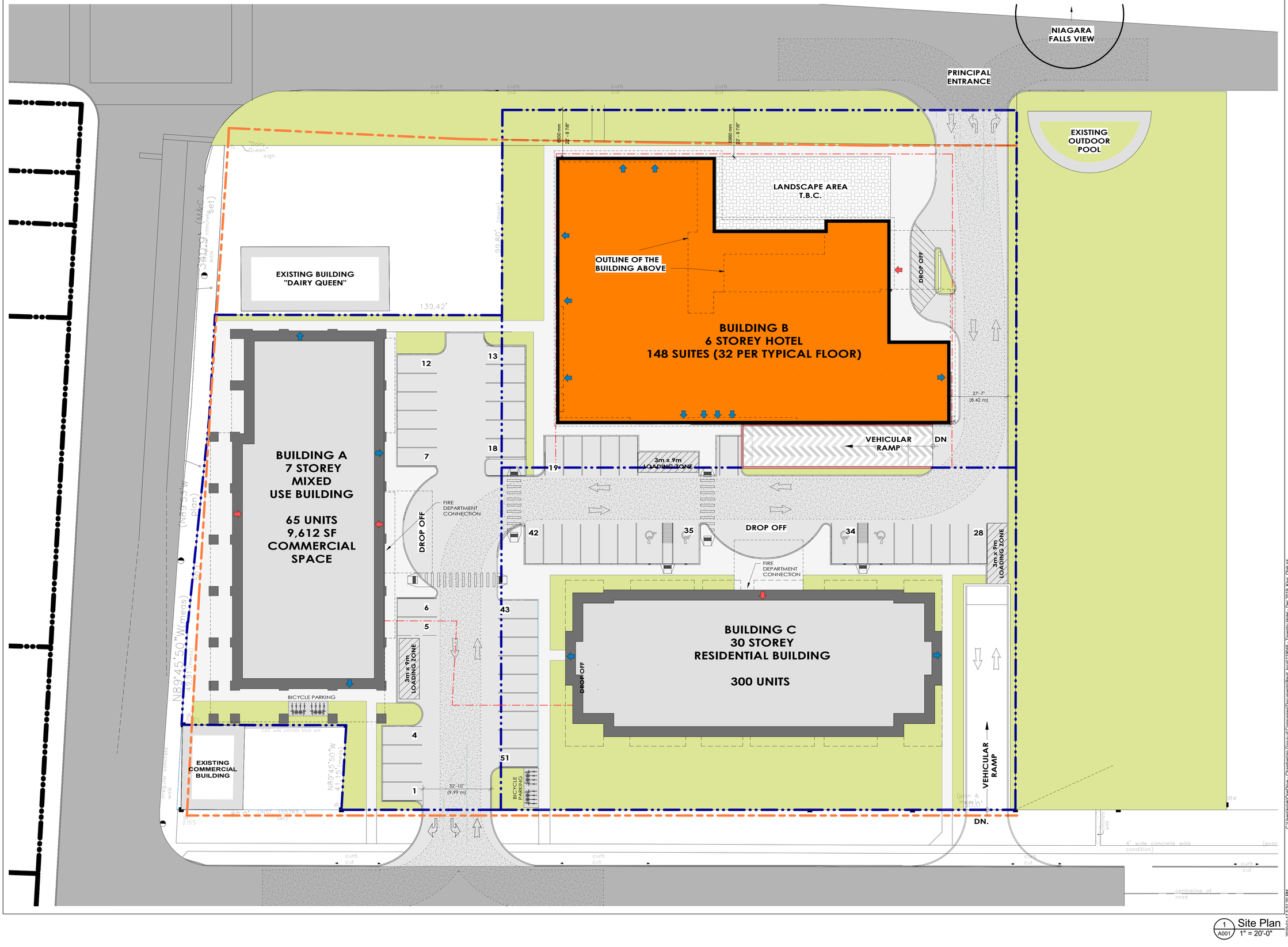
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2020-01-17 5:51:17 PM

PROJECT NO. 119046

TAPESTRY HOTEL
6 STOREY - 148 GUESTROOMS

DATE 2020.01.15

ISSUED FOR CONSULTANTS



1 A001 Site Plan
1" = 20'-0"

Chamberlain
Architects
Constructors
Managers

Chamberlain Architect Services Limited

4671 Palladium Way (Unit 1)
Burlington, Ontario. L7M 0W9
CANADA

Phone: 905.631.7777

www.chamberlainIPD.com

NO.	ISSUED	DATE
1	CLIENT REVIEW	2019.08.28
2	CLIENT REVIEW	2019.09.05

THIS SITE PLAN IS BASED UPON AND MUST BE READ IN CONJUNCTION WITH THE REGISTERED PLAN. CHAMBERLAIN ARCHITECT SERVICES LIMITED ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY, OR COMPLETENESS OF THE DATA SUPPLIED AND SUCH DATA IS NOT INCLUDED UNDER SEALS OF CERTIFICATION IF ANY.

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SEAL

CONSTRUCTION NORTH TRUE NORTH

TAPESTRY HOTEL

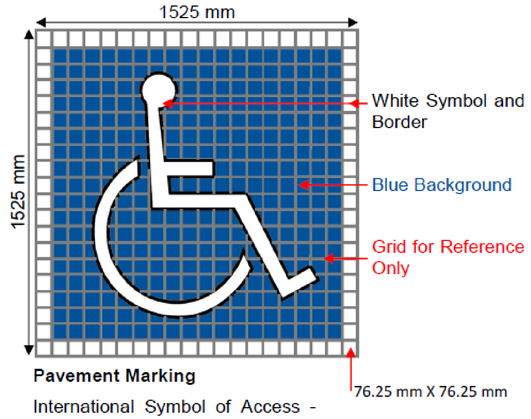
FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

SITE PLAN

START DATE	DEC. 2019
DRAWN BY	CMC
CHECKED BY	LC
SCALE	1" = 20'-0"
PROJECT NO.	119046
DRAWING	A001

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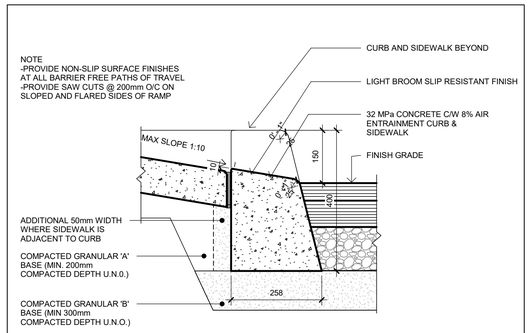


Pavement Marking

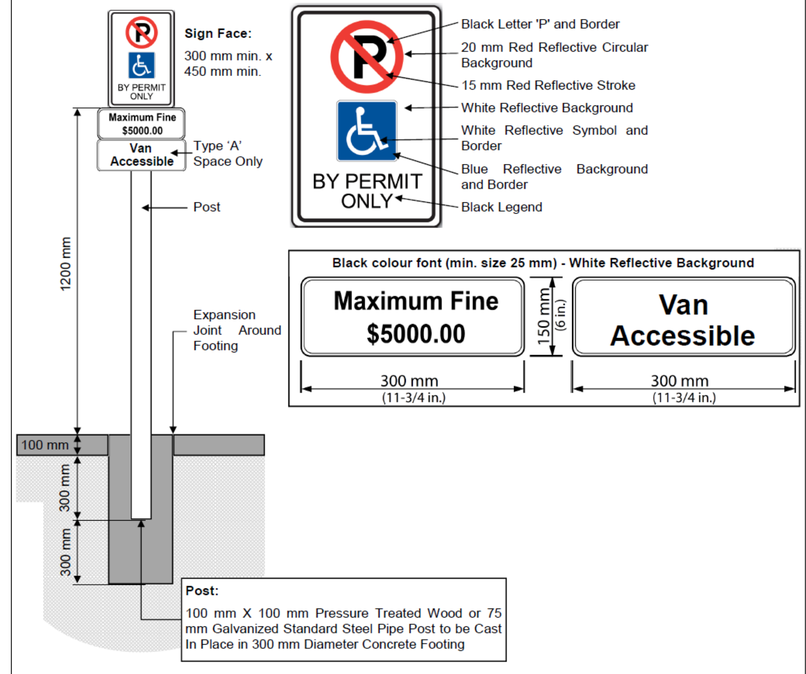
International Symbol of Access - One in Each Accessible Parking Space

*IMAGE TAKEN DIRECTLY FROM ACCESSIBLE PARKING BY-LAW#10-2016. SEE ORIGINAL BY-LAW FOR FULL STANDARD.

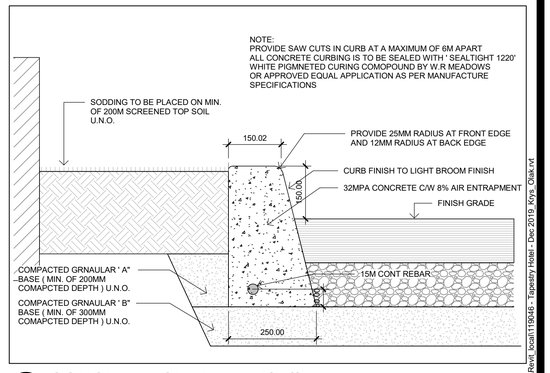
5 A001a PAVEMENT MARKING
3/4" = 1'-0"



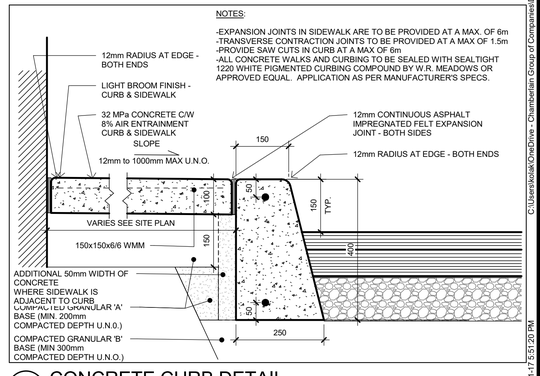
3 A001a CURB AND SIDEWALK DEPRESSION
1 1/2" = 1'-0"



4 A001a BARRIER FREE PARKING DETAILS
3/4" = 1'-0"



2 A001a CONCRETE CURB DETAIL II
1 1/2" = 1'-0"



1 A001a CONCRETE CURB DETAIL
1 1/2" = 1'-0"

Chamberlain Architect Services Limited

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CANADA

Phone: 905.631.7777

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NO.	ISSUED	DATE

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TAPESTRY HOTEL

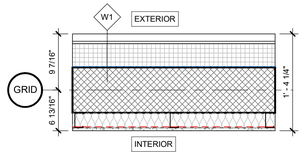
FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

SITE DETAILS

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	Checker
SCALE	As indicated
PROJECT NO.	119046
DRAWING	A001a

WALL TYPES

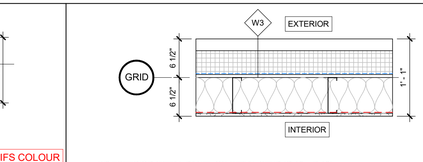


W1 EXTERIOR STONE FACE ON CONCRETE BLOCK (R15.2)

- CULTURED STONE VENEER or APPROVED EQUAL (DRY STACK) MORTAR (W/ POLYMER MODIFIER) & GALVANIZED METAL LATH, MIN. 3.4 lb. MECHANICALLY FASTENED TO PRECAST CONCRETE, PROVIDE STAINLESS STEEL FASTNER WITH 1" DIA. HEAD WASHERS AS RECOMMENDED BY MANUFACTURER.
- DELTA DRY STUCCO & STONE DRAINAGE LAYER BY "DELTA" OR APPROVED EQUAL
- 4" SHIPLAPPED EXTRUDED POLYSTYRENE INSULATION (XPS) OR APPROVED EQUAL (R20)
- AIR BARRIER TYPE: BLUESKIN VP160
- 7 5/8" CONCRETE BLOCK
- 2 1/2" STEEL STUDS @ 16" O/C
- BATT INSULATION TO FILL CAVITY (R-7)
- 6 MIL POLY VAPOUR BARRIER
- 1/2" GYPSUM BOARD

W1a EXTERIOR STONE FACE ON CONCRETE BLOCK

SAME AS WT1 EXCEPT
- NO DRYWALL (STAIRWELL)



DECIDE ABOUT EIFS COLOUR

W2 EXTERIOR EIFS ON METAL STUD (R-13 + R-10)

- EXTERIOR INSULATION FINISH SYSTEM (EIFS) ON 4" EXPANDED POLYSTYRENE INSULATION BOARD (EPS) (R 16) WITH DUAL MOISTURE DRAINAGE & AIR BARRIER. TYPE: OUTSULATION MD NC SYSTEM BY DRYVIT OR APPROVED EQUAL
- AIR BARRIER TYPE: BLUESKIN VP160
- 1/2" DENS GLASS GOLD SHEATHING
- 6" STEEL STUDS @ 16" O/C
- BATT INSULATION TO FILL CAVITY (R19)
- 6 MIL POLY VAPOUR BARRIER
- 1/2" GYPSUM BOARD

W2a EXTERIOR EIFS ON METAL STUD (PARAPETS)

SAME AS W2 BUT REPLACE 1/2" GYPSUM BOARD WITH
- 1/2" PROTECTION BOARD
- NO BATT INSULATION AT ROOF PARAPET

REFER TO ROOF PLAN FOR LOCATION OF ADDITIONAL LAYER OF STUD

DECIDE ABOUT EIFS COLOUR

W2b EXTERIOR EIFS ON METAL STUD

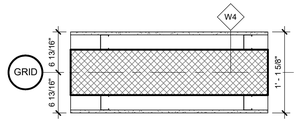
SAME AS W2 BUT DIFFERENT COLOUR OF EIFS

W3 EXTERIOR METAL PANEL ON METAL STUD (R-13 + R-10)

- METAL PANEL (CHERRY COLOUR) C/W SUBBASE
- 4" SEMI-RIGID INSULATION BOARD - TYPE: CAVITYROCK BY ROXUL (R17) OR APPROVED EQUAL
- AIR BARRIER - TYPE: 3M 3015 OR SIMILAR
- 1/2" DENS GLASS GOLD SHEATHING
- 6" STEEL STUDS @ 16" O/C
- BATT INSULATION TO FILL CAVITY (R19)
- 6 MIL POLY VAPOUR BARRIER
- 1/2" GYPSUM BOARD

W3a EXTERIOR METAL PANEL ON METAL STUD (R-13 + R-10)

SAME AS W3 BUT REPLACE METAL PANEL (CHERRY COLOUR) WITH A METAL PANEL (CHARCOAL COLOUR)



W4 1HR LOAD-BEARING 8" CONCRETE BLOCK

WALL ON GROUND FLOOR ONLY

- 1/2" GYPSUM BOARD
- 2 1/2" STEEL STUDS @24" O.C.
- 7 5/8" CONCRETE BLOCK
- 2 1/2" STEEL STUDS @24" O/C
- 1/2" GYPSUM BOARD

W4a 1HR LOAD-BEARING 8" CONCRETE BLOCK - STC 54

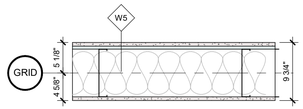
SAME AS W4 BUT FILL 90% OF CAVITIES WITH SOUND BATT INSULATION ON BOTH SIDES

W4b 1HR LOAD-BEARING 8" CONCRETE BLOCK

SAME AS W4 BUT W/ NO STUDS , AND GYP BOARD ON ONE SIDE (STAIRCASE)

W4c 1HR LOAD-BEARING 8" CONCRETE BLOCK

SAME AS W4 BUT SUBSTITUTE STUDS , AND GYP BOARD ON BOTH SIDES WITH PAINT



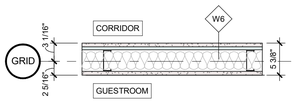
W5 1 HR LOAD-BEARING 8" METAL STUD- STC 54

WALL BETWEEN GUESTROOMS

- 5/8" SHEETROCK BRAND GYPSUM PANELS, FIRECODE C CORE
- 8" STEEL STUDS @ 24" O.C.
- SOUND BATT INSULATION
- 1/2" RESILIENT METAL CHANNEL @ 24" O.C. SCREW ATTACHED TO STUDS
- 5/8" SHEETROCK BRAND GYPSUM PANELS FIRECODE C CORE SCREW ATTACHED TO STUDS @ RESILIENT CHANNEL. JOINTS STAGGERED & FINISHED, PERIMETER CAULKED.

W5a 1 HR 8" METAL STUD- STC 54

SAME AS W5 EXCEPT
- 6" STEEL STUD @ 24" O.C.

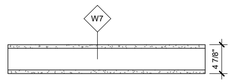


W6 1HR WALL - STC 54

DEMISING WALL BETWEEN GUESTROOMS & CORRIDOR

- 5/8" SHEETROCK BRAND GYPSUM PANELS, FIRECODE C CORE
- 3 5/8" STEEL STUDS (20GA) @ 24" O.C.
- 3" SOUND ATTENUATION FIRE BLANKETS BY THERMAFIBER (SAFB) 25" WIDE CREASED TO FIT
- 1/2" RESILIENT METAL CHANNEL @ 24" O.C. SCREW ATTACHED TO STUDS
- 5/8" SHEETROCK BRAND GYPSUM PANELS FIRECODE C CORE SCREW ATTACHED TO STUDS @ RESILIENT CHANNEL. JOINTS STAGGERED & FINISHED, PERIMETER CAULKED.

1HR. F.R.R. ULC DESIGN NO. W453
SOUND TEST RAL-TL83-216, STC 54



W7 INTERIOR WALL

- 5/8" GYPSUM BOARD
- 3 5/8" STEEL STUDS @ 16" O/C
- 5/8" GYPSUM BOARD

GYPSUM BOARD TO EXTEND 8" ABOVE CEILING ON GROUND FLOOR WITH THE EXCEPTION OF THE MEETING ROOMS, PANTRY AND PUBLIC WASHROOMS WHERE GYPSUM BOARD IS TO EXTEND TO U/S SLAB ABOVE AND SOUND INSULATION IS TO BE INSTALLED

W7a 1HR INTERIOR WALL

- 5/8" FIRE RATED GYPSUM BOARD
- 3 5/8" STEEL STUDS @ 16" O/C
- 5/8" FIRE RATED GYPSUM BOARD

1HR. F.R.R. ULC DESIGN NO. W407



W8 INTERIOR WALL

INTERIOR GUESTROOM PARTITIONS

- 1/2" GYPSUM BOARD
- 3 5/8" STEEL STUDS @ 16" O/C
- 1/2" GYPSUM BOARD



W9 SHAFT WALL (2 HR FIRE RATED)

- 1" FIRE RATED GYPSUM BOARD LINER PANEL
- 2 1/2" C-H STEEL STUDS @ 24" O/C
- 2 LAYERS 5/8" FIRE RATED GYPSUM BOARD

2HR ULC WALL DESIGN NO. W452 SYSTEM B

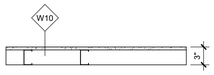
WT11a SHAFT WALL (2 HR FIRE RATED)

SAME AS WT11 BUT 6" C-H STEEL STUDS

WT11b SHAFT WALL (1 HR FIRE RATED)

- 1" FIRE RATED GYPSUM BOARD LINER PANEL
- 2 1/2" C-H STEEL STUDS @ 24" O/C
- 1LAYERS 5/8" FIRE RATED GYPSUM BOARD

NOT SURE IF THESE ARE TO BE USED



W10 FURRING WALL

- 1/2" GYPSUM BOARD
- 2 1/2" STEEL STUDS @ 24" O/C

WT12a FURRING WALL

- 1/2" GYPSUM BOARD
- 1 5/8" STEEL STUDS @ 24" O/C

WT12b FURRING WALL

- 5/8" GYPSUM BOARD
- 3 5/8" STEEL STUDS @ 24" O/C

WT12c FURRING WALL

- 1/2" GYPSUM BOARD
- 3 5/8" STEEL STUDS @ 24" O/C

WT12d FURRING WALL

- 1/2" GYPSUM BOARD
- 6" STEEL STUDS @ 24" O/C

NOT SURE IF THESE ARE TO BE USED

WALL TYPE NOTES

1. WHERE SPRAY FOAM INSULATION IS USED IN EXTERIOR WALLS, IN THE POOL AREA, SPRAY FOAM INSULATION IS TO COMPLETELY FILL STUD CAVITY & A VAPOUR BARRIER IS REQUIRED PRIOR TO INSTALLING GYPSUM BOARD.

2. POOL AREA TO HAVE MOISTURE, MOLD AND MILDEW RESISTANT GYPSUM BOARD ON WALLS AND CEILING TYPE: DENS ARMOR PLUS INTERIOR GUARD BY G-P GYPSUM OR EQUAL.

3. POOL TO HAVE PAINTED FINISH ON WALLS AND CEILING THAT PROVIDES VAPOUR BARRIER QUALITIES.

4. ALL FIRE RATED PARTITIONS TO HAVE FIRE STOP CAULKING AT TOP AND BOTTOM OF GYPSUM BOARD.

5. WASHROOM SHOWER ENCLOSURES TO HAVE WATER RESISTANT DENS SHIELD GYPSUM BOARD BY G-P GYPSUM.

6. WALLS SEPARATING OFFICE AREAS, PUBLIC WASHROOMS, POOL, FOOD PREP, BOARDROOMS AND MEETING ROOMS FROM PUBLIC AREAS TO ALSO HAVE 3 1/2" SOUND INSULATION.

7. NO STEEL OR GYPSUM BOARD ON CONCRETE WALLS REQUIRED IN MECHANICAL/ELECTRICAL ROOMS, STAIRWELLS, ELEVATOR SHAFT, & POOL EQUIPMENT.

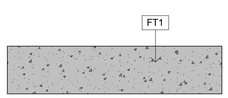
ABBREVIATIONS

ACT	ACCOUSTICAL CEILING TILE	M.U.A.	MAKE-UP AIR
C.B.	CONCRETE BLOCK	O.C	ON CENTER
CONC. BL.		O/C	
CMU	CONCRETE MASONRY UNIT	P	PANEL
CT	CERAMIC TILE	PTD	PAINTED
CU	CONDENSING UNIT	QT	QUARRY TILE
C/W	COMPLETE WITH	R	REFRIGERATOR
D	DRYER	RB	RUBBER
EF	EXHAUST FAN	S	SINK
EIFS	EXTERIOR INSULATION FINISH SYSTEM	SACT	SUSPENDED ACCOUSTICAL TILE
F	FREEZER	SP	SUMP PUMP
F/A	FIRE ALARM	ST	STORAGE TANK
FHC	FIRE HOSE CABINET	T	TRANSFORMER
FEC	FIRE EXTINGUISHER CABINET	TXT	TEXTURED
FRP	FIBERGLASS REINFORCED PANEL	U.N.O.	UNLESS NOTED OTHERWISE
G.B.	GYPSUM BOARD	VEND.	VENDING MACHINE
GYP. BD.		VTAC	VERTICAL TERMINAL AIR CONDITIONER
HP	HEAT PUMP	W	WASHER
HB	HOSE BIB	W/D	STACKED WASHER AND DRYER
ICE	ICE MACHINE	VCT	VINYL COMPOSITE TILE
K.E.S.	KITCHEN EQUIPMENT SUPPLIER	VWC	VINYL WALL COVERING
MO	MASONRY OPENING		

TYPICAL FLOOR AREA

LEVEL	AREA (SM)	AREA (SF)
GROUND FLOOR AREA	1869 m²	20120 ft²
SECOND FLOOR AREA	1749 m²	18825 ft²
THIRD FLOOR AREA	1482 m²	15952 ft²
FOURTH FLOOR AREA	1482 m²	15952 ft²
FIFTHFLOOR AREA	1482 m²	15952 ft²
SIXTH FLOOR AREA	1482 m²	15952 ft²
	9546 m²	102755 ft²

FLOOR / ROOF TYPES



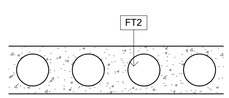
FT1 CONCRETE SLAB ON GROUND FLOOR

- CONCRETE SLAB- THICKNESS VARIES, SEE STRUCTURAL DRAWINGS
- FRR OF 1 HR

FT1a CONCRETE SLAB ON GROUND FLOOR

- SAME AS FT1 BUT:

FRR OF 2 HRS

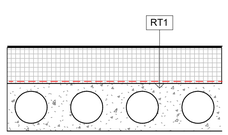


FT2 PRECAST CONCRETE SLAB

- STRUCTURAL PRECAST CONCRETE SLAB - THICKNESS VARIES, SEE STRUCTURAL DRAWINGS
- STC 50 (PRECAST CONCRETE) AS PER CPCI METRIC DESIGN MANUAL
- FRR OF 1 HR AS PER OBC- SB-2 TABLE 2.2.1.A & TABLE 2.2.1.B

FT2a PRECAST CONCRETE SLAB

SAME AS FT2 BUT:
- FRR OF 2 HRS AS PER OBC- SB-2 TABLE 2.2.1.A & TABLE 2.2.1.B



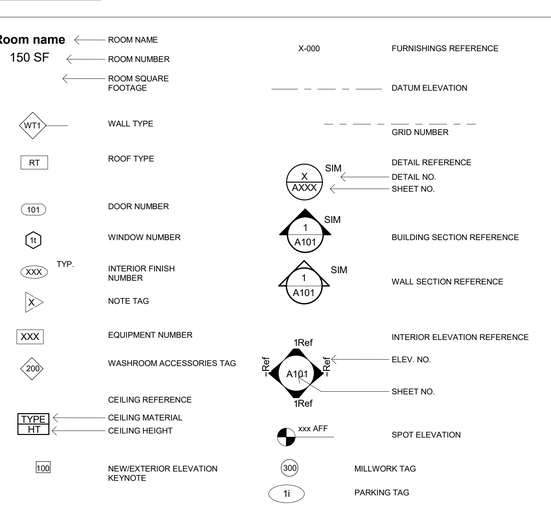
- 2-PLY MODIFIED BITUMEN ROOFING SYSTEM
- 1/2" PROTECTION BOARD
- TAPERED INSULATION WITH 2% SLOPE - SEE ROOF PLAN
- MIN. R25 POLYISOCYANURATE INSULATION AT ROOF DRAIN
- VAPOUR BARRIER
- PRECAST CONCRETE SLAB - THICKNESS VARIES, SEE STRUCTURAL DRAWINGS

ONTARIO 2012 BUILDING CODE DATA MATRIX

Item				OBC Reference
1	PROJECT NAME & LOCATION MARRIOTT COURTYARD PRATT & WHITNEY DRIVE HALIFAX, NS		☒ New ☐ Addition ☐ Alteration ☐ Change of Use	■ Part 3 ☐ Part 9 ☐ Part 11
2	MAJOR OCCUPANCY (S)		Assembly - Group - A2 Residential - Group C	3.1.2.1.(1)
3	BUILDING AREA	Existing: N/A	New: 1706 m2	1.4.1.2.
4	GROSS AREA	Existing: N/A	New: 7461 m2	1.4.1.2.
5	NUMBER OF STOREYS	Above Grade 6	Storeys Below Grade: N/A	1.4.1.2. & 3.2.1.1.
6	HEIGHT OF BUILDING	58'-0" (17.68 m) (Top of Roof Slab)		
7	NUMBER OF STREETS/ACCESS ROUTES		Facing 1 Street	3.2.2.10 & 3.2.5
8	BUILDING CLASSIFICATION		Group A Division 2, up to 6 Storeys, Any Area, Sprinklered Group C, up to 6 Storeys	3.2.2.20 - 3.2.2.83
9	SPRINGKLER SYSTEM PROPOSED		■ entire building ☐ basement only ☐ in lieu of roof rating ☐ not required	3.2.2.20 - 3.2.2.83
10	STANDPIPE REQUIRED		■ YES ☐ NO	3.2.9
11	FIRE ALARM REQUIRED		■ YES ☐ NO	3.2.4
12	WATER SERVICE/SUPPLY IS ADEQUATE		■ YES ☐ NO	3.2.5.7
13	HIGH BUILDING		☐ YES ■ NO	3.2.6
14	CONSTRUCTION PERMITTED CONSTRUCTION ACTUAL		☐ Combustible ■ Non-combustible ☐ Both ☐ Combustible ■ Non-combustible ☐ Both	3.2.2.20 - 3.2.2.83
15	MEZZANINE(S) area		N.A.	3.2.1.1(3)-(8)
16	OCCUPANT LOAD based on		☐ m2/person ■ design of building 1st Floor: Occupancy: A2 Load: XXX persons 2nd Floor: Occupancy: C Load: XX persons 3rd Floor: Occupancy: C Load: XX persons 4th Floor: Occupancy: C Load: XX persons 5th Floor: Occupancy: C Load: XX persons 6th Floor: Occupancy: C Load: XX persons TOTAL xxx persons	3.1.17
17	BARRIER FREE DESIGN		■ YES ☐ NO (explain)	3.8.
18	HAZARDOUS SUBSTANCES		☐ YES ■ NO	3.3.1.2 & 3.3.1.19
19	Required Fire Resistance Rating (FRR)	Horizontal Assemblies FRR (Hour)	Listed Design No. or Description (D-2)	
		floors 1 hour hours	Table D-2.2.1.A.	3.2.2.20 - 3.2.2.83, 3.2.1.4
		roof no rating hours		3.2.2.20 - 3.2.2.83
		mezzanine N/A hours		
		FRR of Supporting Members	Listed Design No. or Description (D-2)	
		floors 1 hour hours	Table D-2.2.1.	3.2.2.20 - 3.2.2.83
		roof no rating hours		3.2.2.20 - 3.2.2.83
		mezzanine N/A hours		
20	WASHROOM FACILITIES (male/fem.) STAFF	W.C.s REQUIRED	W.C.s PROVIDED (male/fem.) STAFF/UNISEX	3.7.2.
	1st Floor: Occupancy: A2	x/x	x/x x	3.7.2.2.(6) Table 3.7.2.2.A.
21	EXITS REQUIRED (from level) No. Exit Width (mm per exit) Max Travel (m to one exit)		PROVIDED No. Exit Width (mm per exit)	3.4.2.1 number 3.4.2.5(1)(a) location 3.4.3.2(8)(c) width 3.4.3.2.(1)(a) capacity grd. level 3.4.3.2.(1)(c) capacity upper levels
	1st Floor: xxx 45		xx 915	
	2nd to 6th: 2 xxx 45		2 915	
22	SPATIAL SEPARATION - Construction of Exterior Walls			3.2.3

Wall	Area EBF (m2)	L.D. (m)	L/H or H/L	Permitted Max % of Openings	Proposed % of Openings	FRR (hours)	Listed Design or Description	Comb. Const.	Comb.Const. Non-comb. Cladding	Non-comb. Const.
North	207 m2	7.9 m						☐	☐	■
South	207 m2	40.5 m						☐	☐	■
East	70 m2	3.8 m						☐	☐	■
West	89 m2	70.43 m						☐	☐	■

SYMBOL LEGEND



TO BE UPDATED FOR THE PROJECT

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CANADA

Phone: 905.631.7777

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SEAL

TAPESTRY HOTEL

FERRY ST. & STANLEY AVE.
NIAGARA FALLS

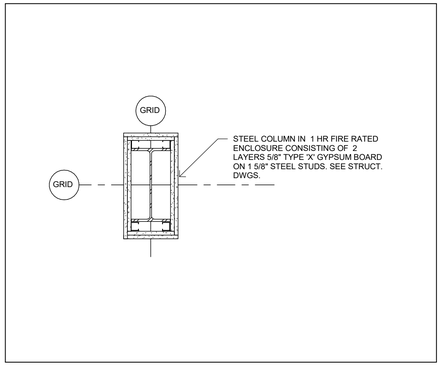
SHEET NAME

OBC MATRIX/WALL TYPES/NOTES/LEGEND

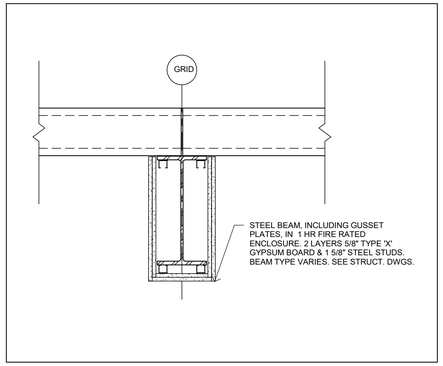
START DATE	DEC. 2019
DRAWN BY	CMC/MN
CHECKED BY	LC
SCALE	As indicated
PROJECT NO.	119046
DRAWING	A002

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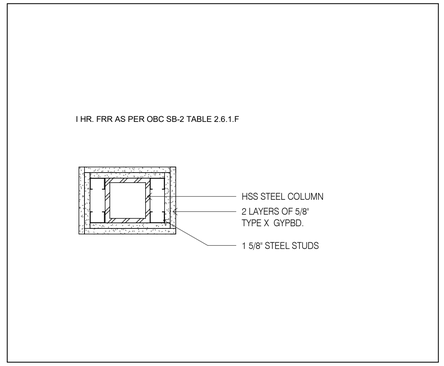
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4 A003 FIRE RATED COLUMN ENCLOSURE DETAIL
1" = 1'-0"



3 A003 FIRE RATED BEAM ENCLOSURE DETAIL
1" = 1'-0"



2 A003 FIRE RATED HSS COLUMN DETAIL
1 1/2" = 1'-0"

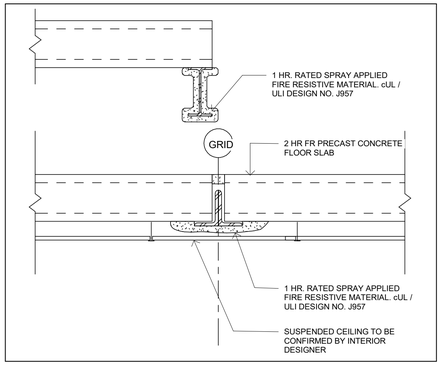
FIRE SEPARATION LEGEND

- 45 MIN FIRE RESISTANCE RATING
- 1 HR FIRE RESISTANCE RATING
- 2 HR FIRE RESISTANCE RATING
- STANDPIPE HOSE LENGTH = 98.4 FT(30M MAX) + 9.8 FT(3M) HOSE STREAM
- MAX. TRAVEL DISTANCE LENGTH = 45M (147'-6")
- GROUP C OCCUPANCY
- GROUP A2 OCCUPANCY
- GROUP E OCCUPANCY

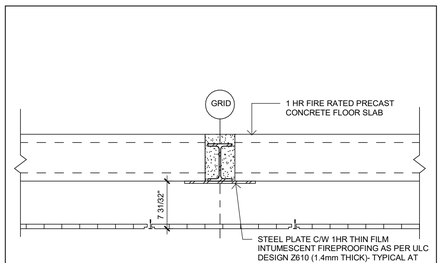
FIRE SEPARATION HAVING A FIRE RESISTANCE RATING

1 HR - SUITE DEMISING WALLS
1 HR - CORRIDOR WALLS AT SUITES
45 MIN - CORRIDOR WALLS
1 HR - EXIT STAIRS
1 HR - STORAGE ROOMS
1 HR - SERVICE & ELECTRICAL ROOMS
1 HR - FLOORS IN GROUP C & A2 OCCUPANCIES
2 HR - FLOORS IN GROUP E OCCUPANCY
1 HR - COLUMNS & BEAMS SUPPORTING FLOOR ASSEMBLY IN GROUP C & A2 OCCUPANCIES
2 HR - COLUMNS & BEAMS SUPPORTING FLOOR ASSEMBLY IN GROUP E OCCUPANCY
0 HR - ROOF
1 HR - GROUP C & GROUP A2 FIRE SEPARATION
1 HR - GROUP C & GROUP F3 FIRE SEPARATION
2 HR - GROUP C & GROUP E FIRE SEPARATION
2 HR - GROUP E & GROUP A2 FIRE SEPARATION

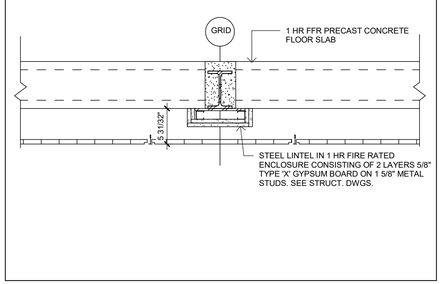
ALL FIRE RATED PARTITIONS TO HAVE FIRE STOP CAULKING AT TOP & BOTTOM OF GYPSUM BOARD.



7 A003 FIRE RATED LINTEL - OPT3
1" = 1'-0"



6 A003 FIRE RATED LINTEL - OPT2
1" = 1'-0"



5 A003 FIRE RATED LINTEL - OPT1
1" = 1'-0"



1 A003 GROUND FLOOR PLAN - FIRE SEPARATION
3/32" = 1'-0"

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CONSTRUCTION NORTH TRUE NORTH

TAPESTRY HOTEL

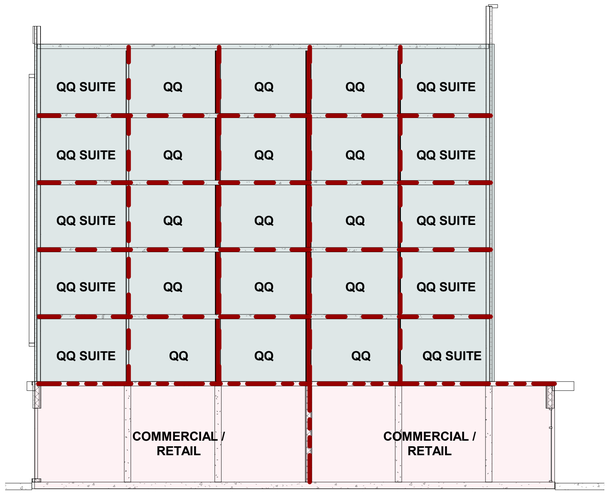
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NIAGARA FALLS

SHEET NAME

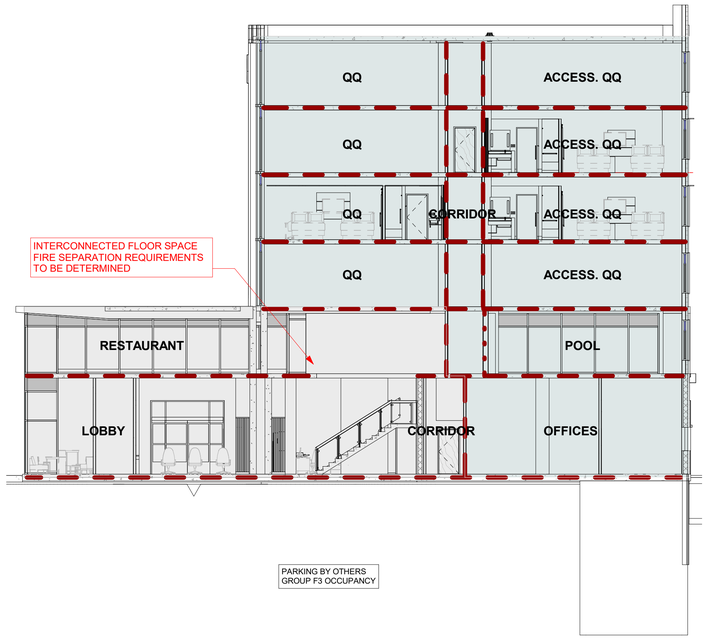
FIRE SEPARATION - GROUND FLOOR PLAN

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	KO
SCALE	As indicated
PROJECT NO.	119046
DRAWING	A003

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4 A004 BUILDING SECTION - FIRE SEPARATION (E & C)
3/32" = 1'-0"



2 A004 BUILDING SECTION - FIRE SEPARATION
3/32" = 1'-0"

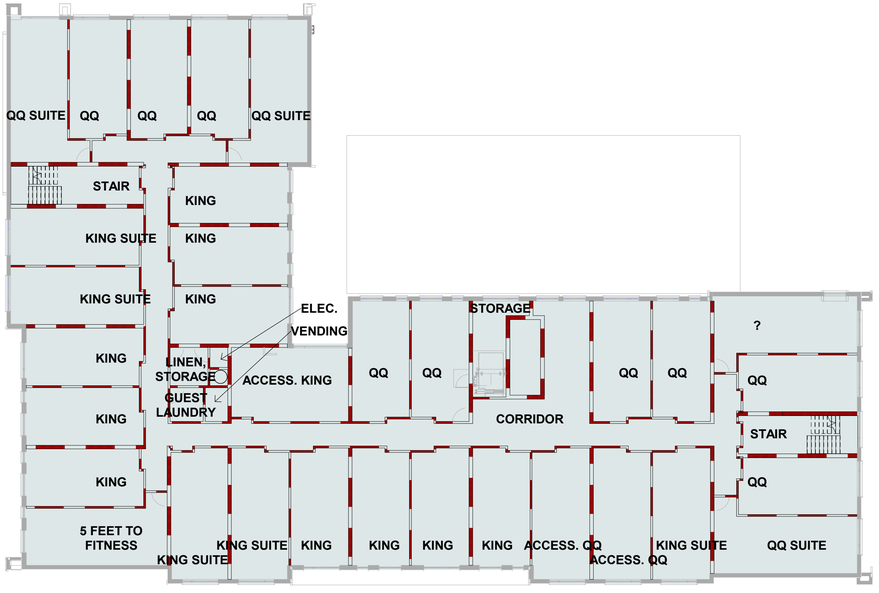
FIRE SEPARATION LEGEND

- 45 MIN FIRE RESISTANCE RATING
- 1 HR FIRE RESISTANCE RATING
- 2 HR FIRE RESISTANCE RATING
- STANDPIPE HOSE LENGTH = 98.4 FT(30M MAX) + 9.8 FT(3M) HOSE STREAM
- MAX. TRAVEL DISTANCE LENGTH = 45M (147'-6")
- GROUP C OCCUPANCY
- GROUP A2 OCCUPANCY
- GROUP E OCCUPANCY

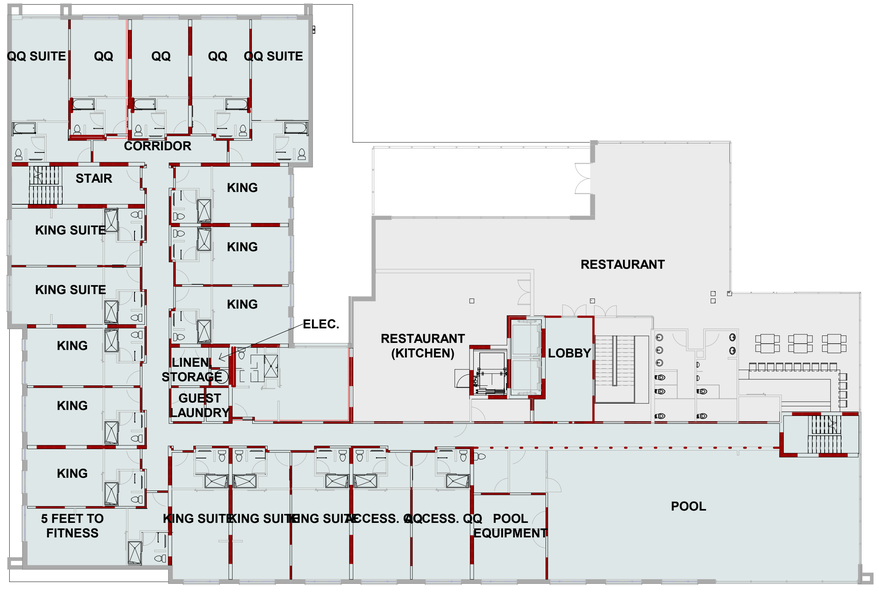
FIRE SEPARATION HAVING A FIRE RESISTANCE RATING

1 HR - SUITE DEMISING WALLS
1 HR - CORRIDOR WALLS AT SUITES
45 MIN - CORRIDOR WALLS
1 HR - EXIT STAIRS
1 HR - STORAGE ROOMS
1 HR - SERVICE & ELECTRICAL ROOMS
1 HR - FLOORS IN GROUP C & A2 OCCUPANCIES
2 HR - FLOORS IN GROUP E OCCUPANCY
1 HR - COLUMNS & BEAMS SUPPORTING FLOOR ASSEMBLY IN GROUP C & A2 OCCUPANCIES
2 HR - COLUMNS & BEAMS SUPPORTING FLOOR ASSEMBLY IN GROUP E OCCUPANCY
0 HR - ROOF
1 HR - GROUP C & GROUP A2 FIRE SEPARATION
1 HR - GROUP C & GROUP F3 FIRE SEPARATION
2 HR - GROUP C & GROUP E FIRE SEPARATION
2 HR - GROUP E & GROUP A2 FIRE SEPARATION

ALL FIRE RATED PARTITIONS TO HAVE FIRE STOP CAULKING AT TOP & BOTTOM OF GYPSUM BOARD.



