

BEConnect 2025

Join us for our Second Annual Building Envelope Connection! Our focus of this year's BE-Connect is on Air Barriers and Cladding.

Our event will include a Tradeshow, Live Demos and Technical Presentations

When: Thu, 20-Mar-2025 10:00

Where: 133 Southdale Rd W, London, ON

Register at Karelo:

https://www.karelo.com/enter_res.php?&BID=531&Ev=22298



FEBRUARY 2025 JOINT CHAPTER MEETING

What You Missed... February 19 in Brantford. The recent Joint Chapter Meeting with the Grand Valley Chapter was a success, not just in terms of attendance, but in the quality of discussions and the sense of community present in the room. We would like to express our gratitude to our sponsors. Derek Anderson from SPG delivered an informative presentation on sodium silicate admixtures, which are designed to interact with the free water and various components of cement. This results in a non-hygroscopic concrete that allows for the on-time installation of today's VOC-free, moisture-sensitive, water-based coatings and adhesives, including flooring. Additionally, this admixture creates concrete that is impermeable to salt and other damaging substances, yielding impressive results.



Unfortunately, our featured presenter for the day, Keith Robinson was unable to attend due to adverse weather conditions and of course the plane crash at Pearson International Airport.

Concrete Floor Preparation...

Defining the Gap between Div 03 and Div 09...

The period between the completion of work by the concrete contractor and the preparation by the flooring installer leads to changes in the concrete surface, which significantly contribute to the “gap.”

While specifications may require a suitable concrete surface as placed and finished by the contractor, the resulting changes in surface shape often render it unsuitable when the flooring installer arrives.

This decrease in flatness frequently necessitates more extensive preparation work than initially planned. Estimating the extent of changes in floor flatness over time can be challenging, and it can be difficult to determine when flooring installation can proceed after concrete placement. As discussed, the gap could be minor (e.g., a slight reduction in floor flatness) or major (e.g., a reduction of over 50 percent in flatness based on F-numbers).

Why the Gap Exists:

Four primary factors contribute to the gap between the finished floor by the concrete contractor and the requirements of the flooring installer:

1. Changes in floor flatness due to curling and deflection.
2. Differences in floor flatness measurement methods.
3. Differences in measurement locations.
4. The need to accommodate multiple flooring requirements.

So, who is responsible for correcting the floor flatness before the flooring finishes are installed? It is ultimately the constructor’s responsibility, as they assign a subcontractor to handle this work. The subcontractor responsible for floor finishes may not be the most appropriate party for this task. This is just a brief overview of the discussions and topics that Keith brought to our forum. Despite being a virtual presentation at an in-person meeting, it was well received.

Why Become a Member?

ACCESS TO CERTIFICATION AND LICENSING PROGRAMS:

CSC supports member certification and licensing initiatives, both required and optional. This offers you an excellent opportunity to diversify and expand your skill set, qualifications and marketability. In many cases, membership CSC leads directly to advanced education and training programs, which helps you, maintain your edge and keep your skills sharp and current.

ACCESS TO MEMBERSHIP DIRECTORIES:

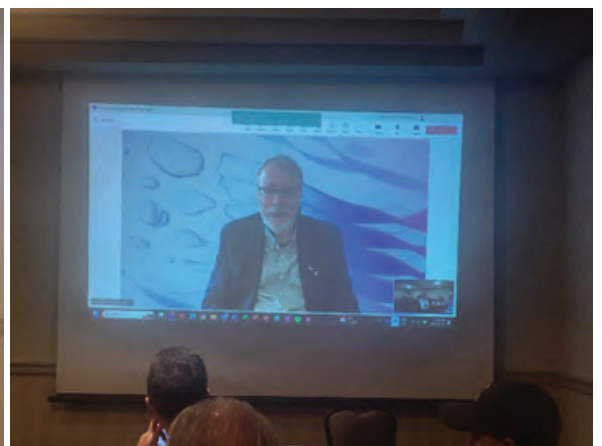
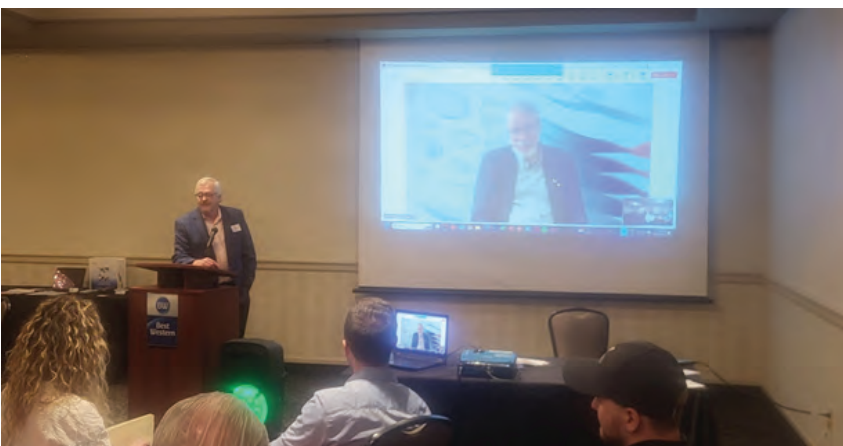
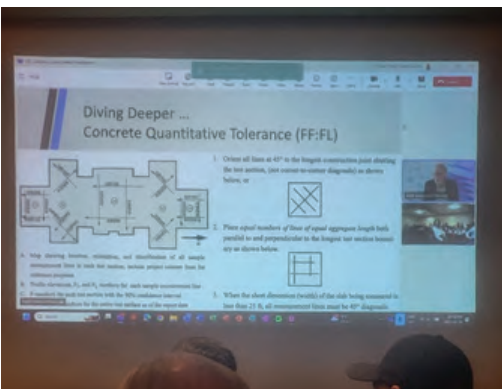
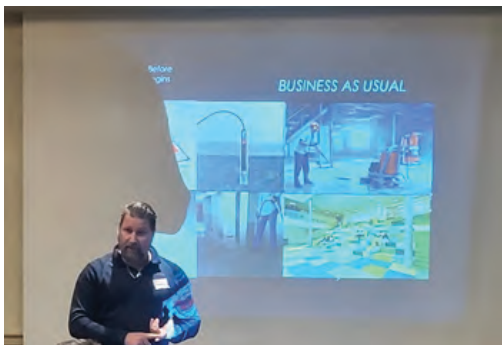
CSC maintains a yearly directory, in which members’ are listed with contact information. This can help you increase your exposure to new markets and potential clients. The directory also has great opportunities for sponsorship.

COMPETITIVE ADVANTAGE:

Taking advantage of association resources can help you earn and maintain an edge over non-members, thanks to access to inside information and advanced training opportunities.

FEBRUARY 2025 JOINT CHAPTER MEETING PHOTOS

THANK YOU TO OUR SPONSORS!



Changes to Ontario's Construction Act: Mandatory Annual Holdback Release, Expanded Adjudication and More

Karen B. Groulx and Dragana Cerovina (Bukejlovic)

Published November 25, 2024

Original Article: <https://www.dentons.com/en/insights/articles/2024/november/25/changes-to-ontarios-construction-act>

On October 30, 2024, Mr. Duncan Glaholt (construction law expert and arbitrator) published “The 2024 Independent Review: Updating the Construction Act” (Report) for the Ministry of the Attorney General. The Report is the result of extensive consultation with 33 stakeholders (both institutional and individual) in the construction industry, including: construction worker representatives, engineers, lawyers, owners, contractors, trade organizations, government entities, and various organizations and councils.

On November 6, 2024, Bill 216, Building Ontario For You Act (the Bill), which amended amongst others, the Construction Act (the Act) received royal assent (after only being tabled on October 30). The Bill incorporates many of the recommendations in the Report.

The Report and changes to the Act come some five years after the changes to add prompt payment and adjudication into the Act came into force in 2019. What is clear from the changes is that prompt payment and adjudication are here to stay. The changes are significant for all parties in the construction pyramid. Among the more significant changes are the following:

- the introduction of mandatory annual release of holdback;
- new lien period for annual release of holdback;
- amending section 26 and repealing section 27.1 thereby removing the owner's ability to set off against holdback, effectively removing the right to set-off against the holdback;
- broadened access to adjudication (both with respect to timing and scope); and
- provisions deeming invoices to be “proper invoices” unless the owner notifies the contractor of the non-compliance within the prescribed time.

While the Bill includes transition provisions, most of the amendments will take effect immediately upon proclamation by the Lieutenant Governor. Of significance, is that for contracts executed prior to these amendments coming into force, the new annual holdback regime will still apply. However, the “first anniversary” date for mandatory release of holdback will be the second anniversary of the

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date the contract was entered into that follows the date of enactment of the amendments. This transition provision will give parties some time to prepare for the changes. As of the date of this article, the changes are not yet in force and the corresponding regulations are not yet available.

