

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

KEB HANA BANK as trustee of IGIS GLOBAL PRIVATE PLACEMENT REAL ESTATE
FUND NO. 301 and as trustee of IGIS GLOBAL PRIVATE PLACEMENT REAL ESTATE
FUND NO. 434

Applicant

- and -

MIZRAHI COMMERCIAL (THE ONE) LP, MIZRAHI DEVELOPMENT GROUP (THE
ONE) INC., and MIZRAHI COMMERCIAL (THE ONE) GP INC.

Respondents

RESPONDING MOTION RECORD OF MIZRAHI INC.

June 3, 2024

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AFFIDAVIT OF MARK KILFOYLE
(affirmed June 3, 2024)

I, Mark Kilfoyle, of the City of Toronto in the Province of Ontario, solemnly affirm:

1. I am the Chief Financial Officer of the moving party, Mizrahi Inc (“MI”), and as such I have knowledge of the facts contained in this affidavit. Where my knowledge is based upon information or belief, I have stated the source of such information or belief and verily believe it to be true.
2. Where applicable I have adopted the defined terms as found and defined in the motion record of the court appointed receiver, Alvarez & Marsal (the “Receiver”).
3. This motion concerns, in part, a request by the Receiver to pay the Holdback Amount to the Holdback Parties and to bar all Persons permanently and forever to claiming any other entitlement to, among other things, anything “otherwise in connection with the payments of the Holdback

Amount or any other holdback amount”.

4. MI has a claim to a 5% construction management fee (the “CM Fee”) on the Holdback Amount and seeks to have it paid as a part of the Receiver’s motion.

Pre and Post Receivership: The Historic and Continued Payment of the 5% CM Fee to MI

5. Since the Project commenced in 2014, MI was paid a 5% construction management fee since the beginning of the Project with one exception: between invoices dated December 2019 and April 2021 MI’s entitlement to a construction management fee was reduced to 3.5% by agreement between the beneficial owners of the Project, but on April 2021 it was retroactively increased back to 5%.
6. The Commercial Development Agreement sets out, in part, MI’s entitlement to the payment of fees as GC (referred to as the Contractor) for the Project as follows:

5.5 Construction Management Fee

As part of the Developments Costs, the Owner shall be responsible for the fees payable to the Contractor, pursuant to the Commercial Construction Management Agreement (the "Construction Management Fees"). The Construction Management Fees shall be paid by the Owner as required in the Commercial Construction Management Agreement and in any event on a monthly basis for the duration of the construction of the Development, commencing at the start of demolition of any buildings or improvements on the Properties provided all monthly draws have been authorized by the Cost Consultant. [underlining added]

7. A copy of the Commercial Development Agreement, dated July 25, 2014 is attached hereto as **Exhibit A**.
8. The “Commercial Construction Management Agreement” referred to in article 5.5 of the Commercial Development Agreement refers to a CCDC 2 construction agreement, dated July 7, 2014, a copy of which is attached hereto as **Exhibit B**.
9. I was very involved in the preparation of the construction draw documentation for the Project as Chief Financial Officer to MI. Initially Keb Hana Bank Canada acted as the Administrative Agent for the purposes of reviewing and approving construction draw requests. Later, Keb Hana Bank Canada was replaced by IGIS Asset Management Co (“IGIS”) as the Administrative Agent. The Administrative Agent and the project cost consultant, Altus Group (“Altus”), reviewed each and every monthly construction draw request through a prescribed construction draw protocol.
10. The Administrative Agent would closely scrutinize the construction draw requests for payment and supporting invoices before the Senior Lender would issue the payment certificate and release notice and, ultimately, the funds required to satisfy the construction draw request. In numerous instances, I was required to provide further supporting documentation to the Administrative Agent to satisfy the amounts claimed, and in some instances redo the construction draw request for a numerical discrepancy as minor as \$1.00 or less. Based on my experience and interaction with the representatives of the Senior Lender, I verily believe that they diligently reviewed each construction draw request, and were very familiar with the process and supporting documentation, including the fact that MI was charging a 5% construction management fee on Project costs.
11. Attached as **Exhibit C, D, E, F and G** are the construction financing release notices and the itemized payment listings delivered to the Senior Lender and/or IGIS and Altus, and the supporting payment listings for August to December 2019 (**Exhibit C**), 2020 (**Exhibit D**), 2021 (**Exhibit E**), 2022

(**Exhibit F**) and January to September 2023 (**Exhibit G**). Attached as **Exhibit H** is a complete set of supporting invoices for MI's costs listed in the payment listings. This payment protocol was followed until September 2023 for August 2023 fees earned and expenses incurred by MI. The last payment MI received consistent with this protocol was on September 23, 2023.

12. As established by the documentation supporting the monthly construction draws, from the very beginning of the Project, MI charged the Project a construction management fee equal to 5% on each and every monthly draw. This is consistent with the terms of a confidential May 2021 Control Agreement between the beneficial owners of the Project.
13. At no time prior to the Receivership Order was there any concern or objection relayed to MI by the Senior Lender, the Administrative Agent, Meritz or Altus that MI was not permitted to charge a 5% construction management fee to the Project. In an email dated November 16, 2020, a representative of the Senior Lender, Ms. Eunhye (Grace) Zo wrote to counsel for the Senior Lender at Oslers, Mr. Rod Davidge, and noted "5% CM fee was initially included in the Altus CF and construction budget". A copy of this email is attached as **Exhibit I**.
14. In an email dated November 26, 2023, a representative of the court appointed receiver for the Owner, Mr. Stephen Ferguson acknowledged that MI had historically received both the 5% construction management fee and payment of its invoices based on time-based labour rates, stating that it was a "historical practice prior to the commencement of the Receivership". A copy of Mr. Ferguson's email, dated November 26, 2023 redacted to remove information not relevant to this issue and that is confidential is attached as **Exhibit J**.
15. As I understand it, the Receivership Order addresses MI's claim to both a 5% construction management fee and labour costs provided to the Project. Paragraph 6 of the Receivership Order provides:

6. THIS COURT ORDERS that the Receiver is authorized and directed to pay the amount of \$783,305.03, in respect of the amounts owing to Mizrahi Inc. pursuant to the Construction Management Agreement and/or the GC Agreement for services performed on or prior to August 31, 2023, and the Receiver is further authorized to pay all fees owing under the Construction Management Agreement and the GC Agreement that are properly incurred on or after September 1, 2023, pursuant to the terms of such agreements; provided however that, for the avoidance of doubt, in making any payments pursuant to this paragraph 6, the Receiver is not affirming either the Construction Management Contract or the GC Agreement, and the Receiver shall have no personal liability for any payments or other obligations under either the Construction Management Contract or the GC Agreement. [underlining added]

16. The payment of \$783,305.03 ordered to be paid by the Project to MI is comprised as follows:

Description	Amount (\$ CAD)
Construction Management Fee	653,342.24
HST on the Construction Management Fee	84,934.49
Flight and Hotel Expenses	45,028.30
TOTAL:	783,305.03

17. The construction management fee set out above was approved by Altus and is calculated as 5% of \$13,066,844.80, which represents the total construction costs set out in Invoice No. C1403, which is the final invoice that was outstanding for MI's recovery of hard costs, and construction management fee prior to the issuance of the Receivership Order.

18. The construction management fee ordered to be paid in paragraph 6 of the Receivership Order was earned by MI for services performed in August 2023. The payment of the construction management fee was deferred by the Administrative Agent, IGIS, in August 2023 on account of a funding shortfall. Attached hereto as **Exhibit K** is a copy of my email correspondence dated September 27, 2023 with Jossung Yoon, a representative of the Senior Lender, and IGIS referable to the August 2023 construction draw request, in which Mr. Yoon closely scrutinizes the

construction draw request and asks many questions about the nature of specific invoices and costs. Included with Mr. Yoon's email is a spreadsheet prepared by IGIS, which categorizes the payment of specific invoices sought in the August 2023 construction draw request as payable (marked with a '1'), identified for further review (marked with a '?') or deferred (marked with a 'D'). This invoice indicates that MI's site labour costs of \$1,055,932.06 referable to invoice C1395 was approved and payable. A copy of this spreadsheet is attached as **Exhibit L**. A copy of invoice C1395 is attached hereto as **Exhibit M**.

19. Since the Receivership Order and from the beginning of the receivership, the Receiver has been paying MI the CM Fee on Project Costs. For example, attached as **Exhibit N** is a copy of an email from Mr. Andrew Sterling, a representative of the Receiver, to Mr. Mizrahi approving MI's 5% CM Fee on the October 2023 Hard Cost Payments. I am not aware of any instance in which the Receiver has denied MI's entitlement to the CM Fee.
20. Historically, MI was paid the 5% CM fee when construction lien holdbacks were released. For example, attached as **Exhibit O** is MI invoice C1359, which was funded by the project in June 2023. This invoice includes payment to MI of a 5% CM Fee, including a 5% CM Fee on the release of a holdback for "Doors & Windows" as established by the spreadsheet attached to the invoice.
21. On or about April 2, 2024, MI delivered invoice C1506 seeking payment of its 5% CM Fee in the sum of \$617,221.75 based upon the holdbacks retained by the Project as of the date of MI's termination on the Project as general contractor. A copy of MI invoice C1506 is attached hereto as **Exhibit P**.
22. On or about April 23, 2024, I spoke with Mr. Andrew Sterling, a representative of the Receiver. Mr. Sterling advised me that the MI Invoice C1506 would be paid to MI, but only when each of the subtrades agreed that there were no price adjustments, or charge backs and following

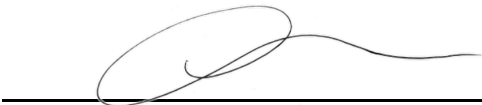
confirmation that their work had no deficiencies. I understand that Mr. Sterling denies he told me this, but I maintain this was the Receiver's position as conveyed to me. At that time, I was not aware that the Receiver intended on releasing the Holdback Amount.

23. The Receiver has not paid MI's invoice C1506 or any amount for MI's claim to a CM Fee on the holdbacks.

24. On February 27, 2024, I swore an affidavit as part of MI's payment motion. The Receiver undertook to set aside \$6 million to address any prejudice of non-payment to MI that may arise. Since that time, MI's claim for non-payment against the Project has grown significantly. MI now claims \$11,156,387.16 (before interest) for unpaid costs, including unpaid hard costs and MI's claim for a 5% CM fee on the holdbacks. Attached as **Exhibit Q** is an updated calculation of MI's claim for non-payment, which has now crystallized. The \$6 million set aside by the Receiver will be insufficient to satisfy MI's claims for post-receivership services based upon the historical and normal payment practices of the Project prior to the Receivership Order. The interest owing on MI's outstanding claim is \$265,928.16 as of June 1, 2024 and the per diem claim to interest on MI's total claim, including the claim to 5% CM fee on the holdbacks is \$3,168.71.

AFFIRMED before me by video conference at
the City of Toronto,
in the Province of Ontario, this 3 day of June,
2024, in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely.

}



Commissioner for Taking Affidavits
(or as may be)

David Trafford



MARK KILFOYLE

**EXHIBIT “A” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

MIZRAHI COMMERCIAL (THE ONE) LP

- and -

MIZRAHI INC.

**COMMERCIAL DEVELOPMENT MANAGEMENT
AGREEMENT**

THIS COMMERCIAL DEVELOPMENT MANAGEMENT AGREEMENT is made as of the 25th day of July, 2014.

BETWEEN:

MIZRAHI COMMERCIAL (THE ONE) LP

(hereinafter referred to as the "Owner")

OF THE FIRST PART;

- and -

MIZRAHI INC.

(hereinafter referred to as the "Manager")

OF THE SECOND PART.

WHEREAS the Owner and the Manager have agreed to enter into this Agreement for the Manager to act on behalf of the Owner in connection with the development and construction of the Commercial Development and the marketing, sales and leasing of premises and units therein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and the sum of One Dollar (\$1.00) paid by each Party to the other Party (the receipt and sufficiency of which is hereby acknowledged by each Party), the Parties covenant and agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Agreement unless there is something in the subject matter or context inconsistent therewith, the following words shall have the respective meanings set forth in this Section 1.1:

"Affiliate" shall have the meaning ascribed thereto in the *Business Corporations Act* (Ontario).

"Agreement" means this Commercial Development Management Agreement.

"Applicable Law" means, with respect to any Person, property, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Person, property, transaction or event.

"Approval" has the meaning ascribed to it in Subsection 6.2(a).

“Approved by the Owner” or **“Approval of the Owner”** means the approval of the Owner pursuant to Article 6 of this Agreement, and where the Commercial Limited Partnership Agreements require approval by Bridging with respect to a particular matter, provided such approval of Bridging has been provided in accordance with the Commercial Limited Partnership Agreements.

“Approved Leasing Plan” means a leasing plan approved or deemed to be approved by the Owner from time to time pursuant to Subsection 4.2(a) and any revisions thereof.

“Approved Sale Agreement” means an agreement of purchase and sale in the standard form used by the Manager, and containing the normal industry protections for the Owner or Nominee as vendor, to sell any Unit(s) in the Development and provided that any such agreement shall be deemed Approved by the Owner so long as it is not amended in any material way that is detrimental to the Owner or Nominee as vendor, outside of normal industry standards.

“Article”, **“Section”**, and **“Subsection”** means an article, section and subsection of this Agreement.

“Bridging” means 8891303 Canada Inc.

“Business Day” means Monday to Friday, both inclusive, except any such day which is a statutory holiday under the laws of either Canada or the Province of Ontario.

“City” means the City of Toronto, in the Province of Ontario.

“Commencement of Construction” means the commencement of the first to occur of demolition of any Improvements and excavation for building foundations for the Commercial Project.

“Commercial Approved Budget” (also called the **“Final Budget”**) has the meaning given to it in Section 3.2(f).

“Commercial Construction Management Agreement” (also called the **“Construction Management Agreement”**) means the construction management agreement to be entered into by the Nominee (as contracting party) and the Commercial Construction Manager, as manager/contractor, with respect to the construction of the Commercial Project, in the form as attached hereto as Schedule E, and as same may be amended, modified or supplemented from time to time only by adding the completed Development Plan, any required specifications as schedules and adding any related or missing information necessary to complete the agreement.

“Commercial Construction Manager” (also called the **“Contractor”**) means Mizrahi Inc. and includes its successors and permitted assigns under the Commercial Construction Management Agreement.

“Commercial Development Manager” (also called the **“Manager”**) means Mizrahi Inc. and includes its successors and permitted assigns under this Agreement.

"Commercial Initial Budget" (also called the **"Initial Budget"**) has the meaning given to it in Section 3.2(f).

"Commercial Limited Partnership Agreements" means collectively the Limited Partnership Agreement and the Unanimous Shareholders Agreement.

"Commercial Project" means the commercial project, including retail components and, if applicable, office components, together with any parking components intended for the commercial project and not the Residential Development, to be constructed on the Properties.

"Construction Financing" means Financing which is:

- (a) Provided by an institutional lender for the purpose of funding a significant portion of the Development Cost (but excluding the original equity contribution of the Owner and any other equity contribution or loan that is not in the nature of construction financing such as the Development Loan);
- (b) as anticipated by the Owner in the Development Budget, unless otherwise approved by the Owner in writing.

"Construction Management Fee" shall have the meaning set out in Section 3.9 herein.

"Contracts" means all contracts (excluding Leases) entered into with third parties by the Manager within the scope of its authority pursuant to Article 3 and Article 4 of this Agreement or entered into by the Nominee or the Nominee Parent, as the case may be, upon the direction of the Manager and the Owner shall direct the Nominee or Nominee Parent to enter into all such Contracts at the request of the Manager.

Cost Consultant" means the cost consultant and payment certifier engaged in respect of the Commercial Project, being Altus Group Limited.

"Development" means the Properties, the Commercial Project and all Improvements and all other property, whether real or personal, now or hereafter acquired by or on behalf of the Owner in its capacity as such in connection with the Commercial Project, all present and future Leases, all in accordance with a Development Plan and a Development Schedule prepared by the Manager and Approved by the Owner in accordance with the terms and conditions of this Agreement, all service contracts and agreements with respect to the Properties, the Commercial Project and all Improvements, all funds generated from the Properties, the Commercial Project and all Improvements and not distributed to the Owner and all other rights, benefits, obligations and appurtenances pertaining to the ownership and operation of the Properties, the Commercial Project and all Improvements.

"Development Budget" means the pro-forma budget for the Development Cost of the Development, prepared by the Manager to be Approved by the Owner and the Cost Consultant which initial draft Development Budget is attached hereto as Schedule "C", as may be amended (provided any material amendments or increases shall require the Approval of the Owner and the Cost Consultant). For clarity, the Development Budget shall be the Commercial Initial Budget

until such time as there is a Commercial Approved Budget (which shall be prepared by the Manager once the Development Plan is completed and which shall require Approval of the Owner and the Cost Consultant), at which time the Development Budget shall become the Commercial Approved Budget (subject to any further amendments agreed to by the Parties).

“Development Charges” means all development charges, levies or other similar capital payments required to be made to the City, or any school board in connection with the Properties and the construction of a commercial development thereon.

“Development Cost” means the aggregate of all costs and expenses (including reasonable legal fees and disbursements) arising both before and after the date of this Agreement in connection with the (i) the assembly and acquisition of the Properties, including due diligence costs and expense and interest costs and lender fees incurred in connection with the purchase of the Properties, (ii) the Commercial Project soft costs included in the Commercial Initial Budget or the Commercial Approved Budget, as the case may be (iii) the planning, designing, development, constructing, leasing, marketing and sale of Units and completion of the Commercial Project in accordance with the Commercial Initial Budget or the Commercial Approved Budget, as the case may be, and is not otherwise funded by the Construction Loan, whether incurred or paid by the Owner or the Manager, determined as of the Substantial Completion Date, from and on the basis of the final Development Budget, including the Development Management Fee, and including without limitation of the foregoing and without duplication:

- (i) all costs incurred to acquire ownership of the Properties including, without limitation, deposits and purchase prices, all due diligence costs including consultant costs in respect of due diligence, land transfer taxes, title insurance (owners and lenders policies) and all other costs of acquisition and including all costs required to obtain vacant possession of the Properties (if any existing leases are assumed upon acquisition) and to obtain, clarify and/or defend legal title to the Properties, including, without limitation, to acquire any rights or extinguish the rights of any other Person;
- (ii) the cost of site preparation, site improvements, and servicing costs for the Properties;
- (iii) the costs incurred with respect to contractors, subcontractors, workmen and the costs of labour, services, materials and supplies (including duties and taxes on such items) relating to or in respect of the construction of the Development;
- (iv) the costs incurred with respect to machinery, plant equipment and apparatuses required for or used in connection with construction of the Development, including rental charges for machinery and equipment;
- (v) the costs incurred in connection with planning matters and municipal fees relating to the Development;

- (vi) the cost of all improvements for the Development (including permits, finishing and partitioning costs, landscaping and fixtures) and of all personal property necessary for the operation of the Development;
- (vii) the cost of all insurance in connection with the Development;
- (viii) the cost of all fees and disbursements payable to third parties (including without limitation, project management fees, planning, architectural, engineering, consulting, legal and audit fees) in connection with the design, planning, development, construction, leasing, marketing and sale of Units and completion of the Development, including, without limitation, the fees payable under this Agreement and under the Commercial Construction Management Agreement;
- (ix) the cost of all reasonable and approved travel, entertainment, printing and similar out-of-pocket costs and expenses incurred in connection with the Development;
- (x) the cost of property taxes and assessments for the Development and the Properties;
- (xi) the cost of advertising, promotion, marketing and public relations for the Development;
- (xii) the cost of leasing space in the Development (including without duplication lease take-over costs, tenant allowances, leasing commissions payable to the Manager and third parties, marketing and advertising costs, legal fees and tenant inducements) and all costs incurred in connection with Prospective Tenants;
- (xiii) the cost of project signage, financing costs (including legal and broker fees, but not including interest costs), Development Charges, permit fees and similar costs;
- (xiv) the net cost of operating the Development prior to the Substantial Completion Date, including the cost and expense of labour, materials, supplies, utilities and services;
- (xv) any other cost not enumerated above but in the spirit of this Agreement and related to the Development;

provided that upon the Substantial Completion Date for the Development, subject to Section 3.7(c) the actual and final Development Cost shall be determined.

“Development Management Fee” means the complete remuneration and benefits payable by the Owner to the Manager in consideration for the Development Management Services and Leasing Management Services in accordance with Articles 4 and 5 respectively.

“Development Loan” means the development loan as described in Section 5.7(a) of the Limited Partnership Agreement.

“Development Management Services” means development management services to be provided by the Manager in accordance with Article 3.

“Development Plan” means the plan prepared in accordance with the Development Budget respecting the layout of the Improvements to be constructed on the Properties, as prepared by the Manager and to be Approved by the Owner, as may be amended from time to time by the Manager with the Approval of the Owner.

“Development Schedule” means the pro-forma timeline for the Development as prepared by the Manager and Approved by the Owner, as may be amended from time to time by the Manager with the Approval of the Owner.

“Dispute” has the meaning ascribed to it in Section 8.3.

“Effective Date” means July 25, 2014.

“Event of Default” means, in the case of the Manager or Owner, all defaults under this Agreement by such Party which are not “Material Events of Default” and **“Material Event of Default”** means, in the case of the Manager,

- (a) the gross negligence of the Manager to perform its duties and discharge its obligations under this Agreement (for clarity, cost-overruns in respect of the Development may not be considered as possible negligence or gross negligence by the Manager unless greater than 5% of the whole of the Commercial Approved Budget, save and except for any cost increases due to Force Majeure);
- (b) a breach by the Manager of any trust or fiduciary duty:
 - (i) created by this Agreement for funds received by it or the Manager’s refusal to account for such funds; or
 - (ii) in connection with any other activities of the Manager relating to its duties under this Agreement and which is a material breach; or
 - (iii) an act of fraud by the Manager;
- (c) an Event of Insolvency;
- (d) a material breach of any of the Manager’s duties or responsibilities herein;
- (e) an uncured and material event of default by the Commercial Construction Manager under the Construction Management Agreement; and

- (f) an uncured and material event of default by any Affiliate of the Manager under any of the Commercial Limited Partnership Agreements or the Residential Limited Partnership Agreements,

and means, in the case of the Owner, the failure of the Owner to perform its duties and discharge its obligations under this Agreement or an Event of Insolvency with respect to the Owner, or the failure to pay Development Costs under the Development Budget generally or within reasonable periods of time or provide approvals in a timely matter, provided that in any case of default by either Party, no Event of Default or Material Event of Default shall be stated to have occurred unless the non-defaulting party has given a written notice to the other specifying the default alleged, and if such default is capable of cure, the defaulting party has failed to cure such default within ten (10) days or such longer period as may be reasonably required to cure such default (or in the event of a default of subsection (f) above, such period as is provided for in the Commercial Limited Partnership Agreements or the Residential Limited Partnership Agreements, as the case may be).

“Event of Insolvency” means any one or more of the following events:

- (a) if a Party shall:
 - (i) be wound up, dissolved, or liquidated, or become subject to the provisions of the *Winding-up Act*, R.S.C. 1985, c. W-11 or have its existence terminated or have any resolution passed therefor;
 - (ii) make a general assignment for the benefit of its creditors or a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3; or
 - (iii) propose a compromise or arrangement under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future law relative to bankruptcy, insolvency, or other relief for debtors or for the benefit of creditors;
- (b) if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to companies' bankruptcy, insolvency or other relief for or against debtors and the Party shall acquiesce in the entry of such order, judgment or decree and such order, judgment or decree shall remain invoked or unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the day of entry thereof; or if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers shall be appointed for the Part or of all or any substantial part of its property with the consent or acquiescence of the Party or such appointment shall remain

invoked or unstayed for an aggregate of thirty (30) days (whether or not consecutive).