3 A004 TYPICAL FLOOR PLAN - FIRE SEPARATION
1/16" = 1'-0"



1 A004 SECOND FLOOR PLAN (AMENITY) - FIRE SEPARATION
1/16" = 1'-0"

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CONSTRUCTION NORTH TRUE NORTH

TAPESTRY HOTEL

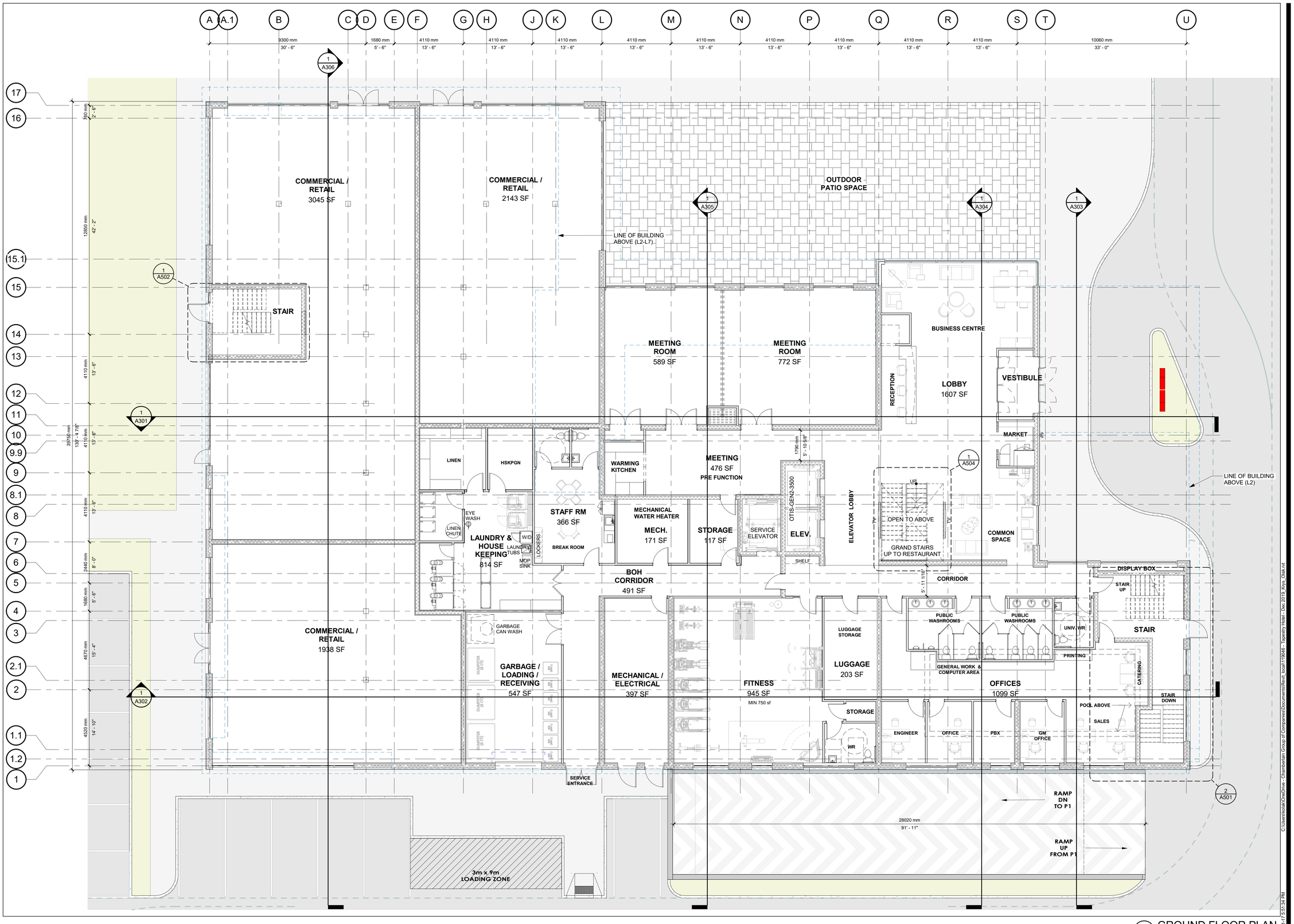
FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

FIRE SEPARATION - SECOND & TYPICAL FLOOR PLAN & BUILDING SECTION

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	KO
SCALE	As indicated
PROJECT NO.	119046
DRAWING	A004

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1 A101 GROUND FLOOR PLAN
1/8" = 1'-0"

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Phone: 905.631.7777

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NO.	ISSUED	DATE
1	CLIENT REVIEW	2019.08.28
2	CLIENT REVIEW	2019.09.05
3	ISSUED FOR SPA	2019.12.04
4	FOR CONSULTANTS	2020.01.15

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CONSTRUCTION NORTH TRUE NORTH

TAPESTRY HOTEL

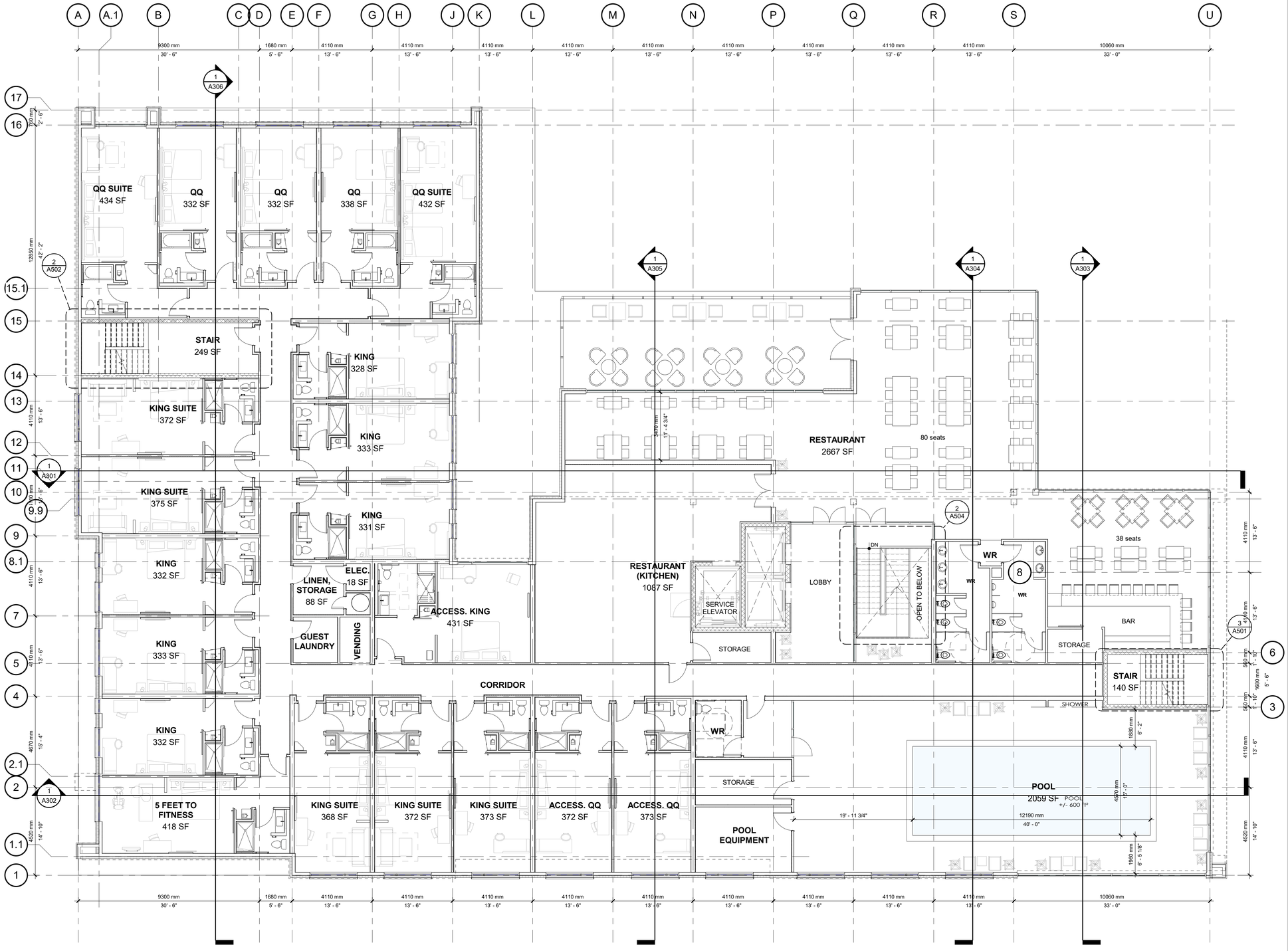
FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

GROUND FLOOR PLAN

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	KO
SCALE	1/8" = 1'-0"
PROJECT NO.	119046
DRAWING	A101

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2020-01-17 7:51:34 PM



1 A102 SECOND FLOOR PLAN (AMENITY)
1/8" = 1'-0"

HOTEL ROOM MIX PER FLOOR		
Name	Count	%
T/O SECOND FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	6	4%
KING SUITE	5	3%
QQ	3	2%
QQ SUITE	2	1%
	20	14%
T/O THIRD FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
T/O FOURTH FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
T/O FIFTH FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
T/O SIXTH FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
TOTAL	148	100%

HOTEL ROOM MIX		
Name	Count	%
KING		
5 FEET TO FITNESS	5	3%
ACCESS. KING	5	3%
KING	46	31%
KING SUITE	25	17%
QQ SUITE	4	3%
	85	57%
QUEEN QUEEN		
ACCESS. QQ	10	7%
QQ	39	26%
QQ SUITE	14	9%
	63	43%
	148	100%

TYPICAL FLOOR AREA		
LEVEL	AREA (SM)	AREA (SF)
GROUND FLOOR AREA	1869 m²	20120 ft²
SECOND FLOOR AREA	1749 m²	18825 ft²
THIRD FLOOR AREA	1482 m²	15952 ft²
FOURTH FLOOR AREA	1482 m²	15952 ft²
FIFTHFLOOR AREA	1482 m²	15952 ft²
SIXTH FLOOR AREA	1482 m²	15952 ft²
	9546 m²	102755 ft²

Chamberlain Architects Constructors Managers

Chamberlain Architect Services Limited

4671 Palladium Way (Unit 1)
Burlington, Ontario. L7M 0W9
CANADA

Phone: 905.631.7777

www.chamberlainIPD.com

NO.	ISSUED	DATE
1	CLIENT REVIEW	2019.08.28
2	CLIENT REVIEW	2019.09.05

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TAPESTRY HOTEL

FERRY ST. & STANLEY AVE.
NIAGARA FALLS

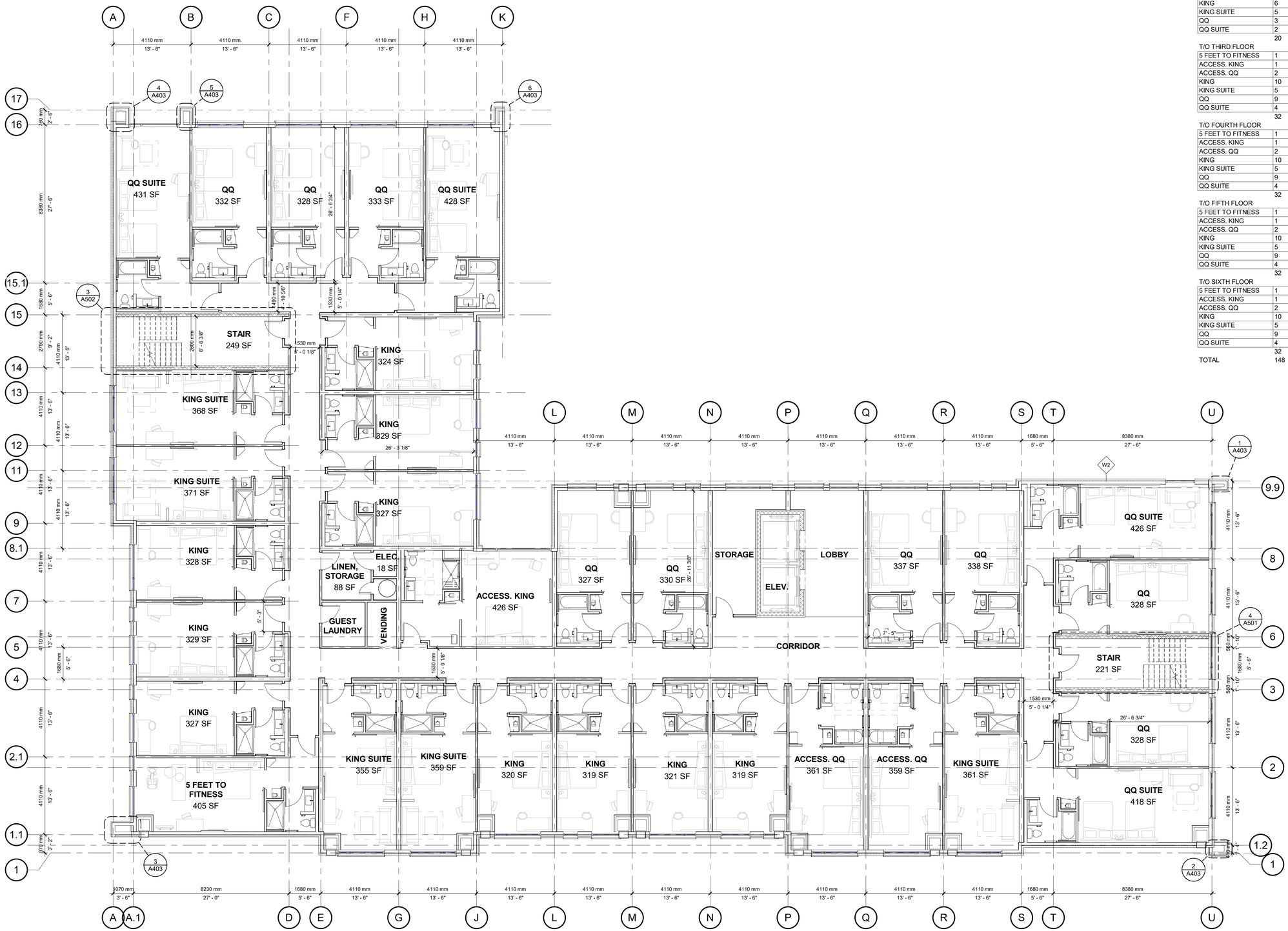
SHEET NAME

SECOND FLOOR PLAN (AMENITY)

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	KO
SCALE	1/8" = 1'-0"
PROJECT NO.	119046
DRAWING	A102

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2020-01-17 5:51:38 PM



1 A103 THIRD & FIFTH FLOOR PLAN
1/8" = 1'-0"

HOTEL ROOM MIX PER FLOOR

Name	Count	%
T/O SECOND FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	6	4%
KING SUITE	5	3%
QQ	3	2%
QQ SUITE	2	1%
	20	14%
T/O THIRD FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
T/O FOURTH FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
T/O FIFTH FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
T/O SIXTH FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
TOTAL	148	100%

Chamberlain Architects Constructors Managers

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CANADA

Phone: 905.631.7777

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1	CLIENT REVIEW	2019.08.28
2	CLIENT REVIEW	2019.09.05

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TAPESTRY HOTEL

FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

THIRD & FIFTH FLOOR PLAN

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	KO
SCALE	1/8" = 1'-0"
PROJECT NO.	119046
DRAWING	A103

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2020-01-17 5:51:41 PM



1 A104 FOURTH & SIXTH FLOOR PLAN
1/8" = 1'-0"

HOTEL ROOM MIX PER FLOOR		
Name	Count	%
T/O SECOND FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	6	4%
KING SUITE	5	3%
QQ	3	2%
QQ SUITE	2	1%
	20	14%
T/O THIRD FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
T/O FOURTH FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
T/O FIFTH FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
T/O SIXTH FLOOR		
5 FEET TO FITNESS	1	1%
ACCESS. KING	1	1%
ACCESS. QQ	2	1%
KING	10	7%
KING SUITE	5	3%
QQ	9	6%
QQ SUITE	4	3%
	32	22%
TOTAL	148	100%

Chamberlain Architects Constructors Managers

Chamberlain Architect Services Limited

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CANADA

Phone: 905.631.7777

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CONSTRUCTION NORTH TRUE NORTH

TAPESTRY HOTEL

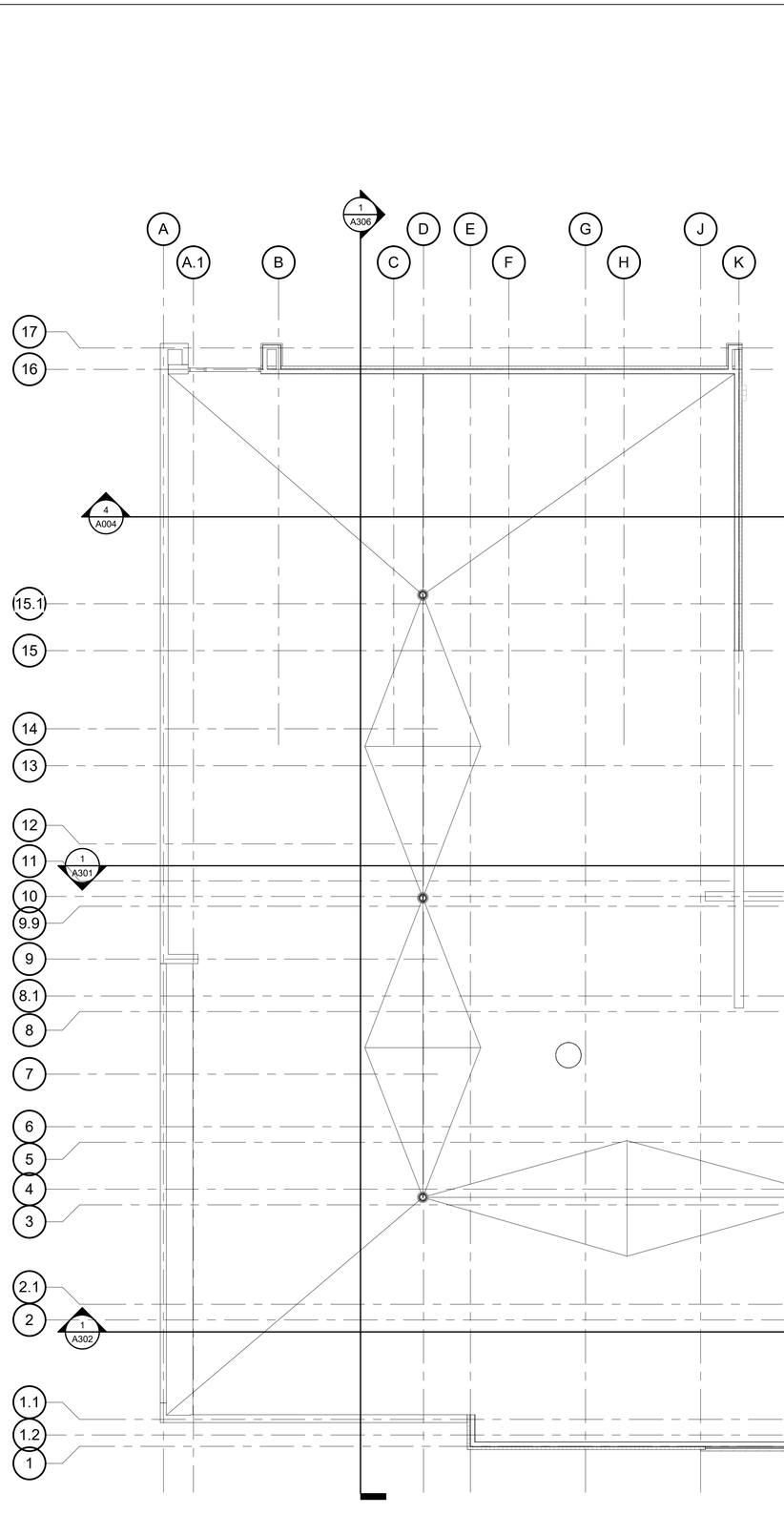
FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

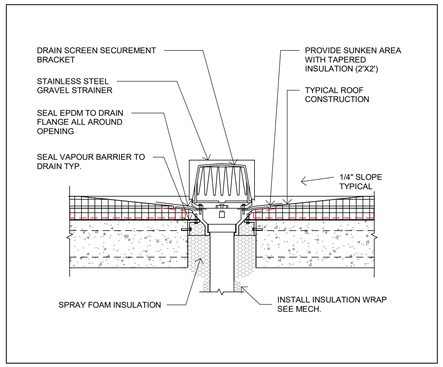
FOURTH & SIXTH FLOOR PLAN

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	KO
SCALE	1/8" = 1'-0"
PROJECT NO.	119046
DRAWING	A104

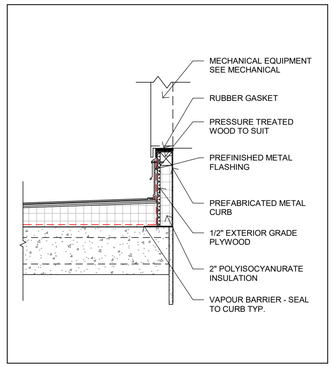
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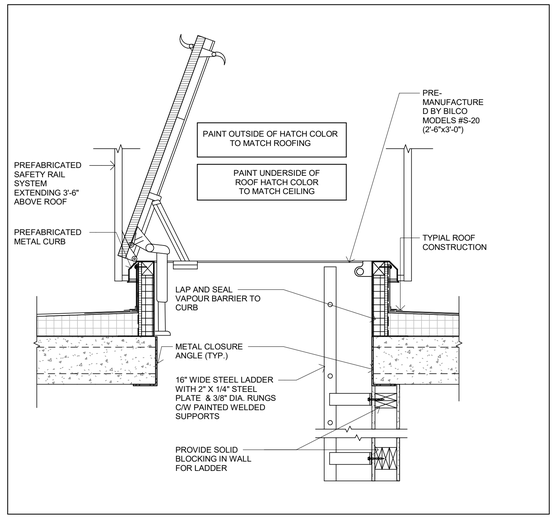
6 A105 ROOF PLAN
1/8" = 1'-0"



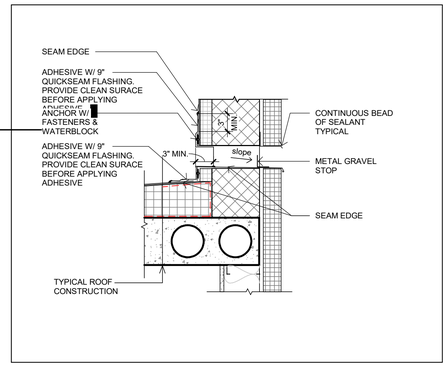
5 A105 ROOF DRAIN
1" = 1'-0"



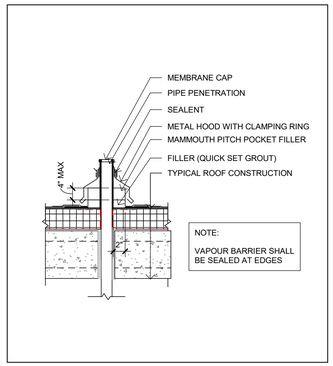
3 A105 ROOF MECHANICAL CURB
1" = 1'-0"



1 A105 ROOF ACCESS HATCH
1" = 1'-0"



4 A105 ROOF SCUPPER DETAIL
1" = 1'-0"



2 A105 ROOF VENT STACK DETAIL
1" = 1'-0"

NOTE:

IT IS THE GENERAL CONTRACTOR'S RESPONSIBITY TO RETAIN A ROOF ANCHOR SPECIALIST TO DESIGN AND INSTALL LIFE SAFETY ROOF ANCHORS.

PARAPETS HAVE NOT BEEN DESIGNED TO SUPPORT SAFETY LINES

Chamberlain Architects Constructors Managers

Chamberlain Architect Services Limited

4671 Palladium Way (Unit 1)
Burlington, Ontario. L7M 0W9
CANADA

Phone: 905.631.7777

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CONSTRUCTION NORTH TRUE NORTH

TAPESTRY HOTEL

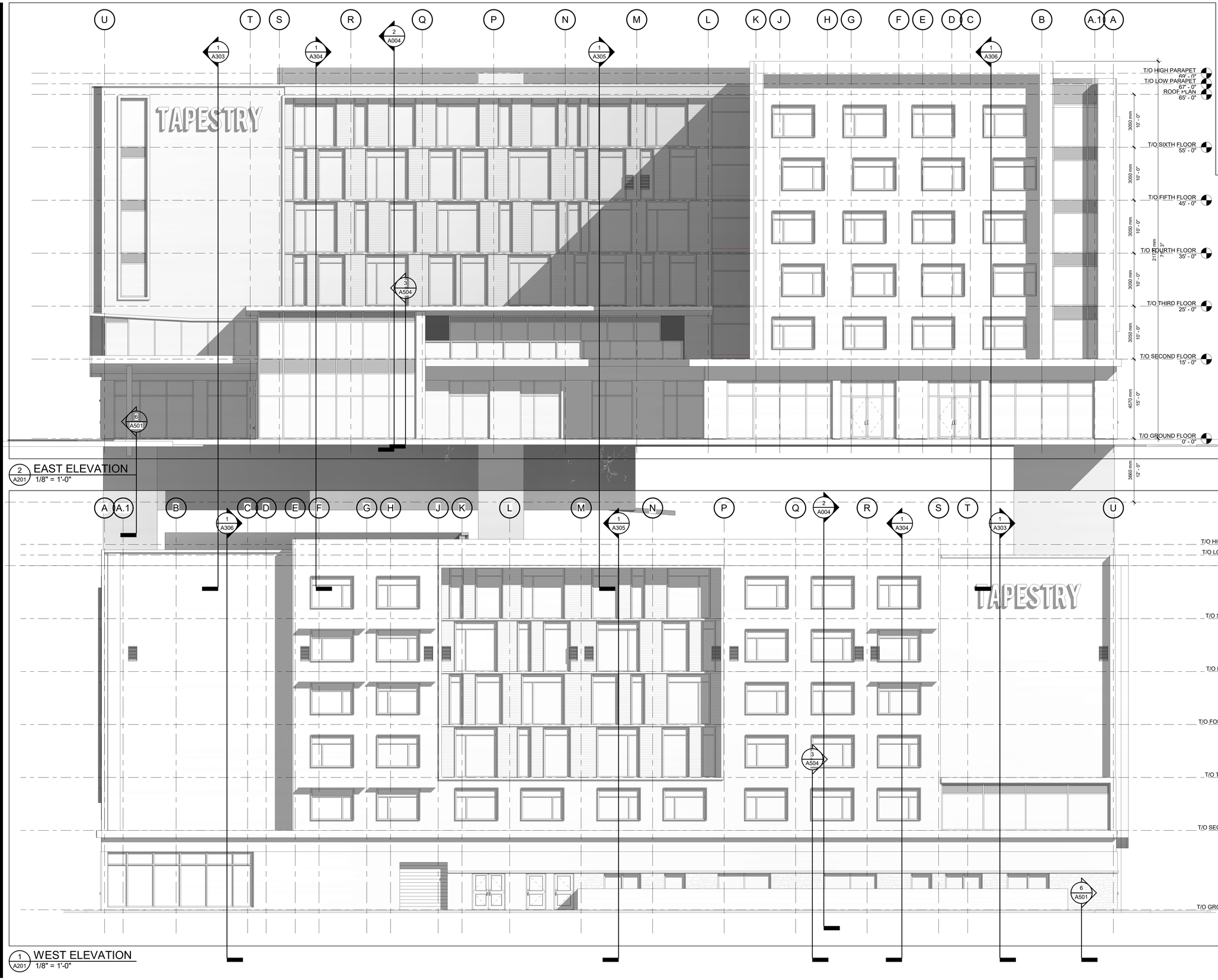
FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

ROOF PLAN & DETAILS

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	
SCALE	As indicated
PROJECT NO.	119046
DRAWING	A105

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2 A201 EAST ELEVATION
1/8" = 1'-0"

1 A201 WEST ELEVATION
1/8" = 1'-0"

FINISH LEGEND

- BRICK
- GENERIC MATERIAL

NOTE:

CONTROL JOINT'S AS PER MANUFACTURER RECOMMENDATION.
CONTROL JOINTS DETAILS PROVIDED AT DIFFERENT MATERIAL INTERFACE.
CONTROL JOINTS PROVIDED AT UNDERSIDE OF SLAB

Chamberlain Architects Constructors Managers

Chamberlain Architect Services Limited

4671 Palladium Way (Unit 1)
Burlington, Ontario. L7M 0W9
CANADA

Phone: 905.631.7777

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NO.	ISSUED	DATE
1	ISSUED FOR SPA	2019.12.04

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TAPESTRY HOTEL

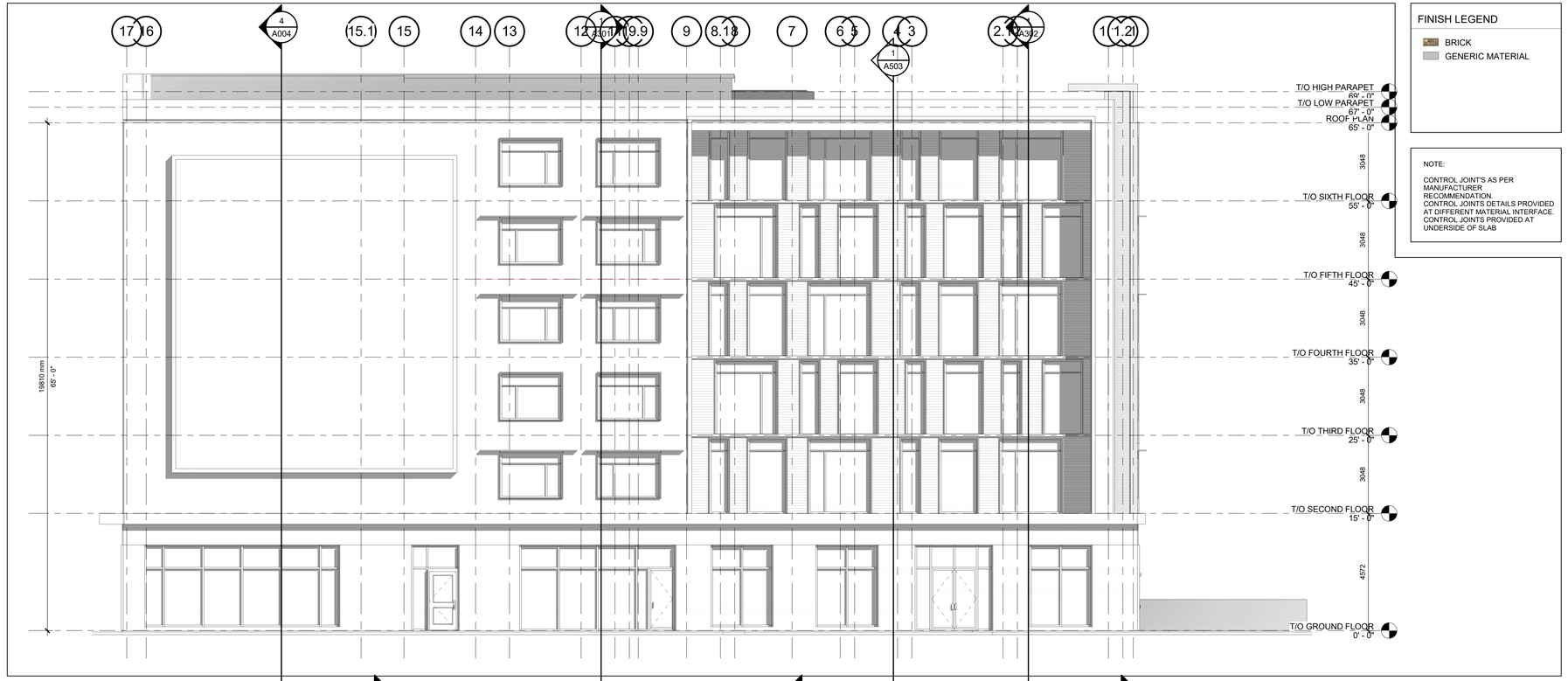
FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

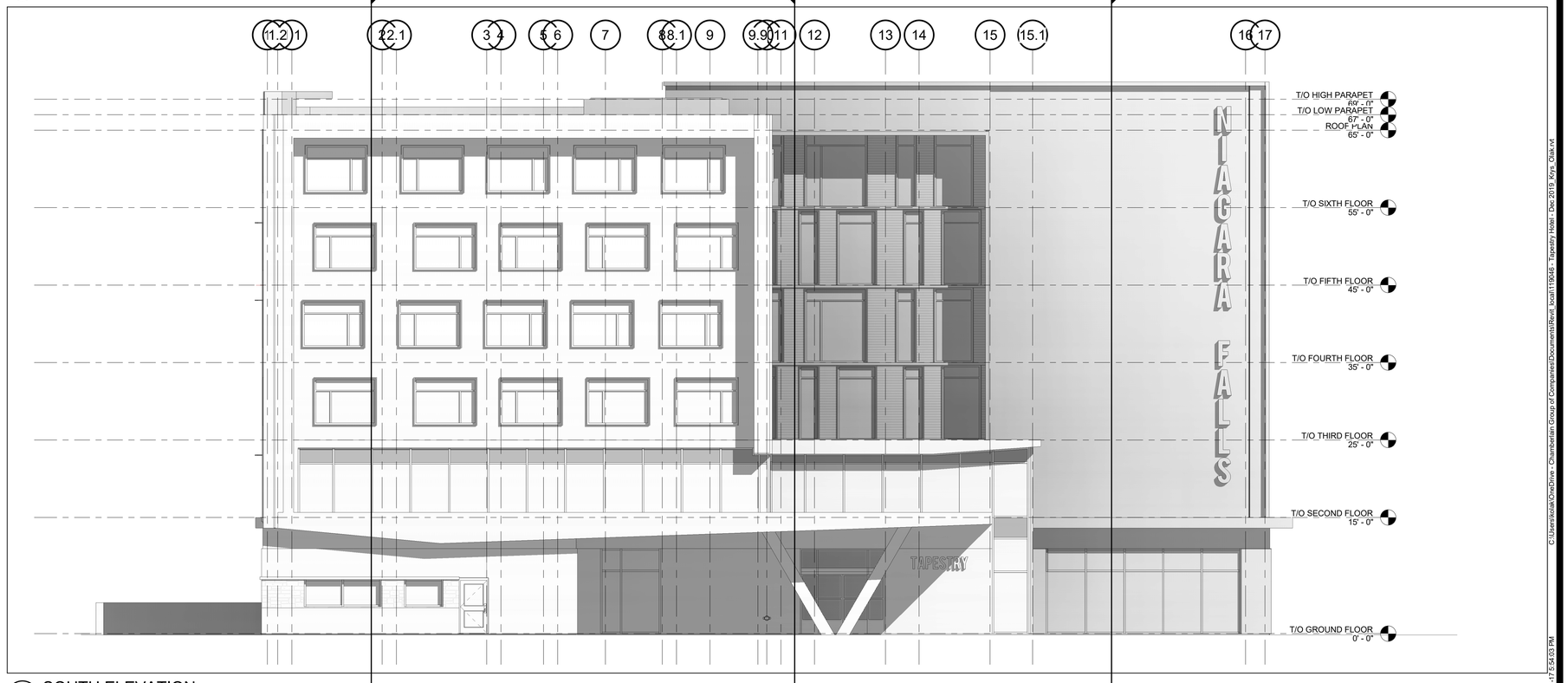
EXTERIOR ELEVATIONS I

START DATE	DEC. 2019
DRAWN BY	KAO
CHECKED BY	KAO
SCALE	As indicated
PROJECT NO.	119046
DRAWING	A201

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1 A202 NORTH ELEVATION
1/8" = 1'-0"



2 A202 SOUTH ELEVATION
1/8" = 1'-0"

FINISH LEGEND

- BRICK
- GENERAL MATERIAL

NOTE:

CONTROL JOINT'S AS PER MANUFACTURER RECOMMENDATION.
CONTROL JOINTS DETAILS PROVIDED AT DIFFERENT MATERIAL INTERFACE.
CONTROL JOINTS PROVIDED AT UNDERSIDE OF SLAB

Chamberlain Architects Constructors Managers

Chamberlain Architect Services Limited

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Burlington, Ontario. L7M 0W9
CANADA

Phone: 905.631.7777

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1	ISSUED FOR SPA	2019.12.04

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TAPESTRY HOTEL

FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

EXTERIOR ELEVATIONS II

START DATE	DEC. 2019
DRAWN BY	KAO
CHECKED BY	KAO
SCALE	As indicated
PROJECT NO.	119046
DRAWING	A202

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2020-01-17 5:54:03 PM

SECTION DETAIL

SECTION DETAIL

SECTION DETAIL



1 / A301 BUILDING SECTION THROUGH MEETING ROOM & RESTAURANT I
1/8" = 1'-0"

Chamberlain
Architects
Constructors
Managers

Chamberlain Architect Services Limited

4671 Palladium Way (Unit 1)
Burlington, Ontario. L7M 0W9
CANADA

Phone: 905.631.7777

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TAPESTRY HOTEL

FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

OVERALL BUILDING SECTION & SECTION DETAILS

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	Checker
SCALE	1/8" = 1'-0"
PROJECT NO.	119046

DRAWING

A301

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SECTION DETAIL



1 / A302 BUILDING SECTION THROUGH POOL & COMMERCIAL/RETAIL
1/8" = 1'-0"

Chamberlain Architects Constructors Managers

Chamberlain Architect Services Limited

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Burlington, Ontario. L7M 0W9
CANADA

Phone: 905.631.7777

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TAPESTRY HOTEL

FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

OVERALL BUILDING SECTION & SECTION DETAILS

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	Checker
SCALE	1/8" = 1'-0"
PROJECT NO.	119046
DRAWING	A302

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SECTION DETAIL



1 A303 BUILDING SECTION THROUGH FITNESS & POOL
1/8" = 1'-0"

WALL SECTION II

WALL SECTION I

Chamberlain
Architects
Constructors
Managers

Chamberlain Architect Services Limited

4671 Palladium Way (Unit 1)
Burlington, Ontario. L7M 0W9
CANADA

Phone: 905.631.7777

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NO.	ISSUED	DATE

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SEAL

TAPESTRY HOTEL

FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

OVERALL BUILDING SECTION, WALL SECTIONS & SECTION DETAILS

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	Checker
SCALE	1/8" = 1'-0"
PROJECT NO.	119046
DRAWING	A303

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2020-01-17 10:54:12 PM

WALL SECTION IV

WALL SECTION III

bbb

SECTION DETAIL



1 / A304 BUILDING SECTION THROUGH MEETING LOBBY & RESTAURANT
1/8" = 1'-0"

Chamberlain
Architects
Constructors
Managers

Chamberlain Architect Services Limited

4671 Palladium Way (Unit 1)
Burlington, Ontario. L7M 0W9
CANADA

Phone: 905.631.7777

www.chamberlainIPD.com

NO.	ISSUED	DATE

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TAPESTRY HOTEL

FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

OVERALL BUILDING SECTION, WALL SECTIONS & SECTION DETAILS

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	Checker
SCALE	1/8" = 1'-0"
PROJECT NO.	119046
DRAWING	A304

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WALL SECTION

WALL SECTION

SECTION DETAIL



1 / A305 BUILDING SECTION THROUGH MEETING ROOM & RESTAURANT II
1/8" = 1'-0"

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SHEET NAME

OVERALL BUILDING SECTION, WALL SECTIONS & SECTION DETAILS

START DATE	DEC. 2019
DRAWN BY	MN
CHECKED BY	Checker
SCALE	1/8" = 1'-0"
PROJECT NO.	119046

DRAWING

A305

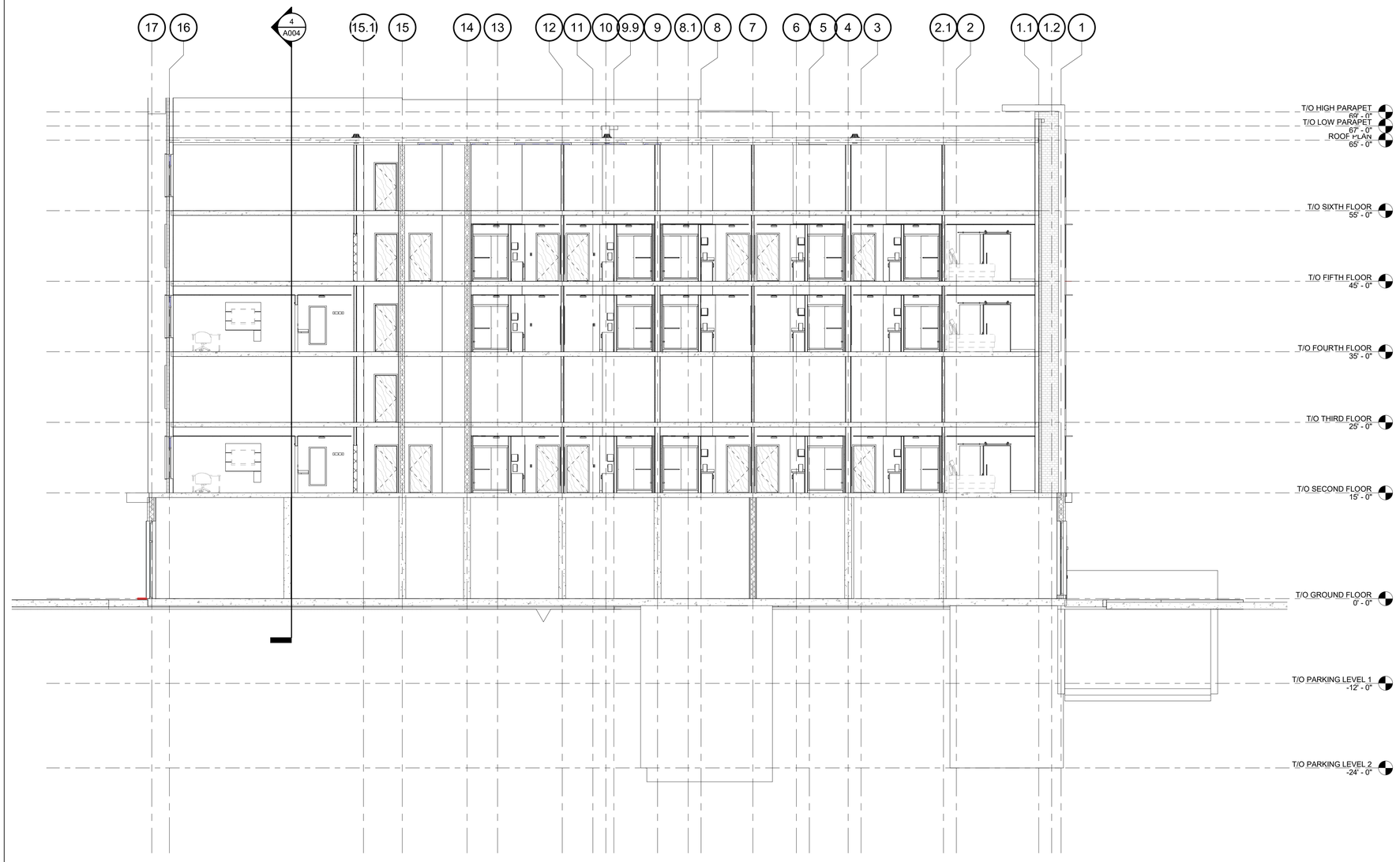
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SECTION DETAIL

SECTION DETAIL

SECTION DETAIL

SECTION DETAIL



WALL SECTION

WALL SECTION

1 A306 BUILDING SECTION THROUGH COMMERCIAL/RETAIL
1/8" = 1'-0"

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Constructors
Managers

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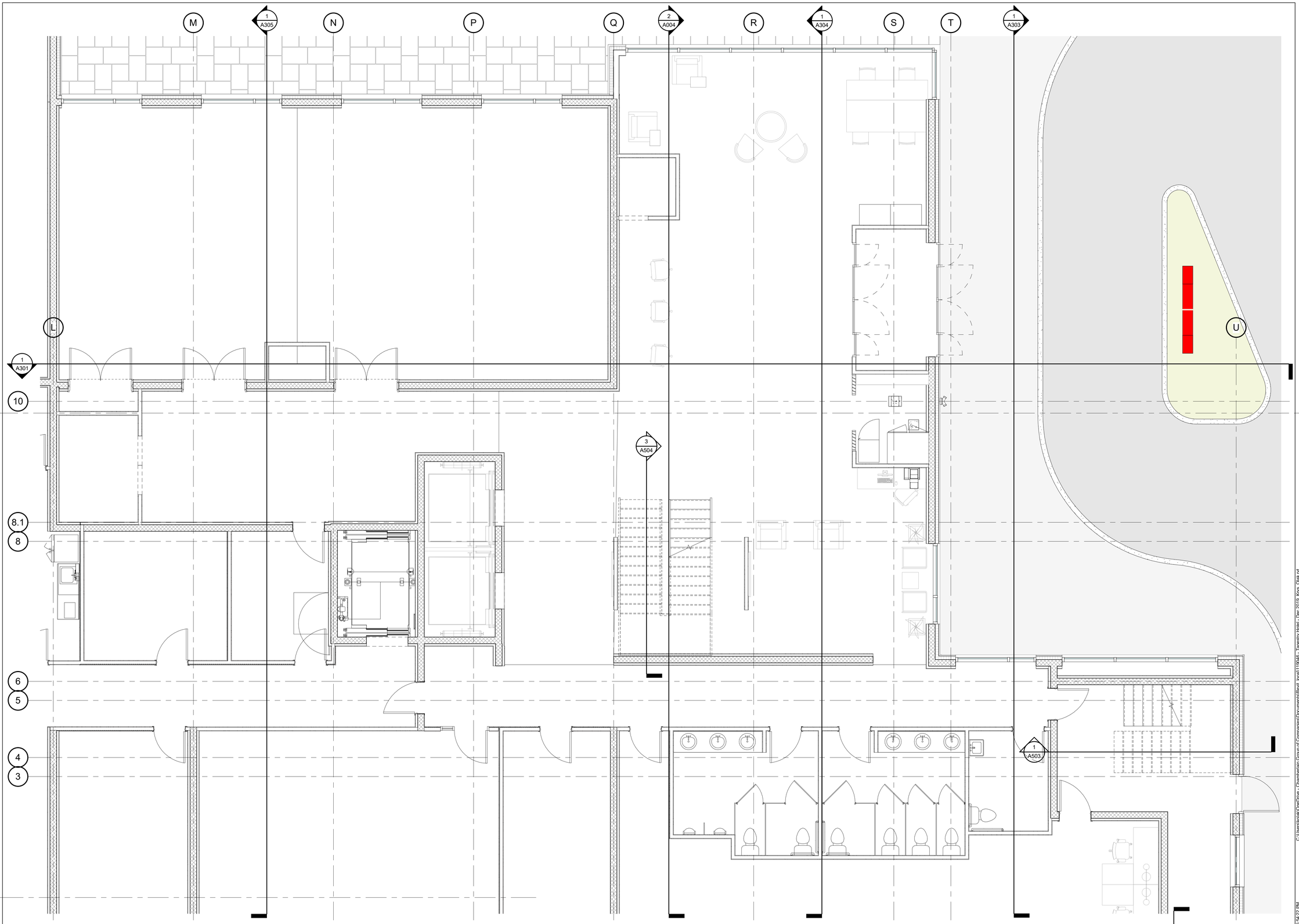
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NIAGARA FALLS

SHEET NAME

OVERALL BUILDING SECTION & WALL SECTIONS

START DATE	DEC. 2019
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SCALE	1/8" = 1'-0"
PROJECT NO.	119046
DRAWING	A306

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1 A401 ENLARGED GROUND FLOOR PLAN
1/4" = 1'-0"

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CONSTRUCTION NORTH TRUE NORTH

TAPESTRY HOTEL

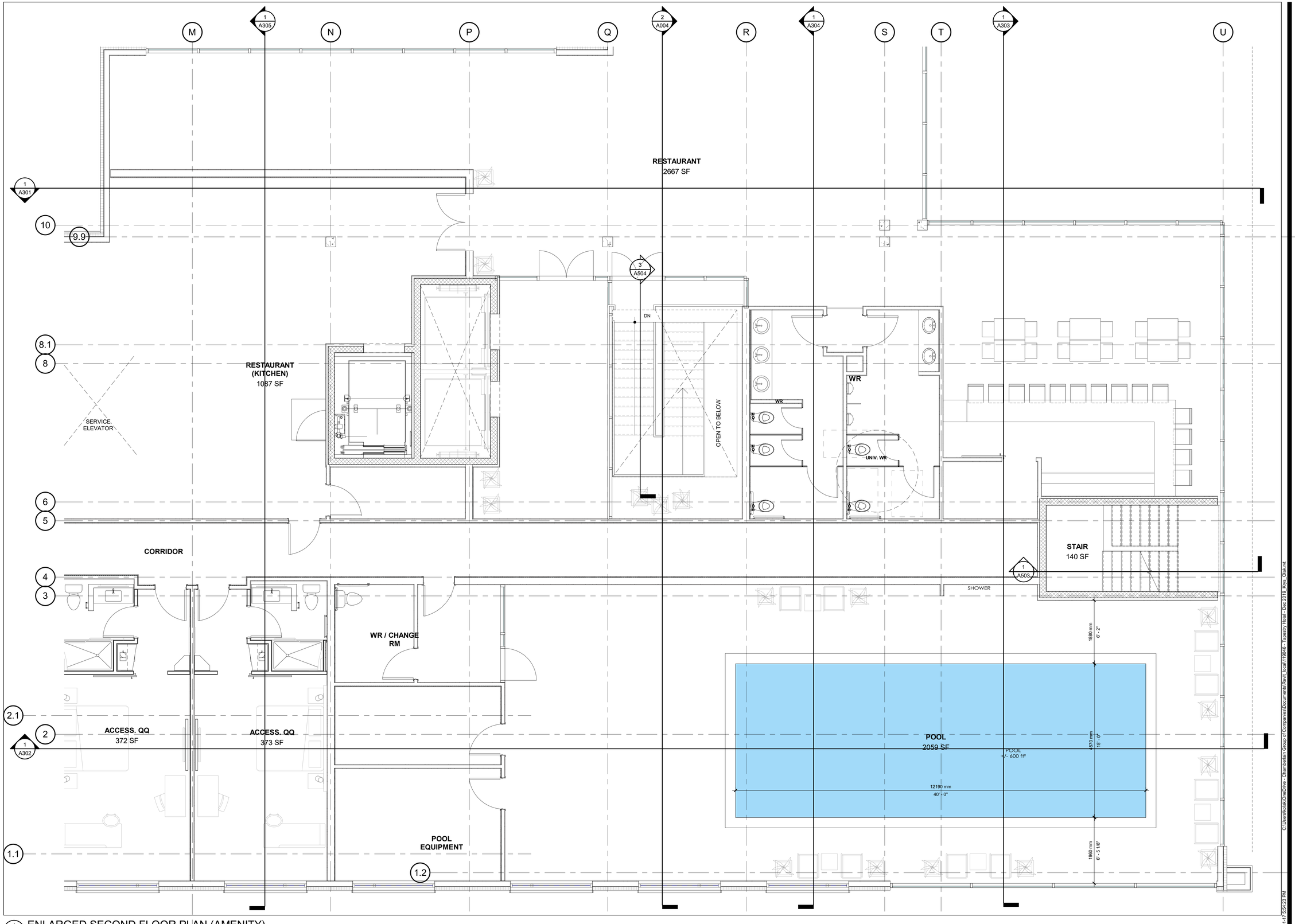
FERRY ST. & STANLEY AVE.
NIAGARA FALLS

SHEET NAME

ENLARGED GROUND FLOOR PLAN

START DATE	DEC. 2019
DRAWN BY	
CHECKED BY	
SCALE	1/4" = 1'-0"
PROJECT NO.	119046
DRAWING	A401

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1 A402 ENLARGED SECOND FLOOR PLAN (AMENITY)
1/4" = 1'-0"

Chamberlain Architects Constructors Managers

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CONSTRUCTION NORTH TRUE NORTH

TAPESTRY HOTEL

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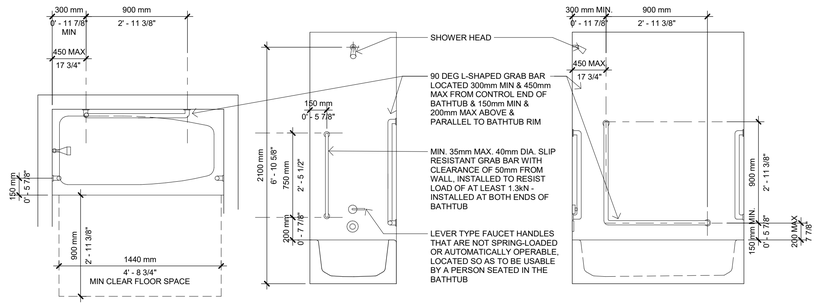
SHEET NAME

ENLARGED SECOND FLOOR PLAN

START DATE	DEC. 2019
DRAWN BY	Author
CHECKED BY	Checker
SCALE	1/4" = 1'-0"
PROJECT NO.	119046
DRAWING	A402

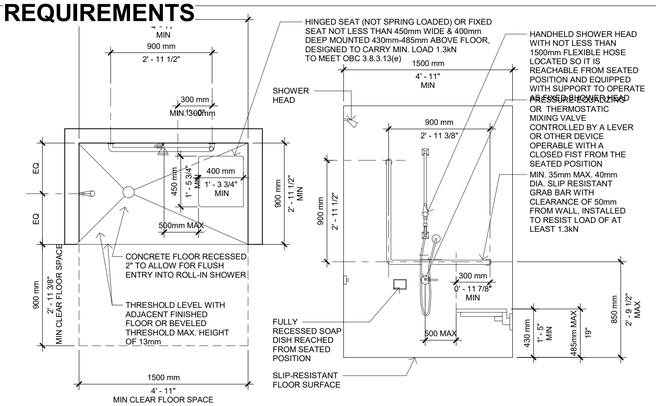
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BARRIER FREE BATHTUB REQUIREMENTS



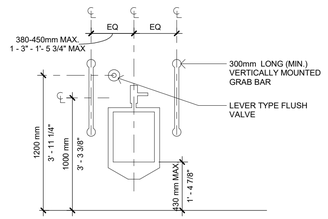
PLAN ELEVATION ELEVATION

BARRIER FREE SHOWER REQUIREMENTS

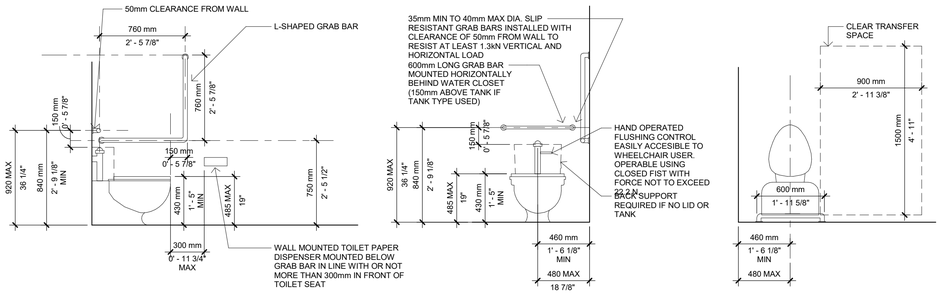


PLAN ELEVATION

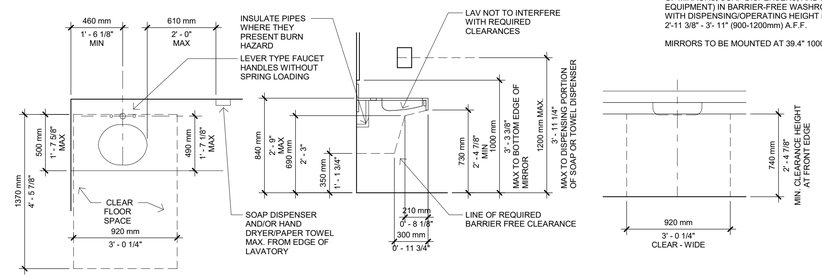
BARRIER FREE URINAL REQUIREMENTS



BARRIER FREE WATER CLOSET REQUIREMENTS



BARRIER FREE LAVATORY REQUIREMENTS



PLAN SECTION ELEVATION

NOTE:
ALL OTHER WASHROOM ACCESSORIES (WITH THE EXCEPTION OF MIRRORS, SOAP DISPENSERS, AND HAND DRYING EQUIPMENT) IN BARRIER-FREE WASHROOMS TO BE INSTALLED WITH DISPENSING/OPERATING HEIGHT MOUNTED BETWEEN 2'-11 3/8" - 3'- 11" (900-1200mm) A.F.F.

MIRRORS TO BE MOUNTED AT 39.4" 1000mm TO BOTTOM EDGE

TYPICAL MOUNTING HEIGHTS

*ACTUAL ACCESSOIRES MAY DIFFER FROM THOSE SHOWN. REFER TO SPECIFICATIONS.

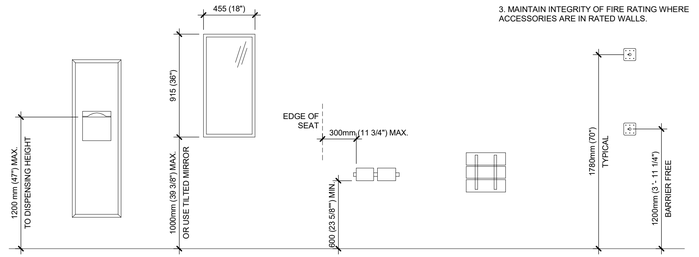
NOTES:

1. PROVIDE WOOD BLOCKING IN LOCATIONS FOR ACCESSIBLE GRAB BARS.

2. PROVIDE MIN 20 GA. SHEET STEEL FOR ALL TOILET ACCESSORIES MOUNTED IN GYP. BD. PARTITIONS.

3. MAINTAIN INTEGRITY OF FIRE RATING WHERE ACCESSORIES ARE IN RATED WALLS.

WASHROOM ACCESSORIES



SURFACE MOUNTED TOWEL DISPENSER/WASTE RECEPTACLE

MIRROR SURFACE MOUNTED

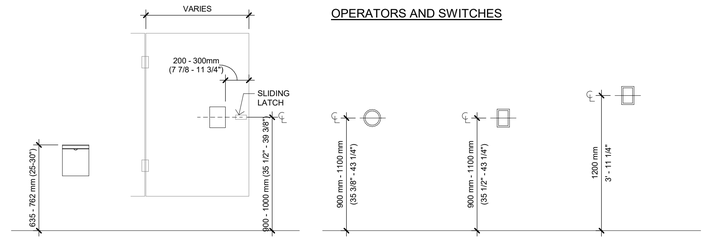
SLOPED MIRROR REQUIRED IF HEIGHT IS GREATER THAN 1000mm (39 3/8") A.F.F.

TOILET PAPER DISPENSER SURFACE MOUNTED BELOW GRAB BAR

BARRIER-FREE TOILET BACK IN ACCORDANCE W/ OBC 3.8.3.9 (C)

CLOTHES HOOK SURFACE MOUNTED

OPERATORS AND SWITCHES



SAN. NAPKIN DISPOSAL SURFACE MOUNTED

(RECOMMENDED HEIGHT. NOT OBC REQUIREMENT.)

D TYPE DOOR PULL 140mm (5 1/2") CLEAR TO MEET OBC 3.8.3.8.(1)(b)(v)

*NOTE: PROVIDE DOOR PULL AT LATCH SIDE, ON BOTH FRONT AND BACK OF DOOR

POWER DOOR OPERATOR)

BUILDING SERVICES BUILDING SAFETY DEVICES ELECTRICAL, AND INTERCOM SWITCHES

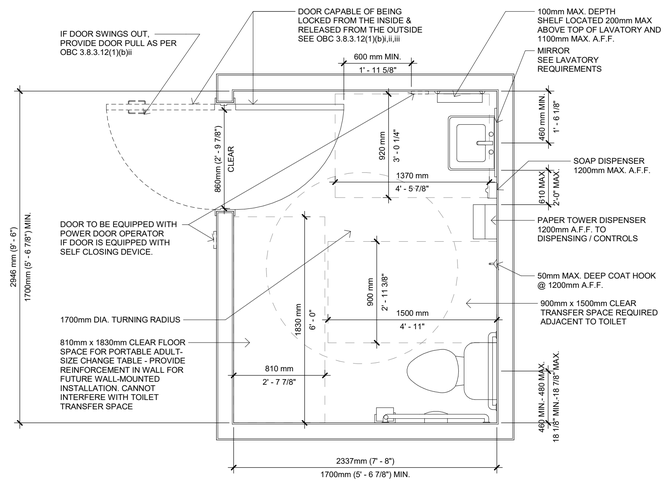
LIGHT SWITCH; MANUAL PULL STATION

UNIVERSAL WASHROOM REQUIREMENTS

SEE ELECTRICAL DRAWINGS FOR LOCATION OF EMERGENCY CALL SYSTEM THAT CONSISTS OF AUDIBLE AND VISUAL SIGNAL DEVICES INSIDE AND OUTSIDE OF THE WASHROOM THAT AREA ACTIVATED BY A CONTROL DEVICE INSIDE THE WASHROOM.