Holdback

The holdback regime is central to the Act and is meant to mitigate insolvency issues by keeping a certain retainage within the hands of the owner. As noted by Mr. Glaholt in the Report, a century ago, “the Act was a workers’ statute and few projects took longer than one year to complete.”¹ This is no longer the reality in Ontario. As many projects, including infrastructure projects, can take up to five or more years to complete, this can create significant financial stress for those least able to carry the burden of financing.

In 2017, changes to the Act included the addition of a consent-based scheme for the annual or phased release of holdback on a permissive basis. The changes in the Bill go one step further, mandating the release of holdback on an annual basis.

The amendments to the holdback regime

The Act now provides for a mandatory annual release of holdback by the “owner” for all contracts. The section dealing with “phased” holdback has been repealed. Amended section 26(4) provides that an owner shall make payment to a contractor of all the accrued holdback in respect of services or materials supplied by the contractor during the year immediately preceding the anniversary, unless a lien has been preserved or perfected and not discharged, vacated or satisfied. Section 26(5) provides that not later than 14 days after receiving payment of holdback under section 26(4), the contractor shall make payment to a subcontractor of all of the accrued holdback in respect of the services or materials supplied by the subcontractor during the year described in section 26(4), unless a lien has been preserved or perfected and not discharged, vacated or satisfied.

Under the new section 26, the owner is required to publish a “notice” of annual release of holdback (Annual Notice) in the prescribed form no later than 14 days after the anniversary date on which the contract was entered into. If there are no preserved or perfected liens after the lien period expires (60 days after the notice is published), the owner must release the holdback within 14 days after the

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expiry of the lien period.

Changes to section 14(4) of the Act will also address holdback retained by an owner for the supply of design services for an improvement that is not “commenced.” Section 14(4) essentially confirms that, if the owner retains holdback in respect of the design services for a planned improvement that is not commenced, subsection 14(1) is deemed to apply (i.e., that the designer has a lienable supply) unless the owner proves that the value of the owner’s interest in land has not been enhanced.

No right of set-off against the holdback

The other significant change relates to the repeal of section 27.1, which provides a means for the owner to refuse to pay some or all of the amount the owner is required to pay to a contractor under section 26 or 27 if the owner publishes a notice of non-payment of holdback in the prescribed form. Also of significance are the provisions that pertain to the mandatory release of holdback in section 26, including subsection 26(8), which provides that a payer shall make payment of all holdback that is not paid or payable under sections 26(4) to (7) after all liens that may be claimed against the holdback required to be retained under subsection 22(1) have expired or been satisfied, discharged or otherwise provided for under the Act, with the owner being required to pay the holdback to the contractor within 14 days after the liens have expired or been satisfied, discharged or otherwise provided for under the Act and the contractor being required to pay the holdback to the subcontractor within 14 days after receiving payment of the holdback from the owner, with the same obligation imposed on the subcontractor to release the holdback to its sub-subcontractor within 14 days of receiving payment of the holdback from the contractor or from another subcontractor as the case may be.

Lien periods

To address the mandatory annual release of holdback, subsections 31(2) to 31(7) are repealed and replaced with new provisions dealing with lien periods. Liens related to the supply of services or materials that are included in an Annual Notice expire 60 days after the Annual Notice is published. This does not affect a lien that a person may have with respect to work performed or services provided after that date. Effectively this separates out two different sets of lien periods – one related to the annual release of holdback regime and the other related to ongoing supply.

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In addition to the above-noted change, the Bill also addresses several other matters related to liens, including the joinder of lien and breach of trust claims (as part of the Regulations, which have not yet been circulated).

The amendments to the adjudication regime

The Report recommended expanding the current adjudication scheme both with respect to the types of disputes that can be adjudicated and extending the time for adjudication. The Report noted that many stakeholders were frustrated with the fact that adjudication was not available after the contract has been completed. With the new amendments to the Act, both the timing and scope of adjudication has expanded.