“Financing” means financing for the purposes of the Development and Approved by the Owner as a Major Decision.

“Force Majeure” means an event by which a Party is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes or labour troubles; inability to procure materials or services; power failure; restrictive governmental laws or regulations; delays in governmental or municipal approvals; riots; insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not which is not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement (each being considered an event of **“Force Majeure”**), and all other causes beyond the reasonable control of the Party asserting Force Majeure (financial inability excepted) and which prevents or delays a Party from performing one of its obligations under this Agreement.

“Gross Receipts” means, for any period, all amounts received by the Owner or the Manager in connection with the operation of the Development during such period in connection with the Development including without limiting the generality of the foregoing:

- (a) rents, interest, operating cost recoveries and other revenue received of any nature or kind whatsoever;
- (b) proceeds from Financing;
- (c) proceeds received from an expropriation of any portion of the Properties and/or Improvements;
- (d) proceeds of insurance received; and
- (e) sale proceeds received in respect of the sale of any Unit or component of the Development.

“Improvements” means all buildings and other fixed improvements now or hereafter constructed on the Properties including, without limitation, any additions thereto or replacements thereof, but excluding those constructed as part of the Residential Project.

“Leases” means agreements to lease, or leases, or any other contract or binding agreement permitting any Person, now or in the future, to make use of or occupy any part of the Properties or Improvements and **“Lease”** means any one of the Leases.

“Leasing Management Services” means leasing management services to be provided by the Manager in accordance with Article 4.

“Limited Partnership Agreement” means that limited partnership agreement dated July 25, 2014 in connection with the formation and governance of Mizrahi Commercial (The One) LP.

“Major Decisions” means the decisions more particularly described in Schedule “B”, being decisions which are required to be made by the Owner with respect to the Development (and as between the parties comprising the Owner, and which require approval of Bridging to the extent set out in the Commercial Limited Partnership Agreements) except to the extent specifically delegated to the Manager pursuant to this Agreement. For greater certainty all decisions are either: (i) Major Decisions; or (ii) decisions to be made by the Manager as provided in this Agreement.

“Manager” means the manager as set out on page 1 of this Agreement and its successors and permitted assigns.

“Manager Parties” has the meaning ascribed to it in Section 8.1.

“Nominee” means the nominee entity that will acquire title to the Properties for and on behalf of the Owner.

“Nominee Parent” means the parent corporation of the Nominee, owning 100% of the shares of the Nominee.

“Notice of Complaint” means a written notice issued by one Party notifying the other Party that the other Party has caused an Event of Default and specifies in reasonable detail such Event of Default.

“Notice of Termination” means a written notice issued by one Party notifying the other Party of the notifying Party’s decision to terminate this Agreement in accordance with an applicable Section of this Agreement.

“Offer to Lease” has the meaning ascribed to it in Subsection 4.3(a).

“Owner” means the owner as set out on page 1 of this Agreement and any successor or assign.

“Owner Contributions” means, collectively, all funds, monies and other credits extended, from time to time by the Owner as a creditor on account of payment of Development Costs in accordance with this Agreement.

“Parties” means the Owner and the Manager, and a **“Party”** means one of them.

“Partnership” means the Owner.

“Permanent Financing” means Financing which:

- (a) is not equity or equity or mezzanine financing for the Development;
- (b) is not Construction Financing;
- (c) at the time that such Financing is created or assumed is in a principal amount Approved by the Owner;

- (d) has a term that is Approved by the Owner; and
- (e) shall be at a fixed or floating rate of interest.

“Permitted Financing” means Financing that is:

- (a) Permanent Financing;
- (b) Construction Financing;
- (c) the Development Loan; or
- (d) other Financing Approved by the Owner.

“Person” means an individual, a corporation, a government or any department or agency thereof, a trustee, any unincorporated organization or association and the heirs, executors, administrators or other legal representatives of an individual.

“Pro-forma Lease” means the form of Lease to be used for Tenants as Approved by the Owner, as amended from time to time by the Manager with the Approval of the Owner as to any amendments that would increase the Development Budget or the Owner’s liabilities outside of industry standard lease negotiations for similar premises, provided that the material terms of each lease shall be approved by Bridging.

“Properties” means the properties municipally known as set forth in, and legally described in, Schedule "A" hereto, which the parties intend to assemble and upon which the parties intend to construct the Commercial Project (which shall be either fully a commercial project or a strata portion thereof in the event that the planned Residential Development is constructed).

“Property Account” has the meaning set out in Section 3.2(r).

“Residential Limited Partnership Agreements” means collectively the limited partnership agreement dated July 25, 2014 and entered into in connection with the formation and governance of Mizrahi Residential (The One) LP and the unanimous shareholders agreement dated July 25, 2014 and entered into in connection with the governance of Mizrahi Residential (The One) GP Inc.

“Substantially Completed” means completion of the Development to the same extent as a contract is required to be substantially performed, as both “contract” and “substantially performed” are defined in accordance with the provisions of the *Construction Lien Act* (Ontario), excluding tenant improvement work. **“Substantial Completion”** shall have a corresponding meaning.

“Substantial Completion Date” means the date on which the Development is Substantially Completed.

“Tenants” mean all those persons and parties having a right to occupy any rental area of the Development pursuant to any of the Leases. **“Prospective Tenants”** means those prospective

persons and parties who may enter into an agreement or other commitment to have a right to occupy any such rental area. **"Tenant"** and **"Prospective Tenant"** means any one of the Tenants or Prospective Tenants, respectively.

"Term" shall have the meaning ascribed to it in Section 2.1.

"Unanimous Shareholders Agreement" means that shareholders agreement dated July 25, 2014 in respect of the governance of Mizrahi Commercial (The One) GP Inc.

"Units" means the commercial, retail or parking components (or any part that is or will be legally divided for separate ownership) in the Commercial Development for lease or sale and **"Unit"** means any one of them.

"Working Capital" has the meaning ascribed to it in Subsection 3.7(a).

"Written Order" has the meaning ascribed to it in Subsection 3.7(a).

1.2 Decisions

All Major Decisions are to be Approved by the Owner.

1.3 Effective Date

The Parties acknowledge and agree that this Agreement shall commence as of the Effective Date.

1.4 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

1.5 Accounting Principles

All calculations required or permitted under this Agreement and the interpretation of accounting terms used herein shall be made in keeping with the practices as commonly used in the real estate industry in Canada, applied on a consistent basis.

1.6 General

Headings contained herein are inserted for convenience of reference only and are not to be considered for the purposes of interpretation. All monetary references are to Canadian dollars and exclusive of applicable taxes. If anything herein falls to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day.

1.7 Further Assurances

The Owner and the Manager, from time to time and upon every reasonable written request to do, shall give, execute and deliver all such further assurances as may be required for more effectually implementing and carrying out the true intent and meaning of this Agreement.

1.8 Schedules

The following Schedules are attached to this Agreement:

Schedule "A" -	Properties
Schedule "B" -	Major Decisions
Schedule "C" -	Development Budget
Schedule "D" -	Leasing Plan
Schedule "E" -	Form of Commercial Construction Management Agreement (as same may be amended, modified or supplemented from time to time only by adding the completed Development Plan, any required specifications as schedules and adding any related or missing information necessary to complete the agreement)

ARTICLE 2 **TERM**

2.1 Term

The term of this Agreement (herein called the "**Term**") shall commence on the Effective Date and, shall terminate on the date of termination as determined under Article 7.

ARTICLE 3 **DEVELOPMENT MANAGEMENT SERVICES**

3.1 Appointment

The Owner hereby appoints the Manager to manage the design, development, construction and completion of the Development and marketing and sales of units, leasing of premises of the Development and all other related matters, on behalf of the Owner during the Term.

3.2 Specific Obligations and Services of Manager

Pursuant to Section 3.1 and in accordance with any agreements made by the Owner relating to the Development, but subject to obtaining the Owner's prior written approval where the Approval of the Owner is required herein (subject to Section 6.2(a)), the Manager shall:

- (a) negotiate agreements of purchase and sale in respect of each of the Properties (and in respect of 1 Bloor Street West, if required, a share purchase agreement in place of an agreement of purchase and sale for real property);
- (b) conduct all normal due diligence in respect of each of the Properties and provide material information thereon to the Owner;
- (c) engage a qualified and reputable architect to design the Development;
- (d) commission and finalize the Development Plan;
- (e) co-ordinate the approval processes for site plan approval and all other approvals required, if any, pursuant to the *Planning Act* (Ontario) and other Applicable Law for the Development;
- (f) formulate, present and finalize changes to the Development Plan, the Development Schedule and the Development Budget, for Approval by the Owner. The parties acknowledge that the initial budget for the Development (the “**Commercial Initial Budget**”) attached to the Construction Management Agreement is subject to Approval by the Owner and will be the Development Budget until the final budget (the “**Commercial Approved Budget**”) has been Approved by the Owner, at which time the Commercial Approved Budget shall be the Development Budget (and replace the Commercial Initial Budget) and the draft Commercial Initial Budget is attached hereto as Schedule C and applies until the Commercial Initial Budget is Approved by the Owner;
- (g) apply in the name of the Owner (or the Nominee) to governmental and quasi-governmental authorities for, and obtain all licenses, permits, consents and approvals necessary or required for the Development (including excavation, development and building permits and their related agreements);
- (h) appoint and manage all architects, engineers, the Cost Consultant and other consultants for the Development;
- (i) prepare in respect of the Development, contracts for execution by the Owner (or Nominee where possible and applicable) with architects, engineers, contractors, consultants, suppliers, realtors, brokers and others; and co-ordinate and direct their work, scrutinize and settle their accounts and supervise and use its commercially reasonable best efforts to ensure their performance;
- (j) without limiting any of the foregoing, direct the layout, design and engineering for the Development, including without limitation, the preparation of all drawings and specifications, and obtain the Approval of the Owner for the first complete set drawings and specifications, and thereafter for any change to the drawings and specifications which has or may reasonably be expected to result in an increase in the Development Budget;

- (k) arrange for the preparation of “tender packages” consisting of working drawings and specifications and other documents sufficient for the tendering of contracts, to the extent deemed appropriate by the Manager, acting reasonably;
- (l) prepare or arrange for the preparation of all necessary construction contracts and other related documentation in addition to the “tender packages” referred to in subparagraph (k) above and negotiate same on behalf of the Owner for execution by the Owner;
- (m) arrange and effect on behalf of the Owner such insurance relating to the Development as determined by the Manager acting reasonably, based upon insurance which a reasonable owner of a similar project would obtain, and maintain same in good standing to standards acceptable to the Owner acting reasonably. No later than Commencement of Construction, the Manager shall arrange for the Owner and the Manager to be named insureds thereunder;
- (n) identify the construction lender and negotiate and complete the Construction Financing together with the Owner (and subject to any approval rights of Bridging in the Limited Partnership Agreement)
- (o) co-ordinate and direct to completion the construction of the Development, including without limitation, the demolition, site preparation, time schedules and insurance coverage;
- (p) co-ordinate leasing of any rental units constructed as more particularly set out in Article 4 of this Agreement;
- (q) the planning and construction of tenant improvements in the Development;
- (r) co-ordinate and direct the moves of Tenants into the Development and the opening of the Development to the public for business;
- (s) submit to the Owner monthly:
 - (i) a cost and financial pro-forma analysis for the Development and a consolidated report showing projected capital costs, costs incurred to date, costs to complete and projected operating costs for the Development;
 - (ii) reports on any significant construction, personnel, contractual and legal matters and any other significant issues relating to the Development; and
 - (iii) an updated timetable for the construction and completion of the Development and the expenditure of funds for the Development;
- (t) establish and implement an appropriate cost and cash flow process and provide full accounting services for the Owner with respect to the Development, including without limitation, collection of accounts receivable and payment of accounts

payable, management of cash balances and investment and reinvestment of excess funds (which shall be subject to audit at the Owner's expense whenever the Owner so requests in writing); and establish and administer the Owner's bank account for the Development (the "Property Account");

- (u) institute, prosecute and defend legal actions affecting the Development (including those involving construction liens);
- (v) subject to the Approval of the Owner, arrange for Permitted Financing;
- (w) co-ordinate the installation of municipal and utility services for the Development, including water, storm, sanitary sewers, gas, electric power services, telephone and other communication facilities and such other services as may be necessary for normal construction and operation of the Development;
- (x) organize and manage the Development, including, engaging a project manager on such basis as the Manager shall determine, planning and administering accounting, financing, planning and control, information systems, banking and the care and custody of funds and other financial assets;
- (y) carry out such other duties as are normally carried out by a development manager of a development similar in size and location to the Development, with the intent that the Manager shall use its reasonable best efforts to cause the Development to be constructed and completed, all in conformity with the requirements of all applicable contracts, and Applicable Law and the Development Budget and the Development Plan.

It is acknowledged and agreed that the Manager shall have the ability to make and shall control all decisions with respect to the Commercial Project and Commercial Development and with respect to all contracts in connection therewith, other than Major Decisions (and subject to the approval rights of Bridging set out in the Commercial Limited Partnership Agreements) and provided that all fundamental decisions to be made prior to the date that the required rezoning or zoning by-law amendment for the Development has been obtained, even if not defined as a Major Decision, shall require the Approval of the Owner.

All contracts shall be entered into by the Nominee if possible, and where not possible, by the Owner and not the Manager, unless otherwise agreed to by the Parties, save and except that the Manager may enter into any contracts on behalf of the Owner, as may be normal industry practice, or is reasonable to do so, at the Manager's option and the Manager shall be entitled to execute all contracts, documents, deeds, instruments, applications, agreements or other documents relating to the obligations and services to be performed by the Manager herein, including as set out above, on behalf of the Owner, subject to any such document or act being Approved by the Owner when required. When requested by the Manager, the Owner shall direct and cause the Nominee (or if applicable, the Owner itself) to execute any all contracts, documents, deeds, instruments, applications, agreements or other documents requested by the Manager within five (5) days of request, failing which the Manager shall have the ability to

execute contracts as agent for the Nominee (or the general partner of the Owner, if applicable), subject to any such document or act being Approved by the Owner when required.

3.3 Manager's Standard of Care

The Manager represents and covenants with the Owner that it has and that it will continue to have throughout the term of this Agreement the facilities, personnel and expertise to provide to the Owner the Services in a competent and efficient manner in keeping with the standards of the industry for a similar project in downtown Toronto. The Manager accepts its appointment as development manager of the Commercial Project in accordance with the terms hereof and covenants and agrees to perform its obligations hereunder in a competent, honest manner, as would a reasonable and prudent Person who is experienced in providing the Services for mixed-use projects similar to the Commercial Project.

The Manager shall attend to the discharge of its obligations hereunder utilizing trained, experienced personnel employing current industry-standard real estate development practices and techniques in an efficient manner and acting at all times in accordance with the Development Schedule and the Development Budget, in the best interests of the Owner for completion of the Development and within the Manager's scope of authority hereunder (collectively, the "Standard of Care"). The Manager shall at all times act in a fiduciary capacity with respect to the proper protection of and accounting for the Commercial Project and all revenues and proceeds thereof, including, without limitation, maintaining adequate books and records with respect to the Project, and in dealing with the Property Account and shall cause the Commercial Project to be constructed in a professional manner consistent with the standard of comparable projects and, except as authorized under the provisions of this Agreement or as Approved by the Owner, shall not make any payment to or enter into any arrangements with any Affiliate of the Manager unless disclosed to the Owner and any payments shall be based on market standards and the Manager shall not take or permit any Affiliate of the Manager to take any action in contravention of the Commercial Limited Partnership Agreements. Without limiting the foregoing, the Manager shall inform the Owner of any fact or circumstance of which it is aware which the general partner is obligated to disclose under the Commercial Limited Partnership Agreements (or any of them).

3.4 Inspection

The Owner and its representatives shall at all times have access at their own risk to the Development during the construction and development of the Development.

3.5 Safety Measures

The Manager shall use commercially reasonable efforts to cause all contractors employed on the Development to be responsible for the safety of all workmen and equipment on the Development in accordance with all applicable legislation governing construction safety.

3.6 Discharge Liens

The Manager, throughout the term of this Agreement, shall use its reasonable best efforts to cause all contractors employed on the Development to cause any and all construction liens and other liens for labour, services or materials alleged to have been furnished to or to have been charged to or for the Owner, the Manager, any subcontractor or any of them or on their or its behalf for the Development which may be registered against or otherwise affect the Properties to be paid, satisfied, released, cancelled and vacated forthwith including any payment into court within 15 days of receiving notice thereof.

3.7 Development Cost

- (a) The Owner shall be responsible for payment of the Development Cost, as well as any cost payable in respect of the ownership of the Properties including taxes or otherwise.
- (b) Without limiting the specific obligations contained in Section 3.8, the Owner shall extend Owner Contributions to the Manager for the Development Cost in accordance with the Development Budget and the Permitted Financing in a timely manner.
- (c) The total Development Cost shall be determined as of the Substantial Completion Date and Approved by the Owner in accordance with accounting principles commonly used in the commercial real estate industry in Canada, applied consistently. In determining the total Development Cost there shall be included therein the costs and expenses to be incurred and those reasonably anticipated to be incurred following the Substantial Completion Date on account of matters relating to the total Development Cost.

3.8 Payment of Development Costs

- (a) The Manager shall not be obligated to expend any funds on account of the Development Cost. At any time, the Manager shall be entitled to apply to the Owner for additional Owner Contributions on account of payment of that portion of the Development Cost incurred prior to Construction Financing or if after Construction Financing is in place, that portion of the Development Cost not included in advances made on account of the Construction Financing ("**Working Capital**") by delivering to the Owner a written order (herein referred to as a "**Written Order**") for payment thereof provided all of the costs being the subject of the Written Order are costs contemplated by the Development Budget. Each Written Order shall:
 - (i) state the aggregate amount of the Development Cost previously paid to or as directed by the Manager under this Section 3.8;
 - (ii) state the amount of the Development Cost paid or payable by the Manager on behalf of the Owner at the date of the Written Order in addition to the

Development Cost stated pursuant to Subsection 3.8(a) (being the amount requested for payment in the Written Order), indicating which amounts have been paid and those which are immediately payable but not yet paid;

- (iii) state that all amounts included in such Written Order are Development Costs, describing the items constituting such Development Cost in reasonable detail;
- (iv) not be delivered more frequently than once per month, except in unusual circumstances when reasonable required; and
- (v) be accompanied by all material and standard supporting documentation including the appropriate certificate or authorization of the Cost Consultant, and if required, invoices for all material amounts requested in such Written Order, and, to the extent the Written Order includes a claim for construction costs, a written request from the Contractor or Manager requesting payment of such construction costs and a certificate for payment from the Cost Consultant (acting as payment certifier) (and acknowledged by the Contractor or Manager) certifying the amount to which the Contractor is entitled, which certificate shall have attached thereto the following:
 - A. Contractor's or Manager's progress claim with respect to amounts payable at the date of such certificate, describing such amounts in reasonable detail;
 - B. executed statutory declaration by the Contractor or Manager confirming payment of all amounts as set forth in the previous progress claim of the Contractor or Manager in a satisfactory form;
 - C. progress claims from each subcontractor in respect of which amounts are payable pursuant to the Contractor's or Manager's progress claim, describing such amounts in reasonable detail.

Each Written Order shall be delivered to the Owner as aforesaid, shall be signed by an officer of the Manager (which Written Order shall exclude the personal liability of such officer for the statements set forth therein) and shall state that, to the best of the Manager's knowledge, all Development Costs set forth in such Written Order, payment or reimbursement of which is requested in such Written Order, are Development Costs incurred in connection with the development and construction of the Development in accordance with this Agreement. Within five (5) Business Days of the receipt of such Written Order together with such supporting documentation, the Owner shall pay on account of Owner Contributions to or as directed by the Manager, the Development Costs set forth in such Written Order and in respect of which payment is requested by the Manager (provided that "payment" shall include depositing such amount into the Property Account and the Manager is entitled to debit the Property Account by

all such amounts to pay the Development Costs sought). The Manager shall forthwith deposit all Owner Contributions, except to the extent they are directly payable to third parties, and all Gross Receipts in the Project Account and all interest earned on such moneys in such account shall be credited to the Owner. The Manager shall forthwith apply such Owner Contributions (from the Property Account or directly to a third party is made payable to a third party) to the payment of any amounts specified pursuant to Subsection 3.8(a) as being payable but which are not yet paid.

- (b) The Owner shall on the Effective Date and thereafter from time to time during the Term, but no later than five (5) days after a written request by the Manager advance Owner Contributions to the Manager on account of Working Capital. All Owner Contributions on account of Working Capital shall be applied by the Manager to expenditures made on account of Development Costs during the Term in accordance with the Manager's obligations under this Agreement and with the Development Budget. The amount of Working Capital shall be maintained at levels determined by the Manager to be reasonably necessary to meet those of its expenditure obligations on account of Development Costs.
- (c) The Manager shall forthwith deposit all Owner Contributions in the Property Account and all interest earned on such moneys in such account shall be credited to the Owner. If the Owner does not advance the Working Capital within the five (5) day time period, the Owner shall be in default of this Agreement and without limiting any other right of the Manager, the Manager shall have the right to withdraw such amount from future Owner Contributions otherwise due under this Agreement. Upon termination of this Agreement pursuant to Article 7 hereof, the Manager shall, except as otherwise provided in this Agreement, return the outstanding balance of the Working Capital to the Owner.
- (d) The Manager shall be entitled to deposit and debit the Property Account in connection with payment of Development Costs and Sam Mizrahi (his signature only) shall have authority to debit the Property Account on behalf of the Manager for any amount that is set out in the Development Budget, and any one of Sam Mizrahi or any person he designates in writing who is employed by the Manager, shall have authority to debit the Property Account on behalf of the Manager for any amount that is set out in the Development Budget but is less than \$10,000. Further, the Manager shall be entitled to debit any amount from the Project Account before the cost is incurred, in order to pay such cost (for example, if payment for any materials are required prior to delivery of such materials, or if any retainer is necessary for a consultant) in which case the Manager shall provide a Written Order after the fact, modified as appropriate to show the funds have already been used from the Property Account.
- (e) The parties acknowledge that the Manager shall be entitle to group Development Costs for payment into one Written Order, so long as there is sufficient detail to identify the line items in accordance with the Development Budget.

- (f) The Manager shall deposit all revenues or credits received in respect of the Development on behalf of the Owner, into the Project Account.

3.9 Interest on Owner Contributions

The interest earned on Owner Contributions in the Property Account shall accrue to the benefit of the Owner, but shall at all times be kept in the Property Account unless requested by the Owner to be paid to the Owner.

3.10 Revision of Development Budget for Force Majeure

The Parties acknowledge and agree that the Development Budget shall be revised to reflect any changes to the Development Budget resulting from any event of Force Majeure and the parties agree to act reasonably to do so and to approve such revisions to the Development Budget.

ARTICLE 4 **LEASING SERVICES OF THE MANAGER**

4.1 Leasing Management

During the Term, the Manager shall manage, as independent contractor, all aspects of the leasing of the Development and otherwise perform all of its duties and services set out in this Article 4 to professional standards similar to those of prudent owners and leasing managers of comparable developments of the same class in downtown Toronto.