PROVIDE EMERGENCY SIGN POSTED ABOVE BUTTON WITH 25mm HIGH LETTERS AND 5mm STROBE THAT READS "IN THE EVENT OF AN EMERGENCY PUSH EMERGENCY BUTTON AND AUDIBLE AND VISUAL SIGNALLY WILL ACTIVATE.

LIGHTING TO BE CONTROLLED BY MOTION SENSOR.



CASL OBC BARRIER FREE DETAILS
LAST UPDATE: OCTOBER 2015.

Chamberlain Architects Constructors Managers

Chamberlain Architect Services Limited

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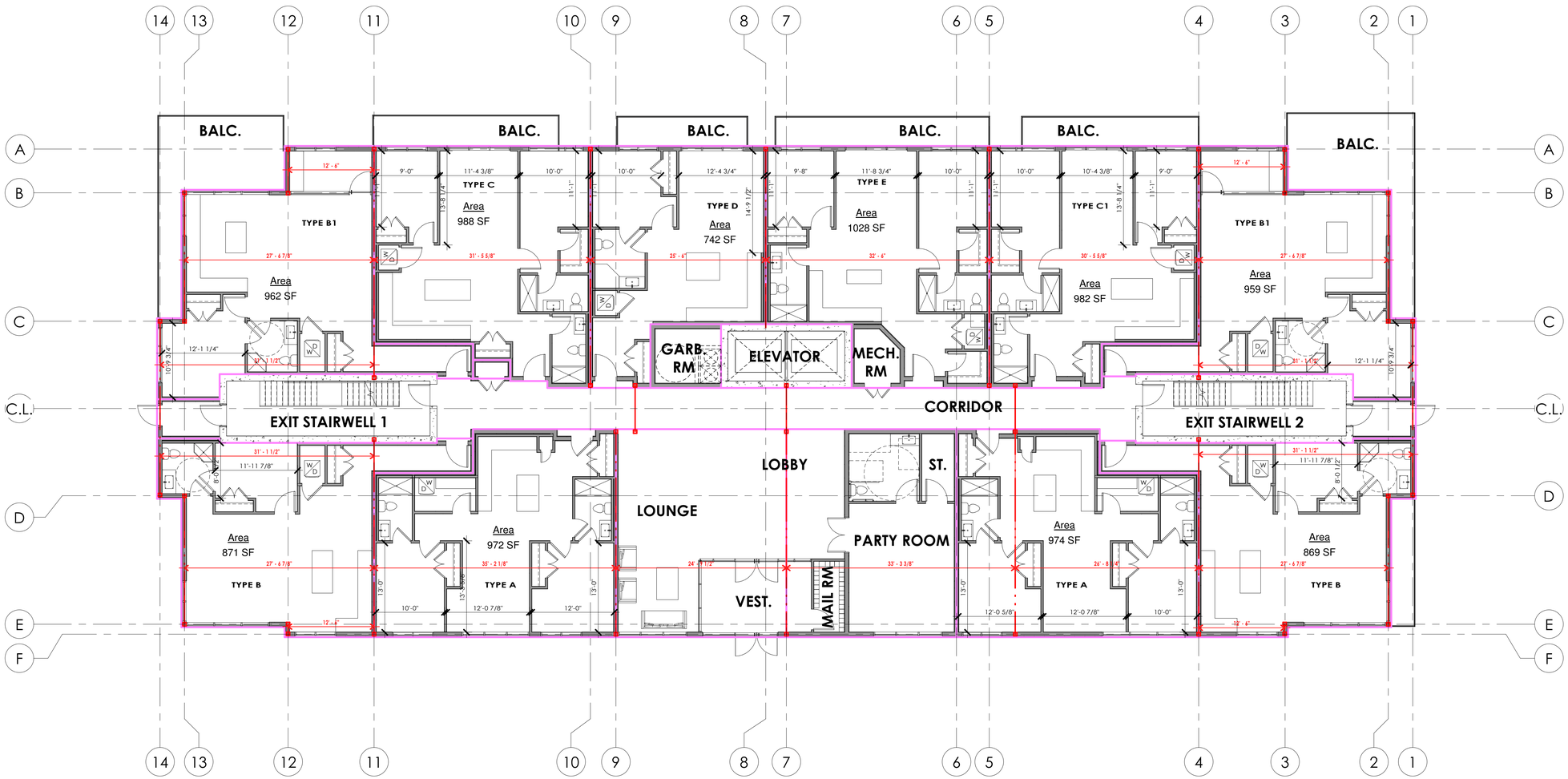
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NIAGARA FALLS

SHEET NAME

TYPICAL BARRIER FREE DETAILS

START DATE	DEC. 2019
DRAWN BY	CMC
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SCALE	1 : 25
PROJECT NO.	119046
DRAWING	A702

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1ST FLOOR PLATE

1 : 100

11,922 SF PER FLOOR

GENERAL NOTES

1ST FLOOR	10 UNITS
2ND - 19TH FLOOR	12 UNITS (216 UNITS)
20TH - 24TH FLOOR	8 UNITS (40 UNITS)
25TH - 7TH FLOOR	6 UNITS (18 UNITS)

TOTAL UNITS: 284 UNITS

BEDROOMS	1 BED	2 BEDS
1ST FLOOR	5	5
2ND - 19TH FLOOR	3 (54)	9 (162)
20TH - 24TH FLOOR	-	8 (40)
25TH - 7TH FLOOR	1 (3)	5 (15)
	62	222

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COMMISSION:

BUILDING C

5536, 5510-5526 FERRY STREET, 5916, 5943 STANLEY AVENUE, NIAGARA FALLS, ON

N

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F.416.462.1564
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m4a 1b3

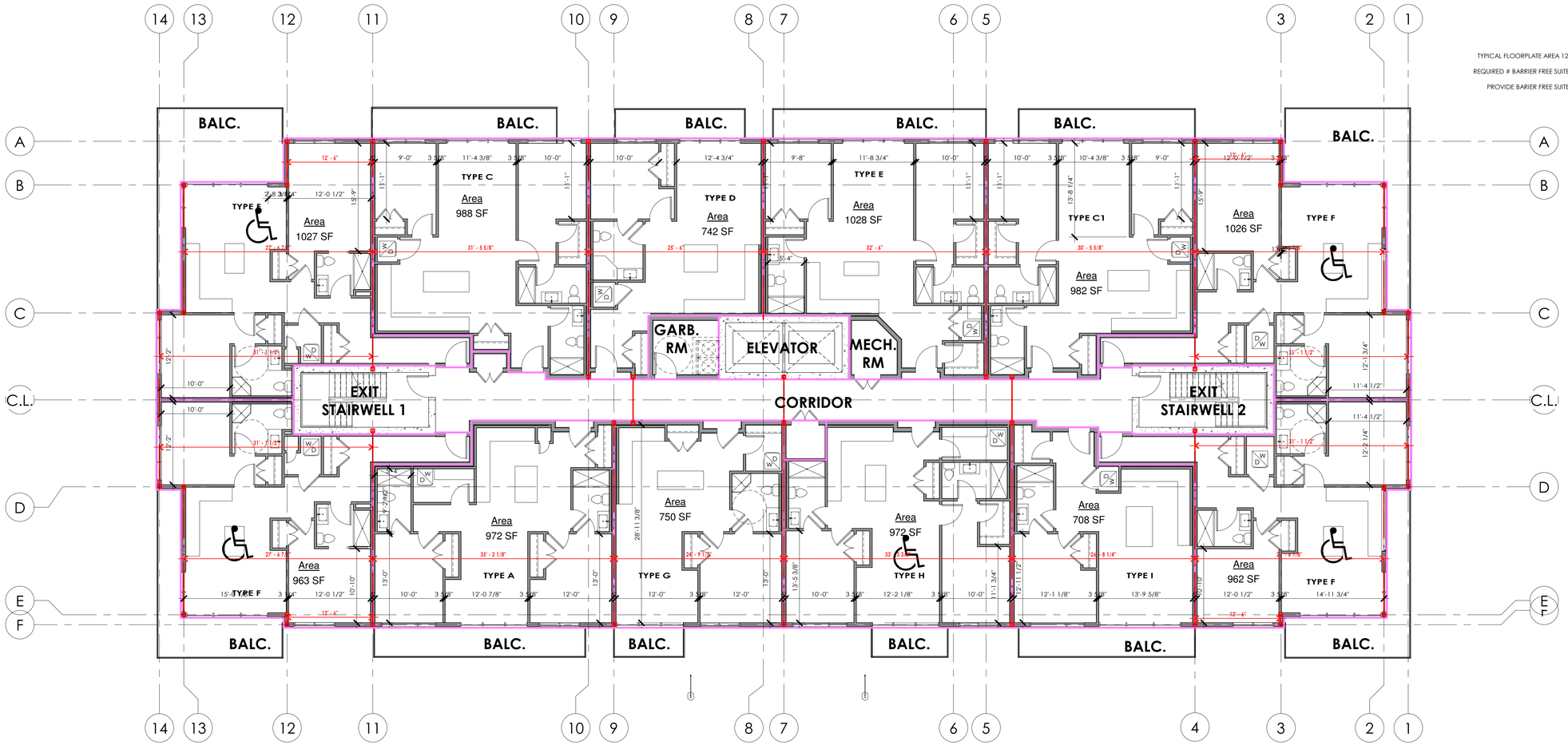
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FIRST FLOOR PLAN

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH
CHECKED BY:	MDA
DATE:	OCT. 2019
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A1



TYPICAL FLOORPLATE AREA 12,522 SQ. FT.

REQUIRED # BARRIER FREE SUITES = 2 (15%)

PROVIDE BARIER FREE SUITES = 5 (41%)

2ND - 19TH FLOOR PLAN

1 : 100

12,096 SF PER FLOOR

GENERAL NOTES

1ST FLOOR	10 UNITS
2ND - 19TH FLOOR	12 UNITS (216 UNITS)
20TH - 24TH FLOOR	8 UNITS (40 UNITS)
25TH - 7TH FLOOR	6 UNITS (18 UNITS)

TOTAL UNITS: 284 UNITS

BEDROOMS	1 BED	2 BEDS
1ST FLOOR	5	5
2ND - 19TH FLOOR	3 (54)	9 (162)
20TH - 24TH FLOOR	-	8 (40)
25TH - 7TH FLOOR	1 (3)	5 (15)
	62	222

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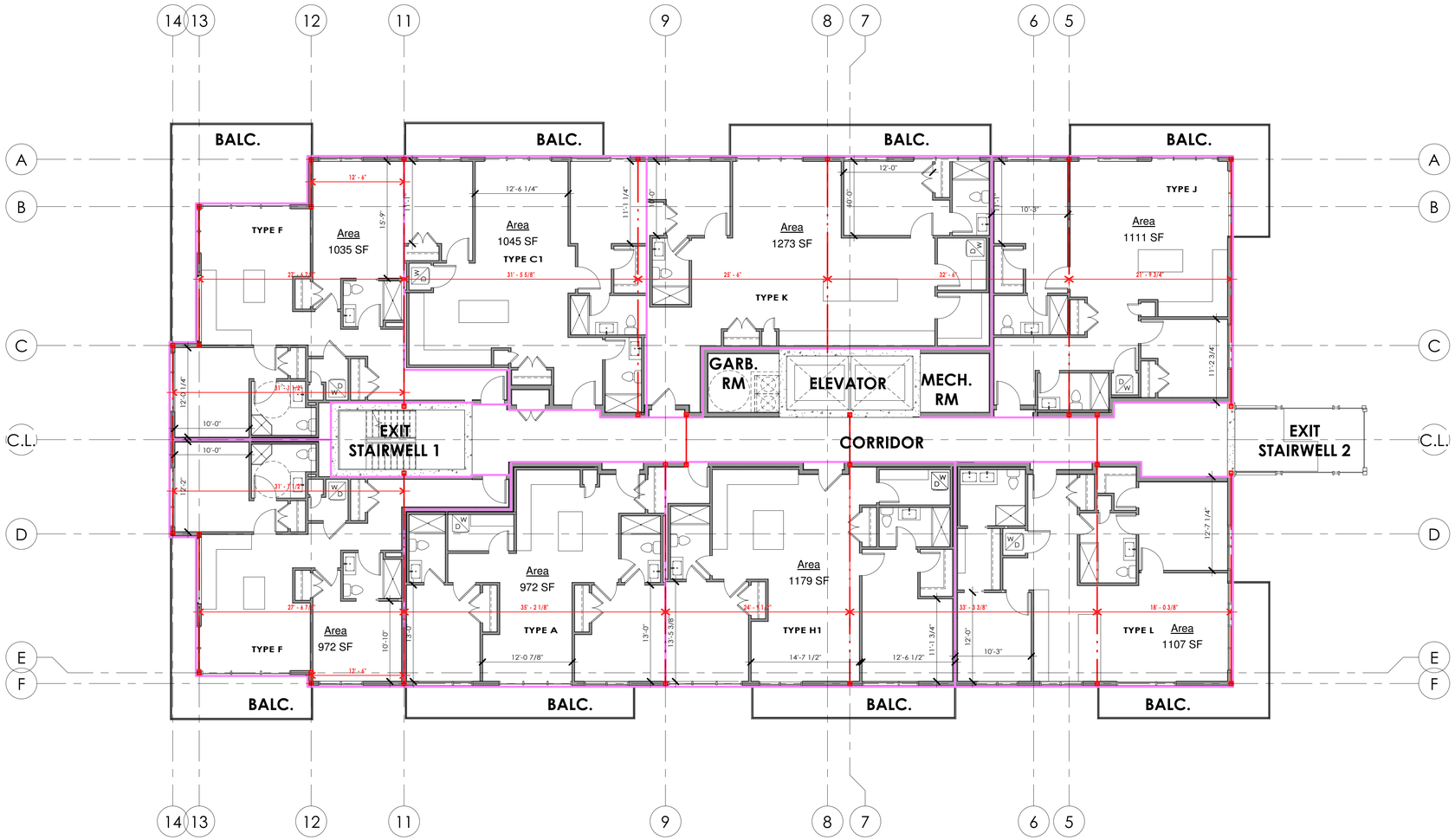
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2ND - 19TH FLOOR PLATE

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Issued for Tender:	
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SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A2



20TH - 24TH FLOOR PLATE

1:100 **9,671 SF PER FLOOR**

GENERAL NOTES

1ST FLOOR	10 UNITS
2ND - 19TH FLOOR	12 UNITS (216 UNITS)
20TH - 24TH FLOOR	8 UNITS (40 UNITS)
25TH - 7TH FLOOR	6 UNITS (18 UNITS)

TOTAL UNITS: 284 UNITS

BEDROOMS	1 BED	2 BEDS
1ST FLOOR	5	5
2ND - 19TH FLOOR	3 (54)	9 (162)
20TH - 24TH FLOOR	-	8 (40)
25TH - 7TH FLOOR	1 (3)	5 (15)
	62	222

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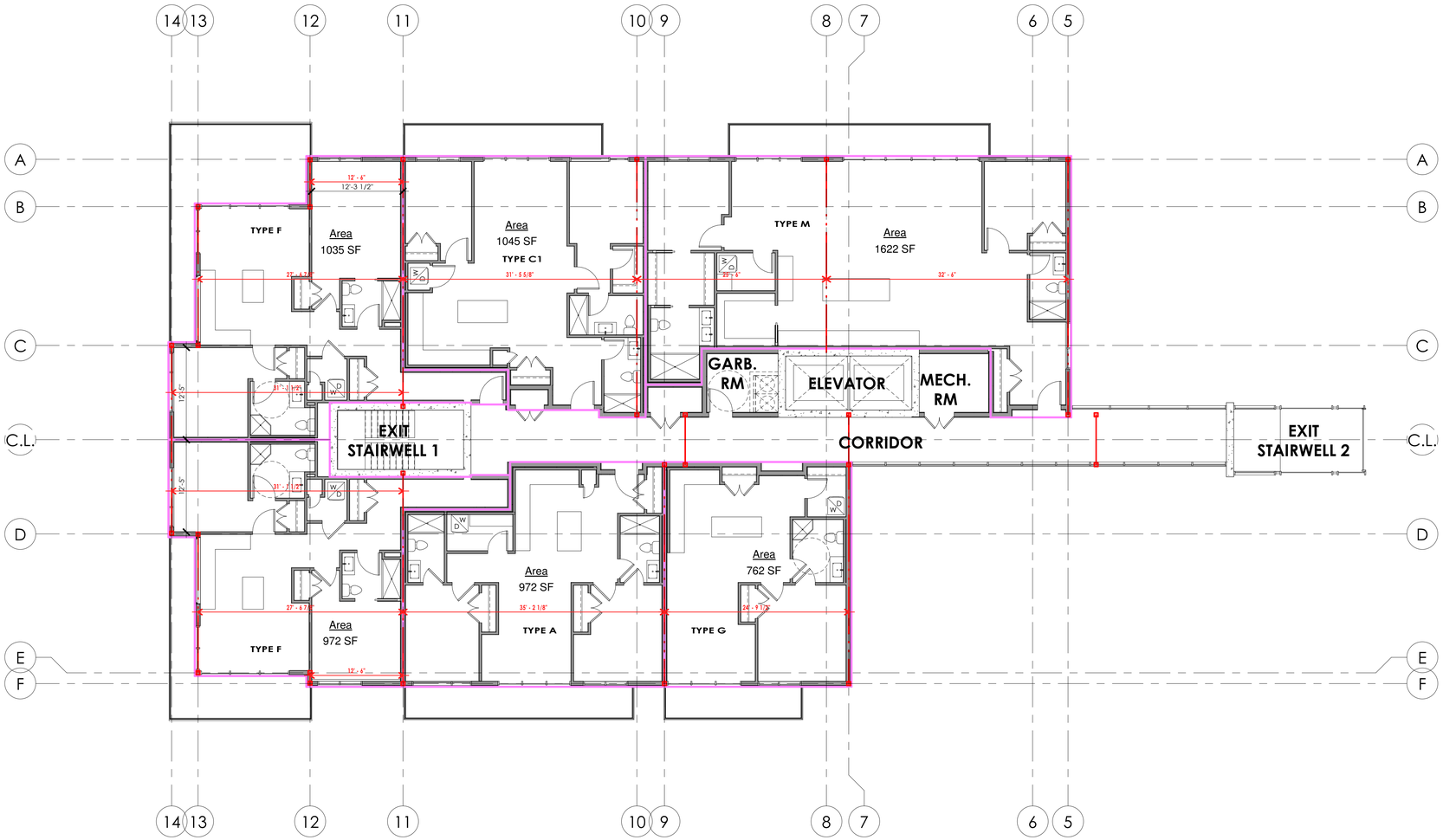
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20TH - 24TH FLOOR PLATE

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Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH
CHECKED BY:	MDA
DATE:	OCT. 2019
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A3



25TH - 27TH FLOOR PLATE

1:100

7,429 SF PER FLOOR

GENERAL NOTES

1ST FLOOR	10 UNITS
2ND - 19TH FLOOR	12 UNITS (216 UNITS)
20TH - 24TH FLOOR	8 UNITS (40 UNITS)
25TH - 7TH FLOOR	6 UNITS (18 UNITS)

TOTAL UNITS: 284 UNITS

BEDROOMS	1 BED	2 BEDS
1ST FLOOR	5	5
2ND - 19TH FLOOR	3 (54)	9 (162)
20TH - 24TH FLOOR	-	8 (40)
25TH - 7TH FLOOR	1 (3)	5 (15)
	62	222

All contractors and/or trades shall verify all dimensions, notes, site and report any discrepancies prior to commencement of the work. This drawing not to be scaled, all drawings, prints and related documents are the property of the architect and must be returned upon request. Reproduction of drawings and related documents in part or in whole is strictly forbidden without written consent. Drawings to be for the purpose for which they are issued.

NO.	DATE:	REVISION:	BY:

COMMISSION:

BUILDING C

5536, 5510-5526 FERRY STREET, 5916, 5943 STANLEY AVENUE, NIAGARA FALLS, ON

N

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F 905.984.5542
st. catharines, ontario
l2m 6s2
architectural office:
100 sunrise ave., suite 102
T 416.462.0389
F 416.462.1954
toronto, ontario
m4a 1b3

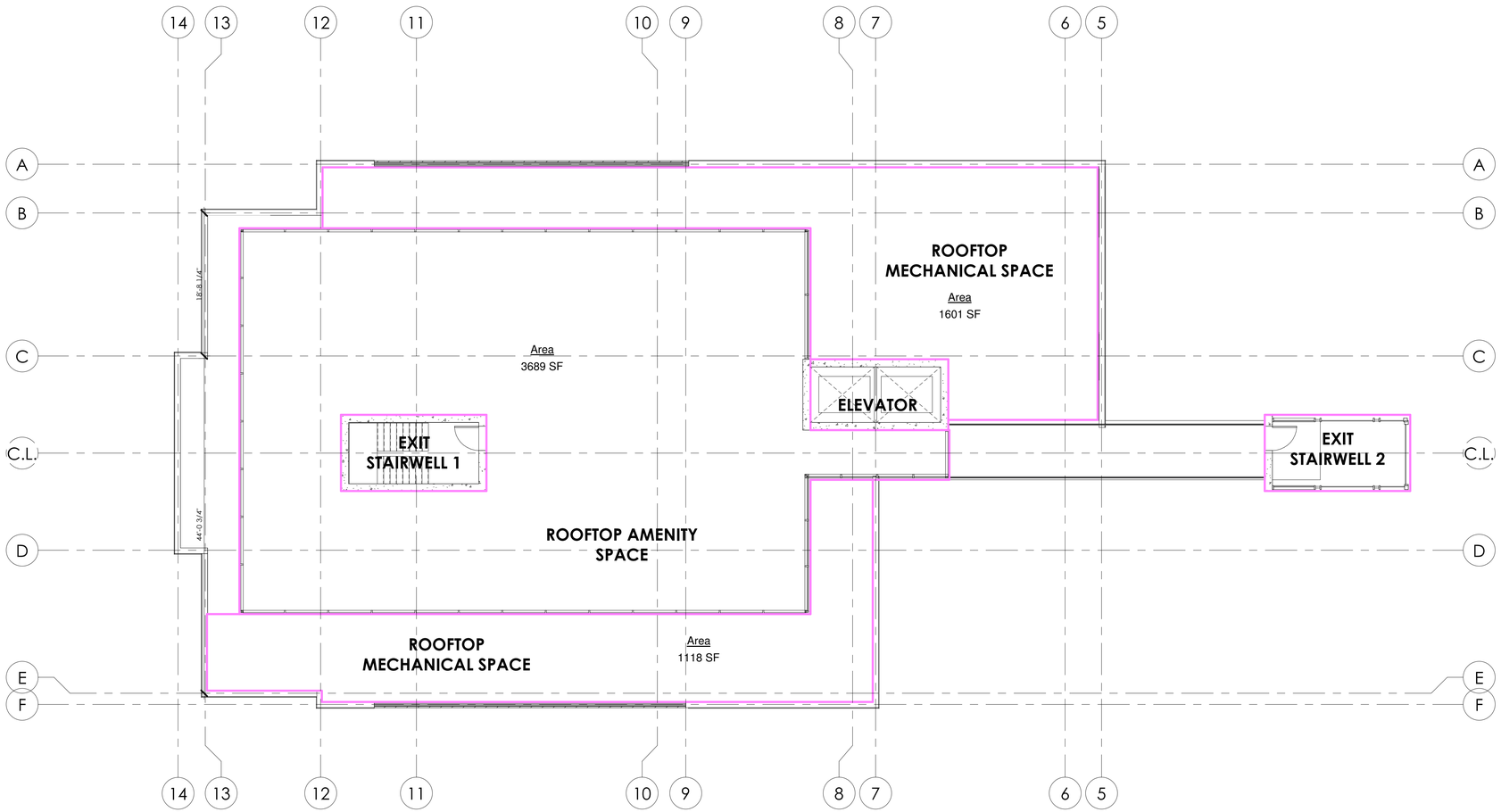
SHEET TITLE:

25TH & 27TH FLOOR PLAN

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH
CHECKED BY:	MDA
DATE:	OCT. 2019
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A4



ROOFTOP PLAN

1 : 100

GENERAL NOTES

1ST FLOOR	10 UNITS
2ND - 19TH FLOOR	12 UNITS (216 UNITS)
20TH - 24TH FLOOR	8 UNITS (40 UNITS)
25TH - 7TH FLOOR	6 UNITS (18 UNITS)

TOTAL UNITS: 284 UNITS

BEDROOMS	1 BED	2 BEDS
1ST FLOOR	5	5
2ND - 19TH FLOOR	3 (54)	9 (162)
20TH - 24TH FLOOR	-	8 (40)
25TH - 7TH FLOOR	1 (3)	5 (15)
	62	222

All contractors and/or trades shall verify all dimensions, notes, site and report any discrepancies prior to commencement of the work. This drawing not to be scaled, all drawings, prints and related documents are the property of the architect and must be returned upon request. Reproduction of drawings and related documents in part or in whole is strictly forbidden without written consent. Drawings to be for the purpose for which they are issued.

NO.	DATE:	REVISION:	BY:

COMMISSION:

BUILDING C

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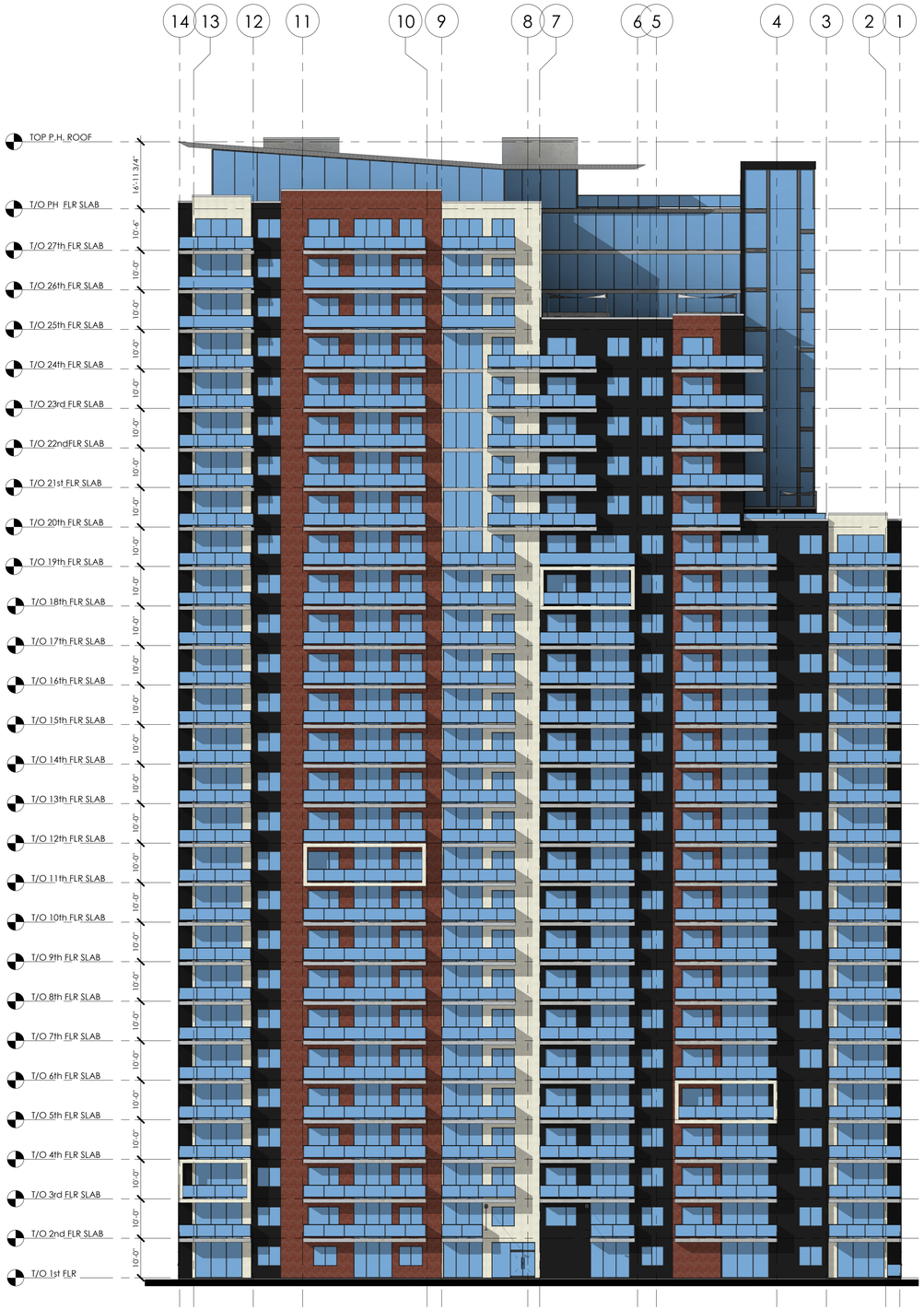
SHEET TITLE:

ROOFTOP TERRACE PLAN

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH
CHECKED BY:	MDA
DATE:	OCT. 2019
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A5



FRONT (WEST) ELEVATION

1:200



LEFT (SOUTH) ELEVATION

1:200

GENERAL NOTES

MATERIAL LEGEND

- BRICK
- LIGHT STUCCO
- DARK STUCCO
- GLAZING

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NO.	DATE:	REVISION:	BY:

COMMISSION:

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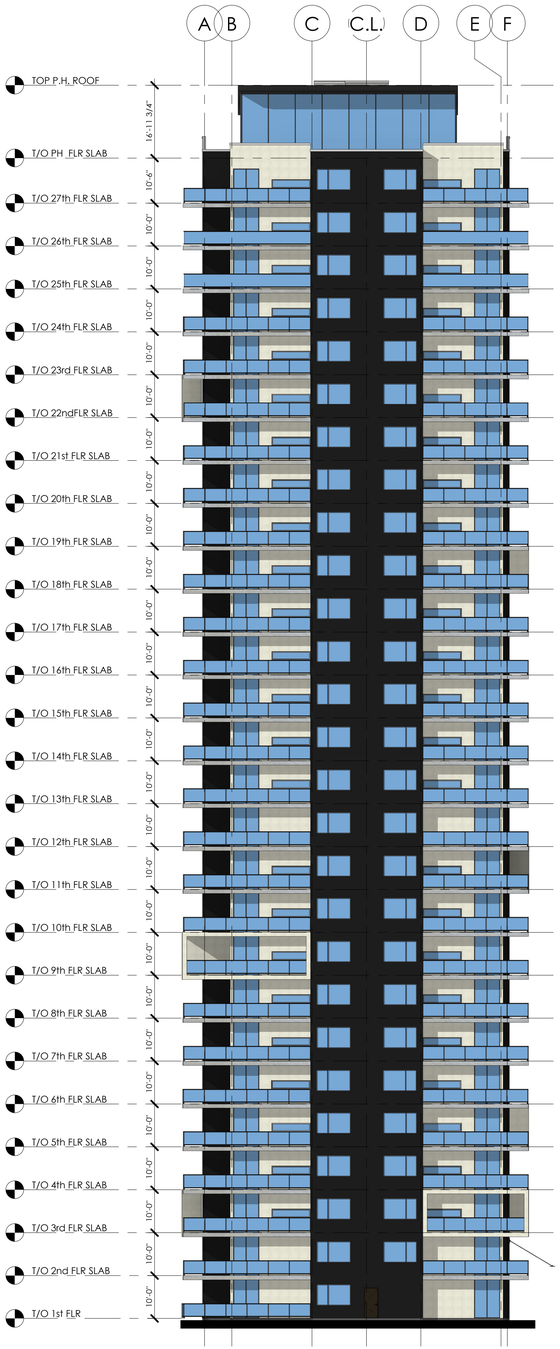
SHEET TITLE:

ELEVATIONS

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH
CHECKED BY:	MDA
DATE:	OCT. 2019
SCALE:	AS SHOWN
PROJECT No.:	2017-282

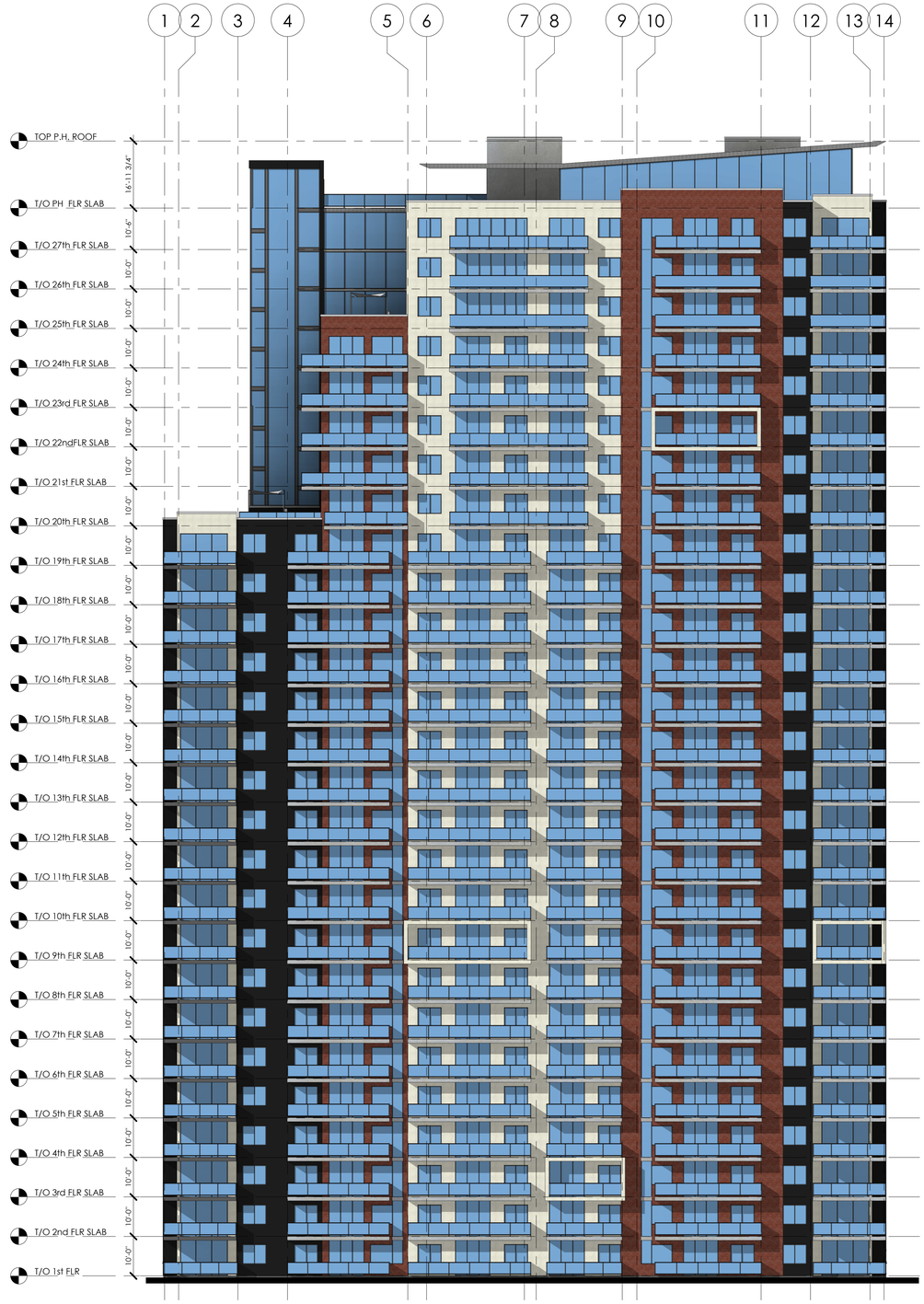
DWG. No.

A6



RIGHT (NORTH) ELEVATION

1:200



REAR (EAST) ELEVATION

1:200

GENERAL NOTES

MATERIAL LEGEND

- BRICK
- LIGHT STUCCO
- DARK STUCCO
- GLAZING

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NO.	DATE:	REVISION:	BY:

COMMISSION:

BUILDING C

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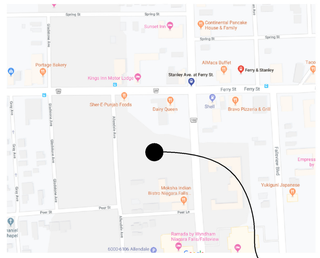
SHEET TITLE:

ELEVATIONS

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH
CHECKED BY:	MDA
DATE:	OCT. 2019
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

A7



KEY PLAN

NTS

SITE LOCATION

SITE STATS

LOT AREA
10 923 SQ.M = 117,573 SF = 2.67 ACRES = 1.09 HECTARE

BUILDING AREA (GROUND)

BLDG. A	1,205 SQ.M.	12,977 SF	11.03%
BLDG. B	1,869 SQ.M.	20,124 SF	17.11%
BLDG. C	1,163 SQ.M.	12,521 SF	10.64%

LOT COVERAGE (INC. CANOPIES, SECOND FLOOR)

BLDG. A	1,594 SQ.M.	17,159 SF	14.59%
BLDG. B	2,115 SQ.M.	22,770 SF	19.36%
BLDG. C	1,395 SQ.M.	15,020 SF	12.77%

LANDSCAPING
3,040 SQ.M. 32,731 SF 28.41%

PAVED AREA (ASPHALT)
2,808 SQ.M. 30,228 SF 25.71%

BUILDING HEIGHT

BLDG. A	25.7M	84'-4"
BLDG. B	21.8M	71'-7"
BLDG. C	93.6M	307'-2"

BUILDING STATS

BLDG. A 65 RESIDENTIAL UNITS
9,612 SF COMMERCIAL SPACE
(EACH RETAIL STORE TO HAVE A MAXIMUM FLOOR AREA OF NOT MORE THAN 400 M2)

BLDG. B 148 HOTEL UNITS
10,598 SF COMMERCIAL SPACE
1,808 SF OFFICE SPACE
(EACH RETAIL STORE TO HAVE A MAXIMUM FLOOR AREA OF NOT MORE THAN 400 M2)

BLDG. C 285 RESIDENTIAL UNITS

TOTAL RESIDENTIAL UNITS	350	
TOTAL HOTEL UNITS	148	
TOTAL COMMERCIAL SPACE	20,210 SF	1,878 SQ.M.
TOTAL OFFICE SPACE	1,808 SF	168 SQ.M.

PARKING
PROVIDED:

SURFACE PARKING	48 SPACES
UNDERGROUND PARKING LEVEL -1 PLAN	233 SPACES
UNDERGROUND PARKING LEVEL -2 PLAN	249 SPACES
	TOTAL: 530 SPACES

SITE PLAN BASED ON SURVEY PROVIDED BY 'MATTEWS, CAMERON, HEYWOOD - KERRY T. HOWE SURVEYING LTD.'

REFERENCE FILE: 98-514

KEY PLAN:

- DENOTES PROPERTY LINE
- DENOTES FUTURE ROAD WIDENING
- DENOTES EXTENT OF UNDERGROUND PARKING STRUCUTRE
- DENOTES 6m FIRE ACCESS ROUTE
- DENOTES GARBAGE TRUCK ROUTE
- DENOTES LANDSCAPED AREA
- DENOTES LANDSCAPE PAVERS
- DENOTES SIDEWALK

SITE PLAN

1:250

GENERAL NOTES

NO.	DATE:	REVISION:	BY:
1	DEC. 05 / 19	ISS. FOR SITE PLAN APP.	CH

COMMISSION:

MIXED-USED DEVELOPMENT

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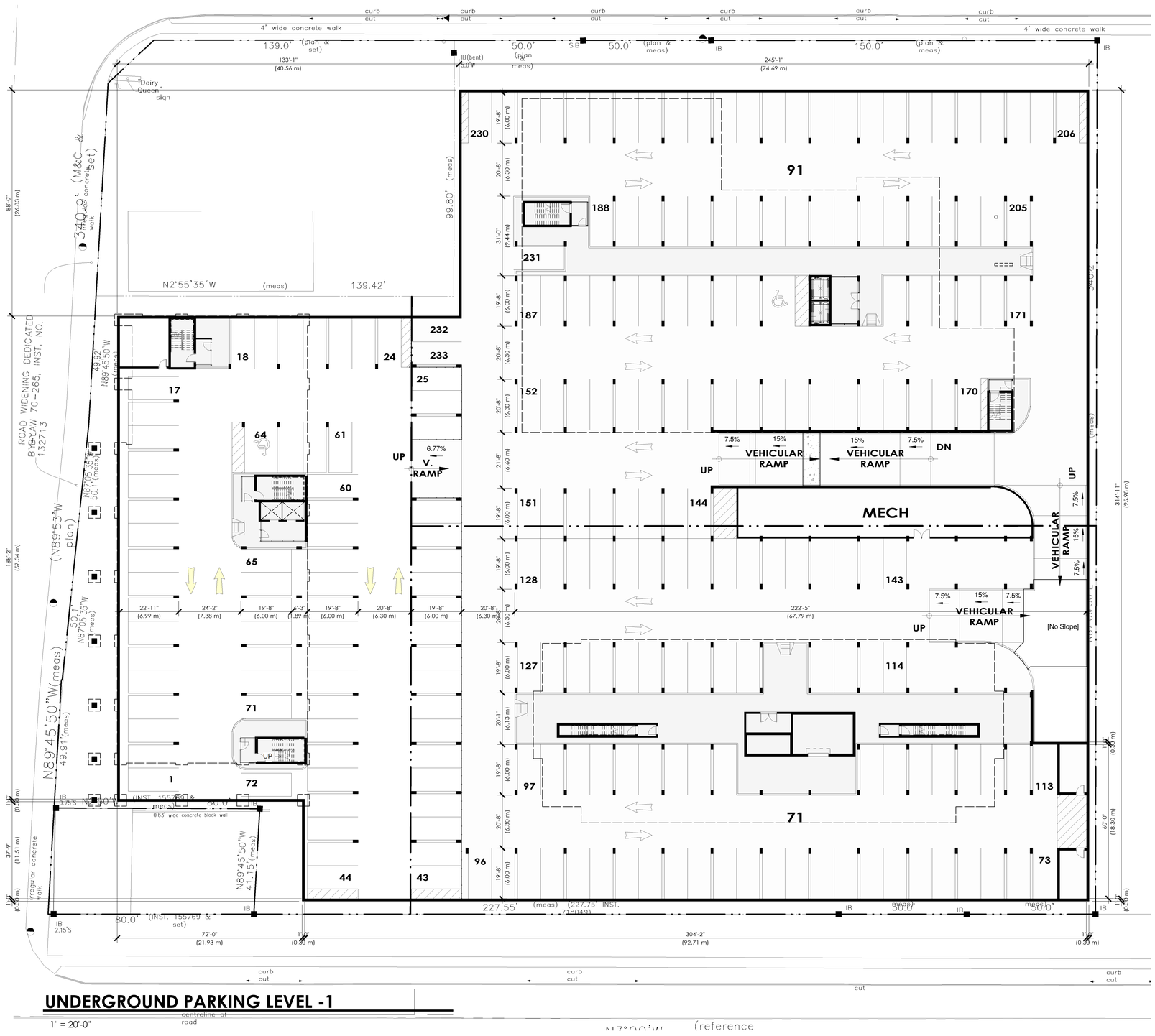
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SHEET TITLE:

SITE PLAN

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH
CHECKED BY:	MDA
DATE:	MAY 2018
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No. .SP1



UNDERGROUND PARKING LEVEL -1

1" = 20'-0"

GENERAL NOTES

NO.	DATE:	REVISION:	BY:
1	DEC. 05 / 19	ISS. FOR SITE PLAN APP.	CH

COMMISSION:

MIXED-USED DEVELOPMENT

5536, 5510-5526 FERRY STREET, 5916, 5943 STANLEY AVENUE, NIAGARA FALLS, ON

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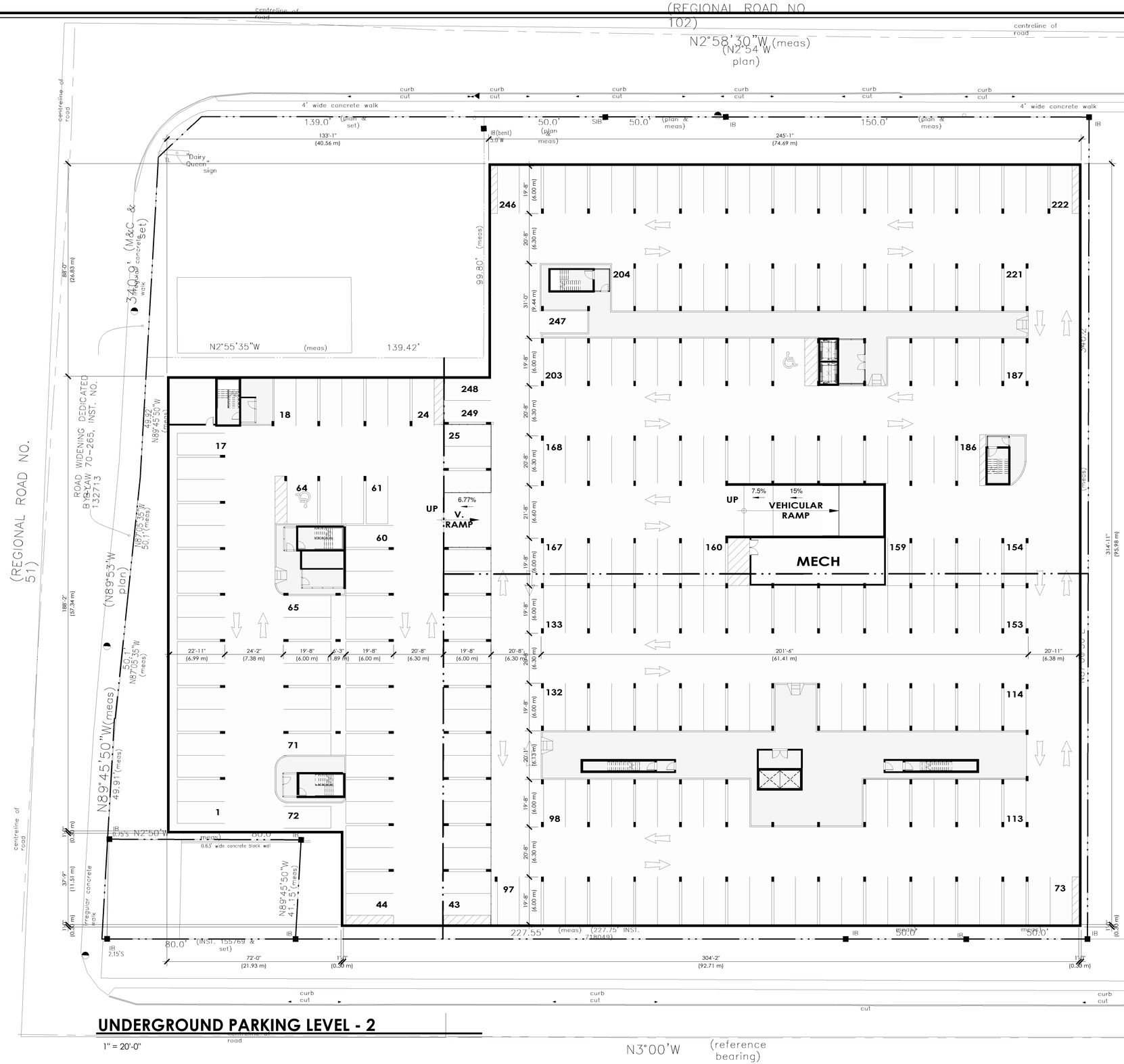
SHEET TITLE:

UNDERGROUND PARKING LEVEL -1

Issued for Re-Zoning	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH
CHECKED BY:	MDA
DATE:	MAY 2018
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

UG P1



UNDERGROUND PARKING LEVEL - 2

1" = 20'-0"

GENERAL NOTES

NO.	DATE:	REVISION:	BY:
1	DEC. 05 / 19	ISS. FOR SITE PLAN APP.	CH

COMMISSION:

MIXED-USED DEVELOPMENT

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F 905.984.5542
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l2m 6s2

architectural office:
100 sunrise ave., suite 102
T 416.462.0389
F 416.462.1094
toronto, ontario
m4a 1b3

SHEET TITLE:

UNDERGROUND PARKING LEVEL -2

Issued for Re-Zoning:	
Issued for Site Plan Agreement:	
Issued for Permit:	
Issued for Tender:	
Issued for Construction:	
DRAWN BY:	CH
CHECKED BY:	MDA
DATE:	MAY 2018
SCALE:	AS SHOWN
PROJECT No.:	2017-282

DWG. No.

UG P2

TAB 3

This is **Exhibit "3"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 1-1462
Job# 1462
Invoice Date: May 31, 2020
PO#
Terms

	Total Billed to Date	Previously Billed	Current Billing
Job Costs Attached	$ 24,588.00	$ -	$ 24,588.00
Subtotal	24,588.00	-	24,588.00
Plus HST#100704741	3,196.44	-	3,196.44
Total this billing	$ 27,784.44	$ -	$ 27,784.44

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

wsib ONTARIO

Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale et appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	007010: Non-Exempt Partners and Executive Officers in Construction - G1 236220: Commercial and institutional building construction	A0000GXUW5	20-May-2020 to 19-Aug-2020

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de larticle 141 de la *Loi sur la sécurité professionnelle et lassurance contre les accidents du travail*, la WSIB renonce à son droit de tenir lentrepreneur principal (lentreprise qui a conclu une entente contractuelle avec lentrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que lentrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

BUTTCON STAFF TIMESHEET

JOB#1462

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month May 2020

Week Ending	08-May	15-May	22-May	29-May	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:							
Director of Estimating & Pre-Construction	4	2	0	8	**14**	**$ 166.00**	**$ 2,324.00**
Senior Project Manager	0	0	0	0	**0**	**$ 137.00**	**$ -**
Project Coordinator	0	0	8	15	**23**	**$ 74.00**	**$ 1,702.00**
General Superintendent	1	22	24	19	**66**	**$ 139.00**	**$ 9,174.00**
Project Estimator	40	38	32	36	**146**	**$ 78.00**	**$ 11,388.00**
Procurement Manager	0	0	0	0	**0**	**$ 123.00**	**$ -**
Procurement Coordinator	0	0	0	0	**0**	**$ 78.00**	**$ -**
Scheduler	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	**0**	**$ 93.00**	**$ -**
					0		
					0		
					0		
					0		
TOTAL HOURS	45	62	64	78	**249**	**TOTAL(excl HST)**	**$ 24,588.00**

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 2-1462
Job# 1462
Invoice Date: June 30, 2020
PO#
Terms

	Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached	$ 35,332.00	$ 24,588.00	$ 10,744.00
Subtotal	35,332.00	24,588.00	10,744.00
Plus HST#100704741	4,593.16	3,196.44	1,396.72
Total this billing	$ 39,925.16	$ 27,784.44	$ 12,140.72

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8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

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Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

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BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	007010: Non-Exempt Partners and Executive Officers in Construction - G1 236220: Commercial and institutional building construction	A0000GXUW5	20-May-2020 to 19-Aug-2020

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de larticle 141 de la *Loi sur la sécurité professionnelle et lassurance contre les accidents du travail*, la WSIB renonce à son droit de tenir lentrepreneur principal (lentreprise qui a conclu une entente contractuelle avec lentrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que lentrepreneur pourrait lui devoir pour la période de validité indiquée.