Firstly, adjudication will no longer be limited to the “types” of disputes, rather, adjudication is now available for “any prescribed matter or any matter agreed to by the parties to the adjudication.”²

Secondly, the timeframe for bringing adjudications has been expanded. Under the new adjudication regime, a dispute may be referred to adjudication within 90 days following the earlier of: (i) the date the contract is completed terminated or abandoned, unless the parties to the adjudication agree otherwise or where it is a subcontract, (ii) the date that is within 90 days after the date the subcontract is certified as completed under section 33 or the date the services or materials are last supplied to the improvement. This means that adjudication is now available even after the contract or subcontract has been completed.

In addition, the Act will now allow for adjudications to be conducted by private adjudicators qualified by the Authorized Nominating Authority. Practically, this will expand significantly the roster of adjudicators available to address disputes.

Proper invoice

As part of the amendments, the Bill also amends section 6.1 of the Act to refine the criteria for a “proper invoice.” To be a proper invoice under the Act, the invoice must include the following:

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1. The contractor's name and address;
2. The date of the invoice and the period, milestone or other contractual payment entitlement to which the invoice relates;
3. Information identifying the contract or other authorization under which the services or materials were supplied, such as a contract number, contract line item number or purchase order number;
4. A description, including quantity where appropriate, of the services or materials that were supplied;
5. The amount payable for the services or materials that were supplied and the payment terms;
6. The name, title, mailing address and telephone number of the person to whom payment is to be sent or if payment is to be sent to an office or department, its name, mailing address and telephone number;
7. Any other information that may be prescribed.

A significant amendment to this provision, is the addition of subsection 6.1(2) which deems a non-compliant invoice, namely, an invoice that does not meet the requirements referred to in subsection 6.1(1) to be a "proper invoice" unless the owner notifies the contractor in writing of the non-compliance within seven days of receiving the invoice and specifies the deficiency and what is required to address it. This change helps to address the anomaly of the situation where the contractor has failed to comply with the requirements for delivery of a proper invoice, the delivery of which triggers the prompt payment obligations and notice of non-payment obligations set out in the Act, which has a direct impact on the ability of subcontractors and suppliers to enforce the prompt payment provisions.

Key takeaways

Five years after the sweeping 2019 changes to the Act, it appears that the government is paying attention to stakeholder challenges with the prompt payment and adjudication regime. Some growing pains were certainly expected, but Ontario is leading the charge to address these changes.

These changes will certainly bring challenges to those administering contracts, as well as to contractors and subcontractors who will now be subject to multiple lien expiry dates, but it appears that there may be some time before the changes will be in force. Parties to construction contracts should begin to consider how these changes will impact their project and internal contract management and administration practices and how best to address these changes.

Building on Canada's Historical Architecture with Adaptive Reuse

James Brillon

Published February 19, 2020 in NUVO Magazine

Original Article: https://nuvomagazine.com/daily-edit/building-on-canadas-historical-architecture-with-adaptive-reuse?srsIid=AfmBOoo0K9oF5aVHz0zShGDeI_JL6ZWFxskk-ReEFY8SXUoaO-jmdOXbl

Adaptive reuse is the process of giving new life to an existing building to highlight its history and past purpose rather than just building anew. Canada's relatively new building stock may not have an abundance of historical structures, but more and more architects are turning to disused buildings for new projects. Discover five examples of Canadian architects making the most of old structures, from a rock-climbing gym in a sugar silo to a bank turned into a contemporary coworking space.

Don Valley Brick Works (Toronto)

The Don Valley Brick Works, also called Evergreen Brick Works, is a complex of buildings in the bottom of a natural park that runs through the city. These structures were used for firing clay bricks for nearly 100 years but were abandoned in the middle of the 20th century.

Inside the former industrial buildings, visitors now find an environmentally focused cultural centre that includes community programming, food and craft markets, and a café.

The lobby of the Royal Bank Tower in Montreal features a soaring ceiling; tall, arched windows; and intricate details in the floor and stonework. After the branch closed, architect Henri Cleinge transformed the space into a serene coworking



Building on Canada's Historical Architecture with Adaptive Reuse

environment and café called Crew Collective.

To contrast the Beaux-Arts-inspired interiors of the original architects, York and Sawyer, Cleinge took a minimalist approach: gold-walled meeting rooms that can be booked hourly separate the public and private sides. A members-only coworking area lines the outer walls of the lobby, while publicly accessible seating is in the middle.



This stout red building used to be a salt-processing shed and now is home to the Craft Beer Market. It was built in 1931, making it one of the newer buildings on the list. Even in its short lifetime, it has had a number of uses. After the original owners moved out in the 1980s, the building was used as a paper recycling plant, before being rehabilitated by Acton Ostry Architects for Vancouver's 2010 Olympic Games.