4.2 Leasing Plan

In connection with its obligation to act as the leasing manager and perform its duties and services under this Article 4, the Manager shall:

- (a) Leasing Plan: prepare and submit to the Owner for its initial approval and thereafter for the Approval of the Owner, amendments thereto at such times as the Manager shall reasonably request, a leasing plan which shall set forth proposals on rental rates, and any other material terms and conditions for Leases for premises in the Development). A leasing plan shall be either Approved by the Owner (the “**Approved Leasing Plan**”) or the Owner shall provide comments on such materials by not later than five (5) Business Days after their receipt, failing which the leasing plan shall be deemed to be approved, and so long and to the extent that any leasing plan proposed hereunder has not been so approved or deemed Approved by the Owner, the Manager may proceed on the basis of the most recently Approved Leasing Plan. A copy of the Approved Leasing Plan as of the date of this Agreement is attached hereto as Schedule “D”;

Monthly Reports: commencing after the first Lease or Offer to Lease is entered into, prepare and provide to the Owner a written leasing report for the Development including, but not limited to, current unleased rental areas, leasing

activity and any issues with Tenants or Prospective Tenants and update such report each month; and

- (b) Keeping Records: the Manager shall maintain information and reports with respect to matters arising under the Leases.

4.3 Scope of Authority re: Leasing Management

In connection with the performance by the Manager of its duties under this Article 4, the Manager shall have the authority to and shall:

- (a) locate, designate and obtain agreements or other commitments for Leases from Prospective Tenants for the Development;
- (b) execute on behalf of the Owner, or cause the Nominee to execute (and the Owner shall direct the Nominee to execute) any offer to lease, letters of intent to lease or other non-binding agreement pertaining to the proposed leasing of the Development (collectively, an “**Offer to Lease**”) provided that the proposed terms contained in any Offer to Lease are not, taken as a whole, materially less favourable to the Owner than those of the current Approved Leasing Plan.
- (c) negotiate and settle the terms of all Leases for the occupancy of space and rental areas in the Development provided that:
 - (i) such terms, taken as a whole, are not materially less favourable to the Owner than those of the current Approved Leasing Plan and subject to Bridging’s approval of all material terms of each Lease;
 - (ii) the Pro-forma Lease is used without material amendment other than amendments to reflect whatever reasonable requirements the Prospective Tenant may make; and
 - (iii) the Owner, at the request of the Manager from time to time shall execute or cause the Nominee to execute all Leases negotiated by the Manager within the scope of its authority.

4.4 Services of Manager

In furtherance of its obligations under this Article 4, but subject always to the terms and provisions of Sections 4.2 and 4.3, the Manager shall:

- (a) **Leasing and Re-leasing**: endeavour to obtain Prospective Tenants who will lease premises in the Development and to cause such premises to be leased under its general supervision and direction;
- (b) **Installing Tenants**: develop and implement plans concerning the installation of all Tenants of the Development and supervise the same;

- (c) Tenant Liaison: supervise the establishment and maintenance of a suitable scheme of liaison between each Tenant and the Owner;
- (d) Notice to Tenants: be responsible for the giving of all notices and statements required to be given to Tenants under the terms of their respective Leases, including, without limitation, notices of default, enforcement and termination;
- (e) Lease Forms: prepare for execution forms of Leases, Lease extensions and related documents for use in the leasing of premises in the Development;
- (f) Enforcement: enforce the terms of any Lease when reasonably required and make strategic determinations in the enforcement of any Lease, including, without limitation, default and/or termination proceedings (provided the initiation of any litigation or defence of any litigation shall require the Approval of the Owner).

4.5 Personnel

The Manager shall be responsible for making available such of its employees or employees of Affiliates of the Manager (who shall not for any purpose be, or be deemed to be, the employees of the Owner) as shall be necessary and desirable for the performance by the Manager of its obligations under Article 4.

4.6 Services, Materials and Supplies

The Manager shall contract for or purchase all services, materials and supplies as may be necessary in the performance of its duties and responsibilities under this Article 4 and Approved by the Owner, which services, materials and supplies shall be paid for by the Owner.

ARTICLE 5 **FEES**

5.1 Development Management Fee

- (a) The Owner shall pay the Development Management Fee to the Manager. The Development Management Fee shall be as set out as the "Development Fee" on the Development Budget.
- (b) The Development Management Fee (plus applicable HST thereon) shall be paid by the Owner as follows:
 - (i) \$10,000,000 upon the closing of the acquisition of those Properties outlined on Schedule A hereto as the "Required Commercial Properties" (and for these purposes, acquisition of the registered owner by share purchase agreement if applicable), provided if such properties are acquired on different dates, the later of the two dates;

- (ii) \$10,000,000 upon receipt of the earlier of: (A) zoning or rezoning approval for the Development; and (B) site plan approval (the "Project Approvals"); and
 - (iii) \$10,000,000 upon closing and registration of security on title to the Required Commercial Properties of the Construction Financing.
- (c) Notwithstanding the foregoing, in the event that the parties proceed with the Residential Project or are able to acquire any of the other Properties listed on Schedule A that are not "Required Commercial Properties", or both, the Development Fee shall not exceed \$30,000,000 (the "Total Development Fee"), and in the event that the Residential Project is constructed, the parties shall allocate the total Development Fee between this Development Management Agreement and the development management agreement for the Residential Project.
- (d) In the event that the Manager pays out the Total Development Fee to third parties to ensure the progression of the Development as planned generally or in any particular manner or aspect, but determines that a higher amount is required for other similar payments or purposes, the Manager shall be entitled to pay such further amounts as may be required to third parties over and above the Total Development Fee and in such cases, the Owner shall fund all such further payments deemed necessary by the Manager, provided that either:
 - (i) the Manager is able to fund such payments from savings attained for any line item or combination of line items within the Development Budget or from any contingency amount in the Development Budget, or both (provided for such purposes, the parties shall reassess and recalculate such amounts so paid after the total Development Costs are known, to determine if the funding of such additional amount(s) was actually funded from savings or contingencies once all amounts are finally determined) and the Manager shall cause Mizrahi Enterprises Inc., the Class B limited partner under the Commercial Limited Partnership Agreements, to execute and deliver to Bridging a letter directing that any overage amount of such payment(s), once the total Development Costs are calculated, which was not available through savings or contingencies in the Development Budget as aforesaid, be deducted from amounts payable to Mizrahi Enterprises Inc. pursuant to Section 7.5(a)(iv)(B) under the Limited Partnership Agreement; or
 - (ii) the Manager shall cause Mizrahi Enterprises Inc., the Class B limited partner under the Commercial Limited Partnership Agreements, to execute and deliver to Bridging a letter directing that any such additional payment(s) be deducted from amounts payable to Mizrahi Enterprises Inc. pursuant to Section 7.5(a)(iv)(B) under the Limited Partnership Agreement.

- (e) Any portion of the Total Development Fee not required to be spent on third party payments, shall belong to the Manager.
- (f) No Written Request shall be required for any third party payments paid from the Development Fee, nor shall the payment of any such amount require the Approval of the Owner. The Manager shall be entitled to determine to whom such payments are reasonably necessary and in what amounts, and make such payments.

5.2 Rights of Examination by Owner

The Manager, at any and all times during normal business hours and upon reasonable notice, upon a written request from the Owner, will provide any reasonable background information as to Development Costs incurred and shall permit the Owner to examine all books of account, records, reports and other papers of the Manager relating to the services performed for the Owner by the Manager under this Agreement, to make copies thereof or extracts therefrom or to have the same audited by an auditor appointed by the requester for the Development, which audit shall be carried out at the expense of the requester.

5.3 Expenses of Development and Leasing Management

The Owner shall pay to the Manager the amount of any necessary:

- (i) reasonable and bona fide out-of-pocket costs and expenses in accordance with the Development Budget and any amounts expended for or on behalf of the Owner as permitted herein;
- (ii) third party real estate brokers respecting leasing commissions; and
- (iii) such other expenses Approved by the Owner or in the Development Budget and paid by the Manager to third parties in connection with its services under Articles 3 and 4, respectively.

The charges of any such counsel or consultants as are included within the Development Budget shall be for the account of the Owner.

5.4 Concessions

The Manager hereby undertakes not to accept for its own account in the execution of its duties hereunder any commissions, reductions, finder's fees or other concessions from any third party including tenants or realtors. If such concessions are received by the Manager they shall be remitted to or credited to the Owner forthwith after receipt.

5.5 Construction Management Fee

As part of the Developments Costs, the Owner shall be responsible for the fees payable to the Contractor, pursuant to the Commercial Construction Management Agreement (the

“Construction Management Fees”). The Construction Management Fees shall be paid by the Owner as required in the Commercial Construction Management Agreement and in any event on a monthly basis for the duration of the construction of the Development, commencing at the start of demolition of any buildings or improvements on the Properties provided all monthly draws have been authorized by the Cost Consultant.

ARTICLE 6

OWNER APPROVALS AND DUTIES

6.1 Approvals of the Owner

In addition to specific approvals otherwise provided for in this Agreement, the Manager shall submit to the Owner for Approval by the Owner the following:

- (a) the Development Budget and any amendments thereto having the effect of increasing the total Development Budget;
- (b) the Development Plan, the Development Schedule and any material amendments thereto once initially Approved;
- (c) any action to institute, prosecute and defend legal actions affecting the Development including taking appropriate action to deal with substantial construction liens encumbering the Development and making payments into court on behalf of the Owner with respect thereto;
- (d) the Pro-forma Lease;
- (e) entering into any Contract with any person with whom the Manager or any shareholder or director of the Manager or an Affiliate of the Manager does not deal at arm's length;
- (f) the acquisition or disposal of any property or the incurring of any non-capital obligation involving a sum in excess of One Hundred Thousand Dollars (\$100,000.00) for any transaction or group of similar or related transactions except for expenditures made and obligations incurred pursuant to the Development Budget;
- (g) any other matter being a Major Decision; and
- (h) any matters for which the approval of Bridging is required pursuant to the Commercial Limited Partnership Agreements, including, without limitation, Section 4.4 of the Unanimous Shareholders Agreement.

6.2 Procedure for Approvals

- (a) Whenever the provisions of this Agreement provide for an approval or consent or agreement to any action, document or plan by the Owner (collectively, an “**Approval**”), provided that approval of Bridging specifically is either not required pursuant to the Commercial Limited Partnership Agreements, or if it is required thereunder, such approval of Bridging has been obtained, then such Approval may not be unreasonably or arbitrarily withheld (except in the case of a Major Decision, in which case the Approval of the Owner shall be in the sole and absolute discretion of the Owner) and regardless, the Owner shall respond thereto within a period of five (5) days thereafter. A failure by the Owner to respond within such period shall be deemed to be an Approval unless the Owner provides a written notice during such period that it requires further information in order to consider the item for which approval or consent was requested. To be valid, any disapproval by the Owner shall be in writing, shall be reasonable and shall contain the reasons for such disapproval.
- (b) Notwithstanding subparagraph (a) and anything else in this Agreement to the contrary, in the event that any work or action is urgently required at a time when the authorized representatives of the Owner cannot be reasonably located for the purpose of giving approval, or where the Manager has received a notice for further information but due to urgent demands of the Development, cannot provide such further information prior to the date that an urgent action or steps needs to be taken in connection with the Development (the parties acknowledging and agreeing that no delays for approvals or consents shall be permitted to unduly stall the Development Schedule), the Manager is hereby authorized and instructed to proceed with such steps as in its discretion are deemed urgently necessary, and the Manager will promptly give written notice thereof to the Owner.

6.3 Responsibilities of Owner

In addition to the specific obligations and responsibilities of the Owner otherwise referred to in this Agreement, the Owner shall:

- (a) be responsible for payment of all Owner Contributions which at any time will equal the difference between the Development Cost less the amounts available from Permitted Financing as provided in Section 3.7 and payable in accordance with Section 3.8;
- (b) provide Approvals in accordance with Section 6.2;
- (c) provide all relevant information to the Manager in the possession of the Owner currently and in the future regarding the Properties and the Development in a timely manner; and
- (d) pay the Development Management Fee when due and as contemplated herein.

6.4 Manager an Independent Contractor to the Owner

- (a) Nothing in this Agreement shall be construed as or shall constitute a partnership between the Manager and the Owner. The duties to be performed and the obligations assumed by the Manager under this Agreement shall be performed and assumed by the Manager as an independent contractor and not as the agent or otherwise as the representative of the Owner.
- (b) In carrying out its responsibilities, obligations and duties to the Owner under this Agreement, the Manager shall employ personnel on its own behalf and the Manager's personnel shall be and remain employees of the Manager.
- (c) Except with regard to its employees as provided in subparagraph (b), in carrying out its responsibilities, obligations and duties to the Owner under this Agreement, the Manager shall act on behalf of the Owner, and all agreements, permits, licenses, Contracts, Leases, accounts and other documents shall be for and in the name of the Owner.
- (d) The Manager shall not be required to make any payments on behalf of the Owner, except to the extent that funds are made available to the Manager by the Owner therefor.

6.5 Access to Records

The Manager shall provide to the Owner, and to others as the Owner may from time to time designate, full and free access at all reasonable times to all records, documents and materials in the possession or control of the Manager which relate to the duties and obligations of the Manager under this Agreement.

ARTICLE 7 **TERMINATION**

7.1 Termination by the Owner

- (a) If, in the case of the Manager, an Event of Default occurs, the Owner may provide a Notice of Complaint to the Manager specifying in reasonable detail the Event of Default. If within thirty (30) days of receipt of any Notice of Complaint, the Manager fails to cure or remedy the Event of Default in a reasonable manner, or if more than thirty (30) days are required to cure or remedy the Event of Default the Manager fails to proceed and continue diligently to cure or remedy or give reasonable assurances to the Owner that such Event of Default will be cured or remedied within a reasonable period of time, the parties shall submit the dispute to arbitration in accordance with Section 7.3 below.

It is acknowledged and agreed that other than termination of the Development or sale of the Development as set out in Sections 7.3 and 7.4 respectively below, and subject to the immediately following paragraph (which applies only after

Commencement of Construction), the Owner may not terminate this Agreement for any reason other than a Material Event of Default and only then: (a) if the default is cureable, the Manager has been given proper written notice of the alleged default with specifics and the Manager has failed to cure the default within a reasonable period of time considering the nature of the default; and in addition (b) provided that the Parties have first have proceeded to arbitration to resolve the issue at hand and then only if the arbitration decision is adverse to the Manager and the Manager does not comply with the arbitration decision within a reasonable period of time (which period of time shall be determined by the arbitrator and included in the arbitration decision).

Notwithstanding the foregoing, if Commencement of Construction has occurred, the Owner shall not be entitled to terminate this Agreement for any reason other than an incurable Event of Insolvency, fraudulent acts of the Manager or any gross negligence of the Manager that is incapable of being cured and which is likely to substantially delay or prevent the completion of the Commercial Project or materially increase the Development Budget or result in new material liability to the Owner.

- (b) If the Owner is entitled to terminate this Agreement as set out above, the Owner may terminate this Agreement by written notice by issuing a Notice of Termination to the Manager stating that this Agreement is terminated and the reason for termination. Such termination shall be effective as and from the last day of the month in which the Notice of Termination is received by the Manager unless the reason for termination is bona fide disputed by the Manager as not being a reason permitting termination as set out above (in which case termination shall not occur until and unless the parties have submitted to arbitration on the matter and the arbitrator's decision is that the reason did permit termination and the termination if permitted hereunder (unless both Parties agree to waive arbitration in this case and agree to the termination)).
- (c) In the event of any termination of this Agreement, all fees shall be pro-rated and paid up to the date of termination except in the event of fraud or other intentional malfeasance (i.e. misappropriation of funds) in which case no pro-rated fees shall be owing to the Manager (except instalments already owing shall be paid to the Manager) and such entitlements shall not terminate but shall survive termination of this Agreement.

7.2 Termination by Manager

If, in the case of the Owner, an Event of Default occurs, the Manager may provide a Notice of Complaint to the Owner specifying in reasonable detail the Event of Default. If within thirty (30) days of the receipt of any Notice of Complaint, the Owner fails to cure or remedy the Event of Default in a reasonable manner, or if more than thirty (30) days are required to cure the Event of Default, the Owner fails to proceed and continue diligently to cure or remedy or give reasonable assurances to the Manager that, such Event of Default will be cured or remedied within a

reasonable period of time, the Manager may terminate this Agreement by issuing a Notice of Termination to the Owner stating that this Agreement is terminated and the reason for termination. Such termination shall be effective as and from the last day of the month in which the Notice of Termination is received by the Owner.

Notwithstanding the foregoing, if Commencement of Construction has occurred, the Manager shall not be entitled to terminate this Agreement for any reason other than an incurable Event of Insolvency, or a Material Event of Default of the Owner or any fraudulent act of the Owner, or any gross negligence of the Owner in performing its obligations that is incapable of being cured (and is not cured within a reasonable cure period having regard to the nature of the default).

7.3 Termination of the Development

In the event it is determined that the Development cannot go ahead due to external factors to the Owner and/or Manager (e.g. the Properties cannot be acquired or the City fails to approve the Development or any adjusted Development or the Parties cannot obtain sufficient financing), and the decision to develop the Development is cancelled or otherwise aborted by the Owner as a result, this Agreement shall be terminated by issuing a Notice of Termination to the Manager stating that the development of the Development has been terminated, cancelled or otherwise aborted and the reasons therefor and this Agreement shall be terminated effective upon receipt of the Notice of Termination by the Manager.

7.4 Termination because of Sale of the Development

In the event the decision is made by the Owner to sell the Development or in the event of periodic phase dispositions then the final phase of the Development, as the case may be, in accordance with the Owner's rights under the Commercial Limited Partnership Agreement, this Agreement shall be terminated effective the closing date of such sale.

7.5 Effect of Continued Performance

If this Agreement is terminated, the Owner shall be under no obligation to pay to the Manager any amount whatsoever for services performed by the Manager after the date of termination of this Agreement unless such performance has been expressly Approved by the Owner on a quantum meruit basis.

7.6 Termination – Survival of Outstanding Obligations

Notwithstanding the termination of this Agreement, all obligations hereunder which are outstanding as of the date of such termination required to be performed following the termination hereof and final settlement of payments required to be made hereunder shall continue to be obligations of each of the relevant Parties.

7.7 Deliveries to Owner

If this Agreement is terminated, notwithstanding such termination, the Manager shall forthwith upon termination and from time to time thereafter deliver to the Owner all moneys received and

held by the Manager pursuant to this Agreement, and all records and documents, including without limitation, all Leases, plans, schedules, budgets, operating records, books of account and ancillary documents maintained with respect to the Development and the Properties, including those relating to leasing management which are then in the possession or control of the Manager and which the Owner may reasonably require and which relate directly or indirectly to the Development and the Properties; provided however, that the Manager may elect to retain copies of such records, books of account and documents. Notwithstanding such termination the Owner shall thereafter and from time to time for a reasonable period of time produce at their offices the originals of such records, books of account and documents whenever the Manager reasonably requires them for its purposes in connection with its prior leasing management and development management of the Development and the Properties. The Manager shall keep all such information confidential, provided that if the Development is aborted, subject to the terms of the Commercial Limited Partnership Agreement, the Manager shall be entitled to remain as manager of the Development, if the Development is continued by the Mizrahi Partner under the Commercial Limited Partnership Agreements.

7.8 Development Management Fee and Construction Fee on Termination

In the event of a termination of this Agreement pursuant to Article 7, subject to Section 7.1(c), the Manager shall be entitled to payment of any remaining accrued Development Management Fee (and any accrued interest thereon) up to the date of termination, and a pro-rated portion of each of the next instalment payment(s) of the Development Management Fee not yet due, with such pro-rated amount deemed to be earned as of the date immediately prior to the termination date. Such pro-rated amount shall be based on the next milestone requirement forming the basis of the trigger for such payment being achieved in each of subsections 5.1(b)(i), (ii) and (iii) (e.g. Construction Financing is completed) and the amount to be pro-rated based on a fraction, the numerator being the number of days from the due date of the last instalment payment to the date of termination of this Agreement, and the denominator being the number of days from the due date of the last instalment payment to the date of such milestone being achieved.

By way of example, if the termination date is 30 days after the acquisition of the Required Commercial Properties, Project Approvals are obtained 180 days after the closing of the acquisition of the Required Commercial Properties and the Construction Financing is achieved 120 days after the obtaining the Project Approvals, the pro-rata portion of the next instalment payments of the Development Management Fee owing to the Manager would be 30/180 for the second instalment and 30/300 for the third instalment.

The Owner shall pay all such remaining accrued Development Management Fees and pro-rata portions thereof to the Manager within ten (10) days of termination of this Agreement and this obligation of the Owner to pay such fees shall survive the expiry or termination of this Agreement.

ARTICLE 8

GENERAL

8.1 Indemnity by Owner

Notwithstanding the termination of this Agreement, the Owner shall indemnify and save the Manager harmless from any action, cause of action, suit, debt, cost, expense, claim, liability or demand whatsoever at law or in equity, in connection with the performance by the Manager of any and all of its obligations under this Agreement, including without limitation, any damage or injury whatsoever to any employee or other person or property arising out of the foregoing during the Term of this Agreement, and anything arising from the Manager having executed any contract or document on behalf of the Nominee or Owner, in compliance with the terms of this Agreement, but the indemnity provided under this Section 8.1 shall not extend to any gross negligence, fraud or wilful misconduct of the Manager or its employees, directors, officers or agents (the "**Manager Parties**") and shall not extend to any action taken by the Manager Parties outside the terms and provisions of this Agreement.

8.2 Indemnity by Manager

Notwithstanding the termination of this Agreement, the Manager shall indemnify and save the Owner harmless in respect of any action, cause of action, suit, debt, cost, expense, claim or demand whatsoever, at law or in equity, resulting from any gross negligence, fraud or wilful misconduct of the Manager, its employees, agents or those for whom at law it is responsible during the Term of this Agreement or by reason of any action taken the Manager outside the terms and provisions of this Agreement.

Notwithstanding the foregoing in Sections 8.1 and 0, neither Party shall be liable for any consequential, indirect, special or incidental damages including without limitation, the loss of profits or revenue.

8.3 Insurance

The Manager shall take out and obtain all such insurance as would a reasonable and prudent development manager managing a similar development in downtown Toronto.

The Owner shall take out and maintain all such insurance as would a reasonable owner of a similar development project in downtown Toronto.

8.4 Arbitration

Notwithstanding any other provision in this Agreement, in the event that any dispute or claim arises out of or in connection with this Agreement (the "Dispute"), the Parties shall promptly seek to resolve the Dispute by negotiations between representatives of the Parties who have authority to settle the Dispute. The negotiations shall commence on the date one Party provides written notice to the other Party identifying the Dispute and requesting the commencement of negotiations. If the Dispute has not been resolved within 10 Business Days from the date negotiations commence, either Party may submit the Dispute to arbitration by providing written

notice of its intention to arbitrate. The parties agree that if negotiations fail to resolve the Dispute, then arbitration shall be the exclusive forum for resolution of the Dispute. The provisions of the Ontario *Arbitration Act, 1991*, S.O. 1991, c.17, as amended (the "Act") shall apply. The Parties shall agree to a single arbitrator with expertise in the issue being arbitrated, and failing such agreement, the arbitrator shall be determined in accordance with the Act.