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Siège social : 200, rue Front Ouest
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1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month June 2020

Week Ending	05-Jun	12-Jun	19-Jun	26-Jun	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:							
Director of Estimating & Pre-Construction	0	4	3	0	**7**	**$ 166.00**	**$ 1,162.00**
Senior Project Manager	0	0	0	0	**0**	**$ 137.00**	**$ -**
Project Coordinator	4	0	5	8	**17**	**$ 74.00**	**$ 1,258.00**
General Superintendent	0	1	1	0	**2**	**$ 139.00**	**$ 278.00**
Project Estimator	56	40	2	0	**98**	**$ 78.00**	**$ 7,644.00**
Procurement Manager	0	0	1	1	**2**	**$ 123.00**	**$ 246.00**
Procurement Coordinator	0	0	0	2	**2**	**$ 78.00**	**$ 156.00**
Scheduler	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	**0**	**$ 93.00**	**$ -**
					0		
					0		
					0		
					0		
TOTAL HOURS	60	45	12	11	**128**	**TOTAL(excl HST)**	**$ 10,744.00**

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 3-1462
Job# 1462
Invoice Date: July 31, 2020
PO#
Terms

	Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached	$ 44,333.00	$ 35,332.00	$ 9,001.00
Subtotal	44,333.00	35,332.00	9,001.00
Plus HST#100704741	5,763.29	4,593.16	1,170.13
Total this billing	$ 50,096.29	$ 39,925.16	$ 10,171.13

Please make payments payable to:
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Concord, Ontario
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Contractor legal or trade name / Raison sociale et appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	007010: Non-Exempt Partners and Executive Officers in Construction - G1 236220: Commercial and institutional building construction	A0000GXUW5	20-May-2020 to 19-Aug-2020

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de larticle 141 de la *Loi sur la sécurité professionnelle et lassurance contre les accidents du travail*, la WSIB renonce à son droit de tenir lentrepreneur principal (lentreprise qui a conclu une entente contractuelle avec lentrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que lentrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month July 2020

Week Ending	July 3rd	July 10th	July 17th	July 24th	July 31st	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	0	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	0	0	0	0	0	**0**	**$ 137.00**	**$ -**
Project Coordinator	8	6	14	8	8	**44**	**$ 74.00**	**$ 3,256.00**
General Superintendent	0	0	3	0	0	**3**	**$ 139.00**	**$ 417.00**
Project Estimator	2	2	16	4	8	**32**	**$ 78.00**	**$ 2,496.00**
Procurement Manager	0	0	4	0	0	**4**	**$ 123.00**	**$ 492.00**
Procurement Coordinator	8	4	4	8	6	**30**	**$ 78.00**	**$ 2,340.00**
Scheduler	0	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	0	**0**	**$ 93.00**	**$ -**
						0		
						0		
						0		
						0		
TOTAL HOURS	18	12	41	20	22	**113**	**TOTAL(excl HST)**	**$ 9,001.00**

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 4-1462
Job# 1462
Invoice Date: August 31, 2020
PO#
Terms

	Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached	$ 64,150.00	$ 44,333.00	$ 19,817.00
Subtotal	64,150.00	44,333.00	19,817.00
Plus HST#100704741	8,339.50	5,763.29	2,576.21
Total this billing	$ 72,489.50	$ 50,096.29	$ 22,393.21

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	007010: Non-Exempt Partners and Executive Officers in Construction - G1 236220: Commercial and institutional building construction	A0000H4IHT	20-Aug-2020 to 19-Nov-2020

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

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Siège social : 200, rue Front Ouest
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employeraccounts@wsib.on.ca | wsib.ca

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month ~~July 2020~~ Should read August 2020

Week Ending	August 7th	August 14th	August 21st	August 28th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:							
Director of Estimating & Pre-Construction	3	0	2	4	**9**	**$ 166.00**	**$ 1,494.00**
Senior Project Manager	0	0	0	0	**0**	**$ 137.00**	**$ -**
Project Coordinator	0	8	9	20	**37**	**$ 74.00**	**$ 2,738.00**
General Superintendent	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	21	23	28	13	**85**	**$ 78.00**	**$ 6,630.00**
Procurement Manager	4	12	15	12	**43**	**$ 123.00**	**$ 5,289.00**
Procurement Coordinator	10	14	13	10	**47**	**$ 78.00**	**$ 3,666.00**
Scheduler	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	**0**	**$ 93.00**	**$ -**
					0		
					0		
					0		
					0		
TOTAL HOURS	38	57	67	59	**221**	**TOTAL(excl HST)**	**$ 19,817.00**

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 5-1462
Job# 1462
Invoice Date: September 30, 2020
PO#
Terms

	Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached	$ 76,724.00	$ 64,150.00	$ 12,574.00
Subtotal	76,724.00	64,150.00	12,574.00
Plus HST#100704741	9,974.12	8,339.50	1,634.62
Total this billing	$ 86,698.12	$ 72,489.50	$ 14,208.62

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	007010: Non-Exempt Partners and Executive Officers in Construction - G1 236220: Commercial and institutional building construction	A0000H4IHT	20-Aug-2020 to 19-Nov-2020

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month September 2020

Week Ending	September 4th	September 11th	September 18th	September 25th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:							
Director of Estimating & Pre-Construction	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	0	0	0	0	**0**	**$ 137.00**	**$ -**
Project Coordinator	20	16	20	30	**86**	**$ 74.00**	**$ 6,364.00**
General Superintendent	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	12	12	10	0	**34**	**$ 123.00**	**$ 4,182.00**
Procurement Coordinator	11	5	6	4	**26**	**$ 78.00**	**$ 2,028.00**
Scheduler	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	**0**	**$ 93.00**	**$ -**
					0		
					0		
					0		
					0		
TOTAL HOURS	43	33	36	34	**146**	**TOTAL(excl HST)**	**$ 12,574.00**

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

R Invoice: 6-1462
Job# 1462
Invoice Date: October 31, 2020
PO#
Terms

	Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached	$ 112,110.00	$ 76,724.00	$ 35,386.00
Less Agreed Reduction	(12,000.00)	-	(12,000.00)
Subtotal	100,110.00	76,724.00	23,386.00
Plus HST#100704741	13,014.30	9,974.12	3,040.18
Total this billing	$ 113,124.30	$ 86,698.12	$ 26,426.18

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month October 2020

Week Ending	October 2nd	October 9th	October 16th	October 23th	October 30th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	0	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	0	40	40	40	40	**160**	**$ 137.00**	**$ 21,920.00**
Project Coordinator	20	20	20	20	20	**100**	**$ 74.00**	**$ 7,400.00**
General Superintendent	0	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	10	10	4	5	7	**36**	**$ 123.00**	**$ 4,428.00**
Procurement Coordinator	4	3	4	4	6	**21**	**$ 78.00**	**$ 1,638.00**
Scheduler	0	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	0	**0**	**$ 93.00**	**$ -**
						0		
						0		
						0		
						0		
TOTAL HOURS	34	73	68	69	73	**317**	**TOTAL(excl HST)**	**$ 35,386.00**

Agreed Deduction -10,000.00
Revised Total $25,386.00

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

R
Invoice: 7-1462
Job# 1462
Invoice Date: November 30, 2020
PO#
Terms

	Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached	$ 142,420.00	$ 112,110.00	$ 30,310.00
Less Agreed Reduction	(23,016.00)	(10,000.00)	(13,016.00)
Subtotal	119,404.00	102,110.00	17,294.00
Plus HST#100704741	15,522.52	13,274.30	2,248.22
Total this billing	$ 134,926.52	$ 115,384.30	$ 19,542.22

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month November 2020

Week Ending	November 6th	November 13th	November 20th	November 27th	November 30th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	2	0	0	0	0	**2**	**$ 166.00**	**$ 332.00**
Senior Project Manager	40	40	40	40	8	**168**	**$ 137.00**	**$ 23,016.00**
Project Coordinator	14	8	0	0	0	**22**	**$ 74.00**	**$ 1,628.00**
General Superintendent	0	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	4	4	5	5	0	**18**	**$ 123.00**	**$ 2,214.00**
Procurement Coordinator	10	8	10	12	0	**40**	**$ 78.00**	**$ 3,120.00**
Scheduler	0	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	0	**0**	**$ 93.00**	**$ -**
TOTAL HOURS	70	60	55	57	8	**250**	**TOTAL(excl HST)**	**$ 30,310.00**
							Less Re PM	**- 13,016.00**
							Revised Total	**17,294.00**

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

R Invoice: 7-1462
Job# 1462
Invoice Date: November 30, 2020
PO#
Terms

	Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached	$ 142,420.00	$ 112,110.00	$ 30,310.00
Less Agreed Reduction	(25,016.00)	(12,000.00)	(13,016.00)
Subtotal	117,404.00	100,110.00	17,294.00
Plus HST#100704741	15,262.52	13,014.30	2,248.22
Total this billing	$ 132,666.52	$ 113,124.30	$ 19,542.22

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 8-1462
Job# 1462
Invoice Date: December 31, 2020
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 174,179.00	$ 142,420.00	$ 31,759.00
Less Agreed Reduction		(39,320.00)	(23,016.00)	(16,304.00)
Subtotal	A	134,859.00	119,404.00	15,455.00
Additional Costs				
Labourers		5,165.00	-	5,165.00
Material	Boxx Modular	1,800.00	-	1,800.00
Subtrade	Multiview	14,126.00	-	14,126.00
Total Additional Costs	B	21,091.00		21,091.00
Total Combined Costs	A+B	155,950.00	119,404.00	36,546.00
Plus HST#100704741		20,273.50	15,522.52	4,750.98
Total this billing		$ 176,223.50	$ 134,926.52	$ 41,296.98

Please make payments payable to:
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8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

Your clearance(s) / Vos certificats de décharge

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BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	007010: Non-Exempt Partners and Executive Officers in Construction - G1 236220: Commercial and institutional building construction	A0000H8WYJ	20-Nov-2020 to 19-Feb-2021

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employeraccounts@wsib.on.ca | wsib.ca

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month December 2020

Week Ending	December 4th	December 11 th	December 18th	December 25th	December 31th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	0	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	32	40	40	40	40	**192**	**$ 137.00**	**$ 26,304.00**
Project Coordinator	0	8	8	8	11	**35**	**$ 74.00**	**$ 2,590.00**
General Superintendent	0	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	3	0	0	0	0	**3**	**$ 123.00**	**$ 369.00**
Procurement Coordinator	6	14	12	0	0	**32**	**$ 78.00**	**$ 2,496.00**
Scheduler	0	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	0	**0**	**$ 93.00**	**$ -**
						0		
						0		
						0		
TOTAL HOURS	41	62	60	48	51	**262**	**TOTAL(excl HST)**	**$ 31,759.00**
							Less Re PM	**$ (16,304.00)**
							Total revised Amount	**$ 15,455.00**

ACCT. PERIOD FIRST to Dec-2020
PRINT ACTIVITIES? - YES
REPORT TYPE - DETAILS

BUTTCON LIMITED
Monthly Payment Claim

CLASS CODE	DESCRIPTION	COST TYPE	ACCT. DATE	CONTRACTOR	P.O. NUMBER	P.O. Date	Rev No.	Issue Number	COMM. TO DATE	COMM. OUTSTANDING	COMM. HOURS	RATE	INVOICE NUMBER	INV. DATE	INV AMOUNT
1462	STANLEY DISTR. DEVELMT (BLDG A,B & C														
1	**GENERAL CONDITIONS**														
1810	Clean Up Weekly	LB	9/1/2020	TORONTO LABOURER REG HRS			0	0	1,280.00	0.00	16.00	80.00			1,280.00
		LB	9/1/2020	TORONTO LABOURER TRAVEL EXP /P			0	0	18.00	0.00	2.00	9.00			18.00
		LB	10/1/2020	TORONTO LABOURER REG HRS			0	0	1,280.00	0.00	16.00	80.00			1,280.00
ACTIVITY 1810	Clean Up Weekly TOTAL								2,578.00	0.00	34.00	.	.	.	2,578.00
1830	Hoardings, Fences	LB	11/1/2020	TORONTO LABOURER REG HRS			0	0	1,920.00	0.00	24.00	80.00			1,920.00
		LB	11/1/2020	TORONTO LABOURER TRAVEL EXP /P			0	0	18.00	0.00	2.00	9.00			18.00
		LB	12/1/2020	TORONTO LABOURER REG HRS			0	0	640.00	0.00	8.00	80.00			640.00
		LB	12/1/2020	TORONTO LABOURER TRAVEL EXP /P			0	0	9.00	0.00	1.00	9.00			9.00
ACTIVITY 1830	Hoardings, Fences TOTAL								2,587.00	0.00	35.00	.	.	.	2,587.00
CLASS 1	**GENERAL CONDITIONS TOTAL**								5,165.00	0.00	69.00	.	.	.	5,165.00
GRAND TOTAL									5,165.00	0.00	69.00	.	.	.	5,165.00

ACCT. PERIOD FIRST to Dec-2020
PRINT ACTIVITIES? - YES
REPORT TYPE - DETAILS

BUTTCON LIMITED
Monthly Payment Claim

CLASS CODE	DESCRIPTION	COST TYPE	ACCT. DATE	CONTRACTOR	P.O. NUMBER	P.O. Date	Rev No.	Issue Number	COMM. TO DATE	COMM. OUTSTANDING	COMM. HOURS	RATE	INVOICE NUMBER	INV. DATE	INV AMOUNT
1462	STANLEY DISTR. DEVELMT (BLDG A,B & C														
1	**GENERAL CONDITIONS**														
1700	Field Office	MA	12/1/2020	BOXX MODULAR			0	0	900.00	0.00	0.00	0.00	BXSC 31152639	11/1/2020	900.00
		MA	12/1/2020	BOXX MODULAR			0	0	900.00	0.00	0.00	0.00	BXSC 31153224	12/1/2020	900.00
ACTIVITY 1700 Field Office TOTAL									1,800.00	0.00	0.00	.	.	.	1,800.00
CLASS 1 GENERAL CONDITIONS TOTAL									1,800.00	0.00	0.00	.	.	.	1,800.00
GRAND TOTAL									1,800.00	0.00	0.00	.	.	.	1,800.00

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

BOXX MODULAR

INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number	**BXSC 31153224**
Date:	12/01/2020
Terms:	NET 30
Due Date:	12/31/2020
Project:	BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Dec 01,2020	Dec 31,2020	$900.00	$900.00
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	Dec 01,2020	Dec 31,2020	$1,800.00	$1,800.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 34109980.

Subtotal	**$2,700.00**
HST - Ontario	$351.00
Total Tax	$351.00
Total	**$3,051.00**
Applied amount	**$0.00**
Amount Due	**$3,051.00**

If you have any questions or concerns regarding this document please contact:
Name: Shona Cumbers
Phone: (306) 569-0178
Fax: (306) 569-0799
Email: scumbers@blackdiamondgroup.com

1421V-HYATT

1421V-5009
1-1700 $1800.00
218080 $234.00
B# 97751 AW

1462 1469AV-STANLEY DISTRICT

1469AV-2001 1462
1-1700 $900.00
218080 $117.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

BOXX MODULAR

INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number **BXSC 31153224**
Date: 12/01/2020
Terms: NET 30
Due Date: 12/31/2020
Project: BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Dec 01,2020	Dec 31,2020	$900.00	$900.00
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	Dec 01,2020	Dec 31,2020	$1,800.00	$1,800.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 34109980.

Subtotal	**$2,700.00**
HST - Ontario	$351.00
Total Tax	$351.00
Total	**$3,051.00**
Applied amount	**$0.00**
Amount Due	**$3,051.00**

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Fax: (306) 569-0799
Email: scumbers@blackdiamondgroup.com

1421V-HYATT

1421V-5009
1-1700 $1800.00
218080 $234.00
B# 97751 AW

1462 1469AV-STANLEY DISTRICT

1469AV-2001 1462
1-1700 $900.00
218080 $117.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

ACCT. PERIOD FIRST to Dec-2020
PRINT ACTIVITIES? - YES
REPORT TYPE - DETAILS

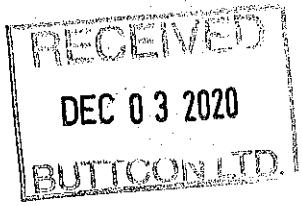
BUTTCON LIMITED
Monthly Payment Claim

CLASS CODE	DESCRIPTION	COST TYPE	ACCT. DATE	CONTRACTOR	P.O. NUMBER	P.O. Date	Rev No.	Issue Number	COMM. TO DATE	COMM. OUTSTANDING	COMM. HOURS	RATE	INVOICE NUMBER	INV. DATE	INV AMOUNT
1462	STANLEY DISTR. DEVELMT (BLDG A,B & C														
1	**GENERAL CONDITIONS**														
1436	Locates	ST	12/1/2020	MULTI VIEW LOCATES INC	1462-5000	12/30/202	0	0	30,380.00	16,254.00	0.00	0.00	23101359	12/30/2020	14,126.00
ACTIVITY 1436 Locates TOTAL									30,380.00	16,254.00	0.00	.	.	.	14,126.00
CLASS 1 GENERAL CONDITIONS TOTAL									30,380.00	16,254.00	0.00	.	.	.	14,126.00
GRAND TOTAL									30,380.00	16,254.00	0.00	.	.	.	14,126.00

multiVIEW
Insight, not hindsight*

HEAD OFFICE
325 Matheson Blvd. East
Mississauga, ON L4Z 1X8
(905) 629-8959
info@multiview.ca
www.multiview.ca

INVOICE



Buttcon Ltd.
8000 Jane Street

Concord ON L4K5B8
Canada

Attention: Accounts Payable

Invoice No :	**23101359**
Invoice Date :	**30/11/2020**
Payment Term :	Due on Receipt
Account No :	10210
Project ID :	47002

Description FSR357144 5955 Stanley Avenue, Niagara Falls, ON
Requested by Mr. Vrbat
Your Reference 1462-5000

Item	Description	Hours/Qty	Unit Price	Total Price
INV FLD	SUE Investigation - QL-B, QL-C, & QL-D	1.000	11,270.000	11,270.00
	Invert Measurements (Included)	1.000		
	Data Collection Activity (Included)	1.000		
INV DIG	Digital Drawing	1.000	2,856.000	2,856.00

1462-STANLEY DISTRICT

1462-5000
1-1436 $14,126.00
218080 $1,836.38
B# 97993 AW

P-OK
WSIB-
GL-

Sub Total	**14,126.00**
HST at 13%	1,836.38
Total CAD	**15,962.38**

2% per month being equivalent to 24% per annum charged on overdue accounts
Please make cheques payable to multiVIEW Locates Inc. at 325 Matheson Blvd. East, Mississauga, ON L4Z 1X8
For EFT transfers, multiVIEW Locates Inc. information is :
SWIFT: TDOMCATT TOR Account: 0315366 Transit: 12752 Branch: 0646 Institution: 004 Email: acct@multiview.ca
GST/HST# 13735 5632 RT0001 QST# 1220703971 TQ0001

Concrete Scanning
Utility Locating
Hydro Excavation & CCTV
Subsurface Utility Engineering
Near Surface Geophysics

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 8-1462
Job# 1462
Invoice Date: December 31, 2020
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 174,179.00	$ 142,420.00	$ 31,759.00
Less Agreed Reductions		(41,320.00)	(25,016.00)	(16,304.00)
Subtotal	A	**132,859.00**	117,404.00	**15,455.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	-	5,165.00
Material	Boxx Modular	1,800.00	-	1,800.00
Subtrade	Multiview	14,126.00	-	14,126.00
Total Additional Costs	B	**21,091.00**		**21,091.00**
Total Combined Costs	A+B	153,950.00	117,404.00	36,546.00
Plus HST#100704741		20,013.50	15,262.52	4,750.98
Total this billing		$ 173,963.50	$ 132,666.52	**$ 41,296.98**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 9-1462
Job# 1462
Invoice Date: January 31, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 214,147.00	$ 174,179.00	$ 39,968.00
Less Agreed Reductions		(53,240.00)	(41,320.00)	(11,920.00)
Subtotal	A	**160,907.00**	132,859.00	**28,048.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	Boxx Modular	2,700.00	1,800.00	900.00
Subtrade	Multiview	22,708.00	14,126.00	8,582.00
Total Additional Costs	B	**30,573.00**	21,091.00	**9,482.00**
Total Combined Costs	A+B	191,480.00	153,950.00	37,530.00
Plus HST#100704741		24,892.40	20,013.50	4,878.90
Total this billing		$ 216,372.40	$ 173,963.50	**$ 42,408.90**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	007010: Non-Exempt Partners and Executive Officers in Construction - G1 236220: Commercial and institutional building construction	A0000H8WYJ	20-Nov-2020 to 19-Feb-2021

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month January 2021

Week Ending	January 8th	January 15th	January 22nd	January 29th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:							
Director of Estimating & Pre-Construction	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	40	40	40	40	**160**	**$ 137.00**	**$ 21,920.00**
Project Coordinator	20	17	30	20	**87**	**$ 74.00**	**$ 6,438.00**
General Superintendent	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	10	10	15	15	**50**	**$ 123.00**	**$ 6,150.00**
Procurement Coordinator	14	17	20	19	**70**	**$ 78.00**	**$ 5,460.00**
Scheduler	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	**0**	**$ 93.00**	**$ -**
					0		
					0		
					0		
					0		
TOTAL HOURS	84	84	105	94	**367**	**TOTAL(excl HST)**	**$ 39,968.00**

lESS AGREED RE S PM -11920

$ **28,048.00**

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

BOXX MODULAR

INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number **BXSC 31153726**
Date: 01/01/2021
Terms: NET 30
Due Date: 01/31/2021
Project: BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Jan 01,2021	Jan 31,2021	$900.00	$900.00
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	Jan 01,2021	Jan 31,2021	$1,800.00	$1,800.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 34110551.

Subtotal	**$2,700.00**
HST - Ontario	$351.00
Total Tax	$351.00
Total	**$3,051.00**
Applied amount	**$0.00**
Amount Due	**$3,051.00**

If you have any questions or concerns regarding this document please contact:
Name: Shona Cumbers
Phone: (306) 569-0178
Fax: (306) 569-0799
Email: scumbers@blackdiamondgroup.com

1421V-HYATT
T.TRELFORD
1421V-5009
1-1700 $1800.00
218080 $234.00
B# 98458 AW

1462-STANLEY DISTRICT
1469AV-2001
1-1700 $900.00
218080 $117.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

HEAD OFFICE
325 Matheson Blvd. East
Mississauga, ON L4Z 1X8
(905) 629-8959
info@multiview.ca
www.multiview.ca

INVOICE

Buttcon Ltd.
8000 Jane Street

Concord ON L4K5B8
Canada

Attention: Accounts Payable

RECEIVED
JAN 26 2021
BUTTCON LTD

Invoice No :	**23101593**
Invoice Date :	**22/01/2021**
Payment Term :	Due on Receipt
Account No :	10210
Project ID :	47002

Description	FSR360620 5955 Stanley Avenue, Niagara Falls,ON
Requested by	Mr. Simo Vrbat
Your Reference	Estimate

Item	Description	Hours/Qty	Unit Price	Total Price
INV FLD	Traffic Management per day	2.000	1,150.000	2,300.00
INV HVAC	1 Test Pit - 1m Deep - Hard Surface	1.000	1,884.000	1,884.00
	1 Test Pit - 2m Deep - Hard Surface	2.000	1,994.000	3,988.00
INV ADM	Permit fee	1.000	410.000	410.00
INV HVAC	Public Utility Notification (Included)	1.000		
	Restoration and Disposal (Included)	1.000		

1462-STANLEY

1462-5000
1-1436 $8582.00
218080 $1115.66
B# 98481 AW

Sub Total	**8,582.00**
HST at 13%	1,115.66
Total CAD	**9,697.66**

2% per month being equivalent to 24% per annum charged on overdue accounts
Please make cheques payable to multiVIEW Locates Inc. at 325 Matheson Blvd. East, Mississauga, ON L4Z 1X8
For EFT transfers, multiVIEW Locates Inc. information is :
SWIFT: TDOMCATT TOR Account: 0315366 Transit: 12752 Branch: 0646 Institution: 004 Email: acct@multiview.ca
GST/HST# 13735 5632 RT0001 QST# 1220703971 TQ0001

Concrete Scanning
Utility Locating
Hydro Excavation & CCTV
Subsurface Utility Engineering
Near Surface Geophysics

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 1462-10
Job# 1462
Invoice Date: February 28, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 240,930.00	$ 214,147.00	$ 26,783.00
Less Agreed Reductions		(53,240.00)	(53,240.00)	-
Subtotal	A	**187,690.00**	**160,907.00**	**26,783.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	Boxx Modular	3,600.00	2,700.00	900.00
Subtrade	Multiview	22,708.00	22,708.00	-
Total Additional Costs	B	**31,473.00**	**30,573.00**	**900.00**
Total Combined Costs	A+B	219,163.00	191,480.00	27,683.00
Plus HST#100704741		28,491.19	24,892.40	3,598.79
Total this billing		$ 247,654.19	$ 216,372.40	**$ 31,281.79**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	007010: Non-Exempt Partners and Executive Officers in Construction - G1 236220: Commercial and institutional building construction	A0000HDZZB	20-Feb-2021 to 19-May-2021

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month February 2021

Week Ending	February 5th	February 12th	February 19th	February 26th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:							
Director of Estimating & Pre-Construction	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	40	24	0	3	**67**	**$ 137.00**	**$ 9,179.00**
Project Coordinator	26	20	0	8	**54**	**$ 74.00**	**$ 3,996.00**
General Superintendent	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	20	20	8	10	**58**	**$ 123.00**	**$ 7,134.00**
Procurement Coordinator	20	22	18	23	**83**	**$ 78.00**	**$ 6,474.00**
Scheduler	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	**0**	**$ 93.00**	**$ -**
					0		
					0		
					0		
					0		
TOTAL HOURS	106	86	26	44	**262**	**TOTAL(excl HST)**	**$ 26,783.00**

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

BOXX MODULAR

INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number	**BXSC 31154302**
Date:	02/01/2021
Terms:	NET 30
Due Date:	03/03/2021
Project:	BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Feb 01,2021	Feb 28,2021	$900.00	$900.00
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	Feb 01,2021	Feb 28,2021	$1,800.00	$1,800.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 34111129.

Subtotal	**$2,700.00**
HST - Ontario	$351.00
Total Tax	$351.00
Total	**$3,051.00**
Applied amount	**$0.00**
Amount Due	**$3,051.00**

If you have any questions or concerns regarding this document please contact:
Name: Shona Cumbers
Phone: (306) 569-0178
Fax: (306) 569-0799
Email: scumbers@blackdiamondgroup.com

1421V-HYATT

1421V-5009
1-1700 $1800.00
218080 $234.00
B# 98712 AW

1462-STANLEY DISTRICT
1469AV-2001
1-1700 $900.00
218080 $117.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 1462-11
Job# 1462
Invoice Date: March 31, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 245,731.00	$ 240,930.00	$ 4,801.00
Less Agreed Reductions		(53,240.00)	(53,240.00)	-
Subtotal	A	**192,491.00**	**187,690.00**	**4,801.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	Boxx Modular	4,500.00	3,600.00	900.00
Subtrade	Multiview	22,708.00	22,708.00	-
Total Additional Costs	B	**32,373.00**	**31,473.00**	**900.00**
Total Combined Costs	A+B	224,864.00	219,163.00	5,701.00
Plus HST#100704741		29,232.32	28,491.19	741.13
Total this billing		$ 254,096.32	$ 247,654.19	**$ 6,442.13**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

Your clearance(s) / Vos certificats de décharge

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Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	007010: Non-Exempt Partners and Executive Officers in Construction - G1 236220: Commercial and institutional building construction	A0000HDZZB	20-Feb-2021 to 19-May-2021

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month March 2021

Week Ending	March 5th	March 12th	March 19th	March 26th	March 31th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	0	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	1	1	0	0	0	**2**	**$ 137.00**	**$ 274.00**
Project Coordinator	2	6	4	0	0	**12**	**$ 74.00**	**$ 888.00**
General Superintendent	0	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	10	5	0	0	0	**15**	**$ 123.00**	**$ 1,845.00**
Procurement Coordinator	14	7	2	0	0	**23**	**$ 78.00**	**$ 1,794.00**
Scheduler	0	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	0	**0**	**$ 93.00**	**$ -**
						0		
						0		
						0		
TOTAL HOURS	27	19	6	0	0	**52**	**TOTAL(excl HST)**	**$ 4,801.00**

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

BOXX MODULAR

INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number	**BXSC 31154873**
Date:	03/01/2021
Terms:	NET 30
Due Date:	03/31/2021
Project:	BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	Mar 01,2021	Mar 31,2021	$1,800.00	$1,800.00
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Mar 01,2021	Mar 31,2021	$900.00	$900.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 31138417.

Subtotal	**$2,700.00**
HST - Ontario	$351.00
Total Tax	$351.00
Total	**$3,051.00**
Applied amount	**$0.00**
Amount Due	**$3,051.00**

If you have any questions or concerns regarding this document please contact:
Name: Paula DeNardis
Phone:
Fax:
Email: pdenardis@boxxmodular.com

1421V-HYATT
T.TRELFORD
1421V-5009
1-1700 $1800.00
218080 $234.00
B# 99177 AW

1462-STANLEY DISTRICT
1469AV-2001
1-1700 $900.00
218080 $117.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 1462-12
Job# 1462
Invoice Date: April 30, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 248,271.00	$ 245,731.00	$ 2,540.00
Less Agreed Reductions		(53,240.00)	(53,240.00)	-
Subtotal	A	**195,031.00**	**192,491.00**	**2,540.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	Boxx Modular	5,400.00	4,500.00	900.00
Subtrade	Multiview	22,708.00	22,708.00	-
Total Additional Costs	B	**33,273.00**	**32,373.00**	**900.00**
Total Combined Costs	A+B	228,304.00	224,864.00	3,440.00
Plus HST#100704741		29,679.52	29,232.32	447.20
Total this billing		$ 257,983.52	$ 254,096.32	**$ 3,887.20**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month April 2021

Week Ending	April 2nd	April 9th	April 16th	April 23rd	April 30th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	0	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	0	0	0	0	0	**0**	**$ 137.00**	**$ -**
Project Coordinator	0	0	6	10	12	**28**	**$ 74.00**	**$ 2,072.00**
General Superintendent	0	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	0	0	0	0	0	**0**	**$ 123.00**	**$ -**
Procurement Coordinator	0	0	0	0	6	**6**	**$ 78.00**	**$ 468.00**
Scheduler	0	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	0	**0**	**$ 93.00**	**$ -**
						0		
						0		
						0		
TOTAL HOURS	0	0	6	10	18	**34**	**TOTAL(excl HST)**	**$ 2,540.00**

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

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INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number	**BXSC 31155446**
Date:	04/01/2021
Terms:	NET 30
Due Date:	05/01/2021
Project:	BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	Apr 01,2021	Apr 30,2021	$1,800.00	$1,800.00
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Apr 01,2021	Apr 30,2021	$900.00	$900.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 31138944.

Subtotal	**$2,700.00**
HST - Ontario	$351.00
Total Tax	$351.00
Total	**$3,051.00**
Applied amount	**$0.00**
Amount Due	**$3,051.00**

If you have any questions or concerns regarding this document please contact:
Name: Paula DeNardis
Phone:
Fax:
Email: pdenardis@boxxmodular.com

1421V-HYATT

1421V-5009
1-1700 $1800.00
218080 $234.00
B# 99775 AW

1462-STANLEY DISTRICT
1469AV-2001
1-1700 $900.00
218080 $117.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 1462-13
Job# 1462
Invoice Date: May 31, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 255,142.00	$ 248,271.00	$ 6,871.00
Less Agreed Reductions		(53,240.00)	(53,240.00)	-
Subtotal	A	**201,902.00**	**195,031.00**	**6,871.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	Boxx Modular	6,300.00	5,400.00	900.00
Subtrade	Multiview	22,708.00	22,708.00	-
Total Additional Costs	B	**34,173.00**	**33,273.00**	**900.00**
Total Combined Costs	A+B	236,075.00	228,304.00	7,771.00
Plus HST#100704741		30,689.75	29,679.52	1,010.23
Total this billing		$ 266,764.75	$ 257,983.52	**$ 8,781.23**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	236220: Commercial and institutional building construction 007060: Non-Exempt Partners and Executive Officers in Construction - G6	A0000HJAWE	20-May-2021 to 19-Aug-2021

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month May 2021

Week Ending	May 2nd	May 9th	May 16th	May 23rd	May 30th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	0	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	0	0	0	0	0	**0**	**$ 137.00**	**$ -**
Project Coordinator	12	20	16	4	16	**68**	**$ 74.00**	**$ 5,032.00**
General Superintendent	0	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	0	1	0	0	0	**1**	**$ 123.00**	**$ 123.00**
Procurement Coordinator	6	4	6	0	6	**22**	**$ 78.00**	**$ 1,716.00**
Scheduler	0	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	0	**0**	**$ 93.00**	**$ -**
						0		
						0		
						0		
TOTAL HOURS	18	25	22	4	22	**91**	**TOTAL(excl HST)**	**$ 6,871.00**

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

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INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number	**BXSC 31156044**
Date:	05/01/2021
Terms:	NET 30
Due Date:	05/31/2021
Project:	BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	May 01,2021	May 31,2021	$900.00	$900.00
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	May 01,2021	May 31,2021	$1,800.00	$1,800.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 31139455.

Subtotal	**$2,700.00**
HST - Ontario	$351.00
Total Tax	$351.00
Total	**$3,051.00**
Applied amount	**$0.00**
Amount Due	**$3,051.00**

If you have any questions or concerns regarding this document please contact:
Name: Samantha Gordon
Phone:
Fax:
Email: sgordon@boxxmodular.com

1421V-HYATT

1421V-5009
1-1700 $1800.00
218080 $234.00
B# 100160 AW

1462-STANLEY DISTRICT
1469AV-2001
1-1700 $900.00
218080 $117.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 1462-14
Job# 1462
Invoice Date: June 30, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 267,430.00	$ 255,142.00	$ 12,288.00
Less Agreed Reductions		(53,240.00)	(53,240.00)	-
Subtotal	A	**214,190.00**	**201,902.00**	**12,288.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	Boxx Modular	7,200.00	6,300.00	900.00
Subtrade	Multiview	22,708.00	22,708.00	-
Total Additional Costs	B	**35,073.00**	**34,173.00**	**900.00**
Total Combined Costs	A+B	249,263.00	236,075.00	13,188.00
Plus HST#100704741		32,404.19	30,689.75	1,714.44
Total this billing		$ 281,667.19	$ 266,764.75	**$ 14,902.44**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month June 2021

Week Ending	June 6th	June 13th	June 20th	June 27th		Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	0	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	0	0	0	0	0	**0**	**$ 137.00**	**$ -**
Project Coordinator	20	20	12	20	0	**72**	**$ 74.00**	**$ 5,328.00**
General Superintendent	0	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	7	3	3	3	0	**16**	**$ 123.00**	**$ 1,968.00**
Procurement Coordinator	20	14	14	16	0	**64**	**$ 78.00**	**$ 4,992.00**
Scheduler	0	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	0	**0**	**$ 93.00**	**$ -**
						0		
						0		
						0		
TOTAL HOURS	47	37	29	39	0	**152**	**TOTAL(excl HST)**	**$ 12,288.00**

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

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INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number	**BXSC 31156661**
Date:	06/01/2021
Terms:	NET 30
Due Date:	07/01/2021
Project:	BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Jun 01,2021	Jun 30,2021	$900.00	$900.00
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	Jun 01,2021	Jun 30,2021	$1,800.00	$1,800.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 31139979.

Subtotal	**$2,700.00**
HST - Ontario	$351.00
Total Tax	$351.00
Total	**$3,051.00**
Applied amount	**$0.00**
Amount Due	**$3,051.00**

If you have any questions or concerns regarding this document please contact:
Name: Samantha Gordon
Phone:
Fax:
Email: sgordon@boxxmodular.com

1421V-HYATT

1421V-5009
1-1700 $1800.00
218080 $234.00
B# 100653 AW

1462-STANLEY DISTRICT
1469AV-2001
1-1700 $900.00
218080 $117.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	236220: Commercial and institutional building construction 007060: Non-Exempt Partners and Executive Officers in Construction - G6	A0000HJAWE	20-May-2021 to 19-Aug-2021

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 1462-15
Job# 1462
Invoice Date: July 31, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 275,708.00	$ 267,430.00	$ 8,278.00
Less Agreed Reductions		(53,240.00)	(53,240.00)	-
Subtotal	A	**222,468.00**	**214,190.00**	**8,278.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	Boxx Modular	8,653.30	7,200.00	1,453.30
Subtrade	Multiview	22,708.00	22,708.00	-
Total Additional Costs	B	**36,526.30**	**35,073.00**	**1,453.30**
Total Combined Costs	A+B	258,994.30	249,263.00	9,731.30
Plus HST#100704741		33,669.26	32,404.19	1,265.07
Total this billing		$ 292,663.56	$ 281,667.19	**$ 10,996.37**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month July 2021

Week Ending	July 4th	July 11th	July 18th	July 25th		Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	0	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	0	0	0	0	0	**0**	**$ 137.00**	**$ -**
Project Coordinator	16	4	8	4	0	**32**	**$ 74.00**	**$ 2,368.00**
General Superintendent	0	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	0	0	0	10	0	**10**	**$ 123.00**	**$ 1,230.00**
Procurement Coordinator	12	14	18	16	0	**60**	**$ 78.00**	**$ 4,680.00**
Scheduler	0	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	0	**0**	**$ 93.00**	**$ -**
						0		
						0		
						0		
TOTAL HOURS	28	18	26	30	0	**102**	**TOTAL(excl HST)**	**$ 8,278.00**

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

BOXX MODULAR

INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number **BXSC 31157692**
Date: 07/05/2021
Terms: NET 30
Due Date: 08/04/2021
Project: BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
	Steps & Landings	2.07	Jun 30,2021	Jul 31,2021	$50.00	$103.30
MU126012EF00486 MU-00486	Delivery of Stairs	1			$450.00	$450.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 31140916.

Subtotal	**$553.30**
HST - Ontario	$71.93
Total Tax	$71.93
Total	**$625.23**
Applied amount	**$0.00**
Amount Due	**$625.23**

If you have any questions or concerns regarding this document please contact:
Name: Samantha Gordon
Phone:
Fax:
Email: sgordon@boxxmodular.com

1462-STANLEY DISTRICT
T.TRELFORD

1-1700 $553.30
218080 $71.93
B# 100895 AW

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

BOXX MODULAR

INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number	**BXSC 31157247**
Date:	07/01/2021
Terms:	NET 30
Due Date:	07/31/2021
Project:	BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Jul 01,2021	Jul 31,2021	$900.00	$900.00
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	Jul 01,2021	Jul 31,2021	$1,800.00	$1,800.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 31140537.

Subtotal	**$2,700.00**
HST - Ontario	$351.00
Total Tax	$351.00
Total	**$3,051.00**
Applied amount	**$0.00**
Amount Due	**$3,051.00**

If you have any questions or concerns regarding this document please contact:
Name: Samantha Gordon
Phone:
Fax:
Email: sgordon@boxxmodular.com

1421V-HYATT

1421V-5009
1-1700 $1800.00
218080 $234.00
B# 101385 AW

1462-STANLEY DISTRICT
1469AV-2001
1-1700 $900.00
218080 $117.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 1462-16
Job# 1462
Invoice Date: August 31, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 281,736.00	$ 275,708.00	$ 6,028.00
Less Agreed Reductions		(53,240.00)	(53,240.00)	-
Subtotal	A	**228,496.00**	**222,468.00**	**6,028.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	Boxx Modular	9,653.30	8,653.30	1,000.00
Material	Chantler's	180.00	-	180.00
Subtrade	Multiview	22,708.00	22,708.00	-
Total Additional Costs	B	**37,706.30**	**36,526.30**	**1,180.00**
Total Combined Costs	A+B	266,202.30	258,994.30	7,208.00
Plus HST#100704741		34,606.30	33,669.26	937.04
Total this billing		$ 300,808.60	$ 292,663.56	**$ 8,145.04**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month August 2021

Week Ending	Aug 1st	Aug 8th	Aug 15th	Aug 22nd	Aug 29th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	0	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	0	0	0	0	0	**0**	**$ 137.00**	**$ -**
Project Coordinator	2	2	2	4	4	**14**	**$ 74.00**	**$ 1,036.00**
General Superintendent	0	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager	0	0	0	0	0	**0**	**$ 123.00**	**$ -**
Procurement Coordinator	8	14	18	16	8	**64**	**$ 78.00**	**$ 4,992.00**
Scheduler	0	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	0	**0**	**$ 93.00**	**$ -**
						0		
						0		
						0		
TOTAL HOURS	10	16	20	20	12	**78**	**TOTAL(excl HST)**	**$ 6,028.00**

Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	236220: Commercial and institutional building construction 007060: Non-Exempt Partners and Executive Officers in Construction - G6	A0000HNREH	20-Aug-2021 to 19-Nov-2021

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

BOXX MODULAR

INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number	**BXSC 31157821**
Date:	08/01/2021
Terms:	NET 30
Due Date:	08/31/2021
Project:	BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
	Steps & Landings	2	Aug 01,2021	Aug 31,2021	$50.00	$100.00
OC24600315OTM0025 ©C-00252	OFFICE COMPLEX	1	Aug 01,2021	Aug 31,2021	$1,800.00	$1,800.00
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Aug 01,2021	Aug 31,2021	$900.00	$900.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 31141092.

Subtotal	**$2,800.00**
HST - Ontario	$364.00
Total Tax	$364.00
Total	**$3,164.00**
Applied amount	**$0.00**
Amount Due	**$3,164.00**

If you have any questions or concerns regarding this document please contact:
Name: Samantha Gordon
Phone:
Fax:
Email: sgordon@boxxmodular.com

1421V-HYATT

1421V-5009
1-1700 $1800.00
218080 $234.00
B# 101525 AW

1462-STANLEY DISTRICT
1469AV-2001
1-1700 $1000.00
218080 $130.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

INVOICE

Chantler's Environmental Services Ltd.
9426 Wellington Rd 22
Hillsburgh, ON N0B1Z0
Tel: (800) 265-3384

Invoice #: 415037
Invoice Date: Jan 05, 2021
Page #: 1
PO Number: 1462-2005

BUTTCON LIMITED
8000 JANE ST
TOWER B SUITE 401
CONCORD, ON L4K5B8

Transaction Date	Type	Charge Code / Description	Unit Rate	Quantity	Amount
		(19) BUTTCON LIMITED Ferry St, Coronation Niagara Falls, ON L2G1S4 PO Number: 1462-2005			
Jan 12, 2021	Period	CFS- Flush Sani Portable Toilet - C-CFS 0148 / *Delivery/Pick Up* (Jan 05, 2021 - Jan 12, 2021)	$ 50.00	1.00	$ 50.00
Jan 12, 2021	Period	- C-CFS 0148 / 28 Day Period (Jan 05, 2021 - Jan 12, 2021)	$ 130.00	1.00	$ 130.00
Jan 12, 2021		H.S.T.		13.00 %	$ 23.40
		1462-STANLEY T.TRELFORD 1462-2005 1-1230 $180.00 218080 $23.40 B# 101564 AW		**Invoice Total**	**$ 203.40**

HST# 894986009
NET 30
Thank you for your business

TEAR OFF HEADER AND RETURN LOWER PORTION WITH YOUR PAYMENT

Customer #: 017301 - 000019
Invoice #: 415037
Invoice Date: Jan 05, 2021
PO Number:
Invoice Total $ 203.40

Chantler's Environmental Services Ltd.
9426 Wellington Rd 22
Hillsburgh, ON N0B1Z0

PLEASE WRITE IN AMOUNT OF PAYMENT ENCLOSED

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 1462-17
Job# 1462
Invoice Date: September 30, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 285,636.00	$ 281,736.00	$ 3,900.00
Less Agreed Reductions		(53,240.00)	(53,240.00)	-
Subtotal	A	**232,396.00**	**228,496.00**	**3,900.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	**Boxx Modular**	10,653.30	9,653.30	1,000.00
Material	**Chantler's**	180.00	180.00	-
Material	**Niagara Peninsula Energy**	91.99	-	91.99
Material	**Bain Printing**	561.24	-	561.24
Subtrade	Multiview	22,708.00	22,708.00	-
Total Additional Costs	B	**39,359.53**	**37,706.30**	**1,653.23**
Total Combined Costs	A+B	271,755.53	266,202.30	5,553.23
Plus HST#100704741		35,328.22	34,606.30	721.92
Total this billing		$ 307,083.75	$ 300,808.60	**$ 6,275.15**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month September 2021

Week Ending	Sept 5th	Sept 12th	Sept 19th	Sept 26th		Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	0	0	0	0		**0**	**$ 166.00**	**$ -**
Senior Project Manager	0	0	0	0		**0**	**$ 137.00**	**$ -**
Project Coordinator	0	0	0	0		**0**	**$ 74.00**	**$ -**
General Superintendent	0	0	0	0		**0**	**$ 139.00**	**$ -**
Project Estimator	0	0	0	0		**0**	**$ 78.00**	**$ -**
Procurement Manager	0	0	0	0		**0**	**$ 123.00**	**$ -**
Procurement Coordinator	12	10	14	14		**50**	**$ 78.00**	**$ 3,900.00**
Scheduler	0	0	0	0		**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0		**0**	**$ 93.00**	**$ -**
						0		
						0		
						0		
TOTAL HOURS	12	10	14	14	0	**50**	**TOTAL(excl HST)**	**$ 3,900.00**

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number **BXSC 31158466**
Date: 09/01/2021
Terms: NET 30
Due Date: 10/01/2021
Project: BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Sep 01,2021	Sep 30,2021	$900.00	$900.00
	Steps & Landings	2	Sep 01,2021	Sep 30,2021	$50.00	$100.00
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	Sep 01,2021	Sep 30,2021	$1,800.00	$1,800.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 31141646.

Subtotal	**$2,800.00**
HST - Ontario	$364.00
Total Tax	$364.00
Total	**$3,164.00**
Applied amount	**$0.00**
Amount Due	**$3,164.00**

If you have any questions or concerns regarding this document please contact:
Name: Samantha Gordon
Phone:
Fax:
Email: sgordon@boxxmodular.com

1421V-HYATT

1421V-5009
1-1700 $1800.00
218080 $234.00
B# 102027 AW

1462-STANLEY DISTRICT
1469AV-2001
1-1700 $1000.00
218080 $130.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

niagara peninsula energy Inc.
Your Local Utility

Head Office:
7447 Pin Oak Drive, Box 120
Niagara Falls, Ontario L2E 6S9

T: 905-356-2681 1-877-270-3938
F: 905-356-0118
E: info@npei.ca
www.npei.ca myaccount.npei.ca

Customer Account Number	
8412266-00 /0921	
Due Date	**Amount Due**
10/07/2021	99.63
Service Address	**Amount Enclosed**
5955 STANLEY AVE TEMP	

LA PUE INTERNATIONAL INC E133(R)
401-8000 JANE ST
CONCORD, ON L4K 4B8

RECEIVED
SEP 2 0 2021
BUTTCON LTD.

⑆07709⑈900⑆ 96

Telephone: 905-356-2681 | Account Number: 8412266-00 | Name: LA PUE INTERNATIONAL INC | Service Address: 5955 STANLEY AVE TEMP

Meter Number	Read Dates Present	Read Dates Previous	Billing Days	Meter Readings Code	Meter Readings Present	Meter Readings Previous	Mult	Usage	Usage Billed	Units	Power factor	Loss factor
ELE: 0000660682	09/01/2021	08/01/2021	31	RN	000142	000028	1	114.00	118.82	kWh	TOTAL	1.0423

BILLING SUMMARY

Previous Balance as of:08/18/2021	$44.21
Payments as of:08/18/2021	$0.00
Adjustments as of:08/18/2021	$0.00
Interest Charges as of:09/16/2021	$0.00
Balance Forward as of:09/16/2021	$44.21
Current Charges as of:09/16/2021	$55.42
Total Amount Due	$99.63

	RATE	USAGE	Charges
PREVIOUS BALANCE			44.21
BALANCE FORWARD			44.21
Interest Charge			0.17
Your Electricity Charges			
RPP Tier 1 Summer	0.098000	114.00	11.17
Delivery			46.82
Regulatory Charges			0.72
HST (#R871969127)			7.64
Electric Charges Sub-total			66.52
Ontario Electricity Rebate			-11.10
CURRENT CHARGES			$55.42
TOTAL AMOUNT DUE			$99.63

Total Ontario Support:$11.10. To learn more about the province's electricity support programs, visit Ontario.ca/yourelectricitybill.

Deposit Held: 0.00

ELECTRIC USAGE HISTORY

Month Days	ON Peak kWh	MID Peak kWh	OFF Peak kWh	TOTAL kWh
08-21 31				114
07-21 31				28
06-21 23				

1462-STANLEY
1-1123 $91.99
218080 $7.64
B# 102320 AW

Interest is charged 0.04896% compounded daily from the due date. *8412266-00*

Bill Type	Account Type	Bill Date	Due Date	Amount Due	Payment Type
REGULAR	GS<50 KW METERED	09/16/2021	10/07/2021	99.63	PLEASE PAY BY DUE DATE

MESSAGES: Balance forward is due upon receipt. Payable at most banks. Effective May 1, 2021 Regulated Price Plan rates were updated. See www.npei.ca for details of this change. Visit customer portal at myaccount.npei.ca.

Bain Printing Limited

4065 Stanley Avenue
Niagara Falls, Ontario L2E 4Z1
Canada

INVOICE

Invoice No.: 74206
Date: 09/30/21
Ship Date:
Page: 1
Re: Order No.

Sold to:

Buttcon Limited
8000 Jane Street, Ste 401, Tower B
Concord, Ontario L4K 5B8

Ship to:

Buttcon Limited
8000 Jane Street, Ste 401, Tower B
Concord, Ontario L4K 5B8

Business No.: 10037 9114 RT0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			ref: Stanley District 1462			
		512	6 sq ft *	H	1.02	522.24
		13	12 sq ft	H	3.00	39.00
			* discount pricing applied			
			Subtotal:			561.24
			H - HST @ 13%			
			HST			72.96
			1462-STANLEY			
			1-1210 $561.24 218080 $72.96 B# 102320 AW			

Bain Printing Limited HST: #10037 9114 RT

Shipped By: Tracking Number:

Comment:

Sold By:

Total Amount	634.20
Amount Paid	0.00
Amount Owing	**634.20**

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

Invoice: 1462-18
Job# 1462
Invoice Date: October 31, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 313,300.00	$ 285,636.00	$ 27,664.00
Less Agreed Reductions		(53,240.00)	(53,240.00)	-
Subtotal	A	**260,060.00**	**232,396.00**	**27,664.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	**Boxx Modular**	11,653.30	10,653.30	1,000.00
Material	**Chantler's**	180.00	180.00	-
Material	**Niagara Peninsula Energy**	161.66	91.99	69.67
Material	**Bain Printing**	561.24	561.24	-
Subtrade	**Wire One**	1,044.73	-	1,044.73
Subtrade	**Multiview**	22,708.00	22,708.00	-
Total Additional Costs	B	**41,473.93**	**39,359.53**	**2,114.40**
Total Combined Costs	A+B	301,533.93	271,755.53	29,778.40
Plus HST#100704741		39,199.41	35,328.22	3,871.19
Total this billing		$ 340,733.34	$ 307,083.75	**$ 33,649.59**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj-mmm-aaaa)
BUTTCON LIMITED / BUTTCON	8000 JANE ST SUITE 401, CONCORD, ON, L4K5B8, CA	236220: Commercial and institutional building construction 007060: Non-Exempt Partners and Executive Officers in Construction - G6	A0000HNREH	20-Aug-2021 to 19-Nov-2021

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month October 2021

Week Ending	Oct 3rd	Oct 10th	Oct 17th	Oct 24th	Oct 31st	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:								
Director of Estimating & Pre-Construction	0	4	6	12	2	**24**	**$ 166.00**	**$ 3,984.00**
Senior Project Manager	0	0	0	0	0	**0**	**$ 137.00**	**$ -**
Assistant Project Manager	0	0	16	36	16	**68**	**$ 110.00**	**$ 7,480.00**
Project Coordinator	0	0	0	10	8	**18**	**$ 74.00**	**$ 1,332.00**
General Superintendent	0	0	0	0	0	**0**	**$ 139.00**	**$ -**
Project Estimator	0	6	6	21	4	**37**	**$ 78.00**	**$ 2,886.00**
Procurement Manager	3	5	6	10	10	**34**	**$ 123.00**	**$ 4,182.00**
Procurement Coordinator	18	12	16	26	28	**100**	**$ 78.00**	**$ 7,800.00**
Scheduler	0	0	0	0	0	**0**	**$ 82.00**	**$ -**
Safety Manager	0	0	0	0	0	**0**	**$ 93.00**	**$ -**
						0		
						0		
						0		
TOTAL HOURS	21	27	50	115	68	**281**	**TOTAL(excl HST)**	**$ 27,664.00**

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

BOXX MODULAR

INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number	**BXSC 31159481**
Date:	10/01/2021
Terms:	NET 30
Due Date:	10/31/2021
Project:	BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	Oct 01,2021	Oct 31,2021	$1,800.00	$1,800.00
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Oct 01,2021	Oct 31,2021	$900.00	$900.00
	Steps & Landings	2	Oct 01,2021	Oct 31,2021	$50.00	$100.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 31142198.