Although much work has gone into stabilizing the structure and increasing its energy efficiency, the charming old building appears basically unchanged. The original timber trusses are still visible inside, and certain details like the signage have been reconstructed from archival photos. According to its website, the market offers Canada's largest selection of draft beer, which is drawn through tubes that run along the vintage wooden rafters before reaching the bar.

Building on Canada's Historical Architecture with Adaptive Reuse

Quebec City's Maison de la littérature is an example of the province's many churches that are being converted to libraries. Montreal-based Chevalier Morales Architectes completely redesigned the interior of a 19th-century church in Quebec's historic fortified city, creating a light-filled and minimalist library that preserves the original features.

An annex connects to the old church and is clad in glass and brass panels to set off the heritage structure.

Local firm Smith Vigeant Architectes created a new facility for Montreal rock-climbing gym Allez Up in unused silos previously owned by the Redpath Sugar company. The large silos are located along the Lachine Canal, which used to be one of Canada's most important shipping routes and is now an up-and-coming residential neighbourhood.

The tall spaces were perfect for faceted plywood surfaces. A corrugated metal extension provides even more room, while incorporating the original silos in the design. "Inclined, vertical or overhanging, the climbing wall is the central element of the project," according to the architects' website.





Adaptive reuse or build-from-scratch?

Marjo Johne

Special to The Globe and Mail

Published February 21, 2024

Original Article: <https://www.theglobeandmail.com/business/article-adaptive-reuse-or-build-from-scratch-experts-say-repurposing-new/>

When architect Brian MacKay-Lyons learned one of Nova Scotia's last remaining octagon-shaped barns was set to be demolished, he bought the building, disassembled the parts and transported them about 140 kilometres south to his property in Lunenburg County. There, he rebuilt the 19th-century barn into what is now a venue for community gatherings and special events.

"There are only three round barns in Nova Scotia," explains Mr. MacKay-Lyons, founding principal at MacKay-Lyons Sweetapple Architects, a boutique firm with offices in Lunenburg, Halifax and Portland, Ore., and a long list of Canadian and international awards. "So, we had to save this one just because it was such a beautiful and pure example of its kind."

"Then, a few years later, we found an 1830s one-room schoolhouse near where I had grown up," he continues. "We saved that, too, and turned it into a dwelling."

The old barn and schoolhouse, completed in 2009 and 2014, respectively, are now located just metres away from each other on Mr. MacKay-Lyons's property by the sea. They stand as successful examples of adaptive reuse – an approach in architecture and construction that essentially takes an existing structure and adapts it for another use.

The concept isn't new. Adaptive reuse of buildings goes back thousands of years, with documented projects that include the conversion of the Pantheon in Rome into a Catholic church in 609. A 2023 book on the subject, *Conservation of Urban and Architectural Heritage – Past, Present and Future*, highlights early approaches to building restoration during the Italian Renaissance and the French Revolution.

Today, as concern over climate change intensifies and affordable housing becomes scarce in most cities, adaptive reuse – a term coined in the early 1970s – appears to be gaining popularity among builders and policy makers. In the United States, adaptive reuse projects over the past decade have



Adaptive reuse or build-from-scratch?

converted former office buildings, hotels, factories, warehouses, health care facilities and entertainment venues into more than 123,000 apartment units, according to an analysis by RentCafé, a Santa Barbara, Calif.-based apartment listing service. Some experts are putting their faith in the trend to solve local housing crises.

A 2017 Deloitte blog post estimates that renovations and adaptive reuse of existing buildings will account for as much as 90 per cent of real estate development in the next decade.

“People have been talking about adaptive reuse for a long time but I think it’s finally coming of age,” Mr. MacKay-Lyons says. “It just makes a lot of sense.”

The benefits from adaptive reuse tick off multiple boxes, says Cory Zurell, a principal at Blackwell Structural Engineers in Toronto and lecturer in the department of civil and environmental engineering at the University of Waterloo.

“One of the benefits is that the buildings that are adaptively reused tend to be these great old buildings with a lot of character, so developers and landlords are able to charge more because people want to be in these buildings,” he says.

“But really, the biggest benefit is from a sustainability standpoint,” Dr. Zurell continues. “The main structure of a building accounts for the majority of its embodied carbon, so if that old building could be modified and renovated to a new use, then all those materials, all that energy that went into building it originally is not being wasted.”