8.5 Notice

Any notice, approval, consent, document, *pro forma*, information, instruction, direction or other communication to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery or by facsimile or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic communication number as may from time to time be the subject of a notice hereunder:

The Owner at:

(a) to the General Partner:

Mizrahi Commercial (The One) GP Inc.
189 Forest Hill Road
Toronto, Ontario M5P 2N3

Attention: President and Vice-President
Facsimile: (416) 440-0006 and (416) 633-6765
Email: Sam@MizrahiCorp.Com and jcoco@cocogroup.com

(b) with a copy to:

Bridging Finance Inc.
77 King Street West, Suite 2925, P.O. Box 322
Toronto, Ontario M5K 1K7

Attention: Ms. Natasha Sharpe
Facsimile: (888)920-9599

Email: nsharpe@bridgingfinance.ca

(c) with a copy to:

Coco Paving Inc.
949 Wilson Avenue
Toronto, Ontario
M3K 1G2

Attention: Ms. Virginia Jenny Coco
 Facsimile: (416) 633-6765
 Email: jcoco@cocogroup.com

(d) with a copy to:

Fogler, Rubinoff LLP
 77 King Street West, Suite 3000
 Toronto, Ontario M5K 1G8

Attention: Mr. Ian Kady
 Facsimile: (416) 941-8852
 Email: ikady@foglers.com

The Manager at:

(a) Mizrahi Inc.
 189 Forest Hill Road
 Toronto, Ontario M5P 2N3
 Attention: Sam Mizrahi
 Facsimile: (416) 440-0006
 Email: Sam@MizrahiCorp.Com

(e) with a copy to:

Dentons Canada LLP
 77 King Street West, Suite 400
 Toronto, Ontario M5K 0A1

Attention: Ms. Sonja Homenuck
 Facsimile: (416) 863-4592
 Email: sonja.homenuck@dentons.com

Any notice, approval, consent, information, instruction, direction or other communication to be given under or in connection with this Agreement, if personally delivered or sent by facsimile, shall be deemed to have been given and received on the date of delivery and if sent by facsimile or other electronic communication with confirmation of transmission after 5:00 p.m., or on a day other than a Business Day, shall be deemed to have been given and received on the Business Day following the day on which it was received.

8.6 Assignment by Manager

The Manager shall not assign this Agreement without the prior consent of the Owner, which consent may be unreasonably and arbitrarily withheld. No assignment shall relieve the Manager of its responsibilities, duties and obligations under this Agreement.

8.7 Assignment by the Owner

The Owner shall have the right to assign its interests in this Agreement so long as, and only if:

- (a) the assignee enters into an agreement with the remaining Party whereby the assignee shall be bound by and entitled to the benefit of this Agreement; and
- (b) the interest of the Owner in the Development is contemporaneously transferred to the same assignee.

8.8 Entire Agreement

This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes any prior understanding or agreement, whether or not in writing or expressed to be binding among them.

8.9 Invalidity of Provisions

If any covenant, obligation or agreement of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation or agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

8.10 Successors

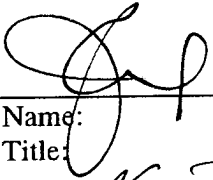
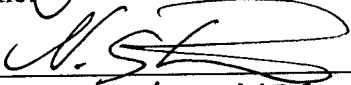
This Agreement and all rights, entitlements, duties and obligations arising from it shall bind the Parties and their respective successors and assigns and shall enure to the benefit of the Parties and their respective successors and permitted assigns.

8.11 Succession Regarding Sam Mizrahi

It is acknowledged and agreed that the involvement of Sam Mizrahi as principal of Mizrahi Inc. is of critical importance to the Commercial Project. In the event that Sam Mizrahi dies or becomes Incapacitated (as defined in the Commercial Limited Partnership Agreements), at any time prior to the return of the amount of the Class A1 Capital Contributions to the Class A1 Limited Partner (equity refund to Bridging) pursuant to Section 7.5(a)(ii)(A) of the Limited Partnership Agreement (and as such terms are defined therein), the parties hereto appoint Bridging to act as the Manager, with all authority as set out in this Agreement for the role of the Manager, provided Bridging accepts such appointment, to administer and manage the completion of the Commercial Project, but further provided that Bridging shall be entitled, in its sole discretion, not to accept such appointment and to itself appoint a qualified Person in its place and stead, to fulfill the role of Manager herein, on the terms set out herein.

IN WITNESS WHEREOF the Parties hereto have properly executed this Agreement under seal as evidence by their properly authorized officers in that behalf as of the day and year first above written.

**MIZRAHI COMMERCIAL (THE ONE) LP, by
its general partner, MIZRAHI COMMERCIAL
(THE ONE) GP INC.**

per: 
Name: J. COLO
Title:
per: 
Name: N. SHARPE
Title: SECRETARY

I/We have authority to bind the Corporation.

MIZRAHI INC.

per: _____
Name:
Title:

I have authority to bind the Corporation.

IN WITNESS WHEREOF the Parties hereto have properly executed this Agreement under seal as evidence by their properly authorized officers in that behalf as of the day and year first above written.

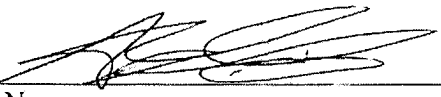
**MIZRAHI COMMERCIAL (THE ONE) LP, by
its general partner, MIZRAHI COMMERCIAL
(THE ONE) GP INC.**

per: _____
Name:
Title:

per: _____
Name:
Title:

I/We have authority to bind the Corporation.

MIZRAHI INC.

per:  _____
Name:
Title: **SAM MIZRAHI**
PRESIDENT

I have authority to bind the Corporation.

SCHEDULE "A"

PROPERTIES

Required Commercial Properties:

1 Bloor Street West, Toronto, Ontario

11 Bloor Street West, Toronto, Ontario

7180-784 Yonge St., Toronto, Ontario

Additional Properties (but not required properties) to be Sought for Commercial Project:

~~780-784 Yonge Street, Toronto, Ontario~~

13 Bloor Street West, Toronto, Ontario

15 Bloor Street West, Toronto, Ontario

17 Bloor Street West, Toronto, Ontario

770 Yonge Street, Toronto, Ontario

774 Yonge Street, Toronto, Ontario

778 Yonge Street, Toronto, Ontario

SCHEDULE "B"

MAJOR DECISIONS

"Major Decisions" means decisions to be made with respect to any of the following matters:

- (a) the Development Plan;
- (b) the Development Budget;
- (c) any matter that would have the affect of additional or increased obligations or liabilities (other than costs included in the Development Budget) on the Owner (or any Party comprising the Owner) outside of the normal course for a similar project;
- (d) any matters in connection with the Development requiring expenditure / Development Costs in excess of the Development Budget, as the case may be;
- (e) the material terms and conditions of any Financing;
- (f) the Disposition of all or any portion of the Development (other than any Lease entered into in accordance with the Leasing Plan and other than any Unit sold pursuant to an Approved Sale Agreement);
- (g) the appointment of a replacement Manager under this Agreement;
- (h) any other matters listed in Section 6.1 of this Agreement and not referred to in the list above; and
- (i) any matters listed in the subsections of "Material Agreements and Actions" and "Decisions Relation to the Partnership and the Title Nominee" in Section 4.4 of the Unanimous Shareholders Agreement, to the extent applicable to the contents of this Agreement, actions of the Manager or the Development.

SCHEDULE "C"
DEVELOPMENT BUDGET



AltusGroup

One Bloor West

800 Residential Condominium Units with Retail and Office
Yonge and Bloor
Toronto, Ontario

Report: Proforma

Date: 28-Jun-14

Project No.: 100675

Executive Summary

Preliminary Net Project Revenue

1,437,492,281

Project Budget

1,020,000,000

Total Profit

417,492,281

Profit as % Budget

40.93%

Profit as % Equity

146.49%

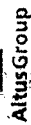
726,450.00	Net 1998 Cash
422,733.893	Net Cash
313,510.72	Net Cash
(11,791.615)	Net Cash

Colour legend

Deferred Costs	Owner and SW to advise
SA Satisfied	

Country	1990	1991
United Kingdom	20	
Indian Ocean	14	
East Asia	16	
Latin America	15	
Subtotal: Pacific Ocean	10	

Source: U.S. Coast Guard, 1992.



**One Bloor West
800 Residential Condominium Units with Retail and Office
Toronto, Ontario**

Report: Proforma
Date: 28-Jun-14
Project No.: 100675

Owner's Preliminary Revenue Projections at June 2014

[illegible]



One Bloor West
800 Residential Condominium Units with Retail and Office
Toronto, Ontario

Report: Proforma
Date: 28-Jun-14
Project No.: 100675

Preliminary Projected Source and Use of Funding

Source of Funding

Equity	285,000,000	27.94%
Insured Deposits	84,800,000	8.31%
Deferred Costs	17,200,000	1.69%
Construction Loan	683,000,000	62.06%
Source of Funds	1,020,000,000	100.00%

Insured Residential Deposits

Total Gross Pricing	565,369,100	800 Units
Assumed 75% Presales	424,026,825	600 Units
Assumed 20% Presale Deposits	84,805,365	600 Sold Taron Units
Required	84,800,000	
Taron	12,000,000	
ECDI	72,800,000	

Deferred Costs

Legal Fees (Closing)	800,000
Discharge Fees	56,000
Commissions Lead (50%)	3,356,072
Commissions Outside (50%)	9,810,057
Purchaser Incentives/Giveaways	3,200,000
Total	17,222,130
Required	17,200,000

SCHEDULE "D"
LEASING PLAN

SCHEDULE “E”

COMMERCIAL CONSTRUCTION MANAGEMENT AGREEMENT

CCDC 2

stipulated price contract

2008

THE ONE
1 Bloor Street West

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 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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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
 - The Association of Canadian Engineering Companies
 - The Canadian Construction Association
 - Construction Specifications Canada
 - The Royal Architectural Institute of Canada

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the 7 day of July in the year 2014 .

by and between the parties

Mizrahi Development Group (The One) Inc.

hereinafter called the "Owner"

and

Mizrahi Inc.

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the *Work* required by the *Contract Documents* for
Construction of 1Bloor St West Condominium, Retail and Office Building
insert above the name of the Work
located at
1 Bloor St West (formerly known as 1, 11, 13, 15, 17 Bloor St West & 770, 774, 778, 780 Yonge Street), or as otherwise to be amended
insert above the Place of the Work
for which the Agreement has been signed by the parties, and for which
Altus Group
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 *Work* by the 8th day of February in the year 2015 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 30th day of September in the year 2021 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract
- *

Schedule 'B' - Scope of Work

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

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ARTICLE A-4 CONTRACT PRICE

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

TBD

~~FOUR HUNDRED TWENTY TWO MILLION SEVEN HUNDRED THIRTY
THOUSAND EIGHT HUNDRED NINETY THREE~~ /100 dollars \$ ~~422,730,893.00~~

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

~~FIFTY FIVE MILLION NINE HUNDRED FIFTY FIVE THOUSAND
SIXTEEN~~09 /100 dollars \$ ~~55,955,016.09~~

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

~~FOUR HUNDRED SEVENTY SEVEN MILLION SIX HUNDRED EIGHTY
FIVE THOUSAND NINE HUNDRED NINE~~09 /100 dollars \$ ~~477,685,909.00~~

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of TEN percent (10 %), the *Owner* shall:

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

5.2 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 *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

HSBC Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

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

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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

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

Mizrahi Development Group (The One) Inc.

*name of Owner**

189 Forest Hill Road
Toronto, Ont. M5P 2N3

address

reception@mizrahicorp.com

facsimile number

email address

Contractor

Mizrahi Inc.

*name of Contractor**

126 Hazelton Ave
Toronto, On. M5R 2E5

address

866-300-0219

facsimile number

reception@mizrahidevelopments.com

email address

Consultant

Altus Group

*name of Consultant**

33 Yonge Street Suite 500
Toronto, On. M5E 1G4

address

416-641-9501

facsimile number

stuart.wilson@altusgroup.com

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS



signature

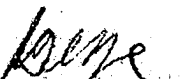
Remy Del Bel

name of person signing

signature

name of person signing

WITNESS



signature

Remy Del Bel

name of person signing

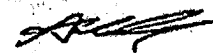
signature

name of person signing

OWNER

Mizrahi Development Group (The One) Inc.

name of owner



signature

Sam Mizrahi - President

name and title of person signing

signature

name and title of person signing

CONTRACTOR

Mizrahi Inc.

name of Contractor



signature

Sam Mizrahi - President

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:

- (a) proof of authority to execute (this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

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

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
3. **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*.
4. **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*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **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.
6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **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.
11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**
Product or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
16. **Provide**
Provide means to supply and install.
17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
18. **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*.
19. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
20. **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*.
21. **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*.
22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
23. **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*.
24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 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 *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - 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.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 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 *Contractor'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 *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 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 *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 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 *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 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.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work 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 *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY 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* of the *Contract*;
 - .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 *Contractor* 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 *Contractor* 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 *Contractor* 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 *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

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

GC 3.4 DOCUMENT REVIEW

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

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

GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the 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 *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 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 *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* 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 *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* 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 *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* 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 *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* 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 *Contractor* 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 *Contractor* 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*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 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 *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* 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 *Contractor* 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 *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor'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 the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form 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.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* 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 *Contractor* shall, within one *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 substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* 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 *Contractor* 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.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the 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 *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, 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 *Contractor* 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 *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, 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 *Contractor* 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 *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* 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 5.7 FINAL PAYMENT

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

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, 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 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, 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 *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, 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 *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts 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 licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* 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 cause an increase or decrease in the *Contractor'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.
- 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 *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 - MOULD.

GC 6.5 DELAYS

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

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 7 DEFAULT NOTICE

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* 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 *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, 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 *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, 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 *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 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.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 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 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 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 *Contractor* 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 *Contractor* 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.

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous 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 *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 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 or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *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.

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 *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, 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 *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 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.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will 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 *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *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 *Work* 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 *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *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 *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *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 *Contractor* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or 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 *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
 - .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

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

PART 12 INDEMNIFICATION, 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 *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose 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 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.1.2 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 *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to 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 *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 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 *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor'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 *Contractor* 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 *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* 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 *Contractor* 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 *Contractor* 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 *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* 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 *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* 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 *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* 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 *Contractor* 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 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

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Construction
Association

Construction
Specifications
Canada

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SCHEDULE 'B'

SCOPE OF WORK

The work to be undertaken shall consist of the furnishing of all material, labour, tools, equipment and all facilities and the satisfactory performance of all work necessary for the complete construction of luxury Condominium building including Retail at grade component and office space, ready for use and legal occupancy, in strict compliance with the plans, specifications and other related documents. Provide direction to planning, scheduling and engineering functions as required.

The principal items of construction work are listed below:

- Securing of all necessary permits and final certification for the entire construction
- Preparation and clearing of site, shoring, excavation and backfilling
- Concrete and reinforced concrete work
- Masonry and tile work
- Precast work
- Carpentry and joinery work
- Waterproofing
- Rough and finishing hardware
- Electrical work
- Plumbing work
- Mechanical work
- Security
- Fire Alarm
- Storm drainage work
- Painting work
- Provide all building equipment, operating manuals and warranty information, and coordinating startup of the building systems with operational personnel
- Commissioning
- Provide warranty program in accordance with TARION terms and conditions

**EXHIBIT “B” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

CCDC 2

stipulated price contract

2 0 0 8

THE ONE
1 Bloor Street West

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- * The Association of Canadian Engineering Companies
- * The Canadian Construction Association
- * Construction Specifications Canada
- * The Royal Architectural Institute of Canada

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

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the 7 day of July in the year 2014 .

by and between the parties

Mizrahi Development Group (The One) Inc.

hereinafter called the "*Owner*"

and

Mizrahi Inc.

hereinafter called the "*Contractor*"

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

ARTICLE A-1 THE WORK

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for

Construction of 1Bloor St West Condominium, Retail and Office Building

insert above the name of the Work

located at

1 Bloor St West (formerly known as 1, 11, 13, 15, 17 Bloor St West & 770, 774, 778, 780 Yonge Street), or as otherwise to be amended

insert above the Place of the Work

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

Altus Group

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 *Work* by the 8th day of February in the year 2015 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 30th day of September in the year 2021 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
 - Definitions
 - The General Conditions of the Stipulated Price Contract
- *

Schedule 'B' - Scope of Work

* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents* e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

ARTICLE A-4 CONTRACT PRICE

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

FOUR HUNDRED TWENTY TWO MILLION SEVEN HUNDRED THIRTY
THOUSAND EIGHT HUNDRED NINETY THREE /100 dollars \$ 422,730,893.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

FIFTY FIVE MILLION NINE HUNDRED FIFTY FIVE THOUSAND
SIXTEEN09 /100 dollars \$ 55,955,016.09

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

FOUR HUNDRED SEVENTY SEVEN MILLION SIX HUNDRED EIGHTY
FIVE THOUSAND NINE HUNDRED NINE.....09 /100 dollars \$ 477,685,909.09

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of TEN percent (10 %), the *Owner* shall:

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

5.2 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 *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

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

(Insert name of chartered lending institution whose prime rate is to be used)

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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

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

Mizrahi Development Group (The One) Inc.

*name of Owner**

189 Forest Hill Road
Toronto, Ont. M5P 2N3

address

reception@mizrahicorp.com

facsimile number

email address

Contractor

Mizrahi Inc.

*name of Contractor**

126 Hazelton Ave
Toronto, On. M5R 2E5

address

866-300-0219

facsimile number

reception@mizrahidevelopments.com

email address

Consultant

Altus Group

*name of Consultant**

33 Yonge Street Suite 500
Toronto, On. M5E 1G4

address

416-641-9501

facsimile number

stuart.wilson@altusgroup.com

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS



signature

Remy Del Bel

name of person signing

signature

name of person signing

WITNESS



signature

Remy Del Bel

name of person signing

signature

name of person signing

OWNER

Mizrahi Development Group (The One) Inc.

name of owner



signature

Sam Mizrahi - President

name and title of person signing

signature

name and title of person signing

CONTRACTOR

Mizrahi Inc.

name of Contractor



signature

Sam Mizrahi - President

name and title of person signing

signature

name and title of person signing

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

DEFINITIONS

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

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
3. **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*.
4. **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*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **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.
6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **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.
11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
16. **Provide**
Provide means to supply and install.
17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
18. **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*.
19. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
20. **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*.
21. **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*.
22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
23. **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*.
24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
 - .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 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 *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - 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.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 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 *Contractor'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 *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 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 *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 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 *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 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.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work 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 *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY 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* of the *Contract*;
 - .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 *Contractor* 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 *Contractor* 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 *Contractor* 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 *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

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

GC 3.4 DOCUMENT REVIEW

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

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

GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the 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 *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 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 *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* 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 *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* 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 *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* 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 *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* 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 *Contractor* 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 *Contractor* 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*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 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 *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* 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 *Contractor* 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 *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor’s* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor’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 the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form 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.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* 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 *Contractor* shall, within one *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 substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* 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 *Contractor* 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.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the 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 *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, 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 *Contractor* 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 *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, 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 *Contractor* 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 *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* 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 5.7 FINAL PAYMENT

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

GC 5.8 WITHHOLDING OF PAYMENT

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, 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 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, 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 *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, 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 *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts 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 licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* 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 cause an increase or decrease in the *Contractor'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.
- 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 *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

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

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 7 DEFAULT NOTICE

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

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* 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 *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, 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 *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, 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 *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 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.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 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 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 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 *Contractor* 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 *Contractor* 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.

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous 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 *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 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 or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *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.

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 *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
 - .3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.
- 9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, 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 *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Contractor* as required by GC 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.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will 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 *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *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 *Work* 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 *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *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 *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *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 *Contractor* as their respective interests may appear. In the event of loss or damage:
- (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
 - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or 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 *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
7. *Contractors' Equipment Insurance* from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

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

PART 12 INDEMNIFICATION, 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 *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose 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 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.1.2 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 *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to 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 *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 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 *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor'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 *Contractor* 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 *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* 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 *Contractor* 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 *Contractor* 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 *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* 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 *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* 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 *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* 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 *Contractor* 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 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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CCDC

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
 - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
 - Asbestos
 - Cyber Risk
 - Mould
 - Terrorism

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

www.ccdc.org

SCHEDULE 'B'

SCOPE OF WORK

The work to be undertaken shall consist of the furnishing of all material, labour, tools, equipment and all facilities and the satisfactory performance of all work necessary for the complete construction of luxury Condominium building including Retail at grade component and office space, ready for use and legal occupancy, in strict compliance with the plans, specifications and other related documents. Provide direction to planning, scheduling and engineering functions as required.

The principal items of construction work are listed below:

- Securing of all necessary permits and final certification for the entire construction
- Preparation and clearing of site, shoring, excavation and backfilling
- Concrete and reinforced concrete work
- Masonry and tile work
- Precast work
- Carpentry and joinery work
- Waterproofing
- Rough and finishing hardware
- Electrical work
- Plumbing work
- Mechanical work
- Security
- Fire Alarm
- Storm drainage work
- Painting work
- Provide all building equipment, operating manuals and warranty information, and coordinating startup of the building systems with operational personnel
- Commissioning
- Provide warranty program in accordance with TARION terms and conditions

**EXHIBIT “C” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

**EXHIBIT “D” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

**EXHIBIT “E” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

**EXHIBIT “F” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

**EXHIBIT “G” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

**EXHIBIT “H” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

**EXHIBIT “I” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

David Trafford

Subject: RE: The One - CCM and King Street Company

From: 조은혜 Zo, Eunhye (Grace) <eh.zo@igisam.com>

Sent: Monday, November 16, 2020 2:50 AM

To: Davidge, Rod <RDavidge@osler.com>

Cc: 신민재 Sheen, Minjae <Minjae.sheen@igisam.com>; #글로벌펀드운용2팀 <gfm2@igisam.com>;

고성원/담당/글로벌마켓담당 Scott <sungwon.ko@meritz.co.kr>; 박동빈/팀원/글로벌마켓담당 Jake Park <jake.park@meritz.co.kr>; angela.kim@meritz.co.kr; Terry Choi <terry.choi@hanafn.com>; Sharp, Sarah <SSharp@osler.com>

Subject: RE: The One - CCM and King Street Company

Rod,

Let me share the updated information from Mertiz.

1. There is no contract or legal agreement between The One Inc.(borrower) and Mizrahi Inc(as the construction management company).
2. The Sales commission is net HST like your DD report.
3. 5%, CM fee, was initially included in the Altus CF, and construction budget.

Best regards,

Grace

From: 조은혜 Zo, Eunhye (Grace)

Sent: Monday, November 16, 2020 8:13 AM

To: Davidge, Rod <RDavidge@osler.com>

Cc: 신민재 Sheen, Minjae <Minjae.sheen@igisam.com>; #글로벌펀드운용2팀 <gfm2@igisam.com>;

고성원/담당/글로벌마켓담당 Scott <sungwon.ko@meritz.co.kr>; 박동빈/팀원/글로벌마켓담당 Jake Park <jake.park@meritz.co.kr>; angela.kim@meritz.co.kr; Terry Choi <terry.choi@hanafn.com>; Sharp, Sarah <SSharp@osler.com>

Subject: RE: The One - CCM and King Street Company

Rod,

I very appreciate your prompt reply and clear explanation on the current issues.