Subtotal	**$2,800.00**
HST - Ontario	$364.00
Total Tax	$364.00
Total	**$3,164.00**
Applied amount	**$0.00**
Amount Due	**$3,164.00**

If you have any questions or concerns regarding this document please contact:
Name: Samantha Gordon
Phone:
Fax:
Email: sgordon@boxxmodular.com

1421V-HYATT

1421V-5009
1-1700 $1800.00
218080 $234.00
B# 102648 AW

1462-STANLEY DISTRICT
1469AV-2001
1-1700 $1000.00
218080 $130.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

niagara peninsula energy Inc.
Your Local Utility

Head Office:
7447 Pin Oak Drive, Box 120
Niagara Falls, Ontario L2E 6S9

T: 905-356-2681 1-877-270-3938
F: 905-356-0118
E: info@npei.ca
www.npei.ca myaccount.npei.ca

Customer Account Number	
8412266-00	
Due Date	**Amount Due**
11/09/2021	80.77
Service Address	**Amount Enclosed**
5955 STANLEY AVE TEMP	

LA PUE INTERNATIONAL INC E133(R)
401-8000 JANE ST
CONCORD, ON L4K 4B8

RECEIVED
OCT 21 2021
BUTTCON LTD.

:07709-900: 96

Telephone: 905-356-2681 | **Account Number** 8412266-00 | **Name** LA PUE INTERNATIONAL INC | **Service Address** 5955 STANLEY AVE TEMP

Meter Number	Read Dates Present	Read Dates Previous	Billing Days	Meter Readings Code	Meter Readings Present	Meter Readings Previous	Mult	Usage	Usage Billed	Units	Time Band	Loss factor
ELE: 0000660682	10/01/2021	09/01/2021	30	MR			1	49.26	51.34	kWh	ON	1.0423
ELE: 0000660682	10/01/2021	09/01/2021	30	MR			1	51.06	53.22	kWh	MID	
ELE: 0000660682	10/01/2021	09/01/2021	30	MR			1	200.73	209.22	kWh	OFF	
ELE: 0000660682	10/01/2021	09/01/2021	30	MR	443	142	1	301.05	313.78	kWh	TOTAL	

BILLING SUMMARY

Previous Balance as of:09/16/2021	$99.63
Payments as of:10/07/2021	($99.63)
Adjustments as of:10/07/2021	$0.00
Interest Charges as of:10/19/2021	$0.00
Balance Forward as of:10/19/2021	$0.00
Current Charges as of:10/19/2021	$80.77
Total Amount Due	$80.77

	RATE	USAGE	
PREVIOUS BALANCE			99.63
PAYMENT 10/07/2021			-99.63
BALANCE FORWARD			0.00
Interest Charge			0.46
Your Electricity Charges			
On Peak Summer	0.170000	49.26	8.37
Mid Peak Summer	0.113000	51.06	5.77
Off Peak Summer	0.082000	200.73	16.46
Delivery			53.27
Regulatory Charges			1.47
HST (#R871969127)			11.10
Electric Charges Sub-total			96.90
Ontario Electricity Rebate			-16.13
CURRENT CHARGES			$80.77
TOTAL AMOUNT DUE			$80.77

Total Ontario Support:$16.13. To learn more about the province's electricity support programs, visit Ontario.ca/yourelectricitybill.

Deposit Held: 0.00

ELECTRIC USAGE HISTORY

Month Days	ON Peak kWh	MID Peak kWh	OFF Peak kWh	TOTAL kWh
09-21 30	49	51	201	301
08-21 31				114
07-21 31				28
06-21 23				

1462-STANLEY
1-1123 $69.67
218080 $11.10
B# 102782 AW

Interest is charged 0.04896% compounded daily from the due date. *8412266-00*

Bill Type	Account Type	Bill Date	Due Date	Amount Due	Payment Type
REGULAR	GS<50 KW METERED	10/19/2021	11/09/2021	80.77	PLEASE PAY BY DUE DATE

MESSAGES: Beginning November 1, 2020, if you are billed time of use, you have a choice to be billed Tier Price. Visit www.npei.ca/customerchoice.
Balance forward is due upon receipt. Payable at most banks. Effective May 1, 2021 Regulated Price Plan rates were updated. See www.npei.ca for details of this change.
Visit customer portal at myaccount.npei.ca.

WIRE ONE ELECTRIC INC.
ECRA/ESA Licence# 7007834

WIRE ONE ELECTRIC INC.
7119 Reixinger Road
Niagara Falls ON L2G 0S3
905-658-0553
office@wireone.ca
www.wireone.ca
GST/HST Registration No.: 815265467
Business Number 815265467

Invoice 3080

BILL TO
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8

DATE	PLEASE PAY	DUE DATE
2021-06-30	$1,180.55	2021-07-15

SERVICE ADDRESS
5955 Stanley Ave

ITEM	QTY	UNIT PRICE	AMOUNT
Reattached electrical service for main office trailer. Grounded service with ground plate. Reattached cabinet to trailer. ESA permit fee.			
Labour Rate 1 /Hour	6.50	75.00	487.50
Labour Rate 2 /Hour	2	50.00	100.00
Materials	1	70.83	70.83
ESA Permit Fee	1	386.40	386.40

Thank you for choosing Wire One Electric Inc. and have a great day!

SUBTOTAL	1,044.73
HST (ON) @ 13%	135.82
TOTAL	1,180.55
TOTAL DUE	$1,180.55

THANK YOU.

1462
1-1126
#1044.73

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

R Invoice: 1462-19
Job# 1462
Invoice Date: November 30, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 339,207.00	$ 313,300.00	$ 25,907.00
Less Agreed Reductions		(53,240.00)	(53,240.00)	-
Subtotal	A	**285,967.00**	**260,060.00**	**25,907.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	**Boxx Modular**	12,653.30	11,653.30	1,000.00
Material	**Chantler's**	180.00	180.00	-
Material	**Niagara Peninsula Energy**	200.12	161.66	38.46
Material	**Bain Printing**	561.24	561.24	-
Subtrade	**Wire One**	1,044.73	1,044.73	-
Subtrade	**Multiview**	22,708.00	22,708.00	-
Total Additional Costs	B	**42,512.39**	**41,473.93**	**1,038.46**
Total Combined Costs	A+B	328,479.39	301,533.93	26,945.46
Plus HST#100704741		42,702.32	39,199.41	3,502.91
Total this billing		$ 371,181.71	$ 340,733.34	**$ 30,448.37**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

BUTTCON STAFF TIMESHEET

Project The Stanley District
Location Niagara Falls, Ontario
Client La Pue International
Month November 2021

Week Ending	Nov 7th	Nov 14th	Nov 21st	Nov 28th	Total HRS	Hrly Rate($/hr)	Subtotal
LIST OF PRE-CONSTRUCTION STAFF:							
Director of Estimating & Pre-Construction (D. Rosati)	0	0	0	0	**0**	**$ 166.00**	**$ -**
Senior Project Manager	0	0	0	0	**0**	**$ 137.00**	**$ -**
Assistant Project Manager (L. Stephenson)	33	29	12	8	**82**	**$ 110.00**	**$ 9,020.00**
Project Coordinator (T. Trelford)	0	0	0	0	**0**	**$ 74.00**	**$ -**
General Superintendent (S. Rose)	8	4	0	0	**12**	**$ 139.00**	**$ 1,668.00**
Senior Site Superintendent (N. Rowe)	0	0	24	0	**24**	**$ 111.00**	**$ 2,664.00**
Project Estimator (J. Mendes)	0	0	0	0	**0**	**$ 78.00**	**$ -**
Procurement Manager (M. Vannicola)	10	8	10	9	**37**	**$ 123.00**	**$ 4,551.00**
Procurement Coordinator (S. Vrbat)	20	22	24	24	**90**	**$ 78.00**	**$ 7,020.00**
Scheduler (S. Fouroutan)	0	0	12	0	**12**	**$ 82.00**	**$ 984.00**
Safety Manager	0	0	0	0	**0**	**$ 93.00**	**$ -**
					0		
					0		
					0		
TOTAL HOURS	71	63	82	41	**257**	**TOTAL(excl HST)**	**$ 25,907.00**

INVOICE

C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G OA5

ATTENTION: PAWEL FUGIEL
email: lapueinternational@gmail.com
c.c. gary.lapueinternational@gmail.com
Pawel's Cellphone: 647.705.9810

Project Name: **The Stanley Phase 1 Pre Construction**

R Invoice: 1462-20
Job# 1462
Invoice Date: December 31, 2021
PO#
Terms

		Total Billed to Date	Previously Billed	Current Billing
Job Cost Attached Pre Construction Staff		$ 348,624.00	$ 339,207.00	$ 9,417.00
Less Agreed Reductions		(53,240.00)	(53,240.00)	-
Subtotal	A	**295,384.00**	**285,967.00**	**9,417.00**
Additional Costs (Backup Attached)				
Labourers		5,165.00	5,165.00	-
Material	**Boxx Modular**	13,653.30	12,653.30	1,000.00
Material	**Chantler's Niagara Peninsula**	180.00	180.00	-
Material	**Energy**	200.12	200.12	-
Material	**Bain Printing**	561.24	561.24	-
Subtrade	**Wire One**	1,044.73	1,044.73	-
Subtrade	**Multiview**	22,708.00	22,708.00	-
Subtrade	**Multivisa**	1,950.00	-	1,950.00
Total Additional Costs	B	**45,462.39**	**42,512.39**	**2,950.00**
Total Combined Costs	A+B	340,846.39	328,479.39	12,367.00
Plus HST#100704741		44,310.03	42,702.32	1,607.71
Total this billing		$ 385,156.42	$ 371,181.71	**$ 13,974.71**

Please make payments payable to:
Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
L4K 5B8
Thank You for your business

TAB 4

This is **Exhibit "4"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

STANLEY DISTRICT
5510 & 5536 FERRY STREET AND 5943 & 5955 STANLEY AVENUE,
NIAGARA FALLS, ON

TENDER FOR AWARD OF CONTRACT

FOR

TENDER SERIES #1

Tender Package 1.1 – Site Services
Tender Package 1.2 – Shoring and Caissons
Tender Package 1.3 – Bulk Excavation and Removals
Tender Package 1.4 – Dewatering

CLOSING DATE: Tuesday July 28, 2020 @ 2:00p.m.

Site Visit: Tuesday July 21, 2020 @ 1:00p.m.

Deadline for Questions: Thursday July 23, 2020 @ 3:00p.m.

Tender Issued: Tuesday July 14, 2020

1. TENDERS

1.1 Tender Package 1.1 – Site Services
Tender Package 1.2 – Shoring and Caissons
Tender Package 1.3 – Bulk Excavation and Removals
Tender Package 1.4 – Dewatering

FOR THE STANLEY DISTRICT
5510 & 5536 FERRY STREET AND 5943 & 5955 STANLEY AVENUE,
NIAGARA FALLS, ON

1.2 TENDER CLOSING DATE:
Building Connected submissions for this work on the enclosed tender form will close:

Closing Date: Tuesday July 28, 2020 at 2:00 p.m.

All Bids must be submitted via Building Connected using the 'Bid Form' tab.
To the Attn of: Simo Vrbat

1.3 Proposals shall be for a stipulated sum without escalator clause or other qualification.

1.4 Tenders for the work will be accepted on the special forms provided for this purpose by Buttcon Limited. Acknowledge all Addenda, inserting the number of the final Amendment received, in the proper place on the Tender Form. If no Addendum received, insert nil. Tenderers shall fill in the Tender Form and submit electronically through Building Connected.

1.5 There will be a site visit and walk through scheduled for Tuesday July 21, 2020 at 1:00pm. It is strongly recommended that the bidders attend. No extras will be considered for existing conditions that could have been known by visiting the site. Bidders are to meet outside at the corner of Ferry Street and Allendale Avenue, Niagara Falls, ON. Work area is outside and is accessible from the outside. Bidder's are expected to practice social distancing measures during the site visit and limit number of representatives to 1 per contractor.

1.6 The successful bidder's stipulated sum shall apply to the "Total performance" of the specified work and shall be understood to include the supply of all labour, supervision, material and equipment to construct, completely finish and install fixtures and items of construction as listed herein and on drawings provided and include other expenses such as customs, duties, excise taxes as well as Provincial Sales Taxes as noted in the Tender

Form, fees for all approvals, permits and inspections, insurances, Workers' Compensation Insurance as well as overhead and profit.

1.7 **In the reception of tenders for the work, no obligation is incurred to accept the lowest or any proposal. Buttcon Limited reserves the right to refuse any or all tenders for any sub-division of the work.**

1.8 **Once submitted, a tender may be withdrawn or changed only before the time of closing. Bids received after closing time, whether delivered personally or if mailed, regardless of postal markings, will not be considered and shall be returned to the Tenderer unopened. No oral, telegraphed, facsimiled or telephone proposals will be considered.**

1.9 **Buttcon Limited reserves the power and right to reject tenders received from parties who cannot show a reasonable acquaintance of the class of work herein specified and shown on the drawings. Evidence of such competency must be furnished by tenderer when requested.**

1.10 **Tender shall remain open for acceptance for a period of 60 days and until a formal contract and Bond (if applicable) for the work is executed by the successful tenderer as approved by the Owner.**

1.11 **Tenders shall furnish all information requested on the tender form and should any uncertainty arise as to the proper manner of completing the form, requisite information will be given by the Construction Manager. Tender forms shall be completed in longhand in a legible manner in ink or type written without alterations or erasures. Incomplete tenders may not be considered.**

1.12 **Incorporated Companies must attach Corporate Seal and signature of proper officers shall be affixed.**

1.13 **Trade Contractors, when submitting tenders, shall name their subcontractors proposed to perform the work under the contract.**

1.14 **The Trade Contractor shall not be allowed to substitute other Subcontractors in place of those named in the tender without written approval from the Architect.**

1.15 **The Bidder shall include in their proposal a very carefully considered estimate of the time required after the signing of the Contract, to perform the following work:**

- **a. Preparation of Shop Drawings.**
- **b. Delivery from approved Shop Drawings.**
- **c. To complete installation (weeks from delivery).**

The successful bidder will be required within one (1) week after award of Contract, to

submit to the Construction Manager a complete schedule of all activities. As a minimum, this schedule shall be updated on a monthly basis.

1.16 INFORMAL OR UNBALANCED TENDERS

Tenders which are incomplete, conditional, illegible, or obscure, or that contain reservations, erasures, alterations, or irregularities of any kind may be rejected as informal.

1.17 OMISSIONS AND DISCREPANCIES

Notify Buttcon Limited at once of discrepancies found in, or omissions from the drawings, specifications or other documents or if in doubt as to their meaning; Architect will send a written instruction through Buttcon. If a discrepancy exists, Buttcon will issue an addendum to all Bidders to clarify or correct such discrepancies. Neither Buttcon Limited nor Architect will be responsible for any verbal instructions. Should any discrepancies or omissions go unreported to the Buttcon during the tendering period, the proper interpretation shall be at the discretion of the Architect.

2. AWARD OF CONTRACT

2.1 AWARD OR REJECTION OF TENDER

Buttcon Limited reserves the right to reject any or all tenders and to waive any irregularity therein the lowest tender may not necessarily be accepted.

2.2 ACCEPTANCE OF TENDER

No Bidder shall consider them self under Contract after the opening of Tenders until the AGREEMENT is signed and compliance therewith has been made.

3. DELETION OF WORK UNDER THE CONTRACT

3.1 WORK DELETED FROM THE CONTRACT

Buttcon Limited reserves the right to delete any or all work from the contract.
The contract amount will be the tender amount less an amount for the work deleted as determined by Buttcon Limited.

4. MARK-UPS

The following mark-up shall apply to work added to, or deleted from the Contract for Trade Contractor's and subcontractor's overhead and profit.

Note: Overhead and Profit mark-up shall include increased bonding, site supervision,

additional permit fees and all office overhead, the costs for these items shall not be added onto any cost for changes prior to mark up.

OVERHEAD AND PROFIT

Added Work

Trade Contractor's Own Work	**10%**
Trade Contractor's Mark Up on Sub-Contractor's Work	**5%**
Trade Contractor's Sub-Contractor Performing the Work	**10%**

Deleted Work

(Credit for Overhead and Profit)	**0%**

5. PERFORMANCE BONDS AND LABOUR & MATERIAL BONDS

5.1 If the value of work is $500,000.00 or more, include the cost of a 50% Performance Bond in the SAC Headstart Subcontractor Format.

5.2 If the value of the work is less than $500,000.00, provide a SEPARATE PRICE NOT INCLUDED IN THE BASE BID AMOUNT to provide a 50% Performance Bond in the SAC Headstart Subcontract Format.

6. CONTRACT

6.1 The successful tenderer shall execute the said formal contract as called for, within 7 days after notification of the acceptance of his tender.

6.2 The successful tenderer will be required to execute a contract with Buttcon Limited which conforms to the CCA-1 "Standard Construction Document CCA1 2008 Stipulated Price Subcontract," including Amendments thereto as set out in the Supplementary General Conditions Section.

7. SITE

7.1 The work is to be done at the site located at 5510 & 5536 Ferry Street and 5943 & 5955 Stanley Avenue, Niagara Falls, ON. All bidders are responsible to familiarize themselves with the job site prior to submitting a bid.

8. OWNER

8.1 The Owner is:
La Pue International Inc
6158 Allendale Avenue
Niagara Falls, , ON L2G 0A5

Contact: TBD

9. ARCHITECT, CIVIL ENGINEER, STRUCTURALENGINEER, MECHANICAL/ELECTRICAL ENGINEERS, LANDSCAPE ARCHITECT, AND CONSTRUCTION MANAGER

9.1 The Architect is:
ACK Architects
290 Glendale Avenue
St. Catharines, ON L2T 2L3
Tel: (905) 984-5545
Fax: (905) 984-5542
Contact Person: TBD

9.2 The Civil Engineer is:
Hallex Engineering Ltd.
4999 Victoria Avenue
Niagara Falls, ON L2E 4C7
Tel: (905) 357-4015
Fax: (905) 353-1105
Contact Person: TBD

9.3 The Structural Engineer is:
Tacoma Engineers (Phase 1B – Building A)
176 Speedvale Avenue West
Guelph, ON N1H 1C3
Tel: (519) 763-2000
Fax: (???) ???-????
Contact Person: TBD

And

Thornton Tomasetti (Phase 1A – Underground Parking Structure)
116 Spadina Avenue, Suite 301
Toronto, ON M5V 2K6
Tel: (416) 306-8107
Fax: (???) ???-????
Contact Person: TBD

9.4 The Electrical Engineer is:
JHanys Engineering Inc. (Phase 1B – Building A)
61 Welstead Drive
St. Catharines, ON L2S 4B2

Tel: (905) 682-9999
Fax: (???) ???-????
Contact Person: TBD

And

Jain Sustainability Consultants Inc. (Phase 1A – Underground Parking Structure)
7405 East Danbro Crescent, 2nd Floor
Mississauga, ON L5N 3P8
Tel: (905) 285-9900
Fax: (905) 567-5246
Contact Person: TBD

9.5 The Mechanical Engineer is:
Alazzam Engineering Inc. (Phase 1B – Building A)
6 Videl Crescent
St. Catharines, ON L2W 1C2
Tel: (905) 984-3252
Fax: (905) 348-5393
Contact Person: TBD

And

Jain Sustainability Consultants Inc. (Phase 1A – Underground Parking Structure)
7405 East Danbro Crescent, 2nd Floor
Mississauga, ON L5N 3P8
Tel: (905) 285-9900
Fax: (905) 567-5246
Contact Person: TBD

9.6 The Construction Manager is:
Buttcon Limited
8000 Jane Street, Tower "B"
Suite #401
Concord, ON L4K 5B8
Tel: (905) 907-4242
Contact Person: Michael Vannicola & Simo Vrbat

10. DOCUMENTS

10.1 The following documents apply to all tender packages included in the Tender Series:

- **Architectural Drawings – Issued for Tender Series #1:**

Prepared by ACK Architects
SP1, U2.1, U2.2, U3.1, U3.2, U3.3, U3.4, dated July 10, 2020.

- **Civil Drawings – Issued for Site Plan Approval:**
  Prepared by Hallex Engineering Ltd
  C0, C1, C2 dated June 24, 2020.

- **Site Electrical Drawings – Issued for Tender:**
  Prepared by Jain Sustainability Consultants Inc.
  E101, E102, E103, E104, dated December 2019.

- **Structural, Shoring and Piling Drawings – Issued for Tender:**
  Prepared by Thornton Tomasetti
  S0-00, S0-01 to S0-06, S1-00, S1-00A, S1-00B, S1-00C, S2-01 to S2-04, S5-01, SH-01, SH-10, SH-20, SH-21, SH-22, SH-30, dated July 10, 2020.

- **Landscape Drawings – Issued for Tender:**
  Prepared by James McWIlliam Landscape
  L1, L2, dated May 5, 2020.

- **Site Plan Lighting Photo Metric – Issued for SPA:**
  Prepared by JHanys Engineering Inc.
  SPE-1, dated May 13, 2020.

- **Surveyor Reference Plan:**
  Prepared by J.D. Barnes Limited dated April 15, 2020.

Specifications:

- **Specifications Volume 1 prepared by ACK Architects, dated July 3, 2020.**
- **Specifications Volume 2 prepared by ACK Architects, dated July 3, 2020.**

Reports:

- **Geotechnical Investigation Report prepared by Terraprobe Inc dated October 10, 2019.**
- **Stage 1-2 Archaeological Assessment Report prepared by Detritus Consulting Ltd dated April 24, 2019.**
- **Hydrogeological Assessment prepared by Terraprobe Inc dated July 6, 2020 (To be issued via Addendum).**

- **Phase Two Environmental Site Assessment prepared by Wood Environmental & Infrastructure Solutions dated October 9, 2018.**
- **Record of Site Condition certified March 29, 2018.**
- **Functional Servicing Design Brief – New Sanitary and Water Services prepared by Hallex Engineering Ltd dated December 4, 2019.**
- **Storm Water Management Design Brief – New Development Drainage System prepared by Hallex Engineering Ltd dated June 24, 2020.**

Reference Documents

- **Buttcon Limited Safety Program dated January 2014.**
- **Buttcon Limited Safety Program Appendix dated January 2014.**
- **Coronavirus/COVID19 Business Partner Communication dated May 5, 2020.**
- **Coronavirus/COVID19 Buttcon Pandemic Plan dated May 5, 2020.**

Project Schedule:

- **Preliminary Construction Schedule prepared by Buttcon Limited, dated June 1, 2020.**

10.1.1 Bidders are responsible for reviewing all bid documents. All bid documents are available for viewing electronically through Building Connected via invite from Buttcon Limited.

10.1.2 Buttcon Limited will provide a maximum of 1 electronic set of drawings in PDF format to the subcontractor for their use during construction. Any additional copies required are to be made at the subcontractor's own expense.

10.2 Conform to Buttcon Limited's Safety Policy.

10.3 CAD Drawings are available at the subcontractor's own expense.

11. EXAMINATION

11.1 Examine the specifications, reports and drawings thoroughly. Report to Buttcon all ambiguities, discrepancies, omissions, errors, departures from Building By-Laws, or from good practice, discovered during examination.

11.2 If any person submitting a bid on this project is in doubt as to the true meaning and intent of any part of the specifications or other documents, they must request an interpretation from the Buttcon/Architect. If such interpretation is not requested, the bids will be presumed to be based on the interpretation or directions that may be subsequently given by the Architect after award of the Contract, in accordance with the provisions of the Contract.

11.3 **Prior to the closing date of tenders, any and all necessary clarifications of the specifications or other Tender documents will be in the form of written Addenda. The Architect/Consultants or Buttcon Limited will NOT be responsible for verbal instructions on any explanations or interpretation of Drawings and Specifications.**

11.4 **Questions arising during the tendering period shall be addressed to Buttcon Limited via e-mail to the attention of Simo Vrbat, svrbat@buttcon.com.**

12. UNIT PRICES

All unit prices are to include all labour, material, equipment, and supervision. Mark-ups as per Item 4 of this Instructions to Bidders will apply to extras only.

13. PROCEDURES AND SUPPLY OF CRITICAL MATERIALS

13.1 **Submission of a tender shall constitute the Tenderer's agreement that the Trade Contractor will commence work immediately upon award of the Contract, and that the Trade Contractor will execute the same without interruption until completion, including the furnishing of all necessary supplies and equipment for winter operations. The Trade Contractor shall assure themselves before submitting a tender that they are in a position to furnish adequate supplies of all materials, critical or otherwise, at such times necessary to ensure immediate commencement of the work and continuous operation without delays on the project.**
The Trade Contractor shall include in their tender amount, sufficient sums for the purchase of critical materials from any source available. After award of the contract, the Owner will not grant increases to the tender amount to obtain critical materials at premium prices, nor will delays or interruption of the work be tolerated.

14. WAGES AND UNION AFFILIATION

14.1 **The Trade Contractor and all their subcontractors shall adhere to the hours of work, the working conditions and rate of wages paid under the prevailing local conditions and/or requirements, paying not less than minimum wages established by customary standard in the locality for the same or similar class of work.**

14.2 **Contractors and any of their subcontractors must use the labourer and carpenters union having jurisdiction only if contractors use labourers or carpenters to perform any of the work.**

15. LAWS, CODES AND REGULATIONS

15.1 **The tenderer is assumed to have made himself familiar with and abide by the Federal National Authorities, Provincial, Municipal and local laws, rules and regulations which in**

any manner affect those engaged or employed in the work, or in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Bidder shall discover any provisions in the drawings, specifications or contract, which are contrary to or inconsistent with any law, rule or regulation, he shall at once report it to the Architect in writing.

15.2 We expect all suppliers, agents, business partners, consultants and licensees under contract with Buttcon Limited to comply with all applicable laws, regulations, code of conduct, standards and ordinances in force during the term of this Agreement (including without limitation those relating to health and safety) and adhere to the highest standards and principles of ethics and business conduct in the performance of the Services.

16. PERMITS

16.1 The Trade Contractor shall be responsible for obtaining and paying for all trade related permits and inspection fees that are not part of the Building Permit. The Owner will obtain and pay for all Building Permits.

17. HOLDBACK

17.1.1 A holdback of 10% of the contract price shall be held by the Owner as per the requirement of the latest Construction Act (RSO 2018).

18. INSURANCE

18.1 The Trade Contractor shall provide a minimum of $5,000,000.00 General Liability Insurance. The Trade Contractor shall indemnify and save harmless the Owner, Buttcon Limited, the Project Manager and the Architect and their consultants from all claims relating to labour, materials and equipment furnished for the work and to inventions, patents or patent rights used in doing the work. The Trade Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by them or their employees or relating to the prosecution of the works, or any of their operations or caused by reason of the existence or location or condition of any materials, plant or machinery used thereon, or which may happen by reason thereof, or arising from any failure, neglect or omissions on their part, or on the part of any of their employees to do or perform any or all of the several acts or things required to be done by them under and by these conditions and covenants and agrees to hold The Owner, Buttcon Limited, the Project Manager and the Architect and their consultants harmless and indemnified for all such damages and claims for damages. Refer to the HBRKH Owner's Contractual Conditions clauses

18.2 Proof of Insurances and the named insured for the project shall be submitted to Buttcon Limited and the Owner upon execution of the Contract.

19. WORKER'S COMPENSATION

19.1 Submit proof of Worker's Compensation coverage.

20. IMPERIAL/METRIC DIMENSIONS

20.1 This project is a metric job. Where both imperial and metric dimensions are given in this specification, the metric dimensions apply for this project.

21. SITE ACCESS

21.1 Main access to site is from Allendale Avenue.

22. TAXES AND DUTIES

The Harmonized Sales Tax (HST) is NOT TO BE INCLUDED in the Tender Amount. The amount of HST shall be indicated in the space provided on the Tender Form. The Successful Trade Contractor will indicate on each application for payment, as a separate amount, the appropriate HST the Owner is legally obliged to pay.

23. SCOPE OF WORK

23.1 The scope of this trade contract shall be all work as indicated in the tender documents consisting of the following.

- **Scope of Work prepared by the Construction Manager**
- **Instructions to Bidders and Tender Forms**
- **Drawings as listed in the Drawings Index included in this Specification**
- **General Conditions, Supplementary General Conditions and Specifications**
- **All Addenda issued.**

24. SPECIFIC SCOPE

24.1 The Tender Series No. 1 includes the following packages with their specification sections and specific items outlined below:

Tender Package 1.1 – Site Services
Tender Package 1.2 – Shoring and Caissons
Tender Package 1.3 – Bulk Excavation and Removals
Tender Package 1.4 – Dewatering

24.2 Tender Packages

Tender Package 1.1 – Site Services

To supply and install all necessary labour, materials, equipment and supervision necessary to complete the supply only of all:

Division 1 – General Requirements
33 46 17 – Subgrade Drainage Network
31 05 99 – Common Work Results for Earthworks (Related)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and install watermain and firemain from street connection to property line as shown and specified.
Supply and install Sanitary sewer lines from street connection to property line as shown and specified.
Supply and install Storm lines from street connection to property line as shown and specified.
Perform all excavation, backfilling and compaction required to complete the site services scope of work.
Supply and install granular backfill related to the site service work.
Supply and install native fill related to the site service work.
Perform all field quality control and field testing as specified.
Perform all layout as required to complete the site services work.
Obtain and pay all permits and security deposits required which are not part of the building permit to complete the site services work.
Provide all traffic control flagmen, barriers, road plates, paid duty officers as required to complete the site services work.
Provide all submittals and shop drawings as required and specified.
Provide warranties as specified.

SEPARATE PRICE (Not included in Base Bid)

Provide separate price in bid documents for Removal and Capping at street main for all existing Site Services currently shown capped at the property lines. Price to include full width road cut with one (1) large asphalt patch capturing all Stanley Ave removals and two (2) separate patches capturing all Ferry St. removals. No asphalt patch required on Allendale Ave., can be replaced with stone only. Note, 2 way traffic must be maintained at all times on Ferry St. and Stanley Ave. A traffic plan is to be provided with your permit application to the City of Niagara Falls. **$_____**

Tender Package 1.2 – Shoring and Caissons
To supply and install all necessary labour, materials, equipment and supervision necessary to complete the supply only of all:

Division 1 – General Requirements
31 05 99 – Common Work Results for Earthworks (Related)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.

SHORING
Supply and install Pile and Lagging Shoring with Tiebacks as shown and specified.
Stockpile soldier pile drill spoils to a central location on site. Removal and disposal will be by others.
Supply and install tie-backs as required.
Install shoring monitoring devices as required.
Provide testing of tie-backs as specified.
Provide As Built drawings upon completion of work.
Provide all submittals and shop drawings as required and specified.
Cut down and remove first 1.2meters (4 ft) of Shoring when no longer required. Excavation to expose shoring by others.
Shoring contractor to hire monitoring engineer to perform field review and monitoring as required and specified.
Complete design with engineered shop drawings for permit submittal. Obtain and pay for all permits as required.

CAISSONS
Supply and install Caissons under column footings and core walls as shown and specified.
Provide drilling of all caissons as required, shown and specified.
Supply and placing of concrete for caissons and piles as specified including concrete mix design.
Supply and install reinforcing steel for caissons as specified.
Provide liners are required for caissons.
Provide socketed depth of pile into sound bedrock as required. Final socket depth of pile to be verified on site by Geotechnical Engineer.
Stockpile caisson spoils to a central location on site. Removal and disposal will be by others.
Provide layout drawings prior to commencement of work. Bench Mark and Control Lines by others.
Provide all record drawings upon completion of work.
Obtain and pay for all Inspection and testing reports as required, shown and specified.
Provide all submittals and shop drawings as required and specified.

UNIT PRICE

	Add	Delete
Supply and Install Caissons (Pile type: P01C U/R)	**$_____/m**	**$_____/m**
Supply and Install Caissons (Pile type: P01C)	**$_____/m**	**$_____/m**
Supply and Install Caissons (Pile type: P02C U/R)	**$_____/m**	**$_____/m**
Supply and Install Caissons (Pile type: P02C)	**$_____/m**	**$_____/m**
Supply and Install Caissons (Pile type: P03C)	**$_____/m**	**$_____/m**
Supply and Install Caissons (Pile type: P03C Inspected)	**$_____/m**	**$_____/m**

SEPARATE PRICE (Not included in Base Bid)

Provide separate price in bid documents for Supply and Install fencing on top of shoring walls. Provide top, mid and toe rail. Fence post's to be Welded to top of soldier piles. **$_____**

Provide separate price in bid documents for Destressing Tie Backs. **$_____**

Tender Package 1.3 – Bulk Excavation and Removals
To supply and install all necessary labour, materials, equipment and supervision necessary to complete the supply only of all:

Division 1 – General Requirements
31 05 99 – Common Work Results for Earthworks
31 14 13 – Soil Stripping and Stockpiling
31 22 13 – Rough Grading
31 25 00 – Erosion and Sediment Control
32 01 90.33 – Tree and Shrub Preservation

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Provide two separate mobilizations; one for removals and a second for excavation during shoring works.
Perform site removals as shown and specified.
Erosion and sediment control as shown and specified.
Supply and install Sediment Control Fence (Supply, install, maintain, remove and dispose when no longer required) as shown and specified.
Supply and place stone to Mud-Mat as shown and specified.
Supply and install Sediment Control Traps (supply, install, maintain, remove when no longer required) as shown and specified.
Supply and install Rock Check Dams.

Provide curb cuts as shown and specified.
Provide Site Clearing and grubbing.
Provide Proof Rolling
Design, Construct and Maintain Ramp for excavation (Build, maintain while on site, remove when no longer required) Include 1 ramp in South-West corner.
Provide Bulk Excavation of the entire parking structure footprint down to Elevation 182.455 at P2 – Lower Level and down to Elevation 182.815 at P2 Upper Level.
Dispose off-site of Surplus Material. Allow for soil removal as per Phase Two Environmental Site Assessment prepared by Wood Environment & Infrastructure Solutions dated October 9, 2018.
Dispose off-site of Caisson Spoils
Dispose off-site of Tieback Spoils
Dispose off-site of Site Services Spoils
Scraping of Caisson walls
Provide truck routing plan to and from site. Identify location of disposal and fill sites.
Perform street and sidewalk cleaning including water flush as required. Sweeping is to be done daily when hauling material off site. Water flush as required.
Perform all layout as required to complete this scope of work. Bench Mark and Control Lines by others.
Provide grademan as required.
Provide flagman and traffic control as required to complete this scope of work.
Make good of all over excavated areas.
Do all site grading, cutting and filling as required.

UNIT PRICE

Bulk Excavation **$_____/m3**

Hauling and Disposal **$_____/m3**

	Add	Delete
Temporary Road Installed per m2 (300mm depth with 50mm stone Supplied & Installed)	**$_____**	**$_____**

ITEMIZED AMOUNT (Included in Base Bid)

	Removals	Shoring
Provide itemized amount for Mobilization Cost (each)	**$_____**	**$_____**

SEPARATE PRICE (Not included in Base Bid)

Provide separate price in bid documents for Residential Lot – Topsoil removed 200mm depth. Supply and Install and compact with 50mm stone. Refer to removals plan. Ref. Temporary Road and Stone Lot Plan **$_____**

Provide separate price in bid documents for Removal and disposal of existing billboards (two on Stanley Ave. frontage), concrete blocks And existing stockpiles on site. **$_____**

Provide separate price in bid documents for Installation on Temporary Road as shown. Include for Supply and Install of 50mm stone, 300mm depth) Ref. to Temporary Road and Stone Lot Plan **$_____**

Tender Package 1.4 – Dewatering
To supply and install all necessary labour, materials, equipment and supervision necessary to complete the supply only of all:

Division 1 – General Requirements
31 05 99 – Common Work Results for Earthworks (Related)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all dewatering systems as required by the hydrogeological report.
Obtain and pay for all permits as required in the hydrogeological report prepared by Terraprobe dated July 6, 2020.
Allow for water testing before disposal as required. First month allow for up to 4 tests.

25. GENERAL CLAUSES FOR SUPPLY AND INSTALLATION CONTRACTORS

All related clean up and removal of debris from site into Buttcon provided garbage containers for your own use. Failure to do so will result in back charges.
No payment will be made until contract is signed and returned.
This subcontractor and any of their subcontractors must use the labourers' and carpenters' unions having jurisdiction only if this subcontractor uses labourers or carpenters to perform any of the work of this package of work.
This subcontractor must comply with all rules and regulations indicated in the latest edition of the "Occupational Health and Safety Act", the Ministry of the Environment and Energy Waste Audit and Reduction Work Plans for Construction and Demolition projects as

required under Ontario Regulation 102/94 and Buttcon Limited's Safety Programme and Waste Audit Reductions Programme which are available on site for review.
Provide two copies of your company safety policy/programme to Buttcon Limited's head office prior to commencement of work. Failure to do so will result in your work force not being allowed on site until such policy or programme is issued to Buttcon Limited and all costs incurred due to delays will be charged to this trade.

26. CONSTRUCTION MANAGER'S DUTIES

26.1 Buttcon Limited, 8000 Jane Street, Tower "B", Suite #401, Concord, Ontario, L4K 5B8 has been appointed Construction Manager for this project and, as such, will carry out the following general functions and/or duties during the construction phase.

- **a) Represent the Owner in all contractual, procedural and administrative discussions with the subtrades.**
- **b) Recommend and award Trade Contracts on behalf of the Owner to the successful tenderers.**
- **c) Process all communications in the form of Change Notice quotations, instructions, progress payment, completion documents, etc.**
  Prepare monthly progress billings and project accounting. Issue cheques to suppliers and Trade Contractors on behalf of the Owner.
- **d) Prepare and monitor construction schedules.**
- **e) Chair and coordinate regular on-site subtrade meetings.**
- **f) Receive and review, then forward shop drawings on to Consultants for their review.**
- **g) Coordinate the work of all Trade Contractors.**
- **h) Coordinate the services of Inspection Companies.**
- **I) Trade Contractors on all subjects pertaining to the work shall deal only through the Construction Manager. In no instance will the Trade Contractor or Supplier deal directly with the Owner, Architect, Engineer or their representatives.**
- **j) Chair and coordinate regular safety meetings on site, with mandatory subtrade attendance. Advise the Owner on the Owner's responsibility as the "Constructor" under the Occupational Health and Safety Act.**

27. DAILY CLEAN UP

27.1 The successful Trade-Contractor will be responsible to maintain their work areas and designated storage areas in a neat, orderly and clean condition and remove all excess materials and/or garbage from the site, daily.

27.2 Each Trade-Contractor shall be responsible for the clean up and removal of all rubbish and surplus material associated with his work. Removal of bulk garbage other than general clean up from the work site is the responsibility of each subcontractor. Such clean up is to be scheduled and carried out to the satisfaction of Buttcon Limited's Project Superintendent.

27.3 Buttcon Limited will do general housekeeping to ensure the project is maintained in broom clean condition.

28. CONSTRUCTION SAFETY

28.1 All Trade Contractors will be responsible for submitting their safety program used in the ongoing operation of their company and any safety recommendations specifically relating to the tendered project.

28.2 Safety measures or procedures taken by the Construction Manager, i.e. site safety meetings, site construction fences, etc., will not relieve the Trade Contractor of their responsibilities for the safety of persons and property, and for compliance with the federal, provincial and local statutes, rules, regulations and orders applicable to the conduct of the work. All trades are to confirm to the Construction Manager`s 100% eye protection policy.

28.3 This Trade Contractor shall be liable for any costs, fines, penalties, etc. levied against the Owner, Construction Manager, or Consultant due to violation of the Construction Safety Act by this Trade Contractor.

28.4 Conform to all Safety requirements and Buttcon Limited's Safety Policy.

29. PROJECT SCHEDULE

29.1 Prior to contract award, the successful bidder will be required to forward to the Construction Manager, a schedule indicating construction sequences, manpower and equipment required in order to complete the work in accordance with the construction planning schedule.

29.2 When the Construction Manager deems that a Trade Contractor's work has fallen behind schedule, the subtrade will provide the necessary manpower and work the necessary overtime to bring the work back on schedule.

29.3 The successful tenderer will be required to submit all shop drawings to the Construction Manager within the duration indicated on the tender form after award of contract. The Trade Contractor shall do this on their own accord and without any prompting from the Construction Manager.

30. GENERAL NOTE TO TRADE CONTRACTORS

30.1 All Trade Contractors will be required to keep and maintain a set of as-built drawings. These drawings will be used for no other purpose than recording the exact location of buried or covered services and all changes to the contract documents. The as-built drawings will be submitted to the Construction Manager along with guarantees,

maintenance data, extra supplies, etc. at the substantial completion of the contract.

30.2 All Trade Contractors will turn over to the Construction Manager at the completion of their contract all project close out documents, material, etc. These documents, material, etc. will be accepted only with a transmittal and at no other time than the substantial completion of the contract. For purposes of determining a value of this work it will be considered as 2% of the total contract value.

30.3 The Trade Contractors are not to act on verbal instruction from the Owner, Consultants, Architect, or Construction Manager on work they consider to be extra to their contract scope. Extra work can only be authorized by the Construction Manager and in a written form only. The written form must also include that this work is an extra to the contract scope, and the method by which extra costs will be tabulated.

30.4 The Construction Manager shall include the following items for their own use:

- **i) Shed and offices.**
- **ii) Location and protection of buried services.**
- **iii) Telephone.**
- **iv) Protection of work as required.**
- **v) The Trade Contractor shall allow for connection to power provided on site.**
- **vi) The Trade Contractor shall allow for connection to water supply to provide on site.**

31. SCHEDULE OF WHEN WORK IS TO START

31.1 Work of this Tender Series is scheduled to begin as per Construction Manager's schedule.

31.2 The Trade Contractor shall begin work when directed by the Construction Manager after award of contract.

31.3 Prior to contract award, the successful bidder will be required to forward to the Construction Manager, a schedule indicating construction sequences, manpower, equipment required in order to complete the work in accordance with the Construction Manager's schedule.

32. PROJECT COMPLETION/OCCUPANCY OF PREMISES BY OWNER

32.1 It is the intention that the parking garage is substantially complete by April 15, 2022.

TAB 5

This is **Exhibit "5"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

STANLEY DISTRICT
5510 & 5536 FERRY STREET AND 5943 & 5955 STANLEY AVENUE,
NIAGARA FALLS, ON

TENDER FOR AWARD OF CONTRACT

FOR

TENDER SERIES #2

Tender Package 2.1 – Concrete Formwork
Tender Package 2.2 – Reinforcing Steel
Tender Package 2.3 – Concrete Supply
Tender Package 2.4 – Concrete Finishing
Tender Package 2.5 – Hollow Core Precast Concrete
Tender Package 2.6 – Precast Stairs
Tender Package 2.7 – Masonry
Tender Package 2.8 – Structural Steel
Tender Package 2.9 – Metal Deck
Tender Package 2.10 – Miscellaneous Metals
Tender Package 2.11 – Glazed Guardrails
Tender Package 2.12 – Waterproofing & Dampproofing
Tender Package 2.13 – Traffic Coating
Tender Package 2.14 – Sprayed Insulation
Tender Package 2.15 – Caulking, Firestopping & Smoke Seal
Tender Package 2.16 – Fireproofing
Tender Package 2.17 – Roofing & Flashing
Tender Package 2.18 – Green Roof
Tender Package 2.19 – Metal Cladding/Siding
Tender Package 2.20 – EIFS
Tender Package 2.21 – Fibre-Cement Façade Panels
Tender Package 2.22 – Metal Doors & Frames
Tender Package 2.23 – Overhead Doors
Tender Package 2.24 – Aluminum Windows, Curtain Wall, Glass & Glazing
Tender Package 2.25 – Hardware
Tender Package 2.26 – Automatic Door Operators
Tender Package 2.27 – Drywall & Acoustical Ceiling Tiles
Tender Package 2.28 – Elevators
Tender Package 2.29 – Mechanical
Tender Package 2.30 – Sprinklers
Tender Package 2.31 – Electrical

CLOSING DATE: Thursday December 17, 2020 @ 2:00p.m.

Deadline for Questions: Thursday December 10, 2020 @ 3:00p.m.

Tender Issued: Thursday November 12, 2020

1. TENDERS

1.1 Tender Package 2.1 – Concrete Formwork
Tender Package 2.2 – Reinforcing Steel
Tender Package 2.3 – Concrete Supply
Tender Package 2.4 – Concrete Finishing
Tender Package 2.5 – Hollow Core Precast Concrete
Tender Package 2.6 – Precast Stairs
Tender Package 2.7 – Masonry
Tender Package 2.8 – Structural Steel
Tender Package 2.9 – Metal Deck
Tender Package 2.10 – Miscellaneous Metals
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Tender Package 2.27 – Drywall & Acoustical Ceiling Tiles
Tender Package 2.28 – Elevators
Tender Package 2.29 – Mechanical
Tender Package 2.30 – Sprinklers
Tender Package 2.31 – Electrical

FOR THE STANLEY DISTRICT
5510 & 5536 FERRY STREET AND 5943 & 5955 STANLEY AVENUE,
NIAGARA FALLS, ON

1.2 TENDER CLOSING DATE:
Building Connected submissions for this work on the enclosed tender form will close:

Closing Date: Thursday December 17, 2020 at 2:00 p.m.

All Bids must be submitted via Building Connected using the 'Bid Form' tab.
To the Attn of: Simo Vrbat

1.3 **Proposals shall be for a stipulated sum without escalator clause or other qualification.**

1.4 **Tenders for the work will be accepted on the special forms provided for this purpose by Buttcon Limited. Acknowledge all Addenda, inserting the number of the final Amendment received, in the proper place on the Tender Form. If no Addendum received, insert nil. Tenderers shall fill in the Tender Form and submit electronically through Building Connected.**

1.5 **There will be no mandatory site visit. However, bidders are to be familiar with the site and no extras will be considered for existing conditions that could have been known by visiting the site.**

1.6 **The successful bidder's stipulated sum shall apply to the "Total performance" of the specified work and shall be understood to include the supply of all labour, supervision, material and equipment to construct, completely finish and install fixtures and items of construction as listed herein and on drawings provided and include other expenses such as customs, duties, excise taxes as well as Provincial Sales Taxes as noted in the Tender Form, fees for all approvals, permits and inspections, insurances, Workers' Compensation Insurance as well as overhead and profit.**

1.7 **In the reception of tenders for the work, no obligation is incurred to accept the lowest or any proposal. Buttcon Limited reserves the right to refuse any or all tenders for any sub-division of the work.**

1.8 **Once submitted, a tender may be withdrawn or changed only before the time of closing. Bids received after closing time, whether delivered personally or if mailed, regardless of postal markings, will not be considered and shall be returned to the Tenderer unopened. No oral, telegraphed, facsimiled or telephone proposals will be considered.**

1.9 **Buttcon Limited reserves the power and right to reject tenders received from parties who cannot show a reasonable acquaintance of the class of work herein specified and shown on the drawings. Evidence of such competency must be furnished by tenderer when requested.**

1.10 **Tender shall remain open for acceptance for a period of 60 days and until a formal contract and Bond (if applicable) for the work is executed by the successful tenderer as approved by the Owner.**

1.11 **Tenders shall furnish all information requested on the tender form and should any uncertainty arise as to the proper manner of completing the form, requisite information will be given by the Construction Manager. Tender forms shall be completed in longhand in a legible manner in ink or type written without alterations or erasures. Incomplete tenders may not be considered.**

1.12 **Incorporated Companies must attach Corporate Seal and signature of proper officers shall be affixed.**

1.13 **Trade Contractors, when submitting tenders, shall name their subcontractors proposed to perform the work under the contract.**

1.14 **The Trade Contractor shall not be allowed to substitute other Subcontractors in place of those named in the tender without written approval from the Architect.**

1.15 **The Bidder shall include in their proposal a very carefully considered estimate of the time required after the signing of the Contract, to perform the following work:**

a. Preparation of Shop Drawings.
b. Delivery from approved Shop Drawings.
c. To complete installation (weeks from delivery).

The successful bidder will be required within one (1) week after award of Contract, to submit to the Construction Manager a complete schedule of all activities. As a minimum, this schedule shall be updated on a monthly basis.

1.16 **INFORMAL OR UNBALANCED TENDERS**

Tenders which are incomplete, conditional, illegible, or obscure, or that contain reservations, erasures, alterations, or irregularities of any kind may be rejected as informal.

1.17 **OMISSIONS AND DISCREPANCIES**

Notify Buttcon Limited at once of discrepancies found in, or omissions from the drawings, specifications or other documents or if in doubt as to their meaning; Architect will send a written instruction through Buttcon. If a discrepancy exists, Buttcon will issue an addendum to all Bidders to clarify or correct such discrepancies. Neither Buttcon Limited nor Architect will be responsible for any verbal instructions. Should any discrepancies or omissions go unreported to the Buttcon during the tendering period, the proper interpretation shall be at the discretion of the Architect.

2. **AWARD OF CONTRACT**

2.1 **AWARD OR REJECTION OF TENDER**

Buttcon Limited reserves the right to reject any or all tenders and to waive any irregularity therein the lowest tender may not necessarily be accepted.

2.2 ACCEPTANCE OF TENDER

No Bidder shall consider them self under Contract after the opening of Tenders until the AGREEMENT is signed and compliance therewith has been made.

3. DELETION OF WORK UNDER THE CONTRACT

3.1 WORK DELETED FROM THE CONTRACT

Buttcon Limited reserves the right to delete any or all work from the contract.
The contract amount will be the tender amount less an amount for the work deleted as determined by Buttcon Limited.

4. MARK-UPS

The following mark-up shall apply to work added to, or deleted from the Contract for Trade Contractor's and subcontractor's overhead and profit.

Note: Overhead and Profit mark-up shall include increased bonding, site supervision, additional permit fees and all office overhead, the costs for these items shall not be added onto any cost for changes prior to mark up.

OVERHEAD AND PROFIT

Added Work	
Trade Contractor's Own Work	**10%**
Trade Contractor's Mark Up on Sub-Contractor's Work	**5%**
Trade Contractor's Sub-Contractor Performing the Work	**10%**
Deleted Work	
(Credit for Overhead and Profit)	**0%**

5. PERFORMANCE BONDS AND LABOUR & MATERIAL BONDS

5.1 If the value of work is $500,000.00 or more, include the cost of a 50% Performance Bond in the SAC Headstart Subcontractor Format.

5.2 If the value of the work is less than $500,000.00, provide a SEPARATE PRICE NOT INCLUDED IN THE BASE BID AMOUNT to provide a 50% Performance Bond in the SAC Headstart Subcontract Format.

6. CONTRACT

6.1 The successful tenderer shall execute the said formal contract as called for, within 7 days after notification of the acceptance of his tender.

6.2 The successful tenderer will be required to execute a contract with Buttcon Limited which conforms to the CCA-1 "Standard Construction Document CCA1 2008 Stipulated Price Subcontract," including Amendments thereto as set out in the Supplementary General Conditions Section.

7. SITE

7.1 The work is to be done at the site located at 5510 & 5536 Ferry Street and 5943 & 5955 Stanley Avenue, Niagara Falls, ON. All bidders are responsible to familiarize themselves with the job site prior to submitting a bid.