It also means less waste going to landfill. Canada’s construction industry generates one-third of total solid waste produced in the country each year, according to a 2021 discussion paper sponsored in part by Natural Resources Canada. The U.S. Environmental Protection Agency estimates that in 2018, waste from construction and demolition accounted for more than twice the volume of municipal solid waste, or what one might think of as trash, generated nationally that year.

Reducing waste from construction and demolition was one of the goals behind the development of the Alberta community of Blatchford – a five-year-old neighbourhood built on the site of the decommissioned municipal airport in Edmonton. Blatchford development manager Tom Lumsden

Adaptive reuse or build-from-scratch?

says the project plan for the community calls for reuse of more than 90 per cent of infrastructure and building material.

“We’re going to keep the air traffic control tower as an amenity within the community and we’re reusing the runway – we’re crushing it and using it as the base for the roads,” he says. “If you walk through Blatchford you’ll see some benches with cobbles on the bottom bench. Those are chunks of runway.”

Adaptive reuse can also improve the sustainability of agricultural and natural landscapes by reducing urban sprawl, Mr. MacKay-Lyons says. In cities such as Toronto, for example, it makes sense to repurpose vacant office buildings into residential structures.

“It’s great because it brings people back into the centre of the city and we know it’s fairly easy to renovate these office buildings into housing – we’ve seen that from all the artists’ lofts in New York that were converted from office buildings,” he says. “There’s also this argument to be made for cultural sustainability and avoiding this cultural amnesia where we become unmoored to any kind of sense of place or belonging.”

Along with these benefits, adaptive reuse projects come with their own set of challenges. Original building features, such as smaller elevators and outmoded window openings, can hamper con-





Adaptive reuse or build-from-scratch?

struction and call for special materials. In some cases, hazardous material may need to be removed.

Jason Grossi, a Windsor, Ont., architect who recently converted a mid-19th-century stable and a fire station from 1921 into a public library for the township of Sandwich – a historic area along the Detroit River in Windsor – says the challenges of adaptively reusing old structures are also a big part of what makes these projects so rewarding.

With the library project in Sandwich – which opened in 2020 as the John Muir Library – the community wanted the two structures restored to reflect their original state. So Mr. Grossi went down a deep rabbit hole of research.

He made a few surprising discoveries. One in particular shifted the vintage of the stable, which was believed to have been built around 1910 but turned out to be over half a century older.

“When we started to take apart all the masonry to restore it, I noticed there were nail holes on the sheathing that didn’t match the nail holes on the siding and when we started to pull those nails out we saw they were cut nails with forged heads [which were in use until the mid-1800s],” Mr. Grossi recalls. “So we knew this thing was much older than it appeared.”

Armed with this new information, he started to look for other stables in the area built around the same time. He found one in a nearby town – this one had nail hole spacings almost identical to the ones in the stable in Sandwich – and used it to reconstruct what the Sandwich stable might have looked like when it was first built.

The community’s desire to link the two buildings presented another challenge because the barn and fire station did not have the same floor elevation. To address this challenge, Mr. Grossi raised the fire hall floors to bring the building more in line with the stable and connected the two structures with a suspended steel-cable bridge.

The new library has offered residents of Sandwich a way to reconnect with long-forgotten parts of their town’s history, Mr. Grossi says. A number of younger residents who worked on the project even learned new skills – or rather, old skills carried forward from past centuries.

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“We actually teamed up with furniture builders in the [local] college and taught them how to build and fabricate historic windows,” Mr. Grossi says. “Some of the young trade apprentices working onsite learned the techniques of masonry restoration.”

“It was a hope that if we do that here in Windsor, those skills would actually stay in the community,” he says. “And when another restoration project comes along we would already have the talent here.”



CSC LONDON CHAPTER - UPCOMING EVENTS

APRIL LUNCH AND LEARN

SEISMIC CHANGE COMES YET AGAIN TO CONSTRUCTION IN ONTARIO.

- Presented by Kennaley Construction Law
- Introduce changes to holdback, prompt payment and liens
- Provides practical guidance on how the changes can be managed to meet your obligations under, and take advantage of, the evolving legislation.

Location: Sunningdale Golf and Country Club

Date: April 30, 2025

Time: 11:00 am to 2:00 pm

Registration to follow soon!





2024 - 2025 LONDON CHAPTER EXECUTIVE

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CHAPTER MEETING SPONSORS



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