I will get back to you after I have an internal discussion on KSF and CCM termination issues, but while I am doing that, could you please reach out to Coco's counsel to understand what she thinks and why she makes disagreement on the payment to Mizrahi Inc.?

Also, it would be very appreciated if you could look over the construction management contract with Mizrahi Inc. to figure out the important terms we might have not informed fully from Mizrahi.

As the contract was not delivered to us, I think Mizrahi counsel should provide to you, but let me know if there is a problem on that.

We are going to have a call this Tuesday evening in Toronto time, so I hope I could be updated at least on the issue of the Coco's counsel update prior to that.

Let me know if you need further discussion on this.

Best regards,

Grace

From: Davidge, Rod <RDavidge@osler.com>

Sent: Monday, November 16, 2020 7:41 AM

To: 조은혜 Zo, Eunhye (Grace) <eh.zo@igisam.com>

Cc: 신민재 Sheen, Minjae <Minjae.sheen@igisam.com>; #글로벌펀드운용2팀 <gfm2@igisam.com>; 고성원/담당/글로벌마켓담당 Scott <sungwon.ko@meritz.co.kr>; 박동빈/팀원/글로벌마켓담당 Jake Park <jake.park@meritz.co.kr>; angela.kim@meritz.co.kr; Terry Choi <terry.choi@hanafn.com>; Sharp, Sarah <SSharp@osler.com>

Subject: The One - CCM and King Street Company

Grace,

You asked us to provide a review of the Credit Agreement in connection with the CCAA filing of King Street Company Inc. (the "**Restaurant Tenant**") and in connection with the termination of Clark Construction Management ("**CCM**").

In addition, we were invited to join a call this weekend with Dentons as borrower's counsel and with Lax O'Sullivan as counsel to Mizrahi Inc. in connection with a dispute between Mizrahi and Coco in respect of payments to be made for progress on the Projects. Coco is disputing the borrower's obligation to pay: (a) costs relating to salaries of employees hired to take over construction management activities that were being done by CCM; (b) payment of fees to Mizrahi Inc. that previously flowed through to CCM and were paid to CCM; and (c) commissions to Mizrahi Inc. on unit sales to the extent that commission is being applied to taxes applicable to the purchase price.

Restaurant Tenant CCAA Filing

We refer you to the attached memorandum regarding our analysis in respect of the Credit Agreement provisions applicable to the CCAA filing by the Restaurant Tenant. In conclusion, unless the CCAA filing by the Restaurant Tenant constitutes a Material Adverse Change, a default has not occurred under the Credit Agreement as a result of the CCAA filing. However, the Borrower is obligated to provide prompt notice of a default under a Material Agreement and to immediately deliver copies of any notices delivered to the Borrower under Material Agreements. If copies of deliveries made to the Borrower under the CCAA have not been provided to the Administrative Agent, the Borrower is in breach of an obligation under the Credit Agreement. However, we would expect a cure period to apply to that breach and as a result, an Event of Default would not have occurred at this stage.

CCM Termination

We refer you to the attached memorandum regarding analysis in respect of the implications under the Credit Agreement of the termination of CCM. In conclusion, if the CCM contract provided for payments in excess of \$1,000,000 to CCM, that contract is a Material Agreement and the Borrower required consent under the Credit Agreement prior to terminating that agreement. It might be possible to make an argument that a cure period does not apply to that breach, but on a plain reading of the Credit Agreement, the Borrower has a 30 day cure period during which it can cure the default, which becomes a question of whether the Lender will consent to what has occurred.

Disputed Payments

Borrower's counsel asked for a call with Osler today as the Borrower is worried that the payments being disputed by Coco would cause a delay in construction or the potential of a lien on the project by Mizrahi Inc. The Borrower is hopeful that the Lender can provide assistance in convincing Coco to process the payments.

We note the following:

- a. The construction contract with Mizrahi Inc. is a fixed price contract and it provides for payments to Mizrahi Inc. on the basis of the portion of the project that has been completed. In determining payments owing to Mizrahi Inc., it is not relevant whether a subcontractor completed that work or whether Mizrahi Inc. completed the work with its own employees. Similarly, absent a change order changing the contract price, the fact that Mizrahi Inc. has incurred increased costs to complete the Projects is not relevant to what is owing to Mizrahi Inc. at any given time as the payments owed to Mizrahi Inc. are based on progress on the Projects. Altus should be certifying what is payable to Mizrahi Inc. on that basis and we do not know why Coco would dispute amounts so certified.
- b. The construction fee payable to Mizrahi Inc. is not express in the contract signed and we have to assume that it is included in the overall construction price. Again, under the construction contract, the removal of CCM does not result in a lesser amount being payable to Mizrahi Inc.
- c. We have not at this stage gone back to look at the listing agreement to review the dispute with respect to commissions. However, our due diligence report sets out that commissions were to be calculated on a price that was net of applicable taxes and it may be that Coco is correct on this point. Mizrahi's counsel suggested that commissions have been on a gross sales price thus far.

We are happy to reach out to Coco's counsel to understand their position on the payment dispute and to encourage them to process payments that comply with the underlying contracts, if you would like us to do that.

Please let us know if you have any questions.

Regards,

Rod

OSLER

Rod Davidge

Partner

c: 647.328.1645 | o: 416.862.4934

RDavidge@osler.com

Osler, Hoskin & Harcourt LLP | osler.com

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**EXHIBIT “J” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

Subject:

RE: MI Cost Review

From: "Ferguson, Stephen" <sferguson@alvarezandmarsal.com>
Date: November 26, 2023 at 11:12:31 PM EST
To: Sam Mizrahi <sam@mizrahidevelopments.ca>
Cc: "Nevsky, Joshua" <jnevsky@alvarezandmarsal.com>, "Sterling, Andrew" <asterling@alvarezandmarsal.com>
Subject: MI Cost Review

Hi Sam,

Further to our meeting last Monday and the subsequent discussions / information sharing between Mark, Remy and Andrew, we write to provide you with an update of our ongoing review of the information you have provided and of the underlying project contracts between Mizrahi Inc. ("MI") and the entities to which we are the Receiver of, being Mizrahi Commercial (The One) LP, Mizrahi Development Group (The One) Inc., and Mizrahi Commercial (The One) GP Inc. (collectively, the "Debtors"), in respect of ongoing construction services for One Bloor West (the "Project").

As we indicated during our meeting, based on our review of the Project contracts and related documentation, the Receiver sees no basis for paying for both the 5% Construction Management Fee ("CM Fee") and a profit margin on out-of-pocket direct and indirect labour costs (the "Labour Costs"), despite historical practice prior to the commencement of the Receivership.

During our meeting you provided us with MI's calculation of revenue and costs attributed to the Project for the 12-month period ending October 31, 2023 (the "MI Calculation"). The MI Calculation (reproduced in the chart below) indicates a net cash flow directly related to the Project of \$2.6 million, while including a \$1 million placeholder for payment to yourself and \$3.2 million of legal fees (which based on our review of the supporting journal entries primarily related to shareholder litigation between yourself and the Coco parties and receivership matters related to another MI project).

Through our review we noted several potential adjustments to the MI Calculation, including but not limited to:

1. Revenue – the MI Calculation did not include the recoverable expenses, which we have included as a flow through revenue and expense.
2. Revenue – the MI Calculation included only revenue from the Labour Costs but did not include approximately \$6.9 million in CM Fees paid by the Debtors to MI.
3. Hourly Labour – the Labour Costs included in the MI Calculation include a provision for HST, which is fully recoverable by MI and accordingly should not be recognized as an expense.

Based on those these adjustments alone (and as set out in the calculation below) the net cash flow earned by MI from the Project over the past 12 months is in excess of \$9.5 million, while also still accounting for substantial legal costs unrelated to the direct construction of the Project.

Mizrahi Inc

DRAFT

Nov 1, 2022 - Oct 31, 2023

Cost Analysis - Construction Team Billings

		Per Mizrahi		
Item	Note	Cost	Allocation (%)	P&L
<u>Revenue</u>				
Staffing & Labour		\$20,782,721	100%	\$20,782,721
Recoverable & Equipment	[1]	-	n/a	-
CM Fee	[2]	-	n/a	-
Total Revenue		20,782,721	100%	20,782,721
<u>Recoverable Costs:</u>				
Hourly Labour Agency Costs	[3]	(6,809,791)	100%	(6,809,791)
Recoverable & Equipment	[1]	-	n/a	-
<u>Direct Labour:</u>				
Construction Team Salaries		(2,850,108)	100%	(2,850,108)
Construction Team Contractors		(1,475,000)	100%	(1,475,000)
Burden on Salaries		(570,022)	100%	(570,022)
Recruiting Fees		(107,700)	100%	(107,700)
Gross Margin		\$8,970,100		\$8,970,100
<u>Indirect Labour:</u>				
Sam Mizrahi		(1,000,000)	100%	(1,000,000)
Indirect Staff Costs		(2,136,826)	60%	(1,282,096)
Burden on Salaries		(427,365)	60%	(256,419)
<u>SG&A:</u>				
Legal Costs		(3,183,168)	100%	(3,183,168)
Rent & Office Overhead		(472,587)	60%	(283,552)
Bank & Payroll Fees		(13,214)	60%	(7,928)
Liability Insurance		(32,400)	60%	(19,440)
Entertainment		(42,839)	60%	(25,703)
Advertising & Donations		(305,627)	60%	(183,376)
Travel		(170,064)	60%	(102,038)
Net Cash Flow				\$2,626,379
		<i>% of Revenue</i>		<i>12.6%</i>

In addition, based on review by the Receiver, certain costs incurred by MI and included in the MI Calculation do not directly relate to the Project. Such costs include, but are not limited to:

1. Indirect staff costs at 60% for certain MI staff that we have not met or had any interaction with, in connection with the Project;
2. Legal costs (noted above) which appear to be primarily related to shareholder disputes and ongoing receivership of another MI property;
3. Advertising costs in respect of a donations made (with no direct Project connection); and
4. Travel costs appearing to be related to jet rental.

Therefore, similar to the amount that was not paid by the Receiver relating to the September invoices, the Receiver believes there is no basis for reimbursing MI for the incremental profit margin on Labour Costs and at the same time paying a 5% CM Fee on the sum of (i) Labour Costs, (ii) reimbursable expenses and (iii) hard costs paid by MI.

The Receiver would also like to advise you that based on a review of the costs noted above, and following discussion with our counsel, on a go-forward basis the Receiver is required to take a 10% holdback on all payments made to MI.

Based on the information that has been provided to us to date, the Receiver completed a 'proforma' monthly estimate (adjusting for the CM Fee, and the above non-recurring and/or non-Project related expenses) which shows that MI should be generating positive cash flow on a go-forward basis relating to the Project, even after accounting for the holdback.

As we have indicated, the Receiver is prepared to work with MI in respect of its liquidity pertaining to its services performed for, and payments received from, the Project. If there are particular issues you are concerned with, we are happy to discuss further, and as previously suggested on a number of occasions, we would be pleased to review any additional information that you can provide regarding the issues noted above, or regarding specific costs that need to be paid by MI that are causing any cash flow issues.

As a reminder, the Receiver continues to consider the Debtors' rights and obligations under the Construction Management Agreement and the GC Agreement (each as defined in the Order (Appointing Receiver) dated October 18, 2023 (the "Receivership Order") and any related or other contracts with MI (collectively, including the Construction Management Agreement and the GC Agreement, the "Contracts"). The Receiver has not affirmed any Contracts and will not affirm any Contracts except by signed written communication to MI. For greater certainty, in making any payment to MI, the Receiver is not affirming any Contracts. In addition, the Receiver shall have no, and hereby disclaims any, personal liability under any of the Contracts.

Happy discuss further.

Steve

Stephen Ferguson CPA, CA, CIRP, LIT

Managing Director

Alvarez & Marsal Canada ULC

200 Bay Street, Suite 2900

Royal Bank South Tower

Toronto ON M5J 2J1

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Cell: 416 845 6191

sferguson@alvarezandmarsal.com

Alvarez & Marsal employs CPAs but is not a licensed CPA firm



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**EXHIBIT “K” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

David Trafford

Subject: FW: Monthly Construction Financing Release (August 2023)
Attachments: Annx 1 - August 2023 Payment Listing_IGIS reviewed_20230926_ver4.xlsx

From: 윤주성 Yoon, Joosung <joosung.yoon@igisam.com>
Sent: Wednesday, September 27, 2023 10:10 AM
To: Mark Kilfoyle <mark@mizrahidevelopments.ca>
Cc: Youngho Roh <youngho.roh@meritz.co.kr>; 박동빈/팀원/글로벌마켓담당 Jake Park <jake.park@meritz.co.kr>; David Jo <david.jo@igisusa.com>; #글로벌펀드운용 2팀 <gfm2@igisam.com>; 김선미 Kim, Sunmi <sunmi.kim@igisam.com>; @Project-theone <theone@igisam.com>; mh.kim@meritz.co.kr; peter.jung@meritz.co.kr; ispark@meritz.co.kr
Subject: RE: Monthly Construction Financing Release (August 2023)

Hi Mark,

Many thanks for your update.

After our thorough review on your request, we concluded our analysis as attached. With the loan being matured, we have to report our situations to the authorities (i.e. FSS), and we need to discuss those we unapproved today to the authorities. As we received the request on Saturday Korea time, and the Korean thanksgivings are starting from tomorrow, it may take some time to get back to you. I will try my best to get back to you as soon as possible anyway.

Having said that, would it be okay to process what we approved this afternoon first and take care of the rest later on? It is never our intent to halt the overall project and raise concerns from the trades, but there are just some items to clean up/report to the authorities on some of your requests. It would be great if you could re-issue the wiring instructions in accordance with the attached, and let's take care of the rest once we are back from the holidays.

Kind Regards,
Joosung

Joosung Yoon

Global Fund Management Team
Vice President

IGIS Asset Management
INTEGRATED GLOBAL INVESTMENT SOLUTION
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M 010 7104 5453
F 02 6499 7302
joosung.yoon@igisam.com

From: Mark Kilfoyle <mark@mizrahidevelopments.ca>

Sent: Wednesday, September 27, 2023 11:20 AM

To: 윤주성 Yoon, Joosung <joosung.yoon@igisam.com>

Cc: Youngho Roh <youngho.roh@meritz.co.kr>; 박동빈/팀원/글로벌마켓담당 Jake Park <jake.park@meritz.co.kr>;

David Jo <david.jo@igisusa.com>; #글로벌펀드운용 2팀 <gfm2@igisam.com>; 김선미 Kim, Sunmi

<sunmi.kim@igisam.com>; @Project-theone <theone@igisam.com>; mh.kim@meritz.co.kr; peter.jung@meritz.co.kr; ispark@meritz.co.kr

Subject: Re: Monthly Construction Financing Release (August 2023)

Hi Joosung,

Please see our responses below.

Best regards

Mark



Mark Kilfoyle

CFO and COO

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On Sep 26, 2023, at 11:36 AM, 윤주성 Yoon, Joosung <joosung.yoon@igisam.com> wrote:

Hi Mark,

Thank you for the update.

Please understand that we have to be overly picky (and please also understand that I have to interrupt your vacation)

I will expect their numbers to be ready by tomorrow, and in the meantime, as usual, I would like to ask some questions on the payments.

1. Please provide us the details of each new vendors.

#	Vendor(s)	Amount	Invoice	Role / Purpose	C
1	Amit Sharma	235.44	O	He is one of our Project Coordinators and he purchased transformers 3 times to be able to make the lights work for the Mock Suite	PO
2	ClaimsPro LP	3,915.00	O	This is the firm involved in the claim from the pedestrian hit by one of our gates during a high wind event.	Invoi
3	Gordon R. Williams Corporation	10,576.80	O	This is the company that supply and install the lighting system for the mock up suites for the Hyatt Hotel	PO
4	Pereira Carpentry	25,269.42	O	This is the carpentry for the mock up suite	PO
5	Rowan Williams Davies & Irwin Inc.	9,492.00	O	This is our Wind Consultant and we are working on the TMD Design.	Invoi
6	Hc - Bass Curtainwalls	76,008.78	O	We have hired them in Time and Materials to start installation of the mechanical levels louvers in order to get an estimate for the rest of the building window installation to replace GAMMA	PO
7	HC - Haimul Guangzhou	1,132,682.60	O	Same as before, this is the supplier of all the glass for the windows.	PO
8	HC - Huizhou Alcade	279,652.15	O	This is for the production of the acoustical louvers	PO

PO's for 1, 3, 4, 6, 7 and 8. The others are just invoices.

2. I do have some specific questions on existing vendors/parties as below:

- With respect to Glaholt fee (\$48,797.07), can you please give us more color? I understand they work on Seele related matter, but could you be more specific with the context?

Glaholt was still working on the settlement with Seele which was still being negotiated in specific regards to the Apple Warranty Glass that Apple had complaints about and wished to have a further 3 panels replaced as it did not meet Apples delivery inspection requirements at the time of delivery and installation. Of course now that we have settled with Apple we no longer will require this warranty or replacement of the 3 additional panels of Glass and we can now proceed to settle with Seele and bring this legal issue to a close successfully. As a result this item is no longer an issue.

- In line with the above, would you please explain why we need to pay Seele still? A few confusions that I have is - 1) we seem to be in disputes with them, and 2) with Apple being terminated, I assume we may not need to replace the glass urgently.

We still need to pay Seele not for the settlement agreement in regards to and what was mentioned in detail above in regard to Glaholt but also for the installation of the revolving front entrance doors that are necessary for the completion of the building facade at ground level and to be able to commence front outdoor landscaping works as scheduled now. Secondly we need to pay Seele for the 1 piece of glass that was required to be replaced from a year ago that had been ordered.

- Regarding Vukovich, can you please provide us more details? I understand this may not be easy to answer, but as their fees being way too high compared to past months, I just want to understand the context. (I understand Apple settlement comes into play here, but it would be great if you could be a bit more specific.)

This was preparation for the court case and the substantial amount of work in coordinating the examinations of each witness and preparing them for Apple's cross examination.

- Regarding Haimul Guangzhou, it is my understanding that the deposit required is 30% payment of shipment value. I do not understand why Haimul has invoiced 70% of the shipment value instead of the 30% deposit indicated in the PO. It appears that the amounts should be reduced to reflect a deposit of 30% of shipment value. Plus, I think a deduction for item 7 in the PO (the PO states that \$260,000 need to be deducted from the total amount invoiced, as item 7 is only payable upon confirmation of shipment) should also be incorporated.

This is for shipment which is 70% in accordance with the PO, we have already paid the 30% as noted. Delivery is on final payment. I am attaching in a link below pictures of the completed windows.

Windows

Password: pGeV279N

<https://mizrahi.egnyte.com/fl/wPH43r3c9v>

- Regarding Huizhou Alcade, it seems the invoice is aligned with the deposit requirement of 30% of the shipment value(per the PO). In line with this, can you please provide some sort of evidence? (i.e. photos of the materials being shipped or other shipping information)

The 30% is to put into production, so right now we do not have any photos. Once we pay they will be put into production.

- Can you please explain why we still need to pay Gamma? I thought we paid whatever due from them.

Gamma Still working until the finish all the work up to 16th floor, so we need to pay them for the part of the contract until they finish.

3. Please update us the evidence/proofs of marketing.

#	Vendor(s)	Check Status
1	Chart Communications Inc.	Please see link below
2	Conway and Partners LLC	Please see link below
3	Devisubox Inc.	Please see note below
4	Hampson Writes Communications Ltd.	Please see link below
5	Handverk Design Inc.	Please see link below
6	Lawrence Finn and Associates Limited	Please see link below
7	Live Build Inc	Please see note below
8	St. Joseph Media	Please see link below
9	Wilcox Sign Company Inc.	Please see note below

Marketing Invoices

Password: UfuFi98y

<https://mizrahi.egnyte.com/fl/uzAZXu18Zm>

With respect to Wilcox Signs and Live Build and Devisubox are related to the

Wilcox Signs – It is sample granite for the heritage building required by the City.

Live Build – This is for a second camera recording the construction site. For marketing and others.

Devisubox – This is the marketing camera to show a lap time images for marketing and others.

4. Please provide us with the proofs of hotel fit-outs.

#	Vendor(s)	Check Status
1	Gordon R. Williams Corporation	This is for switches and lighting control , you can see photos on the daily logs
2	Guardtek Systems Inc.	This is for doors in the mock up suite , you can see photos on the daily logs
3	Mulvey & Banani Lighting Inc.	This is a consulting, they are working on designing a centralize system for the entire building
4	Nelnor Construction	This is the photos on the windows in the mock up suite you can see them in the daily log photos
5	Pereira Carpentry	This is for doors and any carpentry

		in the mock up suite , you can see photos on the daily logs
--	--	---

5. Please follow up on Jenny's comments.

We are working on responses to Jenny's queries.

Thank you so much.

Kind Regards,
Joosung

Joosung Yoon

Global Fund Management Team
Vice President

<image001.png> 이지스자산운용주식회사

<image002.jpg>

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<image002.jpg>

T 02 6959 6782
M 010 7104 5453
F 02 6499 7302
joosung.yoon@igisam.com

From: Mark Kilfoyle <mark@mizrahidevelopments.ca>

Sent: Tuesday, September 26, 2023 7:39 PM

To: 윤주성 Yoon, Joosung <joosung.yoon@igisam.com>

Cc: Youngho Roh <youngho.roh@meritz.co.kr>; 박동빈/팀원/글로벌마켓담당 Jake Park <jake.park@meritz.co.kr>; David Jo <david.jo@igisusa.com>;

#글로벌펀드운용 2팀 <gfm2@igisam.com>; 김선미 Kim, Sunmi <sunmi.kim@igisam.com>; @Project-theone <theone@igisam.com>; mh.kim@meritz.co.kr; peter.jung@meritz.co.kr; ispark@meritz.co.kr

Subject: Re: Monthly Construction Financing Release (August 2023)

Good morning Joosung

The numbers will come out today. Just finalizing them now.



Mark Kilfoyle

CFO and COO

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On Sep 26, 2023, at 6:09 AM, 윤주성 Yoon, Joosung
<joosung.yoon@igisam.com> wrote:

Hi Mark,

Would you please let me know when we should expect the Altus report? As you may be aware, tomorrow is the last business day of September in Korea with Korean thanksgiving. All the banks will be reopen on the fourth of October, so I am concerned whether this would delay some required process.

Please let me know.

Kind Regards,

Joosung

Joosung Yoon

Global Fund Management Team

Vice President

<image001.png>

이지스자산운용주식회사

<image002.jpg>

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Yeongdeungpo-gu, Seoul,

<image002.jpg>

T 02 6959 6782
M 010 7104 5453
F 02 6499 7302

joosung.yoon@igisam.com

From: Mark Kilfoyle <mark@mizrahidevelopments.ca>
Sent: Saturday, September 23, 2023 8:21 AM
To: custody@hanafn.com; David Jo <david.jo@igisusa.com>;
#글로벌펀드운용 2팀 <gfm2@igisam.com>; in-custody@hanafn.com; 윤주성 Yoon,
Joosung <joosung.yoon@igisam.com>; 김선미 Kim, Sunmi <sunmi.kim@igisam.com>
Cc: Youngho Roh <youngho.roh@meritz.co.kr>; 박동빈/팀원/글로벌마켓담당 Jake
Park <jake.park@meritz.co.kr>; Wes Diong <wdiong@cocogroup.com>; The One
<theone@cocogroup.com>; Danny Chotrani <dchotrani@cocogroup.com>
Subject: Re: Monthly Construction Financing Release (August 2023)

Hi,

Please find enclosed the updated documents.