8. OWNER

8.1 The Owner is:
La Pue International Inc
6158 Allendale Avenue
Niagara Falls, ON L2G 0A5
Contact: TBD

9. ARCHITECT, CIVIL ENGINEER, STRUCTURALENGINEER, MECHANICAL/ELECTRICAL ENGINEERS, LANDSCAPE ARCHITECT, AND CONSTRUCTION MANAGER

9.1 The Architect is:
ACK Architects(Underground Parking & Building A)
290 Glendale Avenue
St. Catharines, ON L2T 2L3
Tel: (905) 984-5545
Fax: (905) 984-5542
Contact Person: Michael Allen

And

Chamberlain Architect Services Limited (Building B)
4671 Palladium Way, Unit 1
Burlington, ON L7M 0W9
Tel: 905-631-7777
Contact Person: TBD

9.2 The Civil Engineer is:
Hallex Engineering Ltd.
4999 Victoria Avenue
Niagara Falls, ON L2E 4C7
Tel: (905) 357-4015
Fax: (905) 353-1105
Contact Person: Jon Skinner

9.3 The Structural Engineer is:
Tacoma Engineers (Building A)
176 Speedvale Avenue West
Guelph, ON N1H 1C3
Tel: (519) 763-2000
Fax: (???) ???-????
Contact Person: TBD

And

Thornton Tomasetti (Underground Parking Structure & Building B)
116 Spadina Avenue, Suite 301
Toronto, ON M5V 2K6
Tel: (416) 306-8107
Fax: (???) ???-????
Contact Person: Brennan Colm

9.4 The Electrical Engineer is:
JHanys Engineering Inc. (Building A)
61 Welstead Drive
St. Catharines, ON L2S 4B2
Tel: (905) 682-9999
Fax: (???) ???-????
Contact Person: TBD

And

Jain Sustainability Consultants Inc. (Underground Parking Structure & Building B)
7405 East Danbro Crescent, 2nd Floor
Mississauga, ON L5N 3P8
Tel: (905) 285-9900
Fax: (905) 567-5246
Contact Person: Dijana Jasarevic

9.5 The Mechanical Engineer is:
Alazzam Engineering Inc. (Building A)

6 Videl Crescent
St. Catharines, ON L2W 1C2
Tel: (905) 984-3252
Fax: (905) 348-5393
Contact Person: TBD

And

Jain Sustainability Consultants Inc. (Underground Parking Structure & Building B)
7405 East Danbro Crescent, 2nd Floor
Mississauga, ON L5N 3P8
Tel: (905) 285-9900
Fax: (905) 567-5246
Contact Person: TBD

9.6 The Construction Manager is:
Buttcon Limited
8000 Jane Street, Tower "B"
Suite #401
Concord, ON L4K 5B8
Tel: (905) 907-4242
Contact Person: Michael Vannicola & Simo Vrbat

10. DOCUMENTS

10.1 The following documents apply to all tender packages included in the Tender Series:

- **Architectural Drawings – Issued for Permit/Tender:**
  Prepared by ACK Architects (Underground Parking)
  SP1 to SP3, U0.1, U0.2, U1.0 to U1.2, U2.0 to U2.2, U2.5 to U2.8 U3.1 to U3.6, U4.0, U4.1, U5.0 to U5.2 dated November 9, 2020.

  Prepared by ACK Architects (Building A)
  A1.1, A1.2, A2.1 to A2.9, A3.1 to A3.5, A4.1 to A4.10, A5.1 to A5.7, A6.1 to A6.4, A7.1 to A7.3, A8.1, A9.1 to A9.3, A10.1 to A10.4, A11.1, A12.1

  Prepared by Chamberlain Architects Services Ltd. (Building B)
  A000, A001 to A005, A101 to A112, A201 to A203, A301 to A309, A401 to A407, A501 to A506, A601 to A604, A701, A702

- **Civil Drawings – Issued for Site Plan Approval:**

Prepared by Hallex Engineering Ltd
C0, C1, C2 dated June 24, 2020.

- **Electrical Drawings – Issued for Permit/Tender:**
  Prepared by Jain Sustainability Consultants Inc. (Underground Parking)
  E001, E101 to E104, E201A, E201B, E202A, E202B, E202C, E301 to E303, E401, E501 dated October 15, 2020.

  Prepared by JHanys Engineering Inc. (Building A)
  E1.01, E1.02, E2.01 to E2.13, E3.01 to E3.03, E4.01, W4.02, E5.01, dated November 2, 2020.

  Prepared by Jain Sustainability Consultants Inc. (Building B)
  E001, E002, E200, E201A E201B, E201C, E202A, E202B, E203 to E207, E301 to E303, E401, E501 to E503, E601 to E604, E701, dated October 18, 2020.

- **Mechanical Drawings – Issued for Permit/Tender:**
  Prepared by Alazzam Engineering Inc. (Building A)
  M1-1, M2-1 to M2-7, M3-1 to M3-8, M4-1 to M4-3, M5-1 to M5-4, M6-1 to M6-3, dated October 26, 2020.

  Mechanical Drawings – Issued for Tender (Underground Parking):
  Prepared by Jain Sustainability Consultants Inc.
  M101 to M104, M200 to M205 dated October 15, 2020.

  Mechanical Drawings – Issued for Tender (Building B):
  Prepared by Jain Sustainability Consultants Inc.
  M101 to M110, M200 to M215, M301 to M305 dated September 18, 2020.

- **Sprinkler Drawings – Issued for Permit/Tender:**
  Prepared by MBECO Engineering Ltd.
  F1, F2, dated October 13, 2020.

- **Structural Drawings – Issued for Permit/Tender:**
  Prepared by Thornton Tomasetti (Underground Parking)
  S0-00, S0-01 to S0-08, S1-00, S1-00A1, S1-00A2, S1-00B1, S100B2, S1-00C1, S1-01A2, S1-01B2, S1-02A2, S1-02B2, S2-01 to S2-06, S3-01 to S3-09, S4-01 to S4-14, S5-01, dated October 20, 2020.

Prepared by Tacoma Engineers (Building A)
S1.0 to S1.2, S2.0 to S2.7, S3.1 to S3.4, S4.1, S4.2, dated November 10, 2020.

Prepared by Thornton Tomasetti (Building B)
S0-00, S0-01 to S0-08, S1-02B to S1-08B, S3-01 to S3-08, S4-01 to S4-14, S5-01, S6-01 to S6-04, S7-01, dated November 24, 2020.

- **Shoring Drawings – Issued for Permit/Tender:**
  Prepared by HCM Matcon and RWH Engineering Inc.
  SH1 to SH15, dated October 20, 2020.

- **Landscape Drawings – Issued for Tender:**
  Prepared by James McWIlliam Landscape
  L1, L2, dated May 5, 2020.

Specifications:

- **Specifications Volume 1 – Issued for Permit/Tender prepared by ACK Architects, dated November 9, 2020. (Underground Parking)**
- **Specifications Volume 2 – Issued for Permit/Tender prepared by ACK Architects, dated November 9, 2020. (Underground Parking)**
- **Specifications – Issued for Permit/Tender prepared by Chamberlain Architect Services Limited, dated November, 2018. (Building B)**
- **Mechanical Specifications – Issued for Permit/Tender prepared by Jain Sustainability Inc. dated September 17, 2020. (Building B)**
- **Electrical Specifications – Issued for Permit/Tender prepared by Jain Sustainability Inc. dated September 18, 2020. (Building B)**
- **Specifications Volume 1 – Issued for Tender prepared by ACK Architects, dated November 30, 2020. (Building A)**
- **Mechanical Specifications – Issued for Tender prepared by Alazzam Engineering Inc dated November 30, 2020. (Building A)**
- **Electrical Specifications – Issued for Permit/Tender prepared by JHanys Engineering Inc (Building A)**

Reports:

- **Geotechnical Investigation Report prepared by Terraprobe Inc dated October 10, 2019.**
- **Stage 1-2 Archaeological Assessment Report prepared by Detritus Consulting Ltd dated April 24, 2019.**

- **Hydrogeological Assessment prepared by Terraprobe Inc dated July 6, 2020 (To be issued via Addendum).**
- **Phase Two Environmental Site Assessment prepared by Wood Environmental & Infrastructure Solutions dated October 9, 2018.**
- **Record of Site Condition certified March 29, 2018.**
- **Functional Servicing Design Brief – New Sanitary and Water Services prepared by Hallex Engineering Ltd dated December 4, 2019.**
- **Storm Water Management Design Brief – New Development Drainage System prepared by Hallex Engineering Ltd dated June 24, 2020.**

Reference Documents

- **Buttcon Limited Safety Program dated March 2020.**
- **Coronavirus/COVID19 Business Partner Communication dated May 5, 2020.**
- **Coronavirus/COVID19 Buttcon Pandemic Plan dated May 5, 2020.**

Project Schedule:

- **Preliminary Construction Schedule prepared by Buttcon Limited, dated November 4, 2020.**

10.1.1 Bidders are responsible for reviewing all bid documents. All bid documents are available for viewing electronically through Building Connected via invite from Buttcon Limited.

10.1.2 Buttcon Limited will provide a maximum of 1 electronic set of drawings in PDF format to the subcontractor for their use during construction. Any additional copies required are to be made at the subcontractor's own expense.

10.2 Conform to Buttcon Limited's Safety Policy.

10.3 CAD Drawings are available at the subcontractor's own expense.

11. EXAMINATION

11.1 Examine the specifications, reports and drawings thoroughly. Report to Buttcon all ambiguities, discrepancies, omissions, errors, departures from Building By-Laws, or from good practice, discovered during examination.

11.2 If any person submitting a bid on this project is in doubt as to the true meaning and intent of any part of the specifications or other documents, they must request an interpretation from the Buttcon/Architect. If such interpretation is not requested, the bids will be presumed to be based on the interpretation or directions that may be subsequently given by the Architect after award of the Contract, in accordance with the provisions of the

Contract.

11.3 Prior to the closing date of tenders, any and all necessary clarifications of the specifications or other Tender documents will be in the form of written Addenda. The Architect/Consultants or Buttcon Limited will NOT be responsible for verbal instructions on any explanations or interpretation of Drawings and Specifications.

11.4 Questions arising during the tendering period shall be addressed to Buttcon Limited via e-mail to the attention of Simo Vrbat, svrbat@buttcon.com.

12. UNIT PRICES

All unit prices are to include all labour, material, equipment, and supervision. Mark-ups as per Item 4 of this Instructions to Bidders will apply to extras only.

13. PROCEDURES AND SUPPLY OF CRITICAL MATERIALS

13.1 Submission of a tender shall constitute the Tenderer's agreement that the Trade Contractor will commence work immediately upon award of the Contract, and that the Trade Contractor will execute the same without interruption until completion, including the furnishing of all necessary supplies and equipment for winter operations. The Trade Contractor shall assure themselves before submitting a tender that they are in a position to furnish adequate supplies of all materials, critical or otherwise, at such times necessary to ensure immediate commencement of the work and continuous operation without delays on the project.
The Trade Contractor shall include in their tender amount, sufficient sums for the purchase of critical materials from any source available. After award of the contract, the Owner will not grant increases to the tender amount to obtain critical materials at premium prices, nor will delays or interruption of the work be tolerated.

14. WAGES AND UNION AFFILIATION

14.1 The Trade Contractor and all their subcontractors shall adhere to the hours of work, the working conditions and rate of wages paid under the prevailing local conditions and/or requirements, paying not less than minimum wages established by customary standard in the locality for the same or similar class of work.

14.2 Contractors and any of their subcontractors must use the labourer and carpenters union having jurisdiction only if contractors use labourers or carpenters to perform any of the work.

15. LAWS, CODES AND REGULATIONS

15.1 The tenderer is assumed to have made himself familiar with and abide by the Federal

National Authorities, Provincial, Municipal and local laws, rules and regulations which in any manner affect those engaged or employed in the work, or in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Bidder shall discover any provisions in the drawings, specifications or contract, which are contrary to or inconsistent with any law, rule or regulation, he shall at once report it to the Architect in writing.

15.2 We expect all suppliers, agents, business partners, consultants and licensees under contract with Buttcon Limited to comply with all applicable laws, regulations, code of conduct, standards and ordinances in force during the term of this Agreement (including without limitation those relating to health and safety) and adhere to the highest standards and principles of ethics and business conduct in the performance of the Services.

16. PERMITS

16.1 The Trade Contractor shall be responsible for obtaining and paying for all trade related permits and inspection fees that are not part of the Building Permit. The Owner will obtain and pay for all Building Permits.

17. HOLDBACK

17.1.1 A holdback of 10% of the contract price shall be held by the Owner as per the requirement of the latest Construction Act (RSO 2018).

18. INSURANCE

18.1 The Trade Contractor shall provide a minimum of $5,000,000.00 General Liability Insurance. The Trade Contractor shall indemnify and save harmless the Owner, Buttcon Limited, the Project Manager and the Architect and their consultants from all claims relating to labour, materials and equipment furnished for the work and to inventions, patents or patent rights used in doing the work. The Trade Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by them or their employees or relating to the prosecution of the works, or any of their operations or caused by reason of the existence or location or condition of any materials, plant or machinery used thereon, or which may happen by reason thereof, or arising from any failure, neglect or omissions on their part, or on the part of any of their employees to do or perform any or all of the several acts or things required to be done by them under and by these conditions and covenants and agrees to hold The Owner, Buttcon Limited, the Project Manager and the Architect and their consultants harmless and indemnified for all such damages and claims for damages. Refer to the HBRKH Owner's Contractual Conditions clauses

18.2 Proof of Insurances and the named insured for the project shall be submitted to Buttcon Limited and the Owner upon execution of the Contract.

19. WORKER'S COMPENSATION

19.1 Submit proof of Worker's Compensation coverage.

20. IMPERIAL/METRIC DIMENSIONS

20.1 This project is a metric job. Where both imperial and metric dimensions are given in this specification, the metric dimensions apply for this project.

21. SITE ACCESS

21.1 Main access to site is from Allendale Avenue.

22. TAXES AND DUTIES

The Harmonized Sales Tax (HST) is NOT TO BE INCLUDED in the Tender Amount. The amount of HST shall be indicated in the space provided on the Tender Form. The Successful Trade Contractor will indicate on each application for payment, as a separate amount, the appropriate HST the Owner is legally obliged to pay.

23. SCOPE OF WORK

23.1 The scope of this trade contract shall be all work as indicated in the tender documents consisting of the following.

- **Scope of Work prepared by the Construction Manager**
- **Instructions to Bidders and Tender Forms**
- **Drawings as listed in the Drawings Index included in this Specification**
- **General Conditions, Supplementary General Conditions and Specifications**
- **All Addenda issued.**

24. SPECIFIC SCOPE

24.1 The Tender Series No. 2 includes the following packages with their specification sections and specific items outlined below.

24.2 Tender Packages

Tender Package 2.1 – Concrete Formwork
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
03 10 00 - Concrete Formwork (Underground Parking)
03 20 00 - Concrete Reinforcement (Install)(Underground Parking)

03 30 00 - Cast-in-Place-Concrete (Placing)(Underground Parking)
Spec # (Building A)
03 10 00 - Concrete Formwork (Building B)
03 20 00 - Concrete Reinforcement (Install) (Building B)
03 30 00 - Cast-in-Place Concrete (Placing) (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply, place and finishing of all formwork including footings, grade beams, caisson/pile caps, raft slabs, foundation walls, formed floor slab, stairs, substructures, super-structures, floor and wall openings, expansion, construction and control joints, pit walls, including cast in place sump pits, shear/core walls at elevators and stairs, ramp curbs, underground sidewalk curbs, stair landings, retaining walls, parapets, bulkheads, columns/piers, pool walls and slabs, CIP concrete canopy at entrance, suspended slabs, transfer slabs, cap slab @ intake shaft, cantilevered balconies and upturns, parapets, floating slab and bulkheads above lagging to accommodate water proofing all as shown and specified.
Form any depression in slab.
Underside of Footing elevation to be at bearing capacity as shown and specified.
Making good tie holes and honey combing including the supply of all plastic plugs and material for rubbing down and finishing. Concrete to be left with uniform colour, including all clean up required.
Grind all concrete fins.
Setting all inserts for miscellaneous metals, structural steel, masonry, curtain wall, precast, mechanical and electrical as shown on drawings and co-ordinate location with each trade involved.
Cleaning up of all cement spills from floors and walls as required.
Supply and placing of all accessories required for placing reinforcing steel and mesh.
Exterior sidewalks, curbs on grade by others.
Forming contractor to provide all necessary hoisting for concrete, reinforcing steel, formwork accessories and material required to complete the work of this contract, as well as any items which are to be embedded into the concrete.
Pay for all overtime if forming or pouring is delayed and caused by forming contractor or forces under their control in order to maintain schedules and also delays due to weather conditions.
Supply own construction shack, telephone and transformer enclosures and for cranes as required by the Hydro.
Install safety straps at slab edge columns.
One line and one elevation in each direction will be supplied by Buttcon Limited remainder of layout will be by the forming contractor.
Form, install rebar and Place all concrete bases for mechanical and electrical trades as shown and specified.

Provide and maintain all winter heat and protection for this trade as required when on site.
Provide all saw-cutting as required complete with filler.
Provide non-slip material for concrete stair treads.
Place precast stairs, including grouting of joint between concrete landing and precast stair tread.
Supply and install, cure, sealer and hardener as required and specified.
Pay for higher strength concrete or add mixtures if required to maintain job schedule.
All concrete topping to stairs and garage ramps as shown and specified.
Supply compressor for the removal of snow and any debris from forms prior to placing concrete.
Supply and install all concrete topping to stairs and garage ramp.
Supply compressor for the removal of snow and debris from forms prior to placing concrete.
Install all shelf angles supplied by others where shown and specified.
Provide all police protection required for crane erection dismantling.
Unload all reinforcing steel from delivery trucks as required.
Hoisting reinforcing steel using Tower Cranes as required.
Provide layout and templates for rebar installation (even if rebar is installed by others).
Unloading of rebar deliveries as well as hoisint assistance as required to hoist any prefab rebar cages into place.
Place mud mats as required.
install all stud rails as shown and specified.
Set anchor bolts.
Supply and install grout to underside of base plates.
Set dowels in concrete as shown and specified.
Install water stop as shown and specified.
Installation of all safety railings, steps and stair railings as required by code for the duration of the project. Buttcon Limited to maintain safety fence and rail in place after forming operation is completed on that floor. Safety railings to be supplied by Buttcon.
Removal of safety rails when no longer required.
If concrete placing is on a unit price basis, total quantity of concrete will be based on actual amount measured not on amount delivered.
This trade has examined all the architectural, structural, mechanical and electrical drawings as noted above and have agreed that there will be no changes for minor co-ordination or alteration to the drawing which relate to this trades work. Buttcon Limited also agreed to not ask for credits for minor deletions or alterations to the drawings.
Concrete floor level to be within specified tolerances.
Accuracy of slab edge and floor level will be checked by Buttcon's surveyor. If slab edge and floor level are found to be outside of tolerance, the cost of the surveying will be charged back to this contractor.
Provide flagman as required for rebar, formwork and concrete deliveries.
All exposed concrete walls are to be finished in accordance with plans and specifications to accept surface treatment as specified and a sample is to be provided for the Consultant's review prior to commencing with the remainder of the work.

Installation of all reinforcing steel.
Installation of all epoxy coated reinforcing steel.
Supply and installation of all reinforcing steel accessories including tie wire as required and specified.
Installation of all reinforcing steel to the crane base and crane opening. Trimmer bars as required.
This trade is to co-ordinate with the supplier of the reinforcing steel all deliveries to the site, and also co-ordinate the use of the crane on site with the forming contractor and is to assist in the unloading of the reinforcing steel from the trucks.
Installation of the welded wires mesh unit prices installation standard or epoxy.
CRANE:
Supply and install crane and operator as required. Include for all electrical transformer and cable required to connect to Buttcon's power supply. This trade is to provide with their quotation which type of crane is included and proposed location complete with all power requirements.
Buttcon electrical contractor to do all connections
Supply and install transformers and other related work for crane.
Buttcon Limited to have free use of the crane and will be allowed to place their own sign on crane. Other trades must co-ordinate and pay for use of crane.
Concrete and reinforcing steel for crane base to be supplied by others, this trade is to place all concrete for crane base, placing reinforcing steel for the crane base is by others.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

ITEMIZED PRICES (included in base bid):
Provide an itemized price to Install Rebar as per the Structural drawings including unloading of rebar from Supplier's Trucks and supply and placing of accessories as shown and specified. $_____

SEPARATE PRICE (not included in base bid):
Provide a separate price to Supply only Tender Package 2.6: Precast Stairs as shown and specified. $_____
Provide a separate price to Supply and Install all work under Tender Package 2.4: Concrete Finishing as shown and specified. $_____

UNIT RATES:
Concrete Formwork including stripping $_____ /m2
Concrete Placing and Finishing $_____ /m3
Crane with Operator $_____ /hr
Crane Rental $_____ /month

Tender Package 2.2 – Reinforcing Steel (Supply Only)

To provide all necessary labour, materials, equipment and supervision necessary to complete the supply only of specification sections/division:
03 20 00 - Concrete Reinforcement (Underground Parking)
Spec # (Building A)
03 20 00 - Concrete Reinforcement (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply only of all reinforcing steel as shown and specified.
Supply only of all welded wire mesh as shown and specified.
This trade must co-ordinate all deliveries with the installation subtrade.
Supply of reinforcing steel for the crane base and crane openings as required.
Supply only all reinforcing steel for masonry walls as shown and specified.
Supply reinforcing steel for Mechanical Pit Bases, Cast In place pits as shown and specified, on structural drawings.
Supply all stud rails as shown and specified.
Supply all Welded Wire Mesh as shown and specified.

SEPARATE PRICE (not included in base bid):
Provide a separate price for Installation of Rebar as per the Structural drawings including unloading of rebar $_____

Insert Unit Rates for Add/Delete of Rebar and WWM:
Add:
Rebar per metric tonne $_____
WWM per metric tonne $_____
Delete:
Rebar per metric tonne $_____
WWM per metric tonne $_____

Tonnage of Rebar:
Provide an approximate Tonnage of Rebar for Project (Underground Parking, Building A & Building B)
Provide approximate Tonnage of Rebar for Underground Parking Structure
Provide approximate Tonnage of Rebar for Building A
Provide approximate Tonnage of Rebar for Building B

Tender Package 2.3 – Concrete Supply
To provide all necessary labour, materials, equipment and supervision necessary to

complete the supply only of specification sections/division:
03 30 00 - Cast-in-Place-Concrete (Underground Parking)
Spec # (Building A)
03 30 00 - Cast-in-Place Concrete (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Price is firm for entire duration of project
All invoices must be accompanied with all delivery tickets applicable to the specific invoice.
All delivery tickets must be site authorized by Buttcon's site representative. Failure to do so will result in non- payment of the invoice.

Item Description	Unit Price ($/m3)
Design Mix:	
Pile, Exposure Class N, 25 MPa	
Pile, Exposure Class F2, 25 MPa	
Pile Caps, Footings and Grade Beam, Exposure Class N, 35 MPa	
Pile Caps, Footings and Grade Beam, Exposure Class F2, 35 MPa	
Raft Foundations, Exposure Class N, 40 MPa	
Raft Foundations, Exposure Class F2, 40 MPa	
Piers, Pilasters, Columns and Shear Walls, Exposure Class N, 50 MPa	
Piers, Pilasters, Columns and Shear Walls, Exposure Class F2, 50 MPa	
Foundation Walls, Pits, SOG and Retaining Walls, Exposure Class C1, 35 MPa	
Shear Walls and Columns in Vehicle Accessible Areas, Exposure Class C1, 50 MPa	
Other Interior Walls, Exposure Class N, 35 MPa	
Slab-on-Grade, Trenches (interior) Exposure Class N, 25 MPa	
Slab-on-Grade, Trenches (heated vehicle accessible areas) Exposure Class C4, 25 MPa	
Slab-on-Grade, Trenches (unheated vehicle accessible areas, Sidewalks, Frost Slabs, Exposure Class C2, 32 MPa	
Interior Formed Slabs & Beams, Exposure Class N, 35 MPa	
Exterior Formed Slabs & Beams (Balconies), Exposure Class F1, 35 MPa	
Slabs, Beams and Slab Bands in Vehicle Accessible Areas, Exposure Class C1, 35 MPa	
Slabs on Steel Deck, Exposure Class N, 25 MPa	

Non-Structural Toppings, Housekeeping Pads, Floating Slabs, Exposure Class N, 25 MPa	
Lean Concrete and Mudslabs, Exposure Class N, 10 MPa	
Service and Miscellaneous Fee Charges:	
HANDLING, WASHWATER FEE	
SUPERPLASTICIZER, AT PLANT	
FIBERSTRAND	
UNDERLOADS, MINIMUM, 3.5M3 OR LESS	
SUPERPLASTICIZER	
HANDLING, WINTER, M3	
ENVIRONMENTAL FEE CONCRETE	
DELIVERY. SATURDAY, $/M3	
FUEL SURCHARGE (M3)	

Tender Package 2.4 – Concrete Finishing

To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
03 35 00 - Concrete Finishing (Underground Parking)
Spec # (Building A)

Including but not limited to the following:

The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Placing and finishing of all concrete to skim slabs, slabs on grade, comslab topping, hollow core precast topping including placing of wire mesh, plastics and vapour barrier concrete fill to stairs and concrete toppings (mesh, vapour barrier, concrete supplied by Buttcon Limited). Also including all related saw cutting and filler.
Supply grading and compaction.
Compact all granular material under the slab on grade. (Supplied and placed by others)
Supply and place all poly vapour barrier as shown and specified.
Place all welded wire mesh as shown and specified. (Supplied by others)
Place and finish concrete as shown and specified.
Supply and install cure and seal compound as required and specified.
Supply and installation of all hardeners as shown and specified.
Saw cut complete with filler as shown and specified.
Co-ordinate concrete delivery as required with Buttcon Limited
Supply and place reinforcing steel dowels for control joints as required by this trades design or as shown and specified.
Form areas including bulkheads, construction joints, edge forms around columns, stair

treads and risers as shown and specified.
Set miscellaneous items as required, supplied by others.
Finish and prepare for flooring surfaces specified.
Clean all spills as required.
Include all hoist, pumps, buggies and equipment required to complete the work of this contract.
Finish to required levels as shown.
Supply and installation of all fibres as shown and specified.
This contractor is to have the design of the concrete slab on grade reviewed and stamped by a Canadian engineer. A copy of all design information and criteria, after review and stamped, must be submitted to the structural engineer and Buttcon Limited for review.
Supply and installation of all bonding agents for all concrete repairs to existing slab on grade preparation by others.
This contract is based on as many trip(s) necessary to complete work of this contract.
Supply and installation of all control joint materials complete with filler.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

<u>Tender Package 2.5 – Hollowcore Precast Concrete</u>
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
03 41 00 - Precast Structural Concrete-Hollowcore (Building B)
03 41 23 - Precast Concrete Stairs (Underground Parking)

<u>Including but not limited to the following:</u>
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Design, supply and install all precast concrete core slabs as shown and specified.
Provide warranty as specified.
Supply and installation of all related insulation (include panel types, any feature bands, finish and concrete colours).
Form all openings in precast unit where shown on drawings.
Form all openings for other trades. Co-ordinate with other trades for location and size of openings as marked on approved shop drawings.
Remain on site to core drill mechanical and electrical openings as required.
Co-ordinate with other trades in locating holes, anchors etc.
Repairs to any damages caused in transit or during installations.
Provide and set all hardware cast into precast for installation.
Provide all hardware cast into poured in place concrete for installation of precast.
Set hardware for other trades in precast as required.
Leave opening in precast walls for installation of man and material hoist. Panels to be

installed when hoist is removed.
Supply and installation of all caulking pertaining to this subtrade.
Provide mock-up and samples as required.
Provide clean down of precast upon completion of erection.
All precast to be placed in trips.
Remove all lifting devices and temporary connections and patch to smooth uniform finish. Remove any resulting rust stains.
All access for erection to be provided by Buttcon Limited.
Core slab is to be installed after all the steel columns and steel beams are installed. This trade is to confirm access between steel beams is acceptable for installation of core slab prior to the erection of the structural steel.
Supply and installation of all insulating plugs as shown and specified.
Supply and installation of all related reinforcing steel as shown and specified.
Provide all framing of openings and lifting inserts as required, shown and specified.
Supply and Installation of all anchors, spacers, bearing pads and other inserts or fittings required to complete the work of this contract.
Supply and installation of all concrete grouting of abutting precast slabs as specified.
Supply and installation of all concrete topping as shown and specified, excluding the concrete topping at the ground floor of the north wing. Others will do this topping.
Provide all required hoisting equipment necessary for the contract installation of all core slab.
Core slab is to be installed after all the steel columns and steel beams are installed, this trade is to confirm access between steel is acceptable for installation of core slab prior to the erection of the structural steel.

<u>Tender Package 2.6 – Precast Stairs</u>
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply only of specification section/division:
03 41 23 - Precast Concrete Stairs (Underground Parking)
Spec # (Building A)
03 42 00 – Precast Structural Concrete–Hollowcore (Building B) Related

<u>Including but not limited to the following:</u>
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply only all precast concrete stairs from underground level 2 to the main floor level at all undergrund parking structure locations as per plans and specifications.
Supply only all precast concrete stairs from main floor level to seventh floor level at all Building A locations as per plans and specifications.
Supply only all precast concrete stairs from main floor level to sixth floor level at all Building B locations as per plans and specifications.
Tread size will be as shown and specified in accordance with latest code of the authorities having jurisdiction.

Provide all required weld plates in the sides of the units for rails.
Co-ordinate locations of weld plates with the miscellaneous railing subtrade.
Co-ordinate delivery of the stairs with the installer prior to shipping to the site.
Provide warranty as specified.

Tender Package 2.7 – Masonry
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
04 22 00 - Unit Masonry (Underground Parking)
Spec # (Building A)
04 05 13 - Mortar and Masonry Grout (Building B)
04 73 00 - Manufactured Stone Veneer (Building B)
07 21 29 - Sprayed Insulation (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and install all masonry scope of work as shown and specified.
Supply and installation of all concrete block masonry type (B1, B2, B3, B4, B5) (at Underground Parking & Building A) as shown and specified.
Supply and installation of all fire rated block masonry type (B1F, B2F, B3F, B4F, B5F) (at Underground Parking & Building A) as shown and specified.
Supply and installation of brick finish as exterior walls type (W1, W1C) (at Building A) as shown and specified.
Supply and installation of limestone masonry veneer type (W2) (at Building A) as shown and specified.
Supply and installation of all brick and block masonry work as shown and specified.
Supply and installation of all stone veneer as shown and specified.
Supply and installation of all stonework as shown and specified.
Supply and installation of all architectural precast concrete units as shown and specified.
Supply and installation of brick headers and precast sills as shown and specified.
Supply and installation of masonry trim details at 2nd floor balcony and soffit locations as shown and specified.
Supply and installation of precast concrete base as shown and specified.
Supply and installation of precast decorative pilaster caps (precast concrete 'ball' feature on top of columns) as shown and specified.
Do all installation of embedded items supplied by others.
Do all installation of all precast items including hoisting and fastening of precast items.
Precast items supplied by others.
Installation of shelf angles by others.
Supply and installation of all metal ties and wire reinforcing as shown and specified.
Supply and installation of all related cavity wall insulation as shown and specified.
Supply and installation of all masonry ties at structural steel studs.

Supply and installation of all reinforcing steel embedded in the masonry as shown and specified.
Supply and installation of all dampproof flashing and weep hole units as shown and specified.
Supply and installation of all horizontal filler under the shelf angle.
Supply and installation of all fire separators control and expansion joints as shown and specified.
Supply and install firestop at top of fire rated no load bearing masonry walls.
If required, supply and installation of all firestopping and smoke seal required at steel beams and joists where masonry fire walls end at the underside of steel beams or joists and the supply and installation of firestop material and smoke seal between steel beam or joist and masonry.
Supply and installation of all vapour (air barrier at wall from cavity at top of parapet to overlap roofers vapour/air barrier.)
Install door frames that are to be set into a masonry partition as shown and specified.
Install lateral support for non-load bearing masonry walls
Install all reinforcing supplied by other as shown and specified.
This trade is to provide the required scaffolding including all equipment necessary to install the scaffolding.
This trade is to provide all hoisting of materials as required to all areas where masonry work is to be installed.
Supply and installation of all final cleaning of masonry as specified.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.8 – Structural Steel
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
05 53 00 - Exterior Shaft Cover Metal Gratings (Underground Parking)
Spec # (Building A)
05 12 23 - Structural Steel for Buildings (Building B)
05 12 50 - Architecturally Exposed Structural Steel (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all structural steel, steel joists, loose lintels, anchor bolts, bearing plates, hollow structural sections, loose beam plates and/or angles to support deck.
Supply and installation of all structural beams, columns, bracings as shown and specified.
Supply and installation of all architecturally exposed structural steel as shown and

specified.
Punched holes required by other trades as shown and specified.
Structural drawings do not show all loose lintels required. Provide all loose lintels for door openings and mechanical opening as specified.
Verify dimensions of existing work before commencing fabrication.
Supply all items to be built into other trades work. Supply necessary information for proper incorporation of built in work. Review and verify that anchor bolts, bearing plates and any other structural steel related built in items are installed correctly prior to erection of structural steel.
Supply and install shelf angles as shown and specified.
Supply and install brick support angles as shown and specified.
Supply and install cont. steel angle at stair mid landings as shown and specified.
Supply and install bearing plates as shown and specified.
Make adequate provision for sufficient temporary bracing and shoring as specified and required.
Provide all steel framing at the perimeter of holes through the metal decking between joists for openings greater than 300 mm.
Supply and installation of all structural steel and steel joist work to the existing building including all preparation of existing steel, removal of existing steel and reinstallation of existing steel to accommodate any new steel work to the existing building.
All removal and shoring of existing steel members to accommodate pouring of new concrete slabs.
Supply and install all miscellaneous metal gratings and frames.
Supply and installation of all reinforcing rods to steel columns as shown and specified.
Spandrel supplier to design, supply and install connecting hardware.
This trade is to supply and install any angles or plates required for the installation for the spandrel supplier's hardware.
Provide all hoisting for erection of structural steel and O.W.S.J.
Structural steel contractor is to supply and install all safety lines required to perform the work of this contract and must leave safety lines in place until others install other safety lines.
Weld all reinforcing steel to steel beams and or steel columns as shown and specified (for roof curbs, concrete or block parapet and concrete or block column covers.)
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

SEPARATE PRICE (not included in base bid):
Provide a separate price to Supply and Install Tender Package 2.9: Metal Decking as shown and specified. $_____

<u>Tender Package 2.9 – Metal Decking</u>
To provide all necessary labour, materials, equipment and supervision necessary to

complete the supply and installation of specification section/division:
Spec # (Building A)
05 31 00 - Steel Decking (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all steel roof deck complete with all supports additional to structural steel.
Supply and installation of all Comslab Floor Deck with all supports as shown and specified.
Supply and installation of all steel floor deck complete with metal upstands to accommodate the placing of concrete.
Supply and install comslab end closures as shown and specified.
Supply and install comslab perimeter trims as shown and specified.
Supply and installation of all closures and plates as required and specified.
Hoist all metal deck to locations as required.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.10 – Miscellaneous Metals
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
05 50 00 - Metal Fabrication (Underground Parking)
Spec # (Building A)
05 50 00 - Metal Fabrication (Building B)
05 51 00 - Fixed Metal Ladders (Building B)
05 52 00 - Metal Railings (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all necessary miscellaneous fastening (for work under this section only).
Supply and installation of angle guards at overhead doors as shown and specified.
Supply and installation of all handrail, railings as shown and specified.
Supply only all trench grating and frames as shown and specified.
Supply and install access ladders as shown and specified.
Supply and install fixed wall ladders as shown and specified.
Supply and install all bollards as shown and specified.

Supply and install lintels as shown and specified.
Supply and installation of all elevator divider beams and plates as required and specified.
Supply only all loose bearing and levelling plates as shown and specified.
Supply only all loose structural and non-structural steel lintels as shown and specified.
Supply and installation of all pipe and tube rails as shown and specified.
Supply all items to be built into other trades work. Supply necessary information for proper incorporation of built in work. Review and verify that related built in items are installed correctly prior to erection of structural steel.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.11 – Glazed Guardrails
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
Spec # (Building A)
05 52 10 - Glazed Aluminum Handrails (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all glass guard railings at concrete balcony locations complete with aluminum posts, top cap, bottom rails, glazing, base plates, anchors, fasteners and as shown and specified.
Supply and installation of all glass guard railings at terrace roof locations complete with aluminum posts, top cap, bottom rails, glazing, base plates, anchors, fasteners and as shown and specified.
Supply and installation of all Juliette Balcony glass guard railings complete with aluminum posts, top cap, bottom rails, glazing, base plates, anchors, fasteners and as shown and specified.
Supply and install glass balustrade and divider systems as shown and specified.
Supply and install all related caulking and sealants as shown and specified.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.12 – Waterproofing and Damproofing
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:

07 13 10 - Blind Side Waterproofing (Underground Parking)
07 14 00 - Hot Applied Rubberized Asphalt Waterproofing Systems (Underground Parking)
07 16 16 - Crystalline Waterproofing (Underground Parking)
07 18 16.10 - Traffic-Bearing Waterproofing Systems (Underground Parking)
07 13 00 - Sheet Membrane Waterproofing (Building B)
Spec# (Building A)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and install Blind Side Waterproofing at structural shoring walls as shown and specified.
Supply and install drainage board as shown and specified.
Supply and install Hot Applied Rubberized Waterproofing system to the underground garage roof deck as shown and specified.
Supply and install rubberized waterproofing access at ramps type (PG-RMP1) as shown and specified.
Supply and install rubberized waterproofing at roof assemblies type (RF-PG) as shown and specified.
Supply and install waterproofing membrane at exterior grade finishes type (Ext-C, Ext-AL, Ext-AH) as shown and specified.
Supply and install crystalline waterproofing at elevator and sump pits as shown and specified.
Supply and install waterproofing at balconies as shown and specified.
Overlap rubberized waterproofing at vertical wall to receive blindside waterproofing as shown and specified.
All membrane systems, flashings, etc to be chemically and/or peel-n-stick adhered to substrate materials as shown and specified.
All temporary mechanical fasteners to be self sealing or sealing patch installed as shown and specified.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

SEPARATE PRICE (not included in base bid):
Provide a separate price to Supply and Install Tender Package 2.13: Traffic Coating as shown and specified. $_____

Tender Package 2.13 – Traffic Coating
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
07 18 16.10 - Traffic-Bearing Waterproofing Systems (Underground Parking)

Including but not limited to the following:

The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and install Traffic-Bearing Waterproofing System to all slabs and ramps as shown and specified.
Supply and install floor seal/coating at floor assemblies type (FL-PG1, FL-PG2) as shown and specified.
Supply and install floor seal/coating at access ramps type (PG-RMP2, PG-RMP3) as shown and specified.
Supply and install traffic topping to adjacent concrete vertical surfaces and splash zones to a min. of 150mm above finished floor level as specified.
Coordinate with installation of expansion and control joints, and integrate as required to ensure continuity of waterproofing protection as specified.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.14 – Sprayed Insulation

To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
07 21 19 - Foam-in-Place Insulation (Underground Parking)
Spec # (Building A)
07 21 29 - Sprayed Insulation (Building B)

Including but not limited to the following:

The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and Installation of all spray foam insulation to areas indicated on the drawings and as specified.
Supply and install app sprayed insulation at W1, W1C, W2, W3, walls as shown and specified.
Ensure adequate ventilation is provided as specified.
Preparation of all surfaces as specified.
Protect all adjacent surfaces, which are not to receive insulation.
Co-ordinate with all other trades who are to have items installed prior to the sprayed insulation.
Ensure that all items are installed prior to commencement of the work of this contract.
Provide all protection to the sprayed areas as specified.
Provide quality assurance as specified in the contract documents.

Provide all required materials to complete work as specified in the contract documents
Provide inspection and testing as specified in the contract documents
Supply and installation of all Transition strips as shown and specified in the contract documents.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

ITEMIZED PRICES (included in base bid):
Provide an itemized price to Supply and Install Spray Foam Insulation at Metal Siding Finish as shown and specified. $_____
Provide an itemized price to Supply and Install Spray Foam Insulation at Masonry Finish (Brick, Limestone Masonry) as shown and specified. $_____

Tender Package 2.15 – Caulking, Firestopping & Smoke Seal
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
07 84 00 - Fire Stopping and Smoke Seal (Underground Parking)
07 92 00 - Joint Sealants (Underground Parking)
07 84 00 - Firestopping (Building B)
07 92 00 - Joint Sealants (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and install of the following Firestopping and Smoke Seal as shown and specified.
Penetrations through fire-resistance rated masonry, concrete, and gypsum board partitions and walls.
Edge of floor slabs at curtain wall installations.
Top of fire-resistance rated masonry and gypsum board partitions.
Intersection of fire-resistance rated masonry and gypsum board partitions.
Control and sway joints in fire-resistance rated masonry and gypsum board partitions and walls.
Control and sway joints in fire-resistance rated masonry and gypsum
Openings and sleeves installed for future use through fire separations.
Around mechanical and electrical assemblies penetrating fire separations.
Rigid ducts: greater than 129 cm2: fire stopping to consist of bead of fire stopping material between retaining angle and fire separation and between retaining angle and duct, on each side of fire separation.
Junction between masonry/concrete.
Junction between slab edge to curtain wall.

Exterior intake and exhaust louvres. Provide space in sealant at bottom for drainage.
Supply and install of the following Sealants as shown and specified.
Exterior joints between masonry and steel or aluminum
Exterior joints between masonry and shelf angle
Exterior joints between steel or aluminum and concrete or masonry
Interior and exterior control joints, except in floors.
Door frames, louvre frames, blank-off panels, interior and exterior side
Protrusions through interior and exterior walls and floors, interior and exterior side, except where fire rated seals are required.
Seal thresholds
Control joints in tiled areas
Between vanity and tile
Between vanity and mechanical fixtures/fittings
Between access panels and tile
Between tiles and adjacent materials
Perimeter of kitchen counters
Interior Perimeter of exterior windows
Perimeter of firehose cabinets and garbage/linen chutes
Junctions between drywall and masonry
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.16 – Fireproofing
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
Spec # (Building A)
07 81 00 - Spray Applied Fire Resistive Materials (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all fireproofing to those areas as indicated on the drawings and as specified.
Ensure adequate ventilation is provided as specified.
Do preparation of all surfaces as specified.
Protect all adjacent surfaces, which are not to receive sprayed fireproofing.
Co-ordinate with all other trades who are to have items installed prior to the sprayed fireproofing and verify that work specified in other sections as part of the entire fire assembly is installed prior to the sprayed fireproofing.
Ensure that ducts, piping, equipment or other items, which would interfere with the application of fireproofing, are not installed until fireproofing work is completed.

Do all minor firespray touch ups as required prior to closing in of fireproofed surfaces.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.17 – Roofing and Flashing
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
07 62 00 - Sheet Metal Flashing and Trim (Underground Parking)
Spec # (Building A)
07 55 52 - SBS/App Modified Bitumen - Protected Membrane Roofing (Building B)
07 62 00 - Sheet Metal Flashing and Trim (Building B)
07 72 33 - Roof Hatches (Building B)
07 76 00 - Roof Concrete Pavers Pedestal System (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all type RF1 Roofing assemblies as shown and specified.
Supply and installation of gravel ballast as shown and specified.
Supply and installation of single ply waterproofing roof membrane system including base sheet, cap sheet, self adhesive flashings and as shown and specified.
Supply and installation of bituminous protections board as shown and specified.
Supply and installation of two layers of rigid insulation mechanically fastened to concrete roof slab including tapered insulation crickets as shown and specified.
Supply and installation of 6mil vapour barrier as shown and specified.
Base bid Roofing price is to include the supply and installation of the Type RF1 roof system at underside of the Green Roof system. The Green Roof system is part of the Separate Price.
Supply and installation of all SBS Modified Bituminous Membrane System including sheathing boards, vapour retarder, insulation, overlay boards, flame top membrane, primer, asphalt at Steel Deck roof as shown and specified.
Supply and installation of all SBS Modified Bituminous Membrane System including deck primer, vapour retarder, base sheet, cap sheet, bitumen, insulation, insulating fibreboard and protection board as shown and specified.
Supply and installation of all related metal flashings and counter flashings as shown and specified.
Supply and installation of vertical insulation at upturns, curbs and parapets as shown and specified.
Supply and installation of tapered insulation as shown and specified.
Lap roof membrane flashing up and over parapets and tie into curtain wall or siding/aluminum panel vapour barrier.

Supply and install prefinished metal parapet cap flashing as shown and specified.
Supply and install roof scuppers as shown and specified.
Supply and install concrete pavers with insulation pads as shown and specified.
Supply and install concrete pavers with pedestal system where shown and as specified.
Supply and install roof hatches as shown and specified.
Install roof drain pans, vent stack covers and other roof penetration flashings and seal to membrane as shown and specified.
Supply and installation of fibre cants as shown and specified.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

SEPARATE PRICE (not included in base bid):
Provide a separate price to Supply and Install Tender Package 2.18: Green Roof as shown and specified. $_____

Tender Package 2.18 – Green Roof
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
Spec # (Building A)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all Green Roof systems at Roof type RF2 as shown and specified.
Supply and installation of roof protection, drainage/filter mats, water retentions, soil and vegetation materials as shown and specified.
Supply and installation of gravel ballast as shown and specified.
Supply and installation of concrete pavers as shown and specified.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.19 – Metal Cladding/Siding
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
07 41 00 - Preformed Metal Wall System (Building B)
07 46 16 - Aluminum Siding (Building B)
07 27 00 - Air barriers (Building B) related to scope
07 21 29 - Sprayed Insulation (Building B) related to scope
Spec # (Building A)

Including but not limited to the following:

The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all Metal Siding as shown and specified.
Supply and installation of all Metal Siding at roof screens as shown and specified.
Supply and installation of all Metal Soffit at ground floor walkway as shown and specified.
Supply and insallation of all Metal Soffit at ground floor canopy as shown and specified.
Supply and installation of Sprayed Foam Insulation at metal siding finish as shown and specified.
Supply and install fascia and trim including inside and outside corners, flashing, edgings, drips, under-sill trim, fillers, closure strips, starter strips and window and door trim as shown and specified.
Supply and installation of thermal clips as shown and specified.
Supply and installation of Fascia, Trim, Closures, Fasteners and Flashing as shown and specified related to this contract.
Supply and installation of girts and C channels as shown and specified.
Supply and installation of Z mounting brackets for panels as shown and specified.
Supply and install metal flashings within and at bottom of metal cladding system as shown and specified.
Provide all openings required in metal cladding system.
Provide required metal flashings around penetrations through metal cladding as shown and required.
Supply and installation of all related caulking as shown and specified
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

SEPARATE PRICE (not included in base bid):
Provide a separate price to Supply and Install Tender Package 2.21: Fibre-Cement Façade Panels as shown and specified. $_____

Tender Package 2.20 – EIFS

To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
Spec # (Building A)
07 24 00 - Exterior Insulation and Finish Systems (Building B)

Including but not limited to the following:

The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner

Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all EIFS type (W4a, W4b) as shown and specified.
Supply and insall of stucco finish coat as shown and specified.
Supply and install 2 coats parging complete with reinforcing mesh.
Supply and install rigid insulation adhesive (applied in vertical ribbons) trowel on air /moisture barrier as shown and specified.
Supply and installation of air barrier/adhesive as shown and specified.
Supply and install drainage insulation as shown and specified.
Supply and installation of Z furring channels at exterior concrete structural wall with EIFS finish as shown and specified.
Supply and installation of EIFS mouldings as shown and specified.
Supply and installation of EIFS trims as shown and specified.
Supply and installation of EIFS sill as shown and specified.
Supply and installation of metal flashings as related to this contract.
Supply and installation of prefinished metal flashing complete with drip edge at EIFS locations over window/door openings as shown and specified.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

<u>Tender Package 2.21 – Fibre-Cement Façade Panels</u>
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
07 42 45 - Large Format Façade Panel Systems (Building B)

<u>Including but not limited to the following:</u>
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Design, Supply and installation of all Fibre-Cement Façade Panel System as shown and specified.
Supply and installation of Fascia, Trim, Closures, Fasteners and Flashing as shown and specified related to this contract.
Supply and installation of Sprayed Foam Insulation at Fibre-Cement Façade Panel finish as shown and specified.
Supply and installation of horizontal clip system as shown and specified.
Supply and installation of mounting brackets for panels as shown and specified.
Supply and install metal flashings within and at bottom of panel system as shown and specified.
Supply and install bird and vent screen as shown and specified.
Supply and install breathable sheathing membrane as shown and specified.
Supply and installation of insulation and air barrier as shown and specified.
Provide all openings required in panel system.

Provide required metal flashings around penetrations through panel system as shown and required.
Supply and installation of all related caulking as shown and specified
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.22 – Metal Doors & Frames
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
08 11 13 - Metal Doors and Frames (Underground Parking)
Spec # (Building A)
08 12 13 – Standard Hollow Metal Frames (Building B)
08 13 13 – Standard Hollow Metal Doors (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply only all hollow metal frames, doors, sidelights and skylights as shown and specified and where indicated on the door and frame schedule.
Provide all fire labels as required by authorities having jurisdiction and as shown and specified.
Co-ordinate production of hollow metal with the hardware supplier, prepare all door and frames in accordance with the approved finished hardware schedule.
All doors designated with electrical and security devices shall have frames predrilled to receive such apparatus.
Provide all metal panels as shown and specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

SEPARATE PRICE (not included in base bid):
Provide a separate price to Supply only Tender Package 2.25: Finish Hardware as shown and specified (Including Auto Operators). $_____

Tender Package 2.23 – Overhead Doors
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
08 36 13 - Sectional Metal Doors (Underground Parking)
Spec # (Building A)
08 36 13 – Sectional Overhead Doors (Building B)

Including but not limited to the following:

The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all overhead doors complete with glass vision panels as shown and specified.
Supply and installation of metal hood above overhead door or overhead door grille between the top of the coil and the bottom of the slab.
Provide all warranties and maintenance operating manuals as specified.
Supply and installation of all related hardware and weather stripping as specified.
Operation of doors to be manual push pull provides door chains.
Supply and installation of all control as shown and specified.
All power wiring to controls is by others. All control wiring is by this trade.
Ensure power requirements are compatible with project power source.
Provide all required fastening devices related to this trade for the proper installation of the work of this contract.
Make provisions for remote card access and supply and installation of loop detector imbedded in pavement with photocell safety device at doorjamb.
Provide all components, fittings, accessories required to complete the above work.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.24 – Aluminum Windows, Curtain Wall, Glass & Glazing
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
08 44 10 - Glazed Storefront Framing (Underground Parking)
08 80 50 - Glazing (Underground Parking)
07 21 19 - Foam-in-Place Insulation (Underground Parking) Related
Spec # (Building A)
08 32 13 – Automatic Sliding Aluminum Frame Glass Doors (Building B)
08 41 13 – Aluminum Framed Entrances and Storefronts (Building B)
08 44 13 – Glazed Aluminum Curtain Walls (Building B)
08 46 13 – Glazed Aluminum Window Wall (Building B)
08 51 13 – Aluminum Windows (Building B)
08 80 50 – Glazing (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all aluminum doors, frames, screens and store front windows as shown and specified complete with specified glazing and hinges, weather-strip and

thresholds.
Supply and installation of Storefront Wall Glazing System as shown and specified.
All other hardware to be supplied by the hardware supplier but installed by this trade.
This trade is to co-ordinate preparation of the doors and the installation of the hardware with the hardware supplier.
Supply and installation of all interior aluminum sliding door and balcony doors as shown and specified.
Provide warranties as specified.
Finish to be as specified for the entrances and storefronts.
Supply and installation of all aluminum windows complete with glazing and as per window schedule and as shown and specified.
Supply and installation of insect screens as shown and specified.
Finish to be as specified for the windows.
Supply and installation of all curtain wall sections complete with all related glazing and insulated panels as shown and specified.
Supply and installation of all necessary fasteners for the work in this contract as specified.
Finish to be as specified for the curtain wall.
Supply and installation of all glass and glazing as shown and specified for interior screens and doors as shown and specified.
Supply and installation of all mirrors as shown and specified.
All caulking inside and outside as shown and specified.
Supply and installation of all insulated aluminum panels as shown and specified.
Hoisting of windows to each floor as required.
Supply and installation of all aluminum skylights and canopies as shown and specified complete with all related flashings.
All final cleaning of glass by others.
Site verify all dimensions prior to fabrication.
Supply and installation of all Batt insulation stuffed between window frames and other finishes.
Supply and installation of all aluminium or steel back panels to insulated panels.
Supply and installation of all vapour barrier to insulated panels if metal back is not specified. This occurs when load bearing stud exterior walls, sheathing, vapour barrier and insulation is specified with no insulation in stud behind windows or curtain wall.
Supply and install spray foam insulation at perimeter of the curtain wall / windows as shown and specified.
Supply and install interior and exterior caulking to perimeter of curtain wall and windows as required.
Supply and install tie in of vapour barrier around curtain wall as shown and specified.
Provide all components, fittings, accessories required to complete the above work.
Site verify all dimensions prior to fabrication.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

SEPARATE PRICE (not included in base bid):
Provide a separate price to Supply and Install Tender Package 2.11: Glazed Guardrails as shown and specified. $_____

Tender Package 2.25 – Hardware
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
08 71 00 - Door Hardware Package (Underground Parking)
Spec # (Building A)
08 71 00 – Door Hardware-General (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply only all finishing hardware as shown, specified and indicated on the approved finish hardware schedule.
Co-ordinate and provide all template to the aluminum door, hollow metal door and the wood door suppliers for proper preparation of the frames and doors.
Installation of hardware is by others.
Provide inspections upon completion of installation confirming proper installation of finishing hardware.
Provide operating and maintenance manuals as specified.
Provide warranties as specified.
Supply all aluminium door hardware as noted on the hardware schedule.

