

1.0 TAKE OVER PROCEDURE

1.1 Contractor's Inspection

- 1.1.1 The Contractor and his Subcontractor's shall conduct an inspection of Work, and correct all deficiencies.

1.2 Consultant's Review

- 1.2.1 Notify the Consultant, in writing of satisfactory completion of the "Contractor's Inspection" and request a "Consultants Review". The inspection team shall consist of all design Consultants, Contractor and Building Owner's representative.

1.3 Deficiencies

- 1.3.1 During the "Consultant's Review" a list of all deficiencies shall be drawn up and signed by the Consultant. The Contractor shall correct all deficiencies in a satisfactory manner.

1.4 Final Inspection

- 1.4.1 When the Contractor is satisfied that all deficiencies have been corrected, the Contractor shall request, in writing, a "Final Review" of the Consultant, the Contractor and the Owner.

1.5 Declaration of Completion

- 1.5.1 After the " Final Review " and when it is mutually agreed by the Owner, Consultants and Contractor that the Work is substantially complete, a " Certificate of Substatntial Performance " shall be signed by all parties, declaring the building is substantially performed except for deficiencies. The Consultant shall provide the Contractor with a list of deficiencies which are required to be completed within thirty days after final inspection.

1.6 Certificate of Substantial Performance

- 1.6.1 Once the Contractor has received a copy of the Certificate of Substantial Performance, he shall comply with the following after which the holdback will be due and payable by the Owner.
- 1.6.2 Publish the Certificate in the Daily Commercial News. Lien period commences with date of publishing. Provide Consultants with certified copy.
- 1.6.3 Await expiry of the required Lien Period.
- 1.6.4 Supply all " Record Documents ".
- 1.6.5 Submit final invoice for all monies due.
- 1.6.6 The Maintenance period on this project will expire 12 months from the date of the Certificate of Substantial Performance.

2.0 TERMINATION OF CONTRACTOR'S RESPONSIBILITY FOR BILLING FOR BUILDING SERVICES

- 2.1 With effect from the date of Substantial Performance or at earlier date as may be agree between Owner and Contractor, the Owner shall assume responsibility for :
 - 2.1.1 Utility company billings for water and energy relating to service provided from day following substantial performance.

END OF SECTION