I will be sending along the wires and cheque listing once completed
by Danny,

Best regards
Mark

<~WRD000.jpg>

Mark Kilfoyle
CFO and COO
125 Hazelton Avenue
Toronto, Ontario M5R 2E4
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F. 1.866.300.0219
E. Mark@MizrahiDevelopments.ca
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On Sep 22, 2023, at 11:13 PM, Danny Chotrani
<dchotrani@cocogroup.com> wrote:

Hi,

Link to copies of the soft costs is provided below.

<image001.png> [2023-09-22 Release Aug 2023](#)

I shall provide the Project Status Certificate once I receive the executed copy from Sam.

Regards,
Danny Chotrani

From: Danny Chotrani
Sent: Friday, September 22, 2023 5:03 PM
To: custody@hanafn.com; David Jo
<david.jo@igisusa.com>; Gfm2@igisam.com; in-custody@hanafn.com;
Joosung Yoon <joosung.yoon@igisam.com>; Sunmi Kim
(sunmi.kim@igisam.com) <sunmi.kim@igisam.com>; Youngho Roh
<youngho.roh@meritz.co.kr>; 박동빈/팀원/글로벌마켓담당 Jake Park
<jake.park@meritz.co.kr>
Cc: Mark Kilfoyle <mark@mizrahidevelopments.ca>; Wes Diong
<wdiong@cocogroup.com>; The One <theone@cocogroup.com>
Subject: Monthly Construction Financing Release (August 2023)

Hi,

Please see attached documents relating to this month's draw and follow the link below for GC & HC invoices. Please do take note of Jenny's comments addressed to the Lender in the attachments.

GC Invoices
Password: zQ2Fyg6T
<https://mizrahi.egnyte.com/fl/yPZH5rUnic>

Note: Invoice C1398 Todd and Don's Expense report must come out of Gamma's budget, but the payment to be issued as GC invoice to Scotia account ending with 1618

HC and sub trades invoices
Sub Trade Invoices
Password: hAA76xpM
<https://mizrahi.egnyte.com/fl/gTBI2MONoQ>

Link to copies of the soft costs and Project Status Certificate to be provided in the subsequent mail.

Regards,
Danny Chotrani

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**EXHIBIT “L” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

**EXHIBIT “M” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

Mizrahi Inc.
125 Hazelton Ave
Toronto ON M5R 2E4
416-922-4200
HST Registration No.: 833650526RT0001

Invoice

BILL TO
1 Bloor Mizrahi Commercial (The One) GP Inc. 189 Forest Hill Road Toronto ON M5P 2N3

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
C1395	09/12/2023	\$1,055,932.06	09/12/2023	Due on receipt	

DATE	DESCRIPTION	TAX	QTY	RATE	AMOUNT
	Site Labour - per attached summary	H	1	889,955.38	889,955.38
	Construction Management Fee	H	1	44,497.769	44,497.77

SUBTOTAL	934,453.15
HST @ 13%	121,478.91
TOTAL	1,055,932.06
BALANCE DUE	\$1,055,932.06

TAX SUMMARY

RATE	TAX	NET
HST @ 13%	121,478.91	934,453.15

Timesheet Summary
Mizrahi Inc.
Project: 1 Bloor
Site Labour
For the period from:
12-Aug-23 To:
16-Sep-23
**cut off on Saturdays*

Employee Name	Type	Total Period SUM		
		Hours	Rate	Amount
Miguel Carrillo	Total Reg Hrs	218.00	103.21	22,499.78
Miguel Carrillo	Total OT Hrs	59.00	154.82	9,134.09
Miguel Carrillo	SUM	277.00	-	31,633.87
Christian Soliman	Total Reg Hrs	- 36.00	103.21	- 3,715.56
Christian Soliman	Total OT Hrs	- 8.50	154.82	- 1,315.93
Christian Soliman	SUM	- 44.50	-	- 5,031.49
Ajay Kumar	Total Reg Hrs	108.00	96.66	10,439.28
Ajay Kumar	Total OTx2/Stat Hrs	12.00	193.32	2,319.84
Ajay Kumar	SUM	120.00		12,759.12
Kavish Jain	Total Reg Hrs	12.00	96.66	1,159.92
Kavish Jain	Total OTx2/Stat Hrs	12.00	193.32	2,319.84
Kavish Jain	SUM	24.00		3,479.76
Vysakh Chambakon	Total Reg Hrs	192.00	96.66	18,558.72
Vysakh Chambakon	Total OT Hrs	12.00	144.99	1,739.88
Vysakh Chambakon	Total OTx2/Stat Hrs	12.00	193.32	2,319.84
Vysakh Chambakon	SUM	216.00		22,618.44
Marcel Radulscu	Total Reg Hrs	212.00	109.02	23,112.24
Marcel Radulscu	Total OT Hrs	146.00	163.53	23,875.38
Marcel Radulscu	Total OTx2/Stat Hrs	5.00	218.04	1,090.20
Marcel Radulscu	SUM	363.00		48,077.82
Darcy Raducescu	Total Reg Hrs	176.50	103.21	18,216.57
Darcy Raducescu	Total OT Hrs	11.00	154.82	1,702.97
Darcy Raducescu	SUM	187.50		19,919.53
Stephen Reid	Total Reg Hrs	134.00	103.21	13,830.14
Stephen Reid	Total OT Hrs	35.50	154.82	5,495.93
Stephen Reid	SUM	169.50		19,326.07
Romeo St. Catherine	Total Reg Hrs	142.00	103.21	14,655.82
Romeo St. Catherine	Total OT Hrs	14.50	154.82	2,244.82
Romeo St. Catherine	SUM	156.50		16,900.64
Don John	Total Reg Hrs	10.00	96.66	966.60
Don John	SUM	10.00		966.60
Thomas Jacob	Total Reg Hrs	166.50	103.21	17,184.47
Thomas Jacob	SUM	166.50		17,184.47
Alasan Singhateh	Total Reg Hrs	237.00	96.66	22,908.42
Alasan Singhateh	Total OT Hrs	20.00	144.99	2,899.80
Alasan Singhateh	SUM	257.00		25,808.22
Stephen Vincent	Total Reg Hrs	84.00	96.66	8,119.44
Stephen Vincent	SUM	84.00		8,119.44
Damion Campbell	Total Reg Hrs	204.00	96.66	19,718.64
Damion Campbell	Total OT Hrs	12.00	144.99	1,739.88
Damion Campbell	SUM	216.00		21,458.52

Employee Name	Type	Hours	Rate	Amount
Vasilios Karavas	Total Reg Hrs	212.00	103.21	21,880.52
Vasilios Karavas	Total OT Hrs	112.00	154.82	17,339.28
Vasilios Karavas	SUM	324.00		39,219.80
Justin Freeman	Total Reg Hrs	81.00	96.66	7,829.46
Justin Freeman	SUM	81.00		7,829.46
Iftikhar Asif	Total Reg Hrs	64.00	96.66	6,186.24
Iftikhar Asif	Total OT Hrs	12.50	144.99	1,812.38
Iftikhar Asif	SUM	76.50		7,998.62
Baldeep Singh	Total Reg Hrs	- 44.00	96.66	- 4,253.04
Baldeep Singh	Total OT Hrs	- 4.00	144.99	- 579.96
Baldeep Singh	Total OTx2/Stat Hrs	2.00	193.32	386.64
Baldeep Singh	SUM	- 46.00		- 4,446.36
Kiranpreet Singh	Total Reg Hrs	218.00	96.66	21,071.88
Kiranpreet Singh	Total OT Hrs	29.00	144.99	4,204.71
Kiranpreet Singh	SUM	247.00		25,276.59
Tanupriya	Total Reg Hrs	6.50	96.66	628.29
Tanupriya	SUM	6.50		628.29
Pritpal Singh	Total Reg Hrs	48.00	96.66	4,639.68
Pritpal Singh	SUM	48.00		4,639.68
Sahil Balar	Total Reg Hrs	18.50	96.66	1,788.21
Sahil Balar	SUM	18.50		1,788.21
Simmonds, Phil	Total Reg Hrs	153.00	103.21	15,791.13
Simmonds, Phil	Total OT Hrs	29.00	154.82	4,489.64
Simmonds, Phil	Total OTx2/Stat Hrs	5.00	206.42	1,032.10
Simmonds, Phil	SUM	187.00		21,312.87
Claudelle Page	Total Reg Hrs	214.50	96.66	20,733.57
Claudelle Page	Total OT Hrs	34.50	144.99	5,002.16
Claudelle Page	SUM	249.00		25,735.73
Suckvinder Singh Gill	Total Reg Hrs	196.00	96.66	18,945.36
Suckvinder Singh Gill	Total OT Hrs	8.00	144.99	1,159.92
Suckvinder Singh Gill	SUM	204.00		20,105.28
Manuel Carrillo	Total Reg Hrs	212.00	103.21	21,880.52
Manuel Carrillo	Total OT Hrs	93.00	154.82	14,397.80
Manuel Carrillo	SUM	305.00		36,278.32
Jashanvir Mahal	Total Reg Hrs	12.00	96.66	1,159.92
Jashanvir Mahal	SUM	12.00		1,159.92
Allen Vidal	Total Reg Hrs	219.50	103.21	22,654.60
Allen Vidal	Total OT Hrs	99.00	154.82	15,326.69
Allen Vidal	SUM	318.50		37,981.28
Dando Soliman	Total Reg Hrs	- 36.00	103.21	- 3,715.56
Dando Soliman	Total OT Hrs	- 14.50	154.82	- 2,244.82
Dando Soliman	SUM	- 50.50		- 5,960.38
Joshua Yaw Kumi	Total Reg Hrs	184.00	96.66	17,785.44
Joshua Yaw Kumi	Total OT Hrs	8.00	144.99	1,159.92
Joshua Yaw Kumi	Total OTx2/Stat Hrs	12.00	193.32	2,319.84
Joshua Yaw Kumi	SUM	204.00		21,265.20

Employee Name	Type	Hours	Rate	Amount
Shiva Timari	Total Reg Hrs	200.00	96.66	19,332.00
Shiva Timari	Total OT Hrs	16.00	144.99	2,319.84
Shiva Timari	Total OTx2/Stat Hrs	12.00	193.32	2,319.84
Shiva Timari	SUM	228.00		23,971.68
David Melkonian	Total Reg Hrs	222.50	109.02	24,256.95
David Melkonian	Total OT Hrs	93.00	163.53	15,208.29
David Melkonian	Total OTx2/Stat Hrs	12.00	218.04	2,616.48
David Melkonian	SUM	327.50		42,081.72
Harsimranjit Singh	Total Reg Hrs	168.00	96.66	16,238.88
Harsimranjit Singh	Total OT Hrs	12.00	144.99	1,739.88
Harsimranjit Singh	SUM	180.00		17,978.76
Sameep Bhattarai	Total Reg Hrs	- 36.00	96.66 -	3,479.76
Sameep Bhattarai	SUM	- 36.00		3,479.76
Ravinderjeet Singh	Total Reg Hrs	196.00	96.66	18,945.36
Ravinderjeet Singh	Total OT Hrs	8.00	144.99	1,159.92
Ravinderjeet Singh	SUM	204.00		20,105.28
Jansher Sohal	Total Reg Hrs	- 12.00	96.66 -	1,159.92
Jansher Sohal	SUM	- 12.00		1,159.92
Deep Modi	Total Reg Hrs	9.00	96.66	869.94
Deep Modi	SUM	9.00		869.94
Kabir Dadial	Total Reg Hrs	10.00	96.66	966.60
Kabir Dadial	SUM	10.00		966.60
Midhun Nair	Total Reg Hrs	9.00	96.66	869.94
Midhun Nair	SUM	9.00		869.94
Neeraj Sathyan	Total Reg Hrs	196.00	96.66	18,945.36
Neeraj Sathyan	Total OT Hrs	8.00	144.99	1,159.92
Neeraj Sathyan	SUM	204.00		20,105.28
Rajiv Motharapu	Total Reg Hrs	132.00	96.66	12,759.12
Rajiv Motharapu	Total OT Hrs	12.00	144.99	1,739.88
Rajiv Motharapu	SUM	144.00		14,499.00
Caleb Nzekwe	Total Reg Hrs	- 20.00	96.66 -	1,933.20
Caleb Nzekwe	SUM	- 20.00		1,933.20
Vikas Bawa	Total Reg Hrs	192.00	96.66	18,558.72
Vikas Bawa	Total OT Hrs	12.00	144.99	1,739.88
Vikas Bawa	Total OTx2/Stat Hrs	12.00	193.32	2,319.84
Vikas Bawa	SUM	216.00		22,618.44
Adam Reusch	Total Reg Hrs	112.50	103.21	11,611.13
Adam Reusch	Total OT Hrs	36.00	154.82	5,573.34
Adam Reusch	SUM	148.50		17,184.47
Victor Freile	Total Reg Hrs	176.00	103.21	18,164.96
Victor Freile	Total OT Hrs	47.50	154.82	7,353.71
Victor Freile	SUM	223.50		25,518.67
Lilia Kulias	Total Reg Hrs	220.00	96.66	21,265.20
Lilia Kulias	Total OT Hrs	37.50	144.99	5,437.13
Lilia Kulias	SUM	257.50		26,702.33
Lawrence Jumba	Total Reg Hrs	176.00	96.66	17,012.16
Lawrence Jumba	Total OT Hrs	17.50	144.99	2,537.33

Employee Name	Type	Hours	Rate	Amount
Lawrence Jumba	SUM	193.50		19,549.49
Jorge Silva	Total Reg Hrs	210.50	103.21	21,725.71
Jorge Silva	Total OT Hrs	44.00	154.82	6,811.86
Jorge Silva	SUM	254.50		28,537.57
Hasimran Ghuman	Total Reg Hrs	180.00	96.66	17,398.80
Hasimran Ghuman	SUM	180.00		17,398.80
Emile Thorpe	Total Reg Hrs	54.00	103.21	5,573.34
Emile Thorpe	Total OT Hrs	6.50	154.82	1,006.30
Emile Thorpe	SUM	60.50		6,579.64
Oyewole Amosun	Total Reg Hrs	12.00	96.66	1,159.92
Oyewole Amosun	SUM	12.00		1,159.92
Sedat Secgin	Total Reg Hrs	18.00	103.21	1,857.78
Sedat Secgin	Total OT Hrs	0.50	154.82	77.41
Sedat Secgin	SUM	18.50		1,935.19
Ariel Cruz	Total Reg Hrs	212.00	103.21	21,880.52
Ariel Cruz	Total OT Hrs	116.50	154.82	18,035.95
Ariel Cruz	SUM	328.50		39,916.47
Agampal Singh	Total Reg Hrs	204.00	96.66	19,718.64
Agampal Singh	Total OT Hrs	12.00	144.99	1,739.88
Agampal Singh	SUM	216.00		21,458.52
Harsh Saravaiya	Total Reg Hrs	32.50	96.66	3,141.45
Harsh Saravaiya	SUM	32.50		3,141.45
Rajan Patel	Total Reg Hrs	7.50	96.66	724.95
Rajan Patel	SUM	7.50		724.95
Manpreet Singh	Total Reg Hrs	24.00	96.66	2,319.84
Manpreet Singh	Total OTx2/Stat Hrs	7.50	193.32	1,449.90
Manpreet Singh	SUM	16.50		869.94
Vishal Singh	Total Reg Hrs	26.50	96.66	2,561.49
Vishal Singh	SUM	26.50		2,561.49
Gauravmeet	Total Reg Hrs	48.00	96.66	4,639.68
Gauravmeet	SUM	48.00		4,639.68
Naman Thurka	Total Reg Hrs	24.00	96.66	2,319.84
Naman Thurka	SUM	24.00		2,319.84
Sean Timlin	Total Reg Hrs	128.00	103.21	13,210.88
Sean Timlin	Total OT Hrs	21.00	154.82	3,251.12
Sean Timlin	SUM	149.00		16,462.00
Shay Donnelly	Total Reg Hrs	167.00	103.21	17,236.07
Shay Donnelly	Total OT Hrs	41.50	154.82	6,424.82
Shay Donnelly	SUM	208.50		23,660.89
		Hours	Rate	Amount
Total Reg		6,769.00		676,714.89
Total OT		1,248.50		192,746.14
Total OTx2		103.50		20,494.36
SUM		8,121.00		889,955.38

Timesheet Summary

Mizrahi Inc.

Project: 1 Bloor

Site Labour

For the period from:

12-Aug-23 To:

16-Sep-23

Employee Name	Occupation	Type	2023-08-12	2023-08-12	Variance	2023-08-19	2023-08-26	2023-09-02	2023-09-09	2023-09-16	Total Period SUM		
			Estimate	Actual		Actual	Actual	Actual	Estimate	Estimate	Hours	Rate	Amount
Miguel Carrillo	General Labour	Total Reg Hrs	36.00	36.00	-	44.00	44.00	43.00	44.00	43.00	218.00	103.21	22,499.78
Miguel Carrillo	General Labour	Total OT Hrs	23.50	13.00	- 10.50	20.50	16.00	11.00	11.00	11.00	59.00	154.82	9,134.09
Miguel Carrillo		SUM	59.50	49.00	- 10.50	64.50	60.00	54.00	55.00	54.00	277.00		31,633.87
Christian Soliman	General Labour	Total Reg Hrs	36.00	-	- 36.00	-	-	-	-	-	36.00	103.21	3,715.56
Christian Soliman	General Labour	Total OT Hrs	8.50	-	- 8.50	-	-	-	-	-	8.50	154.82	1,315.93
Christian Soliman		SUM	44.50	-	- 44.50	-	-	-	-	-	44.50	-	5,031.49
Ajay Kumar	Security	Total Reg Hrs	36.00	24.00	- 12.00	24.00	24.00	24.00	24.00	24.00	108.00	96.66	10,439.28
Ajay Kumar	Security	Total OTx2/Stat Hrs	-	12.00	12.00	-	-	-	-	-	12.00	193.32	2,319.84
Ajay Kumar		SUM	36.00	36.00	-	24.00	24.00	24.00	24.00	24.00	120.00		12,759.12
Kavish Jain	Security	Total Reg Hrs	-	-	-	-	12.00	-	-	-	12.00	96.66	1,159.92
Kavish Jain	Security	Total OTx2/Stat Hrs	-	12.00	12.00	-	-	-	-	-	12.00	193.32	2,319.84
Kavish Jain		SUM	-	12.00	12.00	-	12.00	-	-	-	24.00		3,479.76
Vysakh Chambakon	Security	Total Reg Hrs	36.00	24.00	- 12.00	36.00	36.00	44.00	44.00	44.00	192.00	96.66	18,558.72
Vysakh Chambakon	Security	Total OT Hrs	-	-	-	-	-	4.00	4.00	4.00	12.00	144.99	1,739.88
Vysakh Chambakon	Security	Total OTx2/Stat Hrs	-	12.00	12.00	-	-	-	-	-	12.00	193.32	2,319.84
Vysakh Chambakon		SUM	36.00	36.00	-	36.00	36.00	48.00	48.00	48.00	216.00		22,618.44
Marcel Radulscu	General Labour Supervisor	Total Reg Hrs	44.00	36.00	- 8.00	44.00	44.00	44.00	44.00	44.00	212.00	109.02	23,112.24
Marcel Radulscu	General Labour Supervisor	Total OT Hrs	28.00	25.00	- 3.00	30.50	33.00	28.50	28.50	28.50	146.00	163.53	23,875.38
Marcel Radulscu	General Labour Supervisor	Total OTx2/Stat Hrs	-	-	-	-	-	5.00	-	-	5.00	218.04	1,090.20
Marcel Radulscu		SUM	72.00	61.00	- 11.00	74.50	77.00	77.50	72.50	72.50	363.00		48,077.82
Darcy Raducescu	General Labour	Total Reg Hrs	-	26.50	26.50	36.00	34.00	26.50	27.00	26.50	176.50	103.21	18,216.57
Darcy Raducescu	General Labour	Total OT Hrs	-	1.50	1.50	3.50	1.50	1.50	1.50	1.50	11.00	154.82	1,702.97
Darcy Raducescu		SUM	-	28.00	28.00	39.50	35.50	28.00	28.50	28.00	187.50		19,919.53
Stephen Reid	General Labour	Total Reg Hrs	44.00	36.00	- 8.00	44.00	44.00	18.00	18.00	18.00	134.00	103.21	13,830.14
Stephen Reid	General Labour	Total OT Hrs	12.50	2.50	- 10.00	5.50	13.50	8.50	9.50	8.50	35.50	154.82	5,495.93
Stephen Reid		SUM	56.50	38.50	- 18.00	49.50	57.50	26.50	27.50	26.50	169.50		19,326.07
Romeo St. Catherine	General Labour	Total Reg Hrs	43.00	21.50	- 21.50	35.50	26.50	33.50	34.50	33.50	142.00	103.21	14,655.82
Romeo St. Catherine	General Labour	Total OT Hrs	5.50	0.50	- 5.00	9.00	3.00	2.50	2.50	2.50	14.50	154.82	2,244.82
Romeo St. Catherine		SUM	48.50	22.00	- 26.50	44.50	29.50	36.00	37.00	36.00	156.50		16,900.64
Don John	Traffic Control	Total Reg Hrs	-	-	-	10.00	-	-	-	-	10.00	96.66	966.60
Don John		SUM	-	-	-	10.00	-	-	-	-	10.00		966.60
Thomas Jacob	General Labour	Total Reg Hrs	40.00	32.50	- 7.50	41.00	37.00	32.00	32.00	32.00	166.50	103.21	17,184.47
Thomas Jacob		SUM	40.00	32.50	- 7.50	41.00	37.00	32.00	32.00	32.00	166.50		17,184.47
Alasan Singhateh	Traffic Control	Total Reg Hrs	20.00	39.50	19.50	44.00	41.50	44.00	44.00	44.00	237.00	96.66	22,908.42
Alasan Singhateh	Traffic Control	Total OT Hrs	-	-	-	11.00	-	3.00	3.00	3.00	20.00	144.99	2,899.80
Alasan Singhateh		SUM	20.00	39.50	19.50	55.00	41.50	47.00	47.00	47.00	257.00		25,808.22
Stephen Vincent	Security	Total Reg Hrs	24.00	24.00	-	24.00	24.00	12.00	12.00	12.00	84.00	96.66	8,119.44
Stephen Vincent		SUM	24.00	24.00	-	24.00	24.00	12.00	12.00	12.00	84.00		8,119.44
Damion Campbell	Security	Total Reg Hrs	36.00	44.00	8.00	44.00	44.00	36.00	36.00	36.00	204.00	96.66	19,718.64
Damion Campbell	Security	Total OT Hrs	-	4.00	4.00	4.00	4.00	-	-	-	12.00	144.99	1,739.88
Damion Campbell		SUM	36.00	48.00	12.00	48.00	48.00	36.00	36.00	36.00	216.00		21,458.52
Vasilios Karavas	General Labour	Total Reg Hrs	44.00	36.00	- 8.00	44.00	44.00	44.00	44.00	44.00	212.00	103.21	21,880.52
Vasilios Karavas	General Labour	Total OT Hrs	20.00	17.00	- 3.00	21.00	19.00	25.00	25.00	25.00	112.00	154.82	17,339.28
Vasilios Karavas		SUM	64.00	53.00	- 11.00	65.00	63.00	69.00	69.00	69.00	324.00		39,219.80
Justin Freeman	Security	Total Reg Hrs	-	12.00	12.00	12.00	21.00	12.00	12.00	12.00	81.00	96.66	7,829.46
Justin Freeman		SUM	-	12.00	12.00	12.00	21.00	12.00	12.00	12.00	81.00		7,829.46
Iftikhar Asif	Traffic Control	Total Reg Hrs	44.00	44.00	-	44.00	20.00	-	-	-	64.00	96.66	6,186.24
Iftikhar Asif	Traffic Control	Total OT Hrs	8.00	6.00	- 2.00	14.50	-	-	-	-	12.50	144.99	1,812.38
Iftikhar Asif		SUM	52.00	50.00	- 2.00	58.50	20.00	-	-	-	76.50		7,998.62
Baldeep Singh	Security	Total Reg Hrs	44.00	-	- 44.00	-	-	-	-	-	44.00	96.66	4,253.04
Baldeep Singh	Security	Total OT Hrs	4.00	-	- 4.00	-	-	-	-	-	4.00	144.99	579.96
Baldeep Singh	Security	Total OTx2/Stat Hrs	-	2.00	2.00	-	-	-	-	-	2.00	193.32	386.64
Baldeep Singh		SUM	48.00	2.00	- 46.00	-	-	-	-	-	46.00	-	4,446.36
Kiranpreet Singh	Traffic Control	Total Reg Hrs	44.00	42.00	- 2.00	44.00	44.00	44.00	44.00	44.00	218.00	96.66	21,071.88
Kiranpreet Singh	Traffic Control	Total OT Hrs	8.50	-	- 8.50	12.50	8.50	5.50	5.50	5.50	29.00	144.99	4,204.71
Kiranpreet Singh		SUM	52.50	42.00	- 10.50	56.50	52.50	49.50	49.50	49.50	247.00		25,276.59
Tanupriya	Traffic Control	Total Reg Hrs	-	-	-	6.50	-	-	-	-	6.50	96.66	628.29
Tanupriya		SUM	-	-	-	6.50	-	-	-	-	6.50		628.29
Pritpal Singh	Security	Total Reg Hrs	-	-	-	12.00	36.00	-	-	-	48.00	96.66	4,639.68
Pritpal Singh		SUM	-	-	-	12.00	36.00	-	-	-	48.00		4,639.68
Sahil Balar	Traffic Control	Total Reg Hrs	-	-	-	18.50	-	-	-	-	18.50	96.66	1,788.21
Sahil Balar		SUM	-	-	-	18.50	-	-	-	-	18.50		1,788.21
Simmonds, Phil	General Labour	Total Reg Hrs	44.00	36.00	- 8.00	36.00	44.00	27.00	27.00	27.00	153.00	103.21	15,791.13
Simmonds, Phil	General Labour	Total OT Hrs	13.00	11.00	- 2.00	12.00	13.00	2.00	2.00	2.00	29.00	154.82	4,489.64
Simmonds, Phil	General Labour	Total OTx2/Stat Hrs	-	-	-	-	-	5.00	-	-	5.00	206.42	1,032.10
Simmonds, Phil		SUM	57.00	47.00	- 10.00	48.00	57.00	34.00	29.00	29.00	187.00		21,312.87