SEPARATE PRICE (not included in base bid):
Provide a separate price to Supply only Tender Package 2.26: Automatic Door Operators as shown and specified. $_____

Tender Package 2.26 – Automatic Door Operators
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
Spec # (Building A)
08 71 43 – Automatic Door Operators (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all auto operators complete with connections as shown and specified.

Co-ordinate and provide all template to the aluminum door, hollow metal door and the wood door suppliers for proper preparation of the frames and doors as required.
Provide low voltage wiring as shown and specified.
Provide operating and maintenance manuals as specified.
Provide all submittals as specified.
Provide all warranties as specified.

Tender Package 2.27 – Drywall and Acoustical Ceiling Tiles
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
05 41 00 - Structural Metal Studs (Underground Parking)
08 31 00 - Access Doors and Panels (Underground Parking) Related
09 21 16 - Gypsum Board Assemblies (Underground Parking)
09 22 00 - Non-Structural Metal Framing (Underground Parking)
Spec # (Building A)
05 41 00 - Structural Metal Stud Framing (Building B)
05 41 00 - Structural Metal Lighweight Framing (Building B)
07 21 16 - Blanket Insulation (Building B)
07 26 00 - Vapour Retarders (Building B) related to scope
07 27 00 - Air Barriers (Building B) related to scope

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and installation of all gypsum board drywall partition type (P1, P1S, P2, P2S, P2F, P3, P3S, P3F) (at Building A) complete with related steel studs and gypsum board as shown and specified.
Supply and installationn of all gypsum board drywall partitions type (P1, P1S, P2, P2S, P2F) (at Underground Parking) complete with related steel studs and gypsum board as shown and specified.
Supply and installation of all fire rated gypsum board drywall partition type (P2F, P3F, P2F120) (at Building A) complete with related steel studs, sound attenuation batt insulation, gypsum board and type 'X' gypsum board as shown and specified.
Supply and installation of all fire rated gypsum board drywall partition type (P2F) (at Underground Parking) complete with related steel studs, sound attenuation batt insulation, gypsum board and type 'X' gypsum board as shown and specified.
Supply and installation of all wall furring partition type (F1, F2) (at Building A & Undgerground Parking) complete with related gypsum board, steel furring channels as shown and specified.
Supply and installation of all exterior sheathing, load-bearing metal studs, metal studs and gypsum board to exterior wall types (EW1, EW2, EW3, EW4a) (at Building A) as shown and specified.
Supply and installation of all interior suite demising walls type (DW1) (at Building A)

complete with related stud, batt insulation and gypsum board as shown and specified.
Supply and installation of all moisture resistant drywall inside wet areas (washroom, shower area…) as shown and specified.
Supply and installation of all suspended gypsum board ceilings complete with gypsum board, furring channels, metal stud framing, suspension wires as shown and specified.
Supply and installation of all gypsum boards complete with related steel studs around columns as shown and specified.
Supply and installation of all related trims, corner beads, tapes, screws, J shaped runners, end caps, reveals, channel moulding, deflection tracks/clips as shown and specified.
Supply and installation of all gypsum board ceilings/bulkheads as shown and specified.
Supply and installation of all T-bar ceiling grid and tile system as shown and specified.
Supply and installation of all lay in acoustic panel ceilings complete with exposed tee-bars and suspension system as shown and specified.
Gypsum board ceiling/bulkhead to accommodate mech ducting, vents, etc as shown and specified.
Bulkheads around all structural beams to be fire resistance rated as shown and specified.
Supply and installation of gypsum board partitions as per gypsum board partition assemblies as per the construction assemblies and schedules as shown and specified, reference (Drawing A2.2 for Building A, Drawing A?? For Building B, Drawing U0.2 for Underground Parking).
Supply and installation of all related sealants, fireseal as shown and specified. (at perimeter of drywall walls)
Supply and installation of all related rigid, Batt and sound insulation as shown and specified.
Setting pressed steel door frames in drywall partitions.
Supply and installation of all vapour barrier as related and required.
Supply and installation of all caulking related to this trade.
Supply and installation of all metal studs and furring channels as shown and specified.
Supply and installation of plain fire rated and water resistant gypsum wall boards and foiled back drywall as shown and specified.
Supply and installation of all duct and pipe furring.
Pack loose insulation around windows.
Supply and installation of all wood blocking under drywall as shown and specified or as required for the fixing of light fixtures, bathroom accessories, bathtubs, vanities, shelving, mirrors, and door stops etc.
Deliver and load all material to each floor area as required.
Supply all layout for partitions as per plans and specifications.
Buttcon Limited will load metal door frames to a central location on each floor.
It is the responsibility of this trade to handle and install all related frames from that location.
Supply and installation of all exterior wall metal stud as shown and specified including welding of the structural stud as specified.
Supply and installation of all scaffolding required to install outside wall insulation and brick ties and metal studs.
Supply and installation of all exterior wall insulation between metal studs and brick veneer

including supply and installation of brick ties all as shown and specified.
Provide statement in writing indicating suspended ceiling system will adequately support light fixtures as specified.
Supply and installation of all lathe and plaster as shown and specified.
All related wall finishes and ceiling finishes to be in accordance with plans and specifications, walls, partitions, roof and floor assembly schedules.
Provide all required and specified fire separation assemblies as shown and specified.
Supply and installation of all reveal mouldings and corner mouldings as shown and specified.
Tape all drywall joints and screw holes as required to provide a smooth acceptable surface to the wall finish trades all in accordance with plans and specifications.
Provide maintenance materials as specified.
Provide all false joints including caulking in the stucco as shown and specified.
All wood partitions rough studding is by others.
Supply and installation of all firestop and smoke seal from top of masonry walls, which end under, steel beams and joists to the underside of steel deck. Firestop material between steel beams and masonry is by others.
Install access doors within drywall, supplied by other trades.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

<u>Tender Package 2.28 – Elevators</u>
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
14 21 23 - Electric Traction Elevators (Underground Parking)
Spec # (Building A)
14 21 23 - Electric Traction Elevators (Building B)

<u>Including but not limited to the following:</u>
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Design, Supply and installation of all electric traction elevators with machinery, and equipment as shown and specified.
Provide motors, controller, controls, buttons, wiring and devices, indicators as shown and specified.
Provide direct current motor drive, traction driving sheave, direct current electro magnetic brake as shown and specified.
Provide guide rails, ropes, cables, counterweights, sheaves, spring oil buffers, attachment brackets and anchors as specified.
Provide car and cab fabrication and finish as specified.
Provide bearing plates for installation by others. Divider beams by others.

Supply hoist beam and safety beam. Installed by others.
Supply and install pit ladders.
Supply and installation of all hoist way entrance frames and doors.
Supply and installation of all cab finishes as shown and specified.
Provide service and maintenance of elevator system for a minimum of 12 months from substantial completion as specified.
Provide equipment and perform work in accordance with all local, provincial and federal codes, by-laws, and regulations.
Arrange and pay for all necessary permits, certificates, approvals, variances and inspections as specified.
Arrange and pay for safety inspection as specified.
Elevators are to be free of vibrations.
Provide all door control features as specified.
Interconnect elevator control system with building fire alarm system.
All power wiring by Division 16, all control wiring by this trade.
Provide access to elevator shaft, pit and elevator platform as required for other trades to perform their work. (including but not limited to- sprinkler, fire alarm, masonry, drywall installation, joint sealer installation, plumbing, electrical, fire stopping, painting and waterproofing). Buttcon's Site Superintendent will coordinate and schedule this work as required with this trade.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.29 – Mechanical
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
22 05 00 - Common Works for Plumbing (Underground Parking)
22 05 19 - Water Meter (Underground Parking)
22 05 29 - Hangers and Supports for Plumbing, Piping and Equipment (Underground Parking)
22 05 53 - Identification for Plumbing, Piping and Equipment (Underground Parking)
22 05 76 - Service Connections (Underground Parking)
22 07 00 - Plumbing Insulation (Underground Parking)
22 11 13 - Pipes - Fittings and Valves (Underground Parking)
22 11 17 - Domestic Water Supply, Piping - Copper (Underground Parking)
22 11 19 - Domestic Water Piping Specialties (Underground Parking)
22 12 02 - Fire Extinguishers and Safety Blankets (Underground Parking)
22 13 19 - Sanitary Waste Piping Specialties (Underground Parking)
22 13 23 - Sanitary Waste Interceptors (Underground Parking)
22 13 29.13 - Sump Pumps (Underground Parking)
22 42 46 - Hydrants (Underground Parking)
23 05 00 - Common Works for HVAC (Underground Parking)

23 05 93 - Testing, Adjusting and Balancing (Underground Parking)
23 07 00 - HVAC Insulation (Underground Parking)
23 31 00 - Ductwork (Underground Parking)
23 33 00 - Ductwork Accessories (Underground Parking)
23 33 46 - Flexible Ducts (Underground Parking)
23 34 00 - HVAC Fans (Underground Parking)
23 36 00 - Air Terminal Units (Underground Parking)
23 42 00 - Carbon Monoxide Control System (Underground Parking)
25 90 00 - Temperature Controls (Underground Parking)
Spec # (Building A)
Spec # (Building B)

Including but not limited to the following:
The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and install all mechanical work as shown and specified.
Provide and pay for all related permits, certificates, and inspection fees that are not part of the building permit.
Supply as built and record drawings, guarantees and data books as shown and specified.
Supply and install storm drainage system within building(s) including garage roof drains and connections to buried storm sewer as shown and specified.
Supply and install sanitary drainage and venting system within building(s) including connection to buried sanitary sewer as shown and specified.
Supply and install gas piping as shown and specified.
Supply and install plumbing vent piping as shown and specified.
Supply and installation of all plumbing fixtures and fittings as shown and specified.
Supply and install all motors and wiring as shown and specified.
Supply and install meters and gauges as shown and specified.
Supply and install all pipe, fittings and valves as shown and specified.
Supply and install all piping specialties as shown and specified.
Supply and install all hangers, attachments and clamps required for the installation of Mechanical equipment as shown and specified.
This trade is to co-ordinate the supply and installation of all their hangers, conduit etc., related to this trade prior to sprayed fireproofing or sprayed insulation work commencing and then this trade after completion of the sprayed insulation is to return and complete work related to this contact in the above sprayed areas.
Supply and installation of miscellaneous metals required to install the work of this division not supplied by Division No.5.
Supply and installation of all insulation for mechanical work as shown and specified.
Provide manufacturer's nameplates as shown and specified.
Supply and install plumbing, drainage and vent piping within washrooms as shown and specified and in accordance with the OBC.
Supply and install air handling equipment drains as shown and specified.

Supply and install water meter as shown and specified.
Supply and install domestic cold water piping as shown and specified.
Supply and install domestic hot water heating system and building heating system as shown and specified.
Supply and install domestic water piping specialties as shown and specified.
Supply and install all water meters as shown and specified.
Supply and installation of all sleeve work as required, shown and specified complete with preparation and submittal of sleeving drawings.
Supply and installation of all flashings and counter flashings for pipes, ducts, etc. passing through areas and roofs. Completion of all sealing of pipes going through walls, floors and roofs as specified.
Supply and install fire stop and smoke seal related to Mechanical penetrations through fire rated assemblies.
Each trade is responsible to fire stop their own services, pipes, etc., which penetrate fire separation as shown and specified.
Supply and install floor drains / funnel floor drains as shown and specified.
Supply and install floor drains in elevator pits as shown and specified.
Supply and install trench drains at garage ramp as shown and specified.
Supply and install cleanout plugs as shown and specified.
Supply and install sanitary waste sand interceptor as shown and specified.
Supply and install all sand pumps as shown and specified.
Supply and install hydrants as shown and specified.
Supply and install all duct work and accessories as shown and specified.
Supply and installation of all sheet metal work complete with all equipment as shown and specified.
Supply and installation of balancing dampers as shown and specified.
Supply and installation of all fire dampers as shown and specified.
Provide fire damper shop drawings complete with ULC listings.
Supply and installation of all HVAC fans as shown and specified.
Provide Testing, Adjusting & Balancing as required and specified?
Supply and install diffusers, registers and grilles as shown and specified.
Supply and install fresh air intake louvres as shown and specified.
Supply and install carbon monoxide monitoring system as shown and specified.
Supply and install temperature control system as shown and specified.
Bring in from outside of foundation wall, sanitary, storm water and fire line including any required excavation and backfilling as shown and specified and coordinate with Buttcon site personnel.
Supply and installation of all street connection and fees for water, sanitary and storms.
Supply and installation of all related pumps including fire pumps as shown and specified.
Supply and installation of all excavation and backfill and compaction for work related to this trade as shown and specified, excavation and backfill for complete mechanical trenches and other mechanical excavation and backfill.
Supply and installation of all related concrete work as shown and specified.
Supply and installation of all louvres, registers and grilles including outside opening

louvres as shown and specified.
Colour to be approved by consultant
Do all Cutting and patching as required and related to this trade.
Supply and installation of all concrete work for equipment pads and sump pits.
Supply and installation of all equipment bases, supports, pads and curbs as shown and specified.
Supply and installation of all air balancing of all ductwork systems including written reports as specified.
Supply and installation of all vibration isolation as shown and specified.
Submit a complete list of equipment and also the supplier of each item within ten (10) days of receiving this contract.
Contract breakdown must be submitted for approval prior to submission of first progress billing.
Supply and installation of all temporary services, including temporary gas line for winter heaters and temporary standpipe system complete with fire hose behind forming contractor as required by code.
Provide temporary water for construction use.
The use of the tower crane, while crane is on the project must be coordinated and paid for directly with the formwork contractor.
Supply and installation of all sump pit frames and covers.
Electrical Contractor to supply, install and connect all electric heat trace for mechanical drainage pipe, sprinkler and water pipe as shown and specified. Co-ordinate on site with Mechanical Contractor.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

SEPARATE PRICE (not included in base bid):
Provide a separate price to Supply only Tender Package 2.30: Sprinklers as shown and specified. $_____

<u>Tender Package 2.30 – Sprinklers</u>
To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:
21 05 00 - Common Works for Fire Suppression (Building B)
21 05 33 - Electrical Tracing (Building B)
21 11 19 - Siamese Connections (Building B)
21 12 00 - Standpipe and Fire Hose System (Building B)
21 12 26 - Fire Hose Cabinets (Building B)
21 13 00 - Sprinkler Systems (Building B)
22 12 02 - Fire Extinguishers and Safety Blankets (Underground Parking)
Spec # (Building A)
Hydraulic Calculations - Area 1 (Underground Parking)

Hydraulic Calculations - Area 1 (Building A)
Hydraulic Calculations - Area 2 (Building A)

Including but not limited to the following:

The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
The General Conditions and all sections of Division 1 apply and are a part of this package.
Design, Supply and installation of all fire protection including all sprinklers, fire hose and standpipe systems as shown and specified.
Design, Supply and installation of all automatic sprinkler system to be in accordance with local authorities and consultants approval.
Design, Supply and installation of Wet and Dry Pipe Sprinkler Systems as shown and specified.
Provide and pay for all related permits, certificates, and inspection fees as required by this trade.
Sprinkler system shall conform to applicable NFPA Standards and to all authorities' requirements.
Supply and install fire extinguishers and safety blankets as shown and specified.
Supply and Installation of Standpipe and Hose Assembly as shown and specified.
Supply and installation of fire hose cabinets as shown and specified.
Supply and Installation of temporary standpipe system, complete with fire hose behind forming contractor as required by code.
Supply and installation of Fire pumps as shown and specified.
Supply and installation of all sleeve work as required, shown and specified complete with preparation and submittal of sleeving drawings.
Supply and installation of all flashings and counter flashings for pipes, ducts, etc. passing through areas and roofs. Completion of all sealing of pipes going through walls, floors and roofs as specified.
Provide co-ordination and interference drawings for all areas where the work of this division could conflict with other trades work. Submit drawings for review.
Commissioning to be completed in accordance with CSA standards.
Supply and install all Siamese fire department connections as shown and specified.
Perform all testing and commissioning as shown and specified.
Each trade is responsible to fire stop their own services, pipes, etc., which penetrate fire separation as shown and specified.
Submit a complete list of equipment and also the supplier of each item within ten (10) days of receiving this contract.
Contract breakdown must be submitted for approval prior to submission of first progress billing.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

Tender Package 2.31 – Electrical

To provide all necessary labour, materials, equipment and supervision necessary to complete the supply and installation of specification section/division:

26 01 00 - Electrical General Requirements (Underground Parking)
26 05 00 - Basic Materials & Methods (Underground Parking)
26 05 26 - Grounding (Underground Parking)
26 05 35 - Telecommunication Raceway System (Underground Parking)
26 24 01 - Service (Underground Parking)
26 24 16 - Panelboards (Underground Parking)
26 27 00 - Transient Voltage Surge Suppressors (Underground Parking)
26 27 26 - Wiring Devices (Underground Parking)
26 28 23 - Disconnect Switches (Underground Parking)
26 50 00 - Lighting Equipment (Underground Parking)
26 52 00 - Emergency Lighting System (Underground Parking)
26 80 00 - Electrical Heating Equipment (Underground Parking)
28 31 00 - Fire Alarm System (Underground Parking)
Spec # (Building A)
Spec # (Building B)

Including but not limited to the following:

The General Conditions and all sections of Division 1 apply and are a part of this Package.
All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.
Supply and install all electrical work as shown and specified.
Electrical work is to meet the requirements of the Electrical General Requirements.
Supply and install basic electrical materials and methods as shown and specified.
Supply and install raceways, electrical devices and wiring, as shown and specified.
Obtain and pay for permits, inspections and testing fees.
Electrical contractor to include fees for all inspection and/or testing as required by Electrical Safety Authority.
Coordinate the work with all Divisions. Inform other Divisions of the locations of openings, chases, sleeves, supports, services, connections, to be incorporated into the work.
Supply and install all lighting equipment as shown and specified.
Supply and install outdoor lighting control as shown and specified.
Supply and install all ramp lighting as shown and specified.
Supply and install exterior light standard poles, including supply and install of bases, excavation, rebar as shown and specified.
Supply and install lighting and wiring to bollards as shown and specified.
Supply and install emergency lighting system as shown and specified.
Supply and install all running-man exit signs as shown and specified.
Electrical contractor to include for all costs associated with testing and verification of all emergency lighting systems as specified.
Supply and install all wiring, cables and cable trays as shown and specified.
Supply and install all raceways and fittings as shown and specified.

Supply and install all outlets and conduit boxes as shown and specified.
Supply and install all switches, disconnect switches, receptacles, cover plates, dimmer switches as shown and specified.
Supply and install all circuit breakers as shown and specified.
Supply and install all wall and ceiling occupancy sensors as shown and specified.
Supply and install built-in photo cell sensors as shown and specified.
Supply and install all panelboards as shown and specified.
Supply and install all access panels and doors as shown and specified.
Provide the appropriate Division with panels and doors complete with frames required for installation by the appropriate division.
Supply and install all sprinkler proof equipment as shown and specified.
Supply and install all backboards for all surface mounted power distribution equipment as shown and specified.
Supply and install all conduit sleeves as shown and specified.
Supply and installation all flashings and counter flashings for pipes or wire passing through walls, ceilings and roofs as specified. Seal all wire and pipes passing through floors, walls and roof as specified.
Supply and install all hangers, attachments and clamps required for the installation of electrical equipment as shown and specified.
This trade is to co-ordinate the supply and installation of all their hangers, conduit etc., related to this trade prior to sprayed fireproofing or sprayed insulation work commencing and then this trade after completion of the sprayed insulation is to return and complete work related to this contact in the above sprayed areas.
Supply and install all housekeeping pads and or bases required for all floor mounted electrical equipment as shown and specified.
Supply and install all dry type transformers as shown and specified.
Supply and install automatic transfer switch equipment as shown and specified.
Provide wiring of mechanical equipment as shown and specified. Coordinate all the work with mechanical division.
Provide all necessary connections required for equipment supplied by the Owner and other Divisions as required, shown and specified.
Provide all cutting and patching required for the work of electrical division.
Perform all electrical civil work including excavation, backfilling, removal of surplus material off site and concrete work. Perform all layout as required for own work.
Supply and install all wiring, disconnects and outlets for connections to the elevators to the approval and requirement of the elevator installer as specified.
Supply and install power wiring from the distribution panels to the elevator controllers and fused disconnect switches at the entrance to the elevator rooms for main power, signal and car lighting as shown and specified.
Supply and install all wiring and connections for handicap door access operators as detailed on drawings.
Supply and installation of all grounding as shown and specified.
Supply and install fire stop and smoke seal related to electrical penetrations through fire rated assemblies.

Each trade is responsible to fire stop their own services, pipes, wire which penetrate fire separation as shown and specified.
Supply and install telecommunication raceway system as shown and specified.
Supply and installation of complete telephone and cable TV conduit system.
Supply and install service entrance switchboard as shown and specified.
The electrical contractor is to retain the services of an approved testing company to perform protective co-ordination study to establish optimum settings and selections for all protective devices. Provide system coordination study and short circuit study for HV switchgears and cables, power transformers, LV switchgears and cables, and emergency generator system.
The electrical contractor is to retain the services of an approved testing company to perform arc flash hazard study and calculations as specified.
Supply and install transient voltage surge suppressors as shown and specified.
Supply and install electric baseboard heaters as shown and specified.
Supply and install electric cabinet heaters as shown and specified.
Supply and install electric unit heaters as shown and specified.
Supply and install all snow melting systems as shown and specified. Coordinate with formwork contractor.
Supply and install thermostats as shown and specified.
Supply and install all fire alarm systems as shown and specified.
Supply and install electric car charging stations as shown and specified.
Electrical Contractor to supply, install and connect all electric heat trace for mechanical drainage pipe, sprinkler and water pipe as shown and specified. Co-ordinate on site with Mechanical Contractor.
Supply and installation of adequate temporary lighting required for all areas of work and at all means of access or egress from those areas.
All temporary lighting and power to meet requirements of the latest Health and Safety Act.
The use of the tower crane while the tower crane is on site must be co-ordinated and paid for directly with the formwork contractor, excluding conduit lifts for work which is to be embedded in concrete slabs.
Provide all as built drawings; guarantee data books, submitted prior to substantial completion date.
Submit a complete list of equipment and also the suppliers of each item within ten (10) days of receiving this contact.
Contract breakdown must be submitted for approval prior to submission of first progress billing.
Clean up rubble and debris resulting from this work promptly and dispose at end of day as specified.
Provide all shop drawings, samples, and submittals as specified.
Provide all warranties as specified.

<u>TEMPORARY POWER SCOPE: (to be submitted as separate price)</u>
TO SUPPLY AND INSTALL ALL NECESSARY LABOUR, MATERIAL, EQUIPMENT AND

SUPERVISION TO COMPLETE THE SUPPLY AND INSTALLATION OF TEMPORARY POWER AS PER INSTRUCTIONS TO BIDDERS:
PRIMARY DUCTBANK:
Provide primary ductbank and three transformer vaults as shown and specified
NPEI to provide temporary/permanent transformer.
NPEI to pull primary cables, land transformer, connect primary and energize once secondary ductbanks are complete.
Subcontractor to provide all necessary coordination, inspections and permits with NPEI.
Provide 1 Power Seacan (8' x 10')

SEACAN MUST BE ADEQUATE TO POWER THE FOLLOWING WITH TECK CABLE:
1 x 600v-200amp-60Hz-3ph crane (30 metre Teck Cable)
1 x 600v-150amp-60Hz-3ph man-hoist (10 metre Teck Cable)
8 x 120v-20 amp receptacles (1 inside, 7 outside seacan)
1 x 200amp portable distribution panel with receptacles located in central stairwell of each building (20 meter Teck for Building A)
One led light and switch inside seacan
All necessary disconnects, splitters, transformer, panel boards, breakers, piping and grounding

TEMPORARY SECONDARY DUCKBANKS:
Provide Temporary Secondary Ductbanks – Electrical Contractor to determine ductbanks' requirements
Provide 4" conduits mounted on vertical shoring wall running to bottom of excavation and across to power seacan locations.
Vertical = Approximately 8m
Horizontal = Approx. 32m total
Note, these conduits are to be buried in concrete pours during parking garage construction and eventually abandoned when power seacans no longer needed.
INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
Allow for all trenching at base of parking garage as required for horizontal temporary secondary runs.
Provide all cable, pulling and connections as required.
Provide ESA inspection and energization of seacan.

UNIT PRICING:
Secondary from transformer to Power Seacans per linear metre $_____
Teck Cable per meter to feed 100amp panel per linear metre $_____
Teck Cable per meter to feed 200amp panel per linear metre $_____
4" Conduit per meter per linear metre $_____
Additional Power Seacans per each $_____
Additional 200-amp Panel (include for disconnect) per each $_____
Additional 100-amp panel (include for disconnect) per each $_____

25. GENERAL CLAUSES FOR SUPPLY AND INSTALLATION CONTRACTORS

All related clean up and removal of debris from site into Buttcon provided garbage containers for your own use. Failure to do so will result in back charges.
No payment will be made until contract is signed and returned.
This subcontractor and any of their subcontractors must use the labourers' and carpenters' unions having jurisdiction only if this subcontractor uses labourers or carpenters to perform any of the work of this package of work.
This subcontractor must comply with all rules and regulations indicated in the latest edition of the "Occupational Health and Safety Act", the Ministry of the Environment and Energy Waste Audit and Reduction Work Plans for Construction and Demolition projects as required under Ontario Regulation 102/94 and Buttcon Limited's Safety Programme and Waste Audit Reductions Programme which are available on site for review.
Provide two copies of your company safety policy/programme to Buttcon Limited's head office prior to commencement of work. Failure to do so will result in your work force not being allowed on site until such policy or programme is issued to Buttcon Limited and all costs incurred due to delays will be charged to this trade.

26. CONSTRUCTION MANAGER'S DUTIES

26.1 Buttcon Limited, 8000 Jane Street, Tower "B", Suite #401, Concord, Ontario, L4K 5B8 has been appointed Construction Manager for this project and, as such, will carry out the following general functions and/or duties during the construction phase.

- **a) Represent the Owner in all contractual, procedural and administrative discussions with the subtrades.**
- **b) Recommend and award Trade Contracts on behalf of the Owner to the successful tenderers.**
- **c) Process all communications in the form of Change Notice quotations, instructions, progress payment, completion documents, etc.**
  Prepare monthly progress billings and project accounting. Issue cheques to suppliers and Trade Contractors on behalf of the Owner.
- **d) Prepare and monitor construction schedules.**
- **e) Chair and coordinate regular on-site subtrade meetings.**
- **f) Receive and review, then forward shop drawings on to Consultants for their review.**
- **g) Coordinate the work of all Trade Contractors.**
- **h) Coordinate the services of Inspection Companies.**
- **l) Trade Contractors on all subjects pertaining to the work shall deal only through the Construction Manager. In no instance will the Trade Contractor or Supplier deal directly with the Owner, Architect, Engineer or their representatives.**
- **j) Chair and coordinate regular safety meetings on site, with mandatory subtrade attendance. Advise the Owner on the Owner's responsibility as the "Constructor" under the Occupational Health and Safety Act.**

27. DAILY CLEAN UP

27.1 The successful Trade-Contractor will be responsible to maintain their work areas and designated storage areas in a neat, orderly and clean condition and remove all excess materials and/or garbage from the site, daily.

27.2 Each Trade-Contractor shall be responsible for the clean up and removal of all rubbish and surplus material associated with his work. Removal of bulk garbage other than general clean up from the work site is the responsibility of each subcontractor. Such clean up is to be scheduled and carried out to the satisfaction of Buttcon Limited's Project Superintendent.

27.3 Buttcon Limited will do general housekeeping to ensure the project is maintained in broom clean condition.

28. CONSTRUCTION SAFETY

28.1 All Trade Contractors will be responsible for submitting their safety program used in the ongoing operation of their company and any safety recommendations specifically relating to the tendered project.

28.2 Safety measures or procedures taken by the Construction Manager, i.e. site safety meetings, site construction fences, etc., will not relieve the Trade Contractor of their responsibilities for the safety of persons and property, and for compliance with the federal, provincial and local statutes, rules, regulations and orders applicable to the conduct of the work. All trades are to confirm to the Construction Manager`s 100% eye protection policy.

28.3 This Trade Contractor shall be liable for any costs, fines, penalties, etc. levied against the Owner, Construction Manager, or Consultant due to violation of the Construction Safety Act by this Trade Contractor.

28.4 Conform to all Safety requirements and Buttcon Limited's Safety Policy.

29. PROJECT SCHEDULE

29.1 Prior to contract award, the successful bidder will be required to forward to the Construction Manager, a schedule indicating construction sequences, manpower and equipment required in order to complete the work in accordance with the construction planning schedule.

29.2 When the Construction Manager deems that a Trade Contractor's work has fallen behind schedule, the subtrade will provide the necessary manpower and work the necessary overtime to bring the work back on schedule.

29.3 The successful tenderer will be required to submit all shop drawings to the Construction Manager within the duration indicated on the tender form after award of contract. The Trade Contractor shall do this on their own accord and without any prompting from the Construction Manager.

30. GENERAL NOTE TO TRADE CONTRACTORS

30.1 All Trade Contractors will be required to keep and maintain a set of as-built drawings. These drawings will be used for no other purpose than recording the exact location of buried or covered services and all changes to the contract documents. The as-built drawings will be submitted to the Construction Manager along with guarantees, maintenance data, extra supplies, etc. at the substantial completion of the contract.

30.2 All Trade Contractors will turn over to the Construction Manager at the completion of their contract all project close out documents, material, etc. These documents, material, etc. will be accepted only with a transmittal and at no other time than the substantial completion of the contract. For purposes of determining a value of this work it will be considered as 2% of the total contract value.

30.3 The Trade Contractors are not to act on verbal instruction from the Owner, Consultants, Architect, or Construction Manager on work they consider to be extra to their contract scope. Extra work can only be authorized by the Construction Manager and in a written form only. The written form must also include that this work is an extra to the contract scope, and the method by which extra costs will be tabulated.

30.4 The Construction Manager shall include the following items for their own use:

- **i) Shed and offices.**
- **ii) Location and protection of buried services.**
- **iii) Telephone.**
- **iv) Protection of work as required.**
- **v) The Trade Contractor shall allow for connection to power provided on site.**
- **vi) The Trade Contractor shall allow for connection to water supply to provide on site.**

31. SCHEDULE OF WHEN WORK IS TO START

31.1 Work of this Tender Series is scheduled to begin as per Construction Manager's schedule.

31.2 The Trade Contractor shall begin work when directed by the Construction Manager after award of contract.

31.3 Prior to contract award, the successful bidder will be required to forward to the Construction Manager, a schedule indicating construction sequences, manpower, equipment required in order to complete the work in accordance with the Construction Manager's schedule.

32. PROJECT COMPLETION/OCCUPANCY OF PREMISES BY OWNER

32.1 It is the intention that the parking garage is substantially complete by December 23, 2022.

TAB 6

This is **Exhibit "6"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

Purchase Order No. 1462-2000

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	Blanket Rental
Invoices Required	1
Date	July 21, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
Terms	**Net 30 Days/2% Disc. 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Stephenson's Rental Services
6895 Columbus Road
Mississauga, ON
L5T 1G9

Deliver to: Stanley District – Niagara Falls
5536 Ferry Street, Niagara Falls, ON, L2G 1S4

Telephone

Quantity	Particulars	Price
	Blanket Rental (Open Rental) As per 2020 rental rates. Prices to be held till end of year. Delivery tickets signed by Buttcon Limited's site representative must accompany all invoices. Any failure to do so will result in non-payment of the invoice. Please coordinate with Tyler Trelford @ (416) 735-6547 for all deliveries and quantities.	

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Matthew Massara **Verbal Order of**

Given to **Jim Milette**
jmilette@stephensons.ca **Telephone** **416-936-2256**

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by **Title** **Signature**

(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

Purchase Order No. 1462-2000

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	Blanket Rental
Invoices Required	1
Date	July 21, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
Terms	**Net 30 Days/2% Disc. 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Stephenson's Rental Services
6895 Columbus Road
Mississauga, ON
L5T 1G9

Deliver to: Stanley District – Niagara Falls
5536 Ferry Street, Niagara Falls, ON, L2G 1S4

Telephone

This Purchase Order Is Subject to the Following Terms and Conditions

1. Failure to comply with the specifications, terms and conditions of this order or to deliver as stated herein shall entitle Buttcon Limited to cancel all or part of this order and the Supplier/Sub-Contractor will be responsible for all expenses so incurred. Time stipulated is of the essence.
2. The Supplier shall pay all shipping costs. No shipping, storing or handling claims will be honoured and no C.O.D. shipments will be accepted without written consent by Buttcon Limited.
3. Arrangements are to be made with the project supervisor before shipment is made; otherwise Buttcon Limited may return the material at the Supplier's/Sub-Contractor's expense.
4. The issuance of delivery slips or receipts does not constitute acceptance of the products, which may be rejected after later inspection. The Supplier shall be responsible for all labour and material expense involved in their replacement.
5. No price increase and no charges in addition to those shown on this order will be permitted without written authorization by Buttcon Limited.
6. The Supplier must not exceed quantities indicated on the Purchase order without further written authorization from Buttcon Limited.
7. The instructions, terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the seller and are not subject to change by any oral or written statement by the seller or by any terms stated in seller's proposal or acknowledgement unless such changed is expressly accepted in writing by Buttcon Limited.
8. The seller shall indemnify and save harmless Buttcon Limited against all claims arising out of patents, copyrights or from the consequences of any violation of any law or ordinance in connection with the goods or services supplied on this order
9. The Supplier shall insure their products at full value until they become part of the finished building. When required, the Supplier shall furnish proof of adequate insurance coverage.
10. Invoices must be rendered promptly. Buttcon Limited will calculate discount terms as commencing from date of receipt of invoices.
11. All Federal and Provincial Sales Taxes and all other excise taxes are fully included in the price or prices shown herein unless it is otherwise expressly stated in this Purchase Order.
12. If the order refers to plans or specifications the same shall be deemed to be incorporated in and be part of this order and of the Contract, and any plans, blueprints, patterns, etc. furnished by the Purchaser to the Supplier/Sub-Contractor shall not be published or disclosed by the Supplier/Sub-Contractor to any other person or corporation and shall be returned to the Purchaser upon completion of the order.
13. When this Purchase Order form is used as a Sub-contract form calling for the supply of both materials and labour on site, acceptance of said Purchase Order form obligates the Vendor to all the standard requirements of the CCA 1, Revised 2001 Canadian Standard Form of Construction Contract between contractor and Sub-contractor or the latest revised edition thereto.
14. Where this Purchase Order involves a revision to a pre-existing contract/Purchase Order, all terms and conditions of that Contract/Purchase Order not specifically revised or altered by the terms and conditions of this order shall apply to this order when accepted by the Supplier/Sub-Contractor.
15. The Suppliers, Sub-Trades and their Suppliers must comply with all Workplace Hazardous Materials Information System (W.H.M.I.S.) Regulations with the delivery of any product.
16. When a Supplier's representative/driver is on site, they must comply with all rules and regulations indicated in the latest edition of the Occupational Health and Safety Act, Ministry of the Environment and Energy Waste Audit and Reduction Work Plan for Construction and Demolition projects as required under Ontario Regulation 102/94 and Buttcon Limited's Safety Program and Waste Audit Reduction Program, which are available on site for review.
17. Payment to the Sub-Contractors and/or Suppliers is conditional on Buttcon Limited being paid the certified amount by the Owner, in which the Sub-Contractor's Supplier's amount has been included.

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Matthew Massara **Verbal Order of**

Given to **Jim Milette** **Telephone** **416-936-2256**
jmilette@stephensons.ca

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by **Title** **Signature**

(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

TAB 7

This is **Exhibit "7"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

Purchase Order No. 1462-2001

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	Blanket Rental
Invoices Required	1
Date	July 23, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
Terms	Net 30 Days/2% Disc. 15 Days

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Battlefield Equipment Rentals
6970 Oakwood Drive
Niagara Falls, ON
L2G 0H9

Deliver to: Stanley District – Niagara Falls
5536 Ferry Street, Niagara Falls, ON, L2G 1S4

Telephone

Quantity	Particulars	Price
	Blanket Rental (Open Rental) As per 2020 rental rates. Prices to be held till end of year. Delivery tickets signed by Buttcon Limited's site representative must accompany all invoices. Any failure to do so will result in non-payment of the invoice. Please coordinate with Tyler Trelford @ (416) 735-6547 for all deliveries and quantities.	

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Matthew Massara **Verbal Order of**

Given to **Billy Dempster**
Billy.dempster@toromont.com **Telephone** **289-541-9426**

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by BILLY DEMPSTER **Title** ACCOUNTS MANAGER **Signature**
(Print Name) I HAVE THE AUTHORITY TO BIND THE COMPANY

These terms and conditions form part of this Purchase Order.

Purchase Order No. 1462-2001

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.
Allocation No. Blanket Rental
Invoices Required 1
Date July 23, 2020
Harmonized Sales Tax 13% Extra
F.O.B. Job Site
Terms **Net 30 Days/2% Disc. 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Battlefield Equipment Rentals
6970 Oakwood Drive
Niagara Falls, ON
L2G 0H9

Deliver to: Stanley District – Niagara Falls
5536 Ferry Street, Niagara Falls, ON, L2G 1S4

Telephone

This Purchase Order Is Subject to the Following Terms and Conditions

1. Failure to comply with the specifications, terms and conditions of this order or to deliver as stated herein shall entitle Buttcon Limited to cancel all or part of this order and the Supplier/Sub-Contractor will be responsible for all expenses so incurred. Time stipulated is of the essence.
2. The Supplier shall pay all shipping costs. No shipping, storing or handling claims will be honoured and no C.O.D. shipments will be accepted without written consent by Buttcon Limited.
3. Arrangements are to be made with the project supervisor before shipment is made; otherwise Buttcon Limited may return the material at the Supplier's/Sub-Contractor's expense.
4. The issuance of delivery slips or receipts does not constitute acceptance of the products, which may be rejected after later inspection. The Supplier shall be responsible for all labour and material expense involved in their replacement.
5. No price increase and no charges in addition to those shown on this order will be permitted without written authorization by Buttcon Limited.
6. The Supplier must not exceed quantities indicated on the Purchase order without further written authorization from Buttcon Limited.
7. The instructions, terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the seller and are not subject to change by any oral or written statement by the seller or by any terms stated in seller's proposal or acknowledgement unless such changed is expressly accepted in writing by Buttcon Limited.
8. The seller shall indemnify and save harmless Buttcon Limited against all claims arising out of patents, copyrights or from the consequences of any violation of any law or ordinance in connection with the goods or services supplied on this order
9. The Supplier shall insure their products at full value until they become part of the finished building. When required, the Supplier shall furnish proof of adequate insurance coverage.
10. Invoices must be rendered promptly. Buttcon Limited will calculate discount terms as commencing from date of receipt of invoices.
11. All Federal and Provincial Sales Taxes and all other excise taxes are fully included in the price or prices shown herein unless it is otherwise expressly stated in this Purchase Order.
12. If the order refers to plans or specifications the same shall be deemed to be incorporated in and be part of this order and of the Contract, and any plans, blueprints, patterns, etc. furnished by the Purchaser to the Supplier/Sub-Contractor shall not be published or disclosed by the Supplier/Sub-Contractor to any other person or corporation and shall be returned to the Purchaser upon completion of the order.
13. When this Purchase Order form is used as a Sub-contract form calling for the supply of both materials and labour on site, acceptance of said Purchase Order form obligates the Vendor to all the standard requirements of the CCA 1, Revised 2001 Canadian Standard Form of Construction Contract between contractor and Sub-contractor or the latest revised edition thereto.
14. Where this Purchase Order involves a revision to a pre-existing contract/Purchase Order, all terms and conditions of that Contract/Purchase Order not specifically revised or altered by the terms and conditions of this order shall apply to this order when accepted by the Supplier/Sub-Contractor.
15. The Suppliers, Sub-Trades and their Suppliers must comply with all Workplace Hazardous Materials Information System (W.H.M.I.S.) Regulations with the delivery of any product.
16. When a Supplier's representative/driver is on site, they must comply with all rules and regulations indicated in the latest edition of the Occupational Health and Safety Act, Ministry of the Environment and Energy Waste Audit and Reduction Work Plan for Construction and Demolition projects as required under Ontario Regulation 102/94 and Buttcon Limited's Safety Program and Waste Audit Reduction Program, which are available on site for review.
17. Payment to the Sub-Contractors and/or Suppliers is conditional on Buttcon Limited being paid the certified amount by the Owner, in which the Sub-Contractor's Supplier's amount has been included.

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Matthew Massara **Verbal Order of**

Given to **Billy Dempster** **Billy.dempster@toromont.com** **Telephone** **289-541-9426**

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by BILLY DEMPSTER **Title** ACCOUNTS MANAGER **Signature** Billy Dempster
(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

TAB 8

This is **Exhibit "8"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

Purchase Order No. 1462-2002

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	1-1811-M
Invoices Required	1
Date	July 23, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
Terms	**Net 30 Days/2% Disc. 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Greenway Eco Services
PO Box 77021
Woodbridge, ON
M5R 2N5

Deliver to: Stanley District – Niagara Falls
5536 Ferry Street, Niagara Falls, ON, L2G 1S4

Telephone

Quantity	Particulars	Price
	Disposal Rates: Mixed Waste @ $135.00/metric tonne Clean Wood @ $105.00/metric tonne Clean Drywall Only @ $115.00/metric tonne **Lift Prices:** 14 yard - $230.00/lift (Mixed Waste Roll Off) 20 yard - $240.00/lift (Mixed Waste Roll Off) 40 yard - $255.00/lift (Mixed Waste Roll Off) 14 yard - $650.00/flat rate (Clean Fill Roll Off) 14 yard - $605.00/flat rate (Concrete Roll Off) 14 yard - $240.00/lift (Scrap Metal Roll Off) 20 yard - $240.00/lift (Scrap Metal Roll Off) 40 yard - $240.00/lift (Scrap Metal Roll Off) All scrap rebates are credited back to Buttcon Ltd. All concrete, dirt, wood, scrap and drywall loads must be clean and not contaminated with any other waste in load. If contaminated it will be charged as mixed waste rates. Monthly Waste Audits @ $1,095.00 (One-time charge). For duration of the project	

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Matthew Massara **Verbal Order of**

Given to **Domenic Spagnolo**
DSpagnolo@greenwayeco.ca **Telephone** **905-605-4022**

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by Joe Fuda **Title** PrincipalPr **Signature** Joey Fuda
(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

Purchase Order No. 1462-2002

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	1-1811-M
Invoices Required	1
Date	July 23, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
Terms	**Net 30 Days/2% Disc. 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Greenway Eco Services
PO Box 77021
Woodbridge, ON
M5R 2N5

Deliver to: Stanley District – Niagara Falls
5536 Ferry Street, Niagara Falls, ON, L2G 1S4

Telephone

Delivery tickets signed by Buttcon Limited's site representative must accompany all invoices. Failure to do so will result in non-payment of the invoice.

All tickets must be signed on site or emailed within 24hrs for signature to job site. If this is not followed, then you must accompany all unsigned tickets with GPS tracking.

All prices to remain for the duration of the project until completion.

Please coordinate with Tyler Trelford @ (416) 735-6547 for all deliveries and quantities.

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Matthew Massara **Verbal Order of**

Given to **Domenic Spagnolo** **Telephone** **905-605-4022**
DSpagnolo@greenwayeco.ca

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by Joe Fuda **Title** Principal **Signature** Joey Fuda
(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

Purchase Order No. 1462-2002

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	1-1811-M
Invoices Required	1
Date	July 23, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
Terms	**Net 30 Days/2% Disc. 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Greenway Eco Services
PO Box 77021
Woodbridge, ON
M5R 2N5

Deliver to: Stanley District – Niagara Falls
5536 Ferry Street, Niagara Falls, ON, L2G 1S4

Telephone

This Purchase Order Is Subject to the Following Terms and Conditions

1. Failure to comply with the specifications, terms and conditions of this order or to deliver as stated herein shall entitle Buttcon Limited to cancel all or part of this order and the Supplier/Sub-Contractor will be responsible for all expenses so incurred. Time stipulated is of the essence.
2. The Supplier shall pay all shipping costs. No shipping, storing or handling claims will be honoured and no C.O.D. shipments will be accepted without written consent by Buttcon Limited.
3. Arrangements are to be made with the project supervisor before shipment is made; otherwise Buttcon Limited may return the material at the Supplier's/Sub-Contractor's expense.
4. The issuance of delivery slips or receipts does not constitute acceptance of the products, which may be rejected after later inspection. The Supplier shall be responsible for all labour and material expense involved in their replacement.
5. No price increase and no charges in addition to those shown on this order will be permitted without written authorization by Buttcon Limited.
6. The Supplier must not exceed quantities indicated on the Purchase order without further written authorization from Buttcon Limited.
7. The instructions, terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the seller and are not subject to change by any oral or written statement by the seller or by any terms stated in seller's proposal or acknowledgement unless such changed is expressly accepted in writing by Buttcon Limited.
8. The seller shall indemnify and save harmless Buttcon Limited against all claims arising out of patents, copyrights or from the consequences of any violation of any law or ordinance in connection with the goods or services supplied on this order
9. The Supplier shall insure their products at full value until they become part of the finished building. When required, the Supplier shall furnish proof of adequate insurance coverage.
10. Invoices must be rendered promptly. Buttcon Limited will calculate discount terms as commencing from date of receipt of invoices.
11. All Federal and Provincial Sales Taxes and all other excise taxes are fully included in the price or prices shown herein unless it is otherwise expressly stated in this Purchase Order.
12. If the order refers to plans or specifications the same shall be deemed to be incorporated in and be part of this order and of the Contract, and any plans, blueprints, patterns, etc. furnished by the Purchaser to the Supplier/Sub-Contractor shall not be published or disclosed by the Supplier/Sub-Contractor to any other person or corporation and shall be returned to the Purchaser upon completion of the order.
13. When this Purchase Order form is used as a Sub-contract form calling for the supply of both materials and labour on site, acceptance of said Purchase Order form obligates the Vendor to all the standard requirements of the CCA 1, Revised 2001 Canadian Standard Form of Construction Contract between contractor and Sub-contractor or the latest revised edition thereto.
14. Where this Purchase Order involves a revision to a pre-existing contract/Purchase Order, all terms and conditions of that Contract/Purchase Order not specifically revised or altered by the terms and conditions of this order shall apply to this order when accepted by the Supplier/Sub-Contractor.
15. The Suppliers, Sub-Trades and their Suppliers must comply with all Workplace Hazardous Materials Information System (W.H.M.I.S.) Regulations with the delivery of any product.
16. When a Supplier's representative/driver is on site, they must comply with all rules and regulations indicated in the latest edition of the Occupational Health and Safety Act, Ministry of the Environment and Energy Waste Audit and Reduction Work Plan for Construction and Demolition projects as required under Ontario Regulation 102/94 and Buttcon Limited's Safety Program and Waste Audit Reduction Program, which are available on site for review.
17. Payment to the Sub-Contractors and/or Suppliers is conditional on Buttcon Limited being paid the certified amount by the Owner, in which the Sub-Contractor's Supplier's amount has been included.

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Matthew Massara **Verbal Order of**

Given to **Domenic Spagnolo** **Telephone** **905-605-4022**
DSpagnolo@greenwayeco.ca

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by Joe Fuda **Title** Principal **Signature** Joey Fuda
(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

TAB 9

This is **Exhibit "9"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

Purchase Order No. 1462-2003

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	1-1130-M
Invoices Required	1
Date	July 24, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
Terms	**Net 30 Days/2% Disc. 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Culligan Niagara
94 Dunkirk Road, Unit 1
Niagara, ON
L2R 6P9

Deliver to: Stanley District – Niagara Falls
5536 Ferry Street, Niagara Falls, ON, L2G 1S4

Telephone

Quantity	Particulars	Price
	Water Cooler Water cooler rental @ $15.00/month Reverse osmosis water 18.5L bottle @ $8.16/bottle Bottle deposit / credit @ $10.00/bottle Delivery tickets signed by Buttcon Limited's site representative must accompany all invoices. Failure to do so will result in non-payment of the invoice. Please coordinate with Tyler Trelford @ (416) 735-6547 for all deliveries and quantities. Total Purchase Order Amount Not To Exceed Without A Revision: $5,000.00	

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Matthew Massara **Verbal Order of**

Given to **Kelly Dafoe** **Telephone** **905-688-3322**
kelly@culliganniagara.com

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by **Title** **Signature**

(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

Purchase Order No. 1462-2003

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	1-1130-M
Invoices Required	1
Date	July 24, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
Terms	**Net 30 Days/2% Disc. 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Culligan Niagara
94 Dunkirk Road, Unit 1
Niagara, ON
L2R 6P9

Deliver to: Stanley District – Niagara Falls
5536 Ferry Street, Niagara Falls, ON, L2G 1S4

Telephone

This Purchase Order Is Subject to the Following Terms and Conditions

1. Failure to comply with the specifications, terms and conditions of this order or to deliver as stated herein shall entitle Buttcon Limited to cancel all or part of this order and the Supplier/Sub-Contractor will be responsible for all expenses so incurred. Time stipulated is of the essence.
2. The Supplier shall pay all shipping costs. No shipping, storing or handling claims will be honoured and no C.O.D. shipments will be accepted without written consent by Buttcon Limited.
3. Arrangements are to be made with the project supervisor before shipment is made; otherwise Buttcon Limited may return the material at the Supplier's/Sub-Contractor's expense.
4. The issuance of delivery slips or receipts does not constitute acceptance of the products, which may be rejected after later inspection. The Supplier shall be responsible for all labour and material expense involved in their replacement.
5. No price increase and no charges in addition to those shown on this order will be permitted without written authorization by Buttcon Limited.
6. The Supplier must not exceed quantities indicated on the Purchase order without further written authorization from Buttcon Limited.
7. The instructions, terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the seller and are not subject to change by any oral or written statement by the seller or by any terms stated in seller's proposal or acknowledgement unless such changed is expressly accepted in writing by Buttcon Limited.
8. The seller shall indemnify and save harmless Buttcon Limited against all claims arising out of patents, copyrights or from the consequences of any violation of any law or ordinance in connection with the goods or services supplied on this order
9. The Supplier shall insure their products at full value until they become part of the finished building. When required, the Supplier shall furnish proof of adequate insurance coverage.
10. Invoices must be rendered promptly. Buttcon Limited will calculate discount terms as commencing from date of receipt of invoices.
11. All Federal and Provincial Sales Taxes and all other excise taxes are fully included in the price or prices shown herein unless it is otherwise expressly stated in this Purchase Order.
12. If the order refers to plans or specifications the same shall be deemed to be incorporated in and be part of this order and of the Contract, and any plans, blueprints, patterns, etc. furnished by the Purchaser to the Supplier/Sub-Contractor shall not be published or disclosed by the Supplier/Sub-Contractor to any other person or corporation and shall be returned to the Purchaser upon completion of the order.
13. When this Purchase Order form is used as a Sub-contract form calling for the supply of both materials and labour on site, acceptance of said Purchase Order form obligates the Vendor to all the standard requirements of the CCA 1, Revised 2001 Canadian Standard Form of Construction Contract between contractor and Sub-contractor or the latest revised edition thereto.
14. Where this Purchase Order involves a revision to a pre-existing contract/Purchase Order, all terms and conditions of that Contract/Purchase Order not specifically revised or altered by the terms and conditions of this order shall apply to this order when accepted by the Supplier/Sub-Contractor.
15. The Suppliers, Sub-Trades and their Suppliers must comply with all Workplace Hazardous Materials Information System (W.H.M.I.S.) Regulations with the delivery of any product.
16. When a Supplier's representative/driver is on site, they must comply with all rules and regulations indicated in the latest edition of the Occupational Health and Safety Act, Ministry of the Environment and Energy Waste Audit and Reduction Work Plan for Construction and Demolition projects as required under Ontario Regulation 102/94 and Buttcon Limited's Safety Program and Waste Audit Reduction Program, which are available on site for review.
17. Payment to the Sub-Contractors and/or Suppliers is conditional on Buttcon Limited being paid the certified amount by the Owner, in which the Sub-Contractor's Supplier's amount has been included.