Employee Name	Occupation	Type	2023-08-12	2023-08-12	Variance	2023-08-19	2023-08-26	2023-09-02	2023-09-09	2023-09-16	Total Period SUM		
			Estimate	Actual		Actual	Actual	Actual	Estimate	Estimate	Hours	Rate	Amount
Claudelle Page	Traffic Control	Total Reg Hrs	44.00	38.50	- 5.50	44.00	44.00	44.00	44.00	44.00	214.50	96.66	20,733.57
Claudelle Page	Traffic Control	Total OT Hrs	9.00	-	- 9.00	8.50	18.50	5.50	5.50	5.50	34.50	144.99	5,002.16
Claudelle Page		SUM	53.00	38.50	- 14.50	52.50	62.50	49.50	49.50	49.50	249.00		25,735.73
Suckvinder Singh Gill	Security	Total Reg Hrs	36.00	44.00	8.00	36.00	44.00	36.00	36.00	36.00	196.00	96.66	18,945.36
Suckvinder Singh Gill	Security	Total OT Hrs	-	4.00	4.00	-	4.00	-	-	-	8.00	144.99	1,159.92
Suckvinder Singh Gill		SUM	36.00	48.00	12.00	36.00	48.00	36.00	36.00	36.00	204.00		20,105.28
Manuel Carrillo	General Labour	Total Reg Hrs	44.00	36.00	- 8.00	44.00	44.00	44.00	44.00	44.00	212.00	103.21	21,880.52
Manuel Carrillo	General Labour	Total OT Hrs	21.50	17.50	- 4.00	21.00	25.00	17.00	17.00	17.00	93.00	154.82	14,397.80
Manuel Carrillo		SUM	65.50	53.50	- 12.00	65.00	69.00	61.00	61.00	61.00	305.00		36,278.32
Jashanvir Mahal	Security	Total Reg Hrs	-	-	-	12.00	-	-	-	-	12.00	96.66	1,159.92
Jashanvir Mahal		SUM	-	-	-	12.00	-	-	-	-	12.00		1,159.92
Allen Vidal	General Labour	Total Reg Hrs	36.00	36.00	-	44.00	43.50	44.00	44.00	44.00	219.50	103.21	22,654.60
Allen Vidal	General Labour	Total OT Hrs	5.00	9.00	4.00	24.00	23.00	16.00	16.00	16.00	99.00	154.82	15,326.69
Allen Vidal		SUM	41.00	45.00	4.00	68.00	66.50	60.00	60.00	60.00	318.50		37,981.28
Dando Soliman	General Labour	Total Reg Hrs	36.00	-	- 36.00	-	-	-	-	-	36.00	103.21	3,715.56
Dando Soliman	General Labour	Total OT Hrs	14.50	-	- 14.50	-	-	-	-	-	14.50	154.82	2,244.82
Dando Soliman		SUM	50.50	-	- 50.50	-	-	-	-	-	50.50		5,960.38
Joshua Yaw Kumi	Security	Total Reg Hrs	44.00	24.00	- 20.00	36.00	36.00	44.00	44.00	44.00	184.00	96.66	17,785.44
Joshua Yaw Kumi	Security	Total OT Hrs	4.00	-	- 4.00	-	-	4.00	4.00	4.00	8.00	144.99	1,159.92
Joshua Yaw Kumi	Security	Total OTx2/Stat Hrs	-	12.00	12.00	-	-	-	-	-	12.00	193.32	2,319.84
Joshua Yaw Kumi		SUM	48.00	36.00	- 12.00	36.00	36.00	48.00	48.00	48.00	204.00		21,265.20
Shiva Timari	Security	Total Reg Hrs	36.00	24.00	- 12.00	44.00	36.00	44.00	44.00	44.00	200.00	96.66	19,332.00
Shiva Timari	Security	Total OT Hrs	-	-	-	4.00	-	4.00	4.00	4.00	16.00	144.99	2,319.84
Shiva Timari	Security	Total OTx2/Stat Hrs	-	12.00	12.00	-	-	-	-	-	12.00	193.32	2,319.84
Shiva Timari		SUM	36.00	36.00	-	48.00	36.00	48.00	48.00	48.00	228.00		23,971.68
David Melkonian	Security Supervisor	Total Reg Hrs	41.50	44.00	2.50	44.00	44.00	44.00	44.00	44.00	222.50	109.02	24,256.95
David Melkonian	Security Supervisor	Total OT Hrs	22.50	11.50	- 11.00	17.50	26.50	20.00	20.00	20.00	93.00	163.53	15,208.29
David Melkonian	Security Supervisor	Total OTx2/Stat Hrs	-	12.00	12.00	-	-	-	-	-	12.00	218.04	2,616.48
David Melkonian		SUM	64.00	67.50	3.50	61.50	70.50	64.00	64.00	64.00	327.50		42,081.72
Harsimranjit Singh	Security	Total Reg Hrs	-	-	-	36.00	-	44.00	44.00	44.00	168.00	96.66	16,238.88
Harsimranjit Singh	Security	Total OT Hrs	-	-	-	-	-	4.00	4.00	4.00	12.00	144.99	1,739.88
Harsimranjit Singh		SUM	-	-	-	36.00	-	48.00	48.00	48.00	180.00		17,978.76
Sameep Bhattarai	Security	Total Reg Hrs	36.00	-	- 36.00	-	-	-	-	-	36.00	96.66	3,479.76
Sameep Bhattarai		SUM	36.00	-	- 36.00	-	-	-	-	-	36.00		3,479.76
Ravinderjeet Singh	Security	Total Reg Hrs	36.00	44.00	8.00	36.00	44.00	36.00	36.00	36.00	196.00	96.66	18,945.36
Ravinderjeet Singh	Security	Total OT Hrs	-	4.00	4.00	-	4.00	-	-	-	8.00	144.99	1,159.92
Ravinderjeet Singh		SUM	36.00	48.00	12.00	36.00	48.00	36.00	36.00	36.00	204.00		20,105.28
Jansher Sohal	Security	Total Reg Hrs	12.00	-	- 12.00	-	-	-	-	-	12.00	96.66	1,159.92
Jansher Sohal		SUM	12.00	-	- 12.00	-	-	-	-	-	12.00		1,159.92
Deep Modi	Traffic Control	Total Reg Hrs	-	-	-	-	9.00	-	-	-	9.00	96.66	869.94
Deep Modi		SUM	-	-	-	-	9.00	-	-	-	9.00		869.94
Kabir Dadial	Traffic Control	Total Reg Hrs	-	-	-	-	10.00	-	-	-	10.00	96.66	966.60
Kabir Dadial		SUM	-	-	-	-	10.00	-	-	-	10.00		966.60
Midhun Nair	Traffic Control	Total Reg Hrs	-	-	-	-	9.00	-	-	-	9.00	96.66	869.94
Midhun Nair		SUM	-	-	-	-	9.00	-	-	-	9.00		869.94
Neeraj Sathyan	Security	Total Reg Hrs	36.00	44.00	8.00	36.00	44.00	36.00	36.00	36.00	196.00	96.66	18,945.36
Neeraj Sathyan	Security	Total OT Hrs	-	4.00	4.00	-	4.00	-	-	-	8.00	144.99	1,159.92
Neeraj Sathyan		SUM	36.00	48.00	12.00	36.00	48.00	36.00	36.00	36.00	204.00		20,105.28
Rajiv Motharapu	Security	Total Reg Hrs	-	-	-	-	-	44.00	44.00	44.00	132.00	96.66	12,759.12
Rajiv Motharapu	Security	Total OT Hrs	-	-	-	-	-	4.00	4.00	4.00	12.00	144.99	1,739.88
Rajiv Motharapu		SUM	-	-	-	-	-	48.00	48.00	48.00	144.00		14,499.00
Caleb Nzekwe	Traffic Control	Total Reg Hrs	20.00	-	- 20.00	-	-	-	-	-	20.00	96.66	1,933.20
Caleb Nzekwe		SUM	20.00	-	- 20.00	-	-	-	-	-	20.00		1,933.20
Vikas Bawa	Security	Total Reg Hrs	36.00	24.00	- 12.00	36.00	36.00	44.00	44.00	44.00	192.00	96.66	18,558.72
Vikas Bawa	Security	Total OT Hrs	-	-	-	-	-	4.00	4.00	4.00	12.00	144.99	1,739.88
Vikas Bawa	Security	Total OTx2/Stat Hrs	-	12.00	12.00	-	-	-	-	-	12.00	193.32	2,319.84
Vikas Bawa		SUM	36.00	36.00	-	36.00	36.00	48.00	48.00	48.00	216.00		22,618.44
Adam Reusch	General Labour	Total Reg Hrs	36.00	26.50	- 9.50	27.00	44.00	17.00	17.00	17.00	112.50	103.21	11,611.13
Adam Reusch	General Labour	Total OT Hrs	7.50	4.50	- 3.00	12.00	1.50	8.50	8.50	8.50	36.00	154.82	5,573.34
Adam Reusch		SUM	43.50	31.00	- 12.50	39.00	45.50	25.50	25.50	25.50	148.50		17,184.47
Victor Freile	General Labour	Total Reg Hrs	-	-	-	-	44.00	44.00	44.00	44.00	176.00	103.21	18,164.96
Victor Freile	General Labour	Total OT Hrs	-	-	-	-	16.00	10.50	10.50	10.50	47.50	154.82	7,353.71
Victor Freile		SUM	-	-	-	-	60.00	54.50	54.50	54.50	223.50		25,518.67
Lilia Kulias	Traffic Control	Total Reg Hrs	44.00	44.00	-	44.00	44.00	44.00	44.00	44.00	220.00	96.66	21,265.20
Lilia Kulias	Traffic Control	Total OT Hrs	12.50	8.00	- 4.50	15.00	10.50	5.50	5.50	5.50	37.50	144.99	5,437.13
Lilia Kulias		SUM	56.50	52.00	- 4.50	59.00	54.50	49.50	49.50	49.50	257.50		26,702.33
Lawrence Jumba	Traffic Control	Total Reg Hrs	-	-	-	-	44.00	44.00	44.00	44.00	176.00	96.66	17,012.16
Lawrence Jumba	Traffic Control	Total OT Hrs	-	-	-	-	8.50	3.00	3.00	3.00	17.50	144.99	2,537.33
Lawrence Jumba		SUM	-	-	-	-	52.50	47.00	47.00	47.00	193.50		19,549.49
Jorge Silva	General Labour	Total Reg Hrs	42.50	35.00	- 7.50	44.00	42.00	44.00	44.00	44.00	210.50	103.21	21,725.71
Jorge Silva	General Labour	Total OT Hrs	3.00	4.50	1.50	7.50	8.00	9.00	9.00	9.00	44.00	154.82	6,811.86
Jorge Silva		SUM	45.50	39.50	- 6.00	51.50	50.00	53.00	53.00	53.00	254.50		28,537.57

Employee Name	Occupation	Type	2023-08-12	2023-08-12		2023-08-19	2023-08-26	2023-09-02	2023-09-09	2023-09-16	Total Period SUM		
			Estimate	Actual	Variance	Actual	Actual	Actual	Estimate	Estimate	Hours	Rate	Amount
Hasimran Ghuman	Security	Total Reg Hrs	36.00	36.00	-	36.00	36.00	36.00	36.00	36.00	180.00	96.66	17,398.80
Hasimran Ghuman		SUM	36.00	36.00	-	36.00	36.00	36.00	36.00	36.00	180.00		17,398.80
Emile Thorpe	General Labour	Total Reg Hrs	-	36.00	36.00	18.00	-	-	-	-	54.00	103.21	5,573.34
Emile Thorpe	General Labour	Total OT Hrs	-	5.50	5.50	1.00	-	-	-	-	6.50	154.82	1,006.30
Emile Thorpe		SUM	-	41.50	41.50	19.00	-	-	-	-	60.50		6,579.64
Oyewole Amosun	Security	Total Reg Hrs	-	-	-	-	12.00	-	-	-	12.00	96.66	1,159.92
Oyewole Amosun		SUM	-	-	-	-	12.00	-	-	-	12.00		1,159.92
Sedat Secgin	General Labour	Total Reg Hrs	18.00	-	-	18.00	-	-	-	-	18.00	103.21	1,857.78
Sedat Secgin	General Labour	Total OT Hrs	0.50	-	-	0.50	-	-	-	-	0.50	154.82	77.41
Sedat Secgin		SUM	18.50	-	-	18.50	-	-	-	-	18.50		1,935.19
Ariel Cruz	General Labour	Total Reg Hrs	44.00	36.00	-	8.00	44.00	44.00	44.00	44.00	212.00	103.21	21,880.52
Ariel Cruz	General Labour	Total OT Hrs	25.50	18.00	-	7.50	24.00	31.00	23.00	23.00	116.50	154.82	18,035.95
Ariel Cruz		SUM	69.50	54.00	-	15.50	68.00	75.00	67.00	67.00	328.50		39,916.47
Agampal Singh	Security	Total Reg Hrs	36.00	44.00	8.00	44.00	44.00	36.00	36.00	36.00	204.00	96.66	19,718.64
Agampal Singh	Security	Total OT Hrs	-	4.00	4.00	4.00	4.00	-	-	-	12.00	144.99	1,739.88
Agampal Singh		SUM	36.00	48.00	12.00	48.00	48.00	36.00	36.00	36.00	216.00		21,458.52
Harsh Saravaiya	Traffic Control	Total Reg Hrs	32.50	-	-	32.50	-	-	-	-	32.50	96.66	3,141.45
Harsh Saravaiya		SUM	32.50	-	-	32.50	-	-	-	-	32.50		3,141.45
Rajan Patel	Traffic Control	Total Reg Hrs	-	7.50	7.50	-	-	-	-	-	7.50	96.66	724.95
Rajan Patel		SUM	-	7.50	7.50	-	-	-	-	-	7.50		724.95
Manpreet Singh	Security	Total Reg Hrs	24.00	-	-	24.00	-	-	-	-	24.00	96.66	2,319.84
Manpreet Singh	Security	Total OTx2/Stat Hrs	-	7.50	7.50	-	-	-	-	-	7.50	193.32	1,449.90
Manpreet Singh		SUM	24.00	7.50	16.50	-	-	-	-	-	16.50		869.94
Vishal Singh	Traffic Control	Total Reg Hrs	-	8.50	8.50	9.00	9.00	-	-	-	26.50	96.66	2,561.49
Vishal Singh		SUM	-	8.50	8.50	9.00	9.00	-	-	-	26.50		2,561.49
Gauravmeet	Security	Total Reg Hrs	-	36.00	36.00	12.00	-	-	-	-	48.00	96.66	4,639.68
Gauravmeet		SUM	-	36.00	36.00	12.00	-	-	-	-	48.00		4,639.68
Naman Thurka	Security	Total Reg Hrs	-	12.00	12.00	-	12.00	-	-	-	24.00	96.66	2,319.84
Naman Thurka		SUM	-	12.00	12.00	-	12.00	-	-	-	24.00		2,319.84
Sean Timlin	General Labour	Total Reg Hrs	44.00	35.50	-	8.50	27.00	40.00	17.50	17.50	128.00	103.21	13,210.88
Sean Timlin	General Labour	Total OT Hrs	4.00	7.00	3.00	8.00	2.50	2.50	2.50	2.50	21.00	154.82	3,251.12
Sean Timlin		SUM	48.00	42.50	-	5.50	35.00	42.50	20.00	20.00	149.00		16,462.00
Shay Donnelly	General Labour	Total Reg Hrs	44.00	35.00	-	9.00	35.50	42.50	27.00	36.00	167.00	103.21	17,236.07
Shay Donnelly	General Labour	Total OT Hrs	7.00	2.50	-	4.50	12.50	5.00	9.50	9.50	41.50	154.82	6,424.82
Shay Donnelly		SUM	51.00	37.50	-	13.50	48.00	47.50	36.50	45.50	208.50		23,660.89
Total Regular			1,521.50	1,264.50	-	257.00	1,444.00	1,521.00	1,341.50	1,353.00	1,366.50	6,769.00	676,714.89
Total Overtime			268.00	184.50	-	83.50	303.00	303.50	241.50	242.50	241.50	1,248.50	192,746.14
Total OTx2			-	93.50	93.50	-	-	-	10.00	-	-	103.50	20,494.36
Total			1,789.50	1,542.50	-	247.00	1,747.00	1,824.50	1,593.00	1,595.50	1,608.00	8,121.00	889,955.38
			1,789.50	1,542.50	247.00	1,747.00	1,824.50	1,593.00	1,595.50	1,608.00			
			-	-	-	-	-	-	-	-			

Timesheet
Mizrahi Inc.
Project: 1 Bloor
Site Labour
For the Week ending:

Estimate

2023-08-12

Date			06-Aug	07-Aug	08-Aug	09-Aug	10-Aug	11-Aug	12-Aug	
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs
Miguel Carrillo			-	-	13.50	11.00	17.00	9.00	9.00	59.50
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			4.50	2.00	8.00		9.00	23.50
Christian Soliman			-	10.50	10.00	12.00	12.00	-	-	44.50
	General Labour	R		9.00	9.00	9.00	9.00			36.00
	General Labour	O		1.50	1.00	3.00	3.00			8.50
Ajay Kumar			12.00	-	-	12.00	-	-	12.00	36.00
	Security	R	12.00			12.00			12.00	36.00
Vysakh Chambakon			-	12.00	12.00	12.00	-	-	-	36.00
	Security	R		12.00	12.00	12.00				36.00
Marcel Radulscu			-	12.00	14.50	10.50	12.00	12.00	11.00	72.00
	General Labour Supervisor	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour Supervisor	O		3.00	5.50	1.50	3.00	4.00	11.00	28.00
Stephen Reid			-	9.50	9.50	9.50	9.50	9.50	9.00	56.50
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		0.50	0.50	0.50	0.50	1.50	9.00	12.50
Vipin Verma			-	-	-	12.00	-	-	-	12.00
	Security	R				12.00				12.00
Romeo St. Catherine			-	11.50	7.00	10.50	9.00	10.50	-	48.50
	General Labour	R		9.00	7.00	9.00	9.00	9.00		43.00
	General Labour	O		2.50		1.50		1.50		5.50
Thomas Jacob			-	8.00	8.00	8.00	8.00	8.00	-	40.00
	General Labour	R		8.00	8.00	8.00	8.00	8.00		40.00
Alasan Singhateh			-	-	-	-	11.50	8.50	-	20.00
	Traffic Control	R					11.50	8.50		20.00
Stephen Vincent			12.00	-	-	-	-	-	12.00	24.00
	Security	R	12.00						12.00	24.00
Damion Campbell			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Vasilios Karavas			-	11.00	11.00	11.00	11.00	11.00	9.00	64.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	2.00	2.00	2.00	3.00	9.00	20.00
Iftikhar Asif			-	11.00	14.00	8.50	10.50	8.00	-	52.00
	Traffic Control	R		11.00	14.00	8.50	10.50			44.00
	Traffic Control	O						8.00		8.00
Baldeep Singh			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
Kiranpreet Singh			-	11.50	14.00	8.50	10.00	8.50	-	52.50
	Traffic Control	R		11.50	14.00	8.50	10.00			44.00
	Traffic Control	O						8.50		8.50
Simmonds, Phil			-	9.00	10.00	10.00	10.00	10.00	8.00	57.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O			1.00	1.00	1.00	2.00	8.00	13.00
Claudelle Page			-	11.00	14.50	9.00	9.50	9.00	-	53.00
	Traffic Control	R		11.00	14.50	9.00	9.50			44.00
	Traffic Control	O						9.00		9.00
Suckvinder Singh Gill			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Manuel Carrillo			-	11.50	14.00	12.00	10.00	9.00	9.00	65.50
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.50	5.00	3.00	1.00	1.00	9.00	21.50