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Matthew Massara **Verbal Order of**

Given to **Kelly Dafoe** **Telephone** **905-688-3322**
kelly@culliganniagara.com

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by **Title** **Signature**

(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

TAB 10

This is **Exhibit "10"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

Purchase Order No. 1462-2005

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	1-1230-M
Invoices Required	1
Date	January 4, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
Terms	**Net 30 Days/2% Disc. 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Chantler's Environmental Services Ltd.
9426 Wellington Rd 22
Hillsburgh, ON
N0B 1Z0

Deliver to: Stanley District – Niagara Falls
5536 Ferry Street, Niagara Falls, ON, L2G 1S4

Telephone

Quantity	Particulars	Price
	For supply and rental.	
		$130.00
1	Chemical Flush with Hand Sanitizer including 1 service weekly / 28 days	**$50.00**
	Delivery and pick up / $25.00 each way	
	Delivery tickets signed by Buttcon Limited's site representative must accompany all invoices. Failure to do so will result in non-payment of the invoice.	
	Please coordinate with Tyler Trelford @ (416) 735-6547 for all deliveries and quantities.	
	Total Purchase Order Amount	**$180.00**

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Michael Di Gaetano **Verbal Order of**

Given to **Mariam Watson** **Telephone** **800-265-3384**
mariam@chantlers.on.ca

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by **Title** **Signature**

(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

Purchase Order No. 1462-2005

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	1-1230-M
Invoices Required	1
Date	January 4, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
Terms	**Net 30 Days/2% Disc. 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Chantler's Environmental Services Ltd.
9426 Wellington Rd 22
Hillsburgh, ON
N0B 1Z0

Deliver to: Stanley District – Niagara Falls
5536 Ferry Street, Niagara Falls, ON, L2G 1S4

Telephone

This Purchase Order Is Subject to the Following Terms and Conditions

1. Failure to comply with the specifications, terms and conditions of this order or to deliver as stated herein shall entitle Buttcon Limited to cancel all or part of this order and the Supplier/Sub-Contractor will be responsible for all expenses so incurred. Time stipulated is of the essence.
2. The Supplier shall pay all shipping costs. No shipping, storing or handling claims will be honoured and no C.O.D. shipments will be accepted without written consent by Buttcon Limited.
3. Arrangements are to be made with the project supervisor before shipment is made; otherwise Buttcon Limited may return the material at the Supplier's/Sub-Contractor's expense.
4. The issuance of delivery slips or receipts does not constitute acceptance of the products, which may be rejected after later inspection. The Supplier shall be responsible for all labour and material expense involved in their replacement.
5. No price increase and no charges in addition to those shown on this order will be permitted without written authorization by Buttcon Limited.
6. The Supplier must not exceed quantities indicated on the Purchase order without further written authorization from Buttcon Limited.
7. The instructions, terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the seller and are not subject to change by any oral or written statement by the seller or by any terms stated in seller's proposal or acknowledgement unless such changed is expressly accepted in writing by Buttcon Limited.
8. The seller shall indemnify and save harmless Buttcon Limited against all claims arising out of patents, copyrights or from the consequences of any violation of any law or ordinance in connection with the goods or services supplied on this order
9. The Supplier shall insure their products at full value until they become part of the finished building. When required, the Supplier shall furnish proof of adequate insurance coverage.
10. Invoices must be rendered promptly. Buttcon Limited will calculate discount terms as commencing from date of receipt of invoices.
11. All Federal and Provincial Sales Taxes and all other excise taxes are fully included in the price or prices shown herein unless it is otherwise expressly stated in this Purchase Order.
12. If the order refers to plans or specifications the same shall be deemed to be incorporated in and be part of this order and of the Contract, and any plans, blueprints, patterns, etc. furnished by the Purchaser to the Supplier/Sub-Contractor shall not be published or disclosed by the Supplier/Sub-Contractor to any other person or corporation and shall be returned to the Purchaser upon completion of the order.
13. When this Purchase Order form is used as a Sub-contract form calling for the supply of both materials and labour on site, acceptance of said Purchase Order form obligates the Vendor to all the standard requirements of the CCA 1, Revised 2001 Canadian Standard Form of Construction Contract between contractor and Sub-contractor or the latest revised edition thereto.
14. Where this Purchase Order involves a revision to a pre-existing contract/Purchase Order, all terms and conditions of that Contract/Purchase Order not specifically revised or altered by the terms and conditions of this order shall apply to this order when accepted by the Supplier/Sub-Contractor.
15. The Suppliers, Sub-Trades and their Suppliers must comply with all Workplace Hazardous Materials Information System (W.H.M.I.S.) Regulations with the delivery of any product.
16. When a Supplier's representative/driver is on site, they must comply with all rules and regulations indicated in the latest edition of the Occupational Health and Safety Act, Ministry of the Environment and Energy Waste Audit and Reduction Work Plan for Construction and Demolition projects as required under Ontario Regulation 102/94 and Buttcon Limited's Safety Program and Waste Audit Reduction Program, which are available on site for review.
17. Payment to the Sub-Contractors and/or Suppliers is conditional on Buttcon Limited being paid the certified amount by the Owner, in which the Sub-Contractor's Supplier's amount has been included.

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Michael Di Gaetano **Verbal Order of**

Given to **Mariam Watson** **Telephone** **800-265-3384**
mariam@chantlers.on.ca

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by **Title** **Signature**

(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

TAB 11

This is **Exhibit "11"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

Buttcon Limited
General Contracting
Project Management
Construction Management
Design Build

September 10, 2020

Multiview Locates Inc.
325 Matheson Blvd East
Mississauga, ON
L4Z 1X8

Attn: Simon Lemieux

Ref: Stanley District – Underground Parking Early Works

Dear Simon Lemieux:

We are enclosing herewith your copy of Purchase Order 1462-5000, dated September 2, 2020, duly signed for your records.

Yours truly,

BUTTCON LIMITED

Mark Rowlands
Vice-President - Operations

MR:nr
encl.

8000 Jane Street
Tower B, Suite 401
Concord, Ontario
L4K 5B8
Tel: (905) 907-4242
Fax: (905) 907-8096
Web Site: www.buttcon.com

Purchase Order No. 1462-5000

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	01-1436S
Invoices Required	1
Date	September 2, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
	Terms – No Holdback **2% Discount - 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Multiview Locates Inc.
325 Matheson Blvd East
Mississauga, ON
L4Z 1X8

Deliver to: Niagara Falls, ON

Telephone

Quantity	Particulars	Price
	To provide all necessary labour, material, equipment and supervision to complete the supply and installation of specification section/division: Division 1 – General Requirements Utility Locates All as per plans and specifications including Addenda No. 01, Post Tender Addendum No. 01 and local authorities having jurisdiction in the area of work including N.B.C., O.B.C. requirements: CONTRACT DOCUMENTS: **Drawings:** Site Removal Plan dated June 19, 2020. **Addenda:** Addendum #01, issued by Buttcon Limited, dated July 1, 2020. Post Tender Addendum #01, issued by Buttcon Limited, dated August 20, 2020. **Project Schedule:** Expected Project Start Date: Mid July 2020. **Reference Documents:** • Buttcon Limited Safety Program dated March 2020 • COVID-19 Buttcon Pandemic Plan – May 5, 2020 • COVID-19 Business Partner Communication – May 5, 2020 For the Total Amount of **Including but not limited to the following:** Provide utility locating services within the property boundaries as indicated. Provide utility locating services outside of the property boundaries as indicated.	**$30,380.00**

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Michael Vannicola **Verbal Order of**

Given to **Simon Lemieux/ slemieux@multiview.ca** **Telephone/Fax** **(905) 629-8959/7379**

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by Jodi Burchenson **Title** Director of Operations **Signature**

(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

Purchase Order No. 1462-5000

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	01-1436S
Invoices Required	1
Date	September 2, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
	Terms – No Holdback **2% Discount - 15 Days**

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Multiview Locates Inc.
325 Matheson Blvd East
Mississauga, ON
L4Z 1X8

Deliver to: Niagara Falls, ON

Telephone

Provide Sewer Pipe Invert Measurements.
Provide Sewer Pipe Diameter.
Provide complete utility locates drawings
Complete a Subsurface Utility Engineering (SUE) Quality Level B,C,D and A investigation.

This contract is for and on behalf of La Pue International Inc. with Buttcon Limited acting as Construction Manager.
All related clean up and removal of debris from site including supply of garbage containers for your own use. Failure to do so will result in backcharges.
No payment will be made until contract is signed and returned.
Provide proof of valid liability insurance in a form acceptable to Buttcon Limited in an amount of no less than $5,000,000.00 and Workplace Safety & Insurance Board Clearance Certificate prior to commencement of work. Certificates of Insurance are to name Buttcon Limited as additional insured. Certificates are to name Buttcon Limited and La Pue International Inc. as additional insured.
Certificates of Insurance and Workplace Safety & Insurance Board Clearance Certificates must be renewed on expiry and prior to any payment being made under this contract.
Professional Liability (errors and omissions) Insurance (from the date of first design) covering all professionals engaged by the Contractor to fulfil the design elements of the Contract Work. Such insurance shall provide coverage for claims alleging an error, omission or negligent act in the performance of a professional service. Such insurance will have a limit of not less than five million dollars ($5,000,000.00) per claim limit and shall continue in force for a period of not less than thirty-six (36) months from the date of Substantial Performance.
Please contact Tyler Trelford of this office for project management and coordination.

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Michael Vannicola **Verbal Order of**

Given to **Simon Lemieux/ slemieux@multiview.ca** **Telephone/Fax** **(905) 629-8959/7379**

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by Jodi Burchenson **Title** Director of Operations **Signature**

(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

Purchase Order No. 1462-5000

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	01-1436S
Invoices Required	1
Date	September 2, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
	Terms – No Holdback 2% Discount - 15 Days

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Multiview Locates Inc.
325 Matheson Blvd East
Mississauga, ON
L4Z 1X8

Deliver to: Niagara Falls, ON

Telephone

	Submit submittals/deliverables for review if required. Submit samples as specified for review if required. Submit Method of Procedure (M.O.P.) for all work being performed by this trade. Subcontractors' progress draw and invoice for payment shall be submitted on or before the 25th day of each month for work up to and including the last day of the month. This subcontractor and any of their subcontractors must be a signatory to the Labourers' and Carpenters' Unions that have jurisdiction in the area of work. This subcontractor and any of their subcontractors must use the Labourers' and Carpenters' Unions having jurisdiction for any work that is within the jurisdictional claims of the labourers' and carpenters' respective agreements. This subcontractor must comply with all rules and regulations indicated in the latest edition of the "Occupational Health and Safety Act, and Regulations for Construction Project" and the Ministry of the Environment "Energy Waste Audit and Reduction Work Plans for Construction and Demolition" projects as required under Ontario Regulation 102/94 and Buttcon Limited's Safety Programme and Waste Audit Reduction Programme, which are available on site for review. The main contract between La Pue International Inc. and Buttcon Limited forms part of this agreement. Time is of the essence, contract schedule is to be strictly adhered to, and any delays caused by this trade can result in charges from the owner and Buttcon Limited. Any trade bringing in problems to the Superintendent or Project Manager must also bring ideas as to how the problems might be resolved. All Change Bulletins issued by Buttcon Limited are to be priced with a complete breakdown of labour and material within 10 calendar days from receipt of Change Bulletin. Failure to do so will result in Buttcon Limited not submitting a price or submitting a price on your behalf, which this trade will have to accept.	

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Michael Vannicola **Verbal Order of**

Given to **Simon Lemieux/ slemieux@multiview.ca** **Telephone/Fax** **(905) 629-8959/7379**

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by Jodi Burchenson **Title** Director of Operations **Signature**

(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

Purchase Order No. 1462-5000

Buttcon Limited
General Contracting
Project Management
Construction Management

8000 Jane Street
Tower B, Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242

Revision No.	
Allocation No.	01-1436S
Invoices Required	1
Date	September 2, 2020
Harmonized Sales Tax	13% Extra
F.O.B.	Job Site
	Terms – No Holdback 2% Discount - 15 Days

Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Multiview Locates Inc.
325 Matheson Blvd East
Mississauga, ON
L4Z 1X8

Deliver to: Niagara Falls, ON

Telephone

	Provide an original Workplace Safety & Insurance Board Clearance Certificate to Buttcon Limited's Accounting department each month with each progress payment invoice. Failure to do so will result in non-payment of the invoice. Provide company safety program/policy to Buttcon Limited's head office prior to commencement of work. Failure to do so will result in your work force not being allowed on site until such program/policy is issued to Buttcon Limited and all cost incurred due to the delay will be charged to this trade. This trade must notify Buttcon Limited in writing if they subcontract part of the work of this contract and must provide proper safety documentation to Buttcon Limited for each of their subtrades. This contract may be terminated for non-compliance with Buttcon's safety policy. This contract may be terminated if subcontractor financial and bonding references are not satisfactory to Buttcon Limited. All materials delivered to site must be clean and dry unless material is to be installed wet e.g., concrete and backfill materials etc. All commissioning to be completed in accordance with plans and specifications and CSA (Canadian Standards Association) standards. All this trade's deficiencies must be completed within one month of the date of substantial completion as certified by the consultants. Failure to do so may result in others being hired to complete deficiencies at the cost of this trade and final payment being held back until all deficiencies are complete. This Subcontractor shall ensure that Buttcon Limited Health and Safety Programme and all requirements of the O.H.S.A and Regulations are enforced with all employees, subcontractors, suppliers or visitors and immediate corrective action is taken to eliminate any hazardous conditions, violations, or other non-compliance. This Subcontractor shall be responsible for and shall fully indemnify Buttcon Limited	

Please show Order Numbers on All Packages, Delivery Slips and Invoices

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Given to	**Simon Lemieux/ slemieux@multiview.ca**	**Telephone/Fax**	**(905) 629-8959/7379**

Buttcon Limited per

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Purchase Order No. 1462-5000

Buttcon Limited
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8000 Jane Street
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Revision No.	
Allocation No.	01-1436S
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Date	September 2, 2020
Harmonized Sales Tax	13% Extra
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	Terms – No Holdback **2% Discount - 15 Days**

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All in accordance with superintendent's request and/or latest construction schedule.

To: Multiview Locates Inc.
325 Matheson Blvd East
Mississauga, ON
L4Z 1X8

Deliver to: Niagara Falls, ON

Telephone

for any and all costs, charges, fines, and convictions created as a result of the activities of this trade and this trade's suppliers, subtrades, workers, and visitors including costs related to defending any action and costs due to delays in the progress of work resulting from non-compliance of this trade and this trade's suppliers, subtrades, workers, and visitors.

Compliance with Laws, Ethical Standards, and Code of Conduct

We expect all suppliers, agents, business partners, consultants and licensees under contract with Buttcon to comply with all applicable laws, regulations, code of conduct, standards and ordinances in force during the term of this Agreement (including without limitation those relating to health and safety) and adhere to the highest standards and principles of ethics and business conduct in the performance of the Services.

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Michael Vannicola **Verbal Order of**

Given to **Simon Lemieux/ slemieux@multiview.ca** **Telephone/Fax** **(905) 629-8959/7379**

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by Jodi Burchenson **Title** Director of Operations **Signature**

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Purchase Order No. 1462-5000

Buttcon Limited
General Contracting
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8000 Jane Street
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Tel: (905) 907-4242

Revision No.	
Allocation No.	01-1436S
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Delivery Date:
All in accordance with superintendent's request and/or latest construction schedule.

To: Multiview Locates Inc.
325 Matheson Blvd East
Mississauga, ON
L4Z 1X8

Deliver to: Niagara Falls, ON

Telephone

his Purchase Order Is Subject to the Following Terms and Conditions

1. Failure to comply with the specifications, terms and conditions of this order or to deliver as stated herein shall entitle Buttcon Limited to cancel all or part of this order and the Supplier/Sub-Contractor will be responsible for all expenses so incurred. Time stipulated is of the essence.
2. The Supplier shall pay all shipping costs. No shipping, storing or handling claims will be honoured and no C.O.D. shipments will be accepted without written consent by Buttcon Limited.
3. Arrangements are to be made with the project supervisor before shipment is made; otherwise Buttcon Limited may return the material at the Supplier's/Sub-Contractor's expense.
4. The issuance of delivery slips or receipts does not constitute acceptance of the products, which may be rejected after later inspection. The Supplier shall be responsible for all labour and material expense involved in their replacement.
5. No price increase and no charges in addition to those shown on this order will be permitted without written authorization by Buttcon Limited.
6. The Supplier must not exceed quantities indicated on the Purchase order without further written authorization from Buttcon Limited.
7. The instructions, terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the seller and are not subject to change by any oral or written statement by the seller or by any terms stated in seller's proposal or acknowledgement unless such changed is expressly accepted in writing by Buttcon Limited.
8. The seller shall indemnify and save harmless Buttcon Limited against all claims arising out of patents, copyrights or from the consequences of any violation of any law or ordinance in connection with the goods or services supplied on this order
9. The Supplier shall insure their products at full value until they become part of the finished building. When required, the Supplier shall furnish proof of adequate insurance coverage.
10. Invoices must be rendered promptly. Buttcon Limited will calculate discount terms as commencing from date of receipt of invoices.
11. All Federal and Provincial Sales Taxes and all other excise taxes are fully included in the price or prices shown herein unless it is otherwise expressly stated in this Purchase Order.
12. If the order refers to plans or specifications the same shall be deemed to be incorporated in and be part of this order and of the Contract, and any plans, blueprints, patterns, etc. furnished by the Purchaser to the Supplier/Sub-Contractor shall not be published or disclosed by the Supplier/Sub-Contractor to any other person or corporation and shall be returned to the Purchaser upon completion of the order.
13. When this Purchase Order form is used as a Sub-contract form calling for the supply of both materials and labour on site, acceptance of said Purchase Order form obligates the Vendor to all the standard requirements of the CCA 1, Revised 2008 Canadian Standard Form of Construction Contract between contractor and Sub-contractor or the latest revised edition thereto.
14. Where this Purchase Order involves a revision to a pre-existing contract/Purchase Order, all terms and conditions of that Contract/Purchase Order not specifically revised or altered by the terms and conditions of this order shall apply to this order when accepted by the Supplier/Sub-Contractor.
15. The Suppliers, Sub-Trades and their Suppliers must comply with all Workplace Hazardous Materials Information System (W.H.M.I.S.) Regulations with the delivery of any product.
16. When a Supplier's representative/driver is on site, they must comply with all rules and regulations indicated in the latest edition of the Occupational Health and Safety Act, Ministry of the Environment and Energy Waste Audit and Reduction Work Plan for Construction and Demolition projects as required under Ontario Regulation 102/94 and Buttcon Limited's Safety Program and Waste Audit Reduction Program, which are available on site for review.
17. Payment to the Sub-Contractors and/or Suppliers is conditional on Buttcon Limited being paid the certified amount by the Owner, in which the Sub-Contractor's Supplier's amount has been included.

Please show Order Numbers on All Packages, Delivery Slips and Invoices

Confirmation of Michael Vannicola **Verbal Order of**

Given to **Simon Lemieux/ slemieux@multiview.ca** **Telephone/Fax** **(905) 629-8959/7379**

Buttcon Limited per

Please sign, date, and return one copy of this Purchase Order

Accepted by Jodi Burchenson **Title** Director of Operations **Signature**

(Print Name) **I HAVE THE AUTHORITY TO BIND THE COMPANY**

These terms and conditions form part of this Purchase Order.

TAB 12

This is **Exhibit "12"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

September 8, 2021

Buttcon Limited
General Contracting
Project Management
Construction
Management
Design Build
Design Build Finance

Aquatech Dewatering Company Inc.
331 Rodinea Rd
Maple, ON L6A 4P5
T: 905-907-1700

via e-mail: lcurti@aquatd.com

Attn: Luca Curti

Ref: Stanley District
5510 & 5536 Ferry Street and 5943 & 5955 Stanley Avenue, Niagara Falls

Please accept this letter as our intention to award you a contract for supply, installation, and equipment rental, for TP1.4 Dewatering, for the above project. The work as per the Tender Documents, Addenda #1 to #5 and Post Tender Addenda #1 to #4.

A formal contract in the amount of $304,613 + HST is being prepared and will be issued shortly. Optional extra to proceed only by revision to this contract:

- Additional 4 months of Dewatering System rental for the amount of $99,020+HST.

Some costs for the above contract total will be lump sum amounts and some are based on unit rates. Final contract amount may be adjusted based on unit rate items.

Please contact Tyler Trelford for project coordination.

Please proceed with all related purchasing and shop drawing submissions within 2 weeks. Please submit one copy of your company safety policy and a copy of the Ministry of Labour Registration of Constructors and Employers Engaged in Construction Form as well as your certificate of General Liability Insurance naming Buttcon Limited as additional insured, and a valid copy of your WSIB clearance certificate before any work begins on site.

Yours truly,
BUTTCON LIMITED

Simo Vrbat
Procurement Coordinator

cc: Tyler Trelford, Buttcon Limited
Michael Vannicola, Buttcon Limited
Fernando Costa, Buttcon Limited

Nicole Rak, Buttcon Limited

Buttcon Limited
General Contracting
Project Management
Construction
Management
Design Build
Design Build Finance

02-2314

I Kaveh Zamani acknowledge receipt of this Letter of Intent and agree to terms as outlined.

Signature

Sept. 8th. 2021
Date

Please sign and date this form within 24 hours. Return to Simo Vrbat: svrbat@buttcon.com

Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord, ON L4K 5B8

Project Team

Please return a copy with the details of your Project Team filled out below

Company Name:			
Title	Name	Telephone	Email Address
Project Manager	Luca Curti	647-293-3241	lcurti@aquatd.com
Project Coordinator	Cameron MacDonald	905-907-1700	cmacdonald@aquatd.com
Project Superintendent	Ian Hoard	647-546-3493	ihoard@aquatd.com
Accounts Receivable/ Billing and Account Rep.	Shawna Korpershoek	905-907-1700	Finance@aquatd.com
Contracts Recipient/ Purchasing	Luca Curti	647-293-3241	lcurti@aquatd.com
Close-Out Documents Coordinator	Luca Curti	647-293-3241	lcurti@aquatd.com

The Project Manager and/or Project Coordinator assigned to the project identified on the Project Team Contact List, will have access in our Project Management System Procore, to receive and respond to request for quotation (RFQ), which also allows them access to the original contract between Buttcon and you, the subtrade.

I Accept ☑ I Do Not Accept ☐

If you do not accept that the specified individuals have the authority to receive the change request, then by default, all RFQ's will be distributed to the primary contact person named on this contract and will be expected to respond to it.

TAB 13

This is **Exhibit "13"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

September 10, 2020

HC Matcon Inc
122 Earl Thompson Road
Ayr, ON N0B 1E0
T: 519-623-6454 F: 519-623-6061

via e-mail: jasonw@hcgroup.ca

Attn: Jason Weck

Buttcon Limited
General Contracting
Project Management
Construction
Management
Design Build
Design Build Finance

Ref: Stanley District
5510 & 5536 Ferry Street and 5943 & 5955 Stanley Avenue, Niagara Falls

Please accept this letter as our intention to award you a contract for supply and installation of Tender Package 1.2 Shoring and Caissons, for the above project. The work as per the Tender Documents and Addenda #1 to #5.

A formal contract in the amount of $4,515,000 + HST is being prepared and will be issued shortly. Optional extra to proceed at a later date via a separate contract:

- Cutting down of piles and lagging 1.2m (4ft.) and disposal of removed piles and lagging for the amount of $50,000+HST.

Please provide a SAC Headstart Subcontractor 50% Performance Bond calculated on Total Contract Value including HST, within 2 weeks of the Letter of Intent. Please ensure that the SAC Headstart Bond Format is used.

Please contact Tyler Trelford for project coordination.

Please proceed with all related purchasing and shop drawing submissions within 2 weeks. Please submit one copy of your company safety policy and a copy of the Ministry of Labour Registration of Constructors and Employers Engaged in Construction Form as well as your certificate of General Liability Insurance naming Buttcon Limited as additional insured, and a valid copy of your WSIB clearance certificate before any work begins on site.

Yours truly,
BUTTCON LIMITED

Michael Vannicola, P. Eng., LEED AP
Director of Procurement
MV/sv
cc: Tyler Trelford, Buttcon Limited
Fernando Costa, Buttcon Limited
Jason Huang, Buttcon Limited
Nicole Rak, Buttcon Limited

Simo Vrbat, Buttcon Limited

Buttcon Limited
General Contracting
Project Management
Construction
Management
Design Build
Design Build Finance

FRANK CLAESSENS

I _____ acknowledge receipt of this Letter of Intent and agree to terms as outlined.

_____ SEPTEMBER 10/20

Signature Date

Please sign and date this form within 24 hours. Return to Michael Vannicola: mvannicola@buttcon.com

HC MATCON INC.

September 4th 2020

No. of Pages: 7

Michael Vannicola
Buttcon Limited
8000 Jane St, Suite 401 Tower B
Concord, ON L4K 5B8
Phone: 905-907-4242
E-mail: mvannicola@buttcon.com

Your Ref: **Stanley District Niagara Falls**
Our Ref: **Q20-0442 R3**

We are pleased to provide pricing for the design, supply and installation of a temporary shoring system and for the supply and installation of caissons for the above noted project.

References:

1) Geotechnical Report (October 10, 2019)
   - Prepared by. Terraprobe
   - Report No.: 7-19-0065-01-R2

2) Shoring and Piling Drawings (07/10/2020)
   - Prepared by Thornton Tomasetti

Included:

- Design, supply and install a temporary shoring system (Approx. 40,894 SF)
- Install 35 Structural piles to be drilled at 1.2m diameter from grade.
- Drill Only 278 caissons (214@42", 64@72") Top of Caissons in Zone A to be 182.78 and top of caissons in Zone B & C at 183.14. Caissons to be drilled down to elevation 174.2m with a maximum rock socket of .3m. Top of caissons for those in groupings noted -1450mm to be over poured and chipped by others.
- Supply and installation of concrete and rebar.
- Auger cleaning only.
- Engineered stamped shop drawings for shoring
- Shoring Supervision
- 1 mobilization/demobilization
- 5 million dollar liability insurance
- Winter Heat for shoring concrete
- RWH Precision Monitoring
  - Pre-Construction Condition Survey
  - Shoring Monitoring Setup & Baseline Readings
  - Inclinometer Supply, Installations Support & Baseline Readings
  - Shoring Monitoring Readings & Reporting
  - Attended Vibration Monitoring

  - Drilling Platform Design, Certification & Initial Inspection
  - Maintenance Inspection
- Supply and Install Fencing (angle bar) on top of Shoring Walls welded to Soldier Piles (Supply and installation of wood by others)
- 50% Performance Bond

Lump Sum Price	**$**	**4,515,000**
Add for additional Concrete Winter Heating	**$**	**20/m3**
Add for Caisson Wall next to Bldgs	**$**	**70,000**
Cutting down of piles 1.2m (4ft) and disposal of removed piles and lagging	**$**	**50,000**

Cost for Engineered stamped shoring drawings (included in Lump Sum Price) $ 20,000

Excluded:

- Dewatering
- Concrete pumping or tremie for shoring and caissons
- Supply and placement of any anchor bolts, sono tubes, permanent casings or dowels.
- Stainless steel or galvanized reinforcing.
- Excavation and trimming for shoring; Milling/grinding caisson wall
- Lifting & hanging rakers, walers, and/or struts during installation
- Rigging & hoisting of equipment, tools, and materials in and out of the work area
- Overcoming and/or removal of any boulders or other underground obstructions
- Drilling into bedrock for shoring
- Removal of shoring systems, drilled spoils, or grout/concrete waste
- All permits, testing, inspections and monitoring
- As built drawings; Piling and installation records
- Shop drawings, as built drawings, installation records and survey report for caissons
- Private locates
- Verifying, exposing and/or supporting of underground/overhead services or utilities
- Schedule and/or cost impacts associated with the time required to obtain and confirm utility locates
- All survey and all layout.
- Traffic control, road closures and any work to existing structures/installations
- Any temporary walkways, fencing, hoarding, railings, ventilation, or lighting
- Street cleaning or dust control
- Costs affiliated with artesian or hydrostatic pressures
- Hot/cold weather protection and concrete/grout cooling/heating beyond shoring.
- Costs affiliated with tremie mix and drilling fluids
- Hand cleaning bottom of caissons.
- Chipping of caissons and costs associated with over pours of concrete

- Cleaning or leveling of caisson tops.
- Protection of drilled holes after concrete has been placed.
- Pavement/surface protection for crawler mounted equipment
- Any re-shoring and/or bracing/supporting of existing structures
- Supply, installation, and maintenance of protection measures for existing structures
- Project/site specific health & safety training and/or equipment
- Drill rig platform supply and installation

Notes/Conditions:

1) HCM Standard General Working Conditions (attached) form part of this quotation and are in line with the current Ontario Association of Foundation Specialists (OAFS) General Conditions.

2) This quote is valid for 30 days.

3) This quotation is contingent and conditional on the availability of our crews and equipment.

4) Work construction schedule is to be mutually agreed to regardless of requested or stated timelines for same.

5) HCM will not be responsible for any and all impacts and costs associated with liquidated damages or project delays.

6) This quotation is based on no overtime, unobstructed headroom, and the requirement for easy access/egress for our equipment and ready-mix trucks.

7) HST is excluded.

8) Payment Terms are to be in compliance with current Ontario Prompt Payment Regulations. Holdback to be paid 60 days from completion of HCM's scope of work.

9) This proposal is based on the execution of a standard, unmodified CCA1 (2008) contract or a mutually agreed to contract containing all the terms and conditions of this quote.

10) Temporary power and potable water at city pressure to be provided within reasonable proximity to crews and equipment. All fees and costs are to be paid for by others.

11) Approvals for Shoring System are by others. Easement agreements and or approvals for drilled tie backs shall be the responsibility of the owner.

12) Design, construction, maintenance, and monitoring of access roadways and working platforms are to be provided by others. All access roadways and working platforms are to be verified by others to be compliant with current safety regulations and sufficient for our crews, equipment and trucks. Copies of all reports and designs shall be provided to HCM at no cost. Concrete trucks must be able to displace concrete directly from the truck. All requirements under Ontario Regulation 345/15 of the Occupational Health and Safety Act are the responsibility of the purchaser.

13) AutoCAD drawings to be provided to HCM at no cost for the preparation of shop drawings.

14) Quotation is based on having uninterrupted access to the site to allow for continuous shoring installation.

15) Shoring system is based on a dewatered site and to be dewatered prior to installation of shoring and while shoring system is in use.

16) This quote is conditional on our equipment being able to work continuously and unimpeded at all locations for the duration of our scope of work. Any and all impacts associated with the proximity to existing structures, vibrations, noise, site restrictions, weight restrictions, access, and working platforms are the responsibility of the General Contractor and may have additional costs.

17) Our proposal is based on the current availability and pricing of resources which is rapidly changing in response to the COVID-19 pandemic. Our reliance on other trades, labour, consultants, material suppliers, regulatory bodies and project teams may cause delays and impacts that are beyond our control and are additional to our scope.

18) Shoring and caissons to be drilled from agreed upon platform elevations.

19) Caisson schedule by HCM to be reviewed and approved by structural engineer prior to ordering of rebar cages and mobilization.

20) Risk of lagging use next to building the responsibility of others. HCM is unsure whether their shoring engineer will stamp the use of lagging next to a building. Lagging is strucuturaly fine next to a building but does not provide the durability and ground loss resistance required for an excavation open for this length of time. HCM highly recommends that caisson wall be put next to existing structures. Shoring maintenance next to exisiting buildings buy others.

Please call if you have questions.
Sincerely,
HC Matcon Inc.



Jeff Norman
Estimator
jeffn@hcgroup.ca
Office: 519-623-6454 x232

C.C. Jason Weck, P.Eng. President HC Matcon Inc.
Attached: HCM Standard General Working Conditions
Attached: Tender Letter

General Working Conditions

CONDITIONS APPLICABLE TO ALL WORK UNLESS OTHERWISE SPECIFIED IN OUR QUOTATION **August 30, 2019**

1.	Acceptance Period	This tender is subject to revision or withdrawal if not accepted within 30 days.
2.	Bonding	The cost of bonds is excluded from this tender.
3.	G.S.T. / H.S.T.	This tender does not include G.S.T. or H.S.T.
4.	Inclusion of General Conditions of CCDC 2 or Subcontract Conditions of CCA 1	If the Client is the owner or the agent of the owner of the project, then the General Conditions of the current version of the CCDC 2 Stipulated Price Contract shall apply to the tender and to the Agreement between the Tenderer and the Client ("the Agreement"). If the Client is not the owner, or the agent of the owner of the project, then the Subcontract Conditions of the current version of the CCA 1 Stipulated Price Subcontract shall apply. These General Conditions shall take priority over the CCDC 2 General Conditions and the CCA 1 Subcontract Conditions.
5.	Priority of Documents	The Tender Letter followed by these General Conditions have priority over all other documents.
6.	Terms of Payment	90% of monthly progress invoices for all work performed including extras, shall be paid by the Client to the Tenderer without deduction, within 30 days of invoice date. Statutory Holdback shall be paid 45 days after substantial performance of the Tenderer's work.
7.	Work Schedule	The tender price is based on (i) one mobilization by the Tenderer (unless otherwise stated), (ii) sufficient access to the work site being provided to the Tenderer and (iii) the readiness of the site for the Tenderer's work to enable it, once mobilized, to work continuously and without interruption and to complete its work based on the sequence of operations determined by it, failing which the Client shall pay for its additional expenses at Standard Rates.
8.	Delays	We will not be held responsible for delays due to inclement weather, strikes, fire, flood, accident or causes beyond our control. Delays caused by the purchaser will be paid for at Standard Rates.
9.	Hours of Work/Overtime	Unless stated otherwise in this tender, our price is based on day shift, normal straight time hours of work. If we are required to work overtime or shift work, all premiums will be payable as extra work.
10.	Environmental & Contamination	No allowance for testing, locating, handling, removal or disposal of on or off site, cost impacts to other work or special procedures to work with contaminated or impacted soils, water, or hazardous material is included. We will not work in an unhealthy or unsafe environment.
11.	Insurance	We carry $5,000,000 General Liability Insurance. Any insurance policy issued on our behalf, naming others as additional insured, is effective only with respect to liability arising out of our negligence. Cost or responsibility of deductibles of Purchaser's insurance(s) is not included.
12.	Damages	The purchaser will hold us harmless and indemnify us against all claims for damage, disruption or displacement of or to existing structures, facilities or services that may result from our operations. Monitoring and precondition survey by others.
13.	Extra Work	Where additional work is carried out on a time and materials basis, whether or not subject to agreement, the purchaser agrees to validate on a daily basis the work sheets for record purposes. Extra work would be invoiced monthly and payable under the same terms as progress billings.
14.	Caisson Cleaning and Inspection	The Ontario Association of Foundation Specialists does not endorse the practices of hand cleaning and visual inspection of the base of caissons. Where such work is specified, entry into the caisson excavation will be carried out under Confined Space procedures and only where naturally occurring atmospheric conditions continuously meet the acceptable limits specified in the Ontario Construction Regulations 632/05, Confined Spaces, Section 19. Entry shall be limited to caissons 900 mm (36-inch) in diameter and larger.
15.	Exclusions in Caisson Work	Hand cleaning of caisson tops, including the removal of laitance, cleaning of reinforcing steel, protection of caissons and rebar after concrete is poured, forming above grade, supply or placing of anchor bolts or dowels and caisson/pile caps are not included.
16.	Temporary Shoring	The Client shall carry out its work expeditiously in order to minimize the working life of temporary shoring systems. The Tenderer shall not be responsible for the condition or performance of temporary shoring systems remaining in use for more than six months after installation and the Client shall indemnify and hold the Tenderer harmless for all claims relating thereto.
17.	Obstructions	Work performed by the Tenderer to remove surface and subsurface obstructions, known or unknown, including boulders and limestone, that interfere with or increase the cost of its work is extra work for which the Client shall pay at Standard Rates.
18.	Soil Conditions	We have relied on the structural and geotechnical information provided by the purchaser in the preparation of our quotation. Any changes to our work as a result of a change in subsurface conditions will result in extra charges.
19.	Tolerances	Normal industry tolerances for plumbness (2% vertical) and location (75 mm plan) of drilled piles/caissons shall be allowed.
20.	Noise and Exhaust	Any measures to control noise emissions or equipment exhaust are not included in our work and would be extra to the contract.
21.	Standard Rates	Our rates for equipment and labour plus 10% overhead plus an additional 10% for profit.
22.	Design Build	If this is a design build proposal, then strict adherence to the project specifications is not included. HCM pricing assumes industry standards will be acceptable.
SERVICES AND WORK TO BE PROVIDED BY THE PURCHASER		
23.	Supervision	On-site supervision. MOL constructor status.
24.	Site Conditions	Conduct an inspection of the work area to identify potential hazards including utilities, services, obstructions, structures and soil conditions that may endanger a worker. Site preparation including removal of hazards where practical or disconnection or inactivation, including preparation of a written report that indicates hazards identified, hazards removed and hazards disconnected or inactivated. Responsibility shall include continuous site maintenance and continuous site access to enable the Tenderer to perform its work, including the installation, operation and removal of its equipment and vehicles. Dry, stable and level working surfaces, including ramps, benches, and mats.
25.	Working Platform for Drilling Operations	Where required under Construction Regulations (Ontario Regulation 345/15) for drilling operations, the client shall have a professional engineer design a supporting surface for the drill rig in accordance with good engineering practice to adequately support the drill rig during all drilling and drill rig set-up activities and designate and design a path of travel for the drill rig to use on the project to ensure the path of travel safely supports the drill rig. A written report shall be supplied and a supporting surface and path of travel for the drill rig shall be prepared or constructed in accordance with the professional engineer's written report.
26.	Storage Area	Secure on-site storage areas suitably located for our materials, tools and equipment are to be provided.
27.	Site Protection and Maintenance	Site protection, including traffic and pedestrian control, barricades, fences, hoarding, site security, site cleaning, street cleaning, snow removal, dust control, flagmen, etc. to be provided.
28.	Utilities, etc.	Copies of certified locates and test pit information in accordance with TSSA and CSA requirements prior to the Tenderer's mobilization. The location, exposure, protection, removal, diversion and repair of and to underground, surface, above-ground and overhead services and utilities before the Tenderer requires access to these areas of the site.
29.	Permits, etc.	All permits, licenses, fees and rights to encroachment to be obtained by the purchaser.
30.	Survey & Layout	All survey work including benchmarks, lines and levels, pile/caisson/raker locations, as-built drawings and records. Precondition surveys.
31.	Site Dewatering	All site dewatering and unwatering including ground water and surface water.
32.	Inspection, etc.	Inspection, analysis, reporting, testing (including concrete testing), pre-construction surveying, shoring system monitoring, vibration monitoring and QVE certification. Verification and approval of founding materials and elevations.
33.	Drill Spoil Disposal	On-site handling, containment, stockpiling and removal of spoil (including water drilling fluids) is to be provided by the purchaser. Removal of spoil from the drilling locations to be carried out so as not to impede our operations.
34.	Lagging Excavation	All excavation shall be carried out neatly by machine to the back face of the lagging in maximum 1.2m lifts, and as required by the Tenderer to suit its shoring installation sequence. Lagging through unstable or wet soils, if performed by the Tenderer, shall be extra work.
35.	Detailed Excavation	Conduct footing excavation in a manner that does not hinder our operations and trimming of caisson walls in a manner that does not compromise its integrity. Excavation for raker footings. Excavation of berms.
36.	Weather Protection	Cold weather, frost and erosion protection of exposed shoring, backslopes, piles, caissons and adjacent footings.
37.	Removal of Shoring	Removal and disposal of any part of the shoring system, including destressing of tiebacks.
38.	Potable Water	An adequate supply of potable water to meet the Tenderer's drilling and grouting requirements.
39.	Other Services	Electricity, night floodlighting, portable toilets, sanitary services and hand wash facilities.
40.	Re-shoring	Any re-shoring, bracing, and/or supporting of existing structures that may be required.

NEW REGULATIONS GOVERNING ROTARY FOUNDATION DRILLING
ONTARIO REGULATION 345/15

We would like to bring to your attention that as of July 1, 2016 new regulations governing the use of rotary foundation drill rigs will come into effect in the province of Ontario. These regulations aim to improve safety for workers employed in the industry by mandating the following:

1. A written report detailing a Work Area Inspection undertaken by a competent worker knowledgeable about the risks and hazards of rotary foundation drill rigs. The report must identify at a minimum:
    a. Potential hazards that may pose a danger to workers or surrounding structures including, but not limited to utilities, services, obstructions, structures, and soil conditions.
    b. A plan of action to remove hazards wherever reasonably possible. Where removal is not an option disconnect, deactivate, or lock-out hazards. Where none of these options are possible mark hazard on site with signs and/or disconnection. Where abnormal hazards are present provide measures to mitigate hazards and risks.
2. Identification of safe work areas for drilling operations, staging, disassembly/alteration of rig, and storage of excavated materials.
3. Where a rotary foundation drill rig can exert a ground pressure of 200kPa a Professional Engineer must be retained to design a supporting surface for the drill rig, designate and design a safe path of travel, and issue a report as per Item 2, Section 156.4 of the Regulation.

The regulation may be viewed or downloaded from the official website of the Government of Ontario by following the link https://www.ontario.ca/laws/regulation/r15345.

We note that as per our quotation Condition 4 stipulates that design, construction, maintenance, and monitoring of access roadways and working platforms are to be provided by others and that conformance with Ontario Regulation 345/15 is the responsibility of the purchaser.

HC Matcon is dedicated to providing efficient and effective service to our clients. As such, we will be working with constructors, owners, and consultants over the next month in order to ensure compliance with the regulation and the safety of workers on all current and future projects affected.

Our current rotary foundation drill rig on the above noted site is capable of exerting ground pressures in excess of 200kPa. As such, an engineering report will be necessary for full compliance.

If you wish to discuss this matter further, please contact us at the phone number or e-mail address on the attached quote.

TAB 14

This is **Exhibit "14"** referred to in
the Affidavit of Alicia Rosati,
Sworn before me by video conference
by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

HEAD OFFICE
325 Matheson Blvd. East
Mississauga, ON L4Z 1X8
(905) 629-8959
info@multiview.ca
www.multiview.ca

INVOICE

RECEIVED
DEC 0 3 2020
BUTTCON LTD.

Buttcon Ltd.
8000 Jane Street

Concord ON L4K5B8
Canada

Attention: Accounts Payable

Invoice No :	**23101359**
Invoice Date :	**30/11/2020**
Payment Term :	Due on Receipt
Account No :	10210
Project ID :	47002

Description FSR357144 5955 Stanley Avenue, Niagara Falls, ON
Requested by Mr. Vrbat
Your Reference 1462-5000

Item	Description	Hours/Qty	Unit Price	Total Price
INV FLD	SUE Investigation - QL-B, QL-C, & QL-D	1.000	11,270.000	11,270.00
	Invert Measurements (Included)	1.000		
	Data Collection Activity (Included)	1.000		
INV DIG	Digital Drawing	1.000	2,856.000	2,856.00

1462-STANLEY DISTRICT

1462-5000
1-1436 $14,126.00
218080 $1,836.38
B# 97993 AW

P-OK
WSIB-
GL-

Sub Total	**14,126.00**
HST at 13%	1,836.38
Total CAD	**15,962.38**

2% per month being equivalent to 24% per annum charged on overdue accounts
Please make cheques payable to multiVIEW Locates Inc. at 325 Matheson Blvd. East, Mississauga, ON L4Z 1X8
For EFT transfers, multiVIEW Locates Inc. information is :
SWIFT: TDOMCATT TOR Account: 0315366 Transit: 12752 Branch: 0646 Institution: 004 Email: acct@multiview.ca
GST/HST# 13735 5632 RT0001 QST# 1220703971 TQ0001

Concrete Scanning
Utility Locating
Hydro Excavation & CCTV
Subsurface Utility Engineering
Near Surface Geophysics

TAB 15

This is **Exhibit "15"** referred to in
the Affidavit of Alicia Rosati,
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A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

HEAD OFFICE
325 Matheson Blvd. East
Mississauga, ON L4Z 1X8
(905) 629-8959
info@multiview.ca
www.multiview.ca

INVOICE

Buttcon Ltd.
8000 Jane Street

Concord ON L4K5B8
Canada

Attention: Accounts Payable

RECEIVED
JAN 26 2021
BUTTCON LTD

Invoice No :	**23101593**
Invoice Date :	**22/01/2021**
Payment Term :	Due on Receipt
Account No :	10210
Project ID :	47002

Description	FSR360620 5955 Stanley Avenue, Niagara Falls,ON
Requested by	Mr. Simo Vrbat
Your Reference	Estimate

Item	Description	Hours/Qty	Unit Price	Total Price
INV FLD	Traffic Management per day	2.000	1,150.000	2,300.00
INV HVAC	1 Test Pit - 1m Deep - Hard Surface	1.000	1,884.000	1,884.00
	1 Test Pit - 2m Deep - Hard Surface	2.000	1,994.000	3,988.00
INV ADM	Permit fee	1.000	410.000	410.00
INV HVAC	Public Utility Notification (Included)	1.000		
	Restoration and Disposal (Included)	1.000		

1462-STANLEY

1462-5000
1-1436 $8582.00
218080 $1115.66
B# 98481 AW

Sub Total	**8,582.00**
HST at 13%	1,115.66
Total CAD	**9,697.66**

2% per month being equivalent to 24% per annum charged on overdue accounts
Please make cheques payable to multiVIEW Locates Inc. at 325 Matheson Blvd. East, Mississauga, ON L4Z 1X8
For EFT transfers, multiVIEW Locates Inc. information is :
SWIFT: TDOMCATT TOR Account: 0315366 Transit: 12752 Branch: 0646 Institution: 004 Email: acct@multiview.ca
GST/HST# 13735 5632 RT0001 QST# 1220703971 TQ0001

Concrete Scanning
Utility Locating
Hydro Excavation & CCTV
Subsurface Utility Engineering
Near Surface Geophysics

TAB 16

This is **Exhibit "16"** referred to in
the Affidavit of Alicia Rosati,
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431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada
Tel: 403-206-4747 Fax: 403-264-9281

BOXX MODULAR

INVOICE **ORIGINAL**

Invoice To:
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8
Canada

Number **BXSC 31153224**
Date: 12/01/2020
Terms: NET 30
Due Date: 12/31/2020
Project: BSC02370

Contact: Alexandra Wittmann
Ref: 1469AV-2001 / 1421V - 5009

Serial No.	Description	Qty	From	To	Rate/Price	Total
MU126012EF00486 MU-00486	WHEELED MOBILE OFFICE 60'	1	Dec 01,2020	Dec 31,2020	$900.00	$900.00
OC24600315OTM0025 OC-00252	OFFICE COMPLEX	1	Dec 01,2020	Dec 31,2020	$1,800.00	$1,800.00

Location: 6289 Fallsview Blvd / 5536 Ferry St
Niagara Falls ON
Canada

Remarks: (Project Code consolidation)
Project Code: BSC02370 Based On Deliveries 34109980.

Subtotal	**$2,700.00**
HST - Ontario	$351.00
Total Tax	$351.00
Total	**$3,051.00**
Applied amount	**$0.00**
Amount Due	**$3,051.00**

If you have any questions or concerns regarding this document please contact:
Name: Shona Cumbers
Phone: (306) 569-0178
Fax: (306) 569-0799
Email: scumbers@blackdiamondgroup.com

1421V-HYATT

1421V-5009
1-1700 $1800.00
218080 $234.00
B# 97751 AW

1462 1469AV-STANLEY DISTRICT

1469AV-2001 1462
1-1700 $900.00
218080 $117.00

Please make cheque payable to: Black Diamond Limited Partnership
Suite 1000, 440 2nd Ave SW
Calgary, AB T2P 5E9
Canada

GST 842906562RT0001
PST 1001-2683

TAB 17

This is **Exhibit "17"** referred to in
the Affidavit of Alicia Rosati,
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February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

INVOICE

Chantler's Environmental Services Ltd.
9426 Wellington Rd 22
Hillsburgh, ON N0B1Z0
Tel: (800) 265-3384

Invoice #: 415037
Invoice Date: Jan 05, 2021
Page #: 1
PO Number: 1462-2005

BUTTCON LIMITED
8000 JANE ST
TOWER B SUITE 401
CONCORD, ON L4K5B8

Transaction Date	Type	Charge Code / Description	Unit Rate	Quantity	Amount
		(19) BUTTCON LIMITED Ferry St, Coronation Niagara Falls, ON L2G1S4 PO Number: 1462-2005			
Jan 12, 2021	Period	CFS- Flush Sani Portable Toilet - C-CFS 0148 / *Delivery/Pick Up* (Jan 05, 2021 - Jan 12, 2021)	$ 50.00	1.00	$ 50.00
Jan 12, 2021	Period	- C-CFS 0148 / 28 Day Period (Jan 05, 2021 - Jan 12, 2021)	$ 130.00	1.00	$ 130.00
Jan 12, 2021		H.S.T.		13.00 %	$ 23.40
		1462-STANLEY T.TRELFORD 1462-2005 1-1230 $180.00 218080 $23.40 B# 101564 AW		**Invoice Total**	**$ 203.40**

HST# 894986009
NET 30
Thank you for your business

TEAR OFF HEADER AND RETURN LOWER PORTION WITH YOUR PAYMENT

Customer #: 017301 - 000019
Invoice #: 415037
Invoice Date: Jan 05, 2021
PO Number:
Invoice Total $ 203.40

Chantler's Environmental Services Ltd.
9426 Wellington Rd 22
Hillsburgh, ON N0B1Z0

PLEASE WRITE IN AMOUNT OF PAYMENT ENCLOSED

TAB 18

This is **Exhibit "18"** referred to in
the Affidavit of Alicia Rosati,
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by Alicia Rosati at the City of Vaughan,
in the Regional Municipality of York, before me on
February 19, 2025, in accordance with O. Reg.
431/20, Administering Oath or Declaration Remotely



_____

A Commissioner for Taking Affidavits, etc.
(Fernando Souza, Barrister & Solicitor)

WIRE ONE ELECTRIC INC.
ECRA/ESA Licence# 7007834

WIRE ONE ELECTRIC INC.
7119 Reixinger Road
Niagara Falls ON L2G 0S3
905-658-0553
office@wireone.ca
www.wireone.ca
GST/HST Registration No.: 815265467
Business Number 815265467

Invoice 3080

BILL TO
Buttcon Limited
8000 Jane Street
Tower B, Suite 401
Concord ON L4K 5B8

DATE	PLEASE PAY	DUE DATE
2021-06-30	$1,180.55	2021-07-15

SERVICE ADDRESS
5955 Stanley Ave

ITEM	QTY	UNIT PRICE	AMOUNT
Reattached electrical service for main office trailer. Grounded service with ground plate. Reattached cabinet to trailer. ESA permit fee.			
Labour Rate 1 /Hour	6.50	75.00	487.50
Labour Rate 2 /Hour	2	50.00	100.00
Materials	1	70.83	70.83
ESA Permit Fee	1	386.40	386.40

Thank you for choosing Wire One Electric Inc. and have a great day!

SUBTOTAL	1,044.73
HST (ON) @ 13%	135.82
TOTAL	1,180.55
TOTAL DUE	$1,180.55

THANK YOU.

1462
1-1126
#1044.73

MARSHALLZEHR GROUP INC. **-and-** **LA PUE INTERNATIONAL INC., ET AL.**

Applicant

Respondent

Court File no. CV-2300700695-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

RESPONDING MOTION RECORD
(Volume I)
(Motion Returnable March 7, 2025)

BISCEGLIA & ASSOCIATES
PROFESSIONAL CORPORATION
Barristers-At-Law
9100 Jane Street, Bldg. "A",
Suite 200 Vaughan, Ontario L4K 0A4

Fernando Souza – LS0 No. 36920I
Tel. 905 695 1500
Email: fsouza@lawtoronto.com

Lawyers for the Respondent, Buttcon Limited