Allen Vidal			-	-	11.00	12.00	9.00	9.00	-	41.00
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			2.00	3.00				5.00
Dando Soliman			-	12.00	14.50	12.00	12.00	-	-	50.50
	General Labour	R		9.00	9.00	9.00	9.00			36.00
	General Labour	O		3.00	5.50	3.00	3.00			14.50
Joshua Yaw Kumi			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00	-		4.00
Shiva Timari	Security	R	-	12.00	12.00	12.00	-	-	-	36.00
				12.00	12.00	12.00				36.00
David Melkonian			-	12.00	12.00	12.00	12.00	12.00	4.00	64.00
	Security	R		12.00	12.00	12.00	5.50			41.50
	Security	O					6.50	12.00	4.00	22.50
Sameep Bhattarai	Security	R	-	12.00	12.00	-	12.00	-	-	36.00
				12.00	12.00		12.00			36.00
Ravinderjeet Singh	Security	R	12.00	-	-	-	-	12.00	12.00	36.00
			12.00					12.00	12.00	36.00
Jansher Sohal	Security	R	-	12.00	-	-	-	-	-	12.00
				12.00						12.00
Neeraj Sathyan	Security	R	12.00	-	-	-	-	12.00	12.00	36.00
			12.00					12.00	12.00	36.00
Caleb Nzekwe	Traffic Control	R	-	8.00	-	-	12.00	-	-	20.00
				8.00			12.00			20.00
Vikas Bawa	Security	R	-	12.00	12.00	-	12.00	-	-	36.00
				12.00	12.00		12.00			36.00
Adam Reusch			-	-	12.50	10.00	11.00	10.00	-	43.50
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			3.50	1.00	2.00	1.00		7.50
Lilia Kulias			-	12.00	14.50	9.00	12.00	9.00	-	56.50
	Traffic Control	R		12.00	14.50	9.00	8.50			44.00
	Traffic Control	O					3.50	9.00		12.50
Jorge Silva			-	8.00	9.50	8.50	11.50	8.00	-	45.50
	General Labour	R		8.00	9.00	8.50	9.00	8.00		42.50
	General Labour	O			0.50		2.50			3.00
Hasimran Ghuman	Security	R	12.00	-	-	-	-	12.00	12.00	36.00
			12.00					12.00	12.00	36.00
Sedat Secgin			-	9.00	-	-	-	9.50	-	18.50
	General Labour	R		9.00				9.00		18.00
	General Labour	O						0.50		0.50
Ariel Cruz			-	12.00	14.50	12.00	12.00	10.00	9.00	69.50
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		3.00	5.50	3.00	3.00	2.00	9.00	25.50
Agampal Singh	Security	R	12.00	-	-	-	-	12.00	12.00	36.00
			12.00					12.00	12.00	36.00
Harsh Saravaiya	Traffic Control	R	-	11.50	-	9.00	12.00	-	-	32.50
				11.50		9.00	12.00			32.50
Manpreet Singh	Security	R	-	-	12.00	-	12.00	-	-	24.00
					12.00		12.00			24.00
Sean Timlin			-	11.00	8.00	9.00	11.00	9.00	-	48.00
	General Labour	R		9.00	8.00	9.00	9.00	9.00		44.00
	General Labour	O		2.00			2.00			4.00
Shay Donnelly			-	11.00	9.00	11.00	11.00	9.00	-	51.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00		2.00	2.00	1.00		7.00
Total Regular			96.00	285.00	293.00	270.50	274.50	206.50	96.00	1,521.50
Total Overtime			-	22.00	36.50	26.50	51.00	64.00	68.00	268.00
Total			96.00	307.00	329.50	297.00	325.50	270.50	164.00	1,789.50

Timesheet
Mizrahi Inc.
Project: 1 Bloor
Site Labour
For the Week ending:

Actual

2023-08-12

Date			06-Aug	07-Aug	08-Aug	09-Aug	10-Aug	11-Aug	12-Aug	
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs
Miguel Carrillo			-	-	10.50	11.00	12.00	9.50	6.00	49.00
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			1.50	2.00	3.00	0.50	6.00	13.00
Ajay Kumar			12.00	12.00	-	-	-	-	12.00	36.00
	Security	R	12.00						12.00	24.00
		OTx2/STAT		12.00						12.00
Kavish Jain			-	12.00	-	-	-	-	-	12.00
		OTx2/STAT		12.00						12.00
Vysakh Chambakon			-	12.00	12.00	12.00	-	-	-	36.00
	Security	R			12.00	12.00				24.00
		OTx2/STAT		12.00						12.00
Marcel Radulscu			-	-	13.00	14.00	13.00	12.00	9.00	61.00
	General Labour Supervisor	R			9.00	9.00	9.00	9.00		36.00
	General Labour Supervisor	O			4.00	5.00	4.00	3.00	9.00	25.00
Darcy Raducescu			-	-	8.50	10.00	9.50	-	-	28.00
	General Labour	R			8.50	9.00	9.00			26.50
	General Labour	O				1.00	0.50			1.50
Stephen Reid			-	-	9.50	10.00	9.50	9.50	-	38.50
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			0.50	1.00	0.50	0.50		2.50
Romeo St. Catherine			-	-	9.50	-	3.50	9.00	-	22.00
	General Labour	R			9.00		3.50	9.00		21.50
	General Labour	O			0.50					0.50
Thomas Jacob			-	-	8.50	8.00	8.00	8.00	-	32.50
	General Labour	R			8.50	8.00	8.00	8.00		32.50
Alasan Singhateh			-	-	10.50	8.50	10.00	10.50	-	39.50
	Traffic Control	R			10.50	8.50	10.00	10.50		39.50
Stephen Vincent			12.00	-	-	-	-	-	12.00	24.00
	Security	R	12.00						12.00	24.00
Damion Campbell			12.00	-	-	-	12.00	12.00	12.00	48.00
	Security	R	12.00				12.00	12.00	8.00	44.00
	Security	O							4.00	4.00
Vasilios Karavas			-	-	11.00	11.00	11.00	11.00	9.00	53.00
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			2.00	2.00	2.00	2.00	9.00	17.00
Justin Freeman			-	-	-	12.00	-	-	-	12.00
	Security	R				12.00				12.00
Iftikhar Asif			-	-	10.50	8.50	12.50	10.50	8.00	50.00
	Traffic Control	R			10.50	8.50	12.50	10.50	2.00	44.00
	Traffic Control	O							6.00	6.00
Baldeep Singh			-	2.00	-	-	-	-	-	2.00
		OTx2/STAT		2.00						2.00
Kiranpreet Singh			-	-	10.50	8.50	12.50	10.50	-	42.00
	Traffic Control	R			10.50	8.50	12.50	10.50		42.00
Simmonds, Phil			-	-	10.00	9.00	10.00	10.00	8.00	47.00
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			1.00		1.00	1.00	8.00	11.00
Claudelle Page			-	-	9.00	9.00	9.50	11.00	-	38.50

	Traffic Control	R			9.00	9.00	9.50	11.00		38.50
Suckvinder Singh Gill			12.00	-	-	-	12.00	12.00	12.00	48.00
	Security	R	12.00				12.00	12.00	8.00	44.00
	Security	O							4.00	4.00
Manuel Carrillo			-	-	12.00	12.00	12.00	9.50	8.00	53.50
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			3.00	3.00	3.00	0.50	8.00	17.50
Allen Vidal			-	-	10.00	12.00	11.00	12.00	-	45.00
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			1.00	3.00	2.00	3.00		9.00
Joshua Yaw Kumi			-	12.00	12.00	12.00	-	-	-	36.00
	Security	R			12.00	12.00				24.00
		OTx2/STAT			12.00					12.00
Shiva Timari			-	12.00	12.00	12.00	-	-	-	36.00
	Security	R			12.00	12.00				24.00
		OTx2/STAT			12.00					12.00
David Melkonian			-	12.00	14.50	12.00	13.00	12.00	4.00	67.50
	Security	R			14.50	12.00	13.00	4.50		44.00
	Security	O						7.50	4.00	11.50
		OTx2/STAT			12.00					12.00
Ravinderjeet Singh			12.00	-	-	-	12.00	12.00	12.00	48.00
	Security	R	12.00				12.00	12.00	8.00	44.00
	Security	O							4.00	4.00
Neeraj Sathyan			12.00	-	-	-	12.00	12.00	12.00	48.00
	Security	R	12.00				12.00	12.00	8.00	44.00
	Security	O							4.00	4.00
Vikas Bawa			-	12.00	12.00	12.00	-	-	-	36.00
	Security	R			12.00	12.00				24.00
		OTx2/STAT			12.00					12.00
Adam Reusch			-	-	-	13.00	9.50	8.50	-	31.00
	General Labour	R				9.00	9.00	8.50		26.50
	General Labour	O				4.00	0.50			4.50
Lilia Kulias			-	-	11.00	9.00	13.00	11.00	8.00	52.00
	Traffic Control	R			11.00	9.00	13.00	11.00		44.00
	Traffic Control	O							8.00	8.00
Jorge Silva			-	-	9.00	13.50	8.50	8.50	-	39.50
	General Labour	R			9.00	9.00	8.50	8.50		35.00
	General Labour	O				4.50				4.50
Hasimran Ghuman			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Emile Thorpe			-	-	9.50	9.50	9.50	10.00	3.00	41.50
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			0.50	0.50	0.50	1.00	3.00	5.50
Ariel Cruz			-	-	10.50	12.00	11.00	12.00	8.50	54.00
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			1.50	3.00	2.00	3.00	8.50	18.00
Agampal Singh			12.00	-	-	-	12.00	12.00	12.00	48.00
	Security	R	12.00				12.00	12.00	8.00	44.00
	Security	O							4.00	4.00
Rajan Patel			-	-	-	-	-	7.50	-	7.50
	Traffic Control	R						7.50		7.50
Manpreet Singh			-	7.50	-	-	-	-	-	7.50
		OTx2/STAT		7.50						7.50
Vishal Singh			-	-	-	-	-	8.50	-	8.50
	Traffic Control	R						8.50		8.50
Gauravmeet			-	-	12.00	12.00	12.00	-	-	36.00

	Security	R			12.00	12.00	12.00		36.00
Naman Thurka			-	-	12.00	-	-	-	12.00
	Security	R			12.00				12.00
Sean Timlin			-	-	12.00	13.00	9.00	8.50	42.50
	General Labour	R			9.00	9.00	9.00	8.50	35.50
	General Labour	O			3.00	4.00			7.00
Shay Donnelly			-	-	11.50	8.50	9.00	8.50	37.50
	General Labour	R			9.00	8.50	9.00	8.50	35.00
	General Labour	O			2.50				2.50
Total Regular			96.00	-	272.00	261.00	279.50	278.00	1,264.50
Total Overtime			-	-	21.00	33.00	19.00	22.00	184.50
Total Stat Holiday			-	93.50	-	-	-	-	93.50
Total			96.00	93.50	293.00	294.00	298.50	300.00	1,542.50

Timesheet
Mizrahi Inc.
Project: 1 Bloor
Site Labour
For the Week ending:

Actual

2023-08-19

Date			13-Aug	14-Aug	15-Aug	16-Aug	17-Aug	18-Aug	19-Aug	
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs
Miguel Carrillo			-	12.50	12.00	11.00	11.00	9.00	9.00	64.50
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		3.50	3.00	2.00	2.00	1.00	9.00	20.50
Ajay Kumar			12.00	-	-	-	-	-	12.00	24.00
	Security	R	12.00						12.00	24.00
Vysakh Chambakon			-	12.00	12.00	12.00	-	-	-	36.00
	Security	R		12.00	12.00	12.00				36.00
Marcel Radulscu			-	13.50	13.00	14.00	12.00	12.00	10.00	74.50
	General Labour Supervisor	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour Supervisor	O		4.50	4.00	5.00	3.00	4.00	10.00	30.50
Darcy Raducescu			-	10.00	9.50	10.00	10.00	-	-	39.50
	General Labour	R		9.00	9.00	9.00	9.00			36.00
	General Labour	O		1.00	0.50	1.00	1.00			3.50
Stephen Reid			-	10.00	9.00	10.00	10.00	10.50	-	49.50
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		1.00		1.00	1.00	2.50		5.50
Vipin Verma			-	12.00	-	-	-	-	-	12.00
	Security	R		12.00						12.00
Romeo St. Catherine			-	-	8.50	9.00	10.50	9.00	7.50	44.50
	General Labour	R			8.50	9.00	9.00	9.00		35.50
	General Labour	O					1.50		7.50	9.00
Don John			-	-	10.00	-	-	-	-	10.00
	Traffic Control	R			10.00					10.00
Thomas Jacob			-	9.00	8.00	8.00	8.00	8.00	-	41.00
	General Labour	R		9.00	8.00	8.00	8.00	8.00		41.00
Alasan Singhateh			-	12.50	11.50	8.50	12.00	10.50	-	55.00
	Traffic Control	R		12.50	11.50	8.50	11.50			44.00
	Traffic Control	O					0.50	10.50		11.00
Stephen Vincent			12.00	-	-	-	-	-	12.00	24.00
	Security	R	12.00						12.00	24.00
Damion Campbell			12.00	-	-	-	12.00	12.00	12.00	48.00
	Security	R	12.00				12.00	12.00	8.00	44.00
	Security	O							4.00	4.00
Vasilios Karavas			-	11.00	11.00	11.00	11.00	11.00	10.00	65.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	2.00	2.00	2.00	3.00	10.00	21.00
Justin Freeman			-	-	12.00	-	-	-	-	12.00
	Security	R			12.00					12.00
Iftikhar Asif			-	11.50	11.50	12.00	12.00	11.50	-	58.50
	Traffic Control	R		11.50	11.50	12.00	9.00			44.00
	Traffic Control	O					3.00	11.50		14.50
Kiranpreet Singh			-	10.50	11.50	12.00	12.00	10.50	-	56.50
	Traffic Control	R		10.50	11.50	12.00	10.00			44.00
	Traffic Control	O					2.00	10.50		12.50
Tanupriya			-	6.50	-	-	-	-	-	6.50
	Traffic Control	R		6.50						6.50
Pritpal Singh			-	12.00	-	-	-	-	-	12.00
	Security	R		12.00						12.00
Sahil Balar			-	6.50	-	-	12.00	-	-	18.50
	Traffic Control	R		6.50			12.00			18.50
Simmonds, Phil			-	10.00	-	10.00	9.00	10.00	9.00	48.00
	General Labour	R		9.00		9.00	9.00	9.00		36.00
	General Labour	O		1.00		1.00		1.00	9.00	12.00
Claudelle Page			-	11.00	9.00	9.00	12.50	11.00	-	52.50
	Traffic Control	R		11.00	9.00	9.00	12.50	2.50		44.00
	Traffic Control	O						8.50		8.50

Suckvinder Singh Gill			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Manuel Carrillo			-	12.50	12.00	11.00	11.50	9.00	9.00	65.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		3.50	3.00	2.00	2.50	1.00	9.00	21.00
Jashanvir Mahal			-	-	-	12.00	-	-	-	12.00
	Security	R				12.00				12.00
Allen Vidal			-	12.00	10.00	13.00	12.00	12.00	9.00	68.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		3.00	1.00	4.00	3.00	4.00	9.00	24.00
Joshua Yaw Kumi			-	12.00	12.00	12.00	-	-	-	36.00
	Security	R		12.00	12.00	12.00				36.00
Shiva Timari			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
David Melkonian			-	12.00	12.00	12.50	13.00	12.00	-	61.50
	Security	R		12.00	12.00	12.50	7.50			44.00
	Security	O					5.50	12.00		17.50
Harsimranjit Singh			-	-	12.00	12.00	12.00	-	-	36.00
	Security	R			12.00	12.00	12.00			36.00
Ravinderjeet Singh			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Neeraj Sathyan			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Vikas Bawa			-	12.00	12.00	12.00	-	-	-	36.00
	Security	R		12.00	12.00	12.00				36.00
Adam Reusch			-	-	-	12.00	10.00	9.00	8.00	39.00
	General Labour	R				9.00	9.00	9.00		27.00
	General Labour	O				3.00	1.00		8.00	12.00
Lilia Kulas			-	11.00	12.00	12.50	12.50	11.00	-	59.00
	Traffic Control	R		11.00	12.00	12.50	8.50			44.00
	Traffic Control	O					4.00	11.00		15.00
Jorge Silva			-	12.00	9.50	10.00	12.00	8.00	-	51.50
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		3.00	0.50	1.00	3.00			7.50
Hasimran Ghuman			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Emile Thorpe			-	9.50	9.50	-	-	-	-	19.00
	General Labour	R		9.00	9.00					18.00
	General Labour	O		0.50	0.50					1.00
Ariel Cruz			-	12.00	10.00	13.00	12.00	12.00	9.00	68.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		3.00	1.00	4.00	3.00	4.00	9.00	24.00
Agampal Singh			12.00	-	-	-	12.00	12.00	12.00	48.00
	Security	R	12.00				12.00	12.00	8.00	44.00
	Security	O							4.00	4.00
Vishal Singh			-	-	9.00	-	-	-	-	9.00
	Traffic Control	R			9.00					9.00
Gauravmeet			-	-	-	-	12.00	-	-	12.00
	Security	R					12.00			12.00
Sean Timlin			-	-	-	9.00	10.50	9.50	6.00	35.00
	General Labour	R				9.00	9.00	9.00		27.00
	General Labour	O					1.50	0.50	6.00	8.00
Shay Donnelly			-	-	12.00	12.00	8.50	9.50	6.00	48.00
	General Labour	R			9.00	9.00	8.50	9.00		35.50
	General Labour	O			3.00	3.00		0.50	6.00	12.50
Total Regular			96.00	261.50	274.00	272.50	260.50	191.50	88.00	1,444.00
Total Overtime			-	26.00	18.50	29.00	43.50	85.50	100.50	303.00
Total			96.00	287.50	292.50	301.50	304.00	277.00	188.50	1,747.00

Timesheet
Mizrahi Inc.
Project: 1 Bloor
Site Labour
For the Week ending:

Actual

2023-08-26

Date			20-Aug	21-Aug	22-Aug	23-Aug	24-Aug	25-Aug	26-Aug	
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs
Miguel Carrillo			-	11.00	10.00	9.50	11.50	18.00	-	60.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	1.00	0.50	2.50	10.00		16.00
Ajay Kumar			12.00	-	-	-	-	-	12.00	24.00
	Security	R	12.00						12.00	24.00
Kavish Jain			-	12.00	-	-	-	-	-	12.00
	Security	R		12.00						12.00
Vysakh Chambakon			-	-	-	12.00	12.00	12.00	-	36.00
	Security	R				12.00	12.00	12.00		36.00
Marcel Radulscu			-	12.00	12.00	13.50	13.50	18.00	8.00	77.00
	General Labour Supervisor	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour Supervisor	O		3.00	3.00	4.50	4.50	10.00	8.00	33.00
Darcy Raducescu			-	-	9.50	9.00	10.00	7.00	-	35.50
	General Labour	R			9.00	9.00	9.00	7.00		34.00
	General Labour	O			0.50		1.00			1.50
Stephen Reid			-	11.00	9.50	9.50	9.50	18.00	-	57.50
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	0.50	0.50	0.50	10.00		13.50
Romeo St. Catherine			-	-	8.50	9.50	-	11.50	-	29.50
	General Labour	R			8.50	9.00		9.00		26.50
	General Labour	O				0.50		2.50		3.00
Thomas Jacob			-	8.00	8.00	8.00	8.00	5.00	-	37.00
	General Labour	R		8.00	8.00	8.00	8.00	5.00		37.00
Alasan Singhateh			-	10.00	8.50	-	11.00	12.00	-	41.50
	Traffic Control	R		10.00	8.50		11.00	12.00		41.50
Stephen Vincent			12.00	-	-	-	-	-	12.00	24.00
	Security	R	12.00						12.00	24.00
Damion Campbell			12.00	-	-	-	12.00	12.00	12.00	48.00
	Security	R	12.00				12.00	12.00	8.00	44.00
	Security	O							4.00	4.00
Vasilios Karavas			-	11.00	11.00	11.00	11.00	11.00	8.00	63.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	2.00	2.00	2.00	3.00	8.00	19.00
Justin Freeman			-	-	-	12.00	-	9.00	-	21.00
	Security	R				12.00		9.00		21.00
Iftikhar Asif			-	3.00	-	-	-	17.00	-	20.00
	Traffic Control	R		3.00				17.00		20.00
Kiranpreet Singh			-	10.00	8.50	11.00	11.00	12.00	-	52.50
	Traffic Control	R		10.00	8.50	11.00	11.00	3.50		44.00
	Traffic Control	O						8.50		8.50
Pritpal Singh			-	12.00	12.00	-	12.00	-	-	36.00
	Security	R		12.00	12.00		12.00			36.00
Simmonds, Phil			-	10.00	10.00	10.00	10.00	9.00	8.00	57.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		1.00	1.00	1.00	1.00	1.00	8.00	13.00
Claudelle Page			-	10.50	9.00	11.50	11.50	20.00	-	62.50
	Traffic Control	R		10.50	9.00	11.50	11.50	1.50		44.00
	Traffic Control	O						18.50		18.50
Suckvinder Singh Gill			12.00	-	-	-	12.00	12.00	12.00	48.00
	Security	R	12.00				12.00	12.00	8.00	44.00
	Security	O							4.00	4.00
Manuel Carrillo			-	11.00	11.00	9.50	10.00	19.50	8.00	69.00

Date			20-Aug	21-Aug	22-Aug	23-Aug	24-Aug	25-Aug	26-Aug	
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	2.00	0.50	1.00	11.50	8.00	25.00
Allen Vidal			-	12.00	10.00	8.50	13.00	15.00	8.00	66.50
	General Labour	R		9.00	9.00	8.50	9.00	8.00		43.50
	General Labour	O		3.00	1.00		4.00	7.00	8.00	23.00
Joshua Yaw Kumi	Security	R	-	12.00	12.00	12.00	-	-	-	36.00
				12.00	12.00	12.00				36.00
Shiva Timari	Security	R	-	12.00	12.00	12.00	-	-	-	36.00
				12.00	12.00	12.00				36.00
David Melkonian	Security	R	-	12.00	14.50	12.00	12.00	20.00	-	70.50
	Security	O		12.00	14.50	12.00	5.50			44.00
							6.50	20.00		26.50
Ravinderjeet Singh	Security	R	12.00	-	-	-	12.00	12.00	12.00	48.00
	Security	O	12.00				12.00	12.00	8.00	44.00
									4.00	4.00
Deep Modi			-	-	-	-	-	9.00	-	9.00
	Traffic Control	R						9.00		9.00
Kabir Dadial			-	-	-	10.00	-	-	-	10.00
	Traffic Control	R				10.00				10.00
Midhun Nair			-	-	-	-	-	9.00	-	9.00
	Traffic Control	R						9.00		9.00
Neeraj Sathyan			12.00	-	-	-	12.00	12.00	12.00	48.00
	Security	R	12.00				12.00	12.00	8.00	44.00
	Security	O							4.00	4.00
Vikas Bawa			-	12.00	12.00	12.00	-	-	-	36.00
	Security	R		12.00	12.00	12.00				36.00
Adam Reusch			-	9.00	9.50	9.00	9.00	9.00	-	45.50
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O			0.50			1.00		1.50
Victor Freile			-	11.00	10.50	9.50	10.00	19.00	-	60.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	1.50	0.50	1.00	11.00		16.00
Lilia Kulas			-	10.50	9.00	11.50	11.50	12.00	-	54.50
	Traffic Control	R		10.50	9.00	11.50	11.50	1.50		44.00
	Traffic Control	O						10.50		10.50
Lawrence Jumba			-	10.00	8.50	11.00	11.00	12.00	-	52.50
	Traffic Control	R		10.00	8.50	11.00	11.00	3.50		44.00
	Traffic Control	O						8.50		8.50
Jorge Silva			-	11.00	10.50	6.00	10.50	12.00	-	50.00
	General Labour	R		9.00	9.00	6.00	9.00	9.00		42.00
	General Labour	O		2.00	1.50		1.50	3.00		8.00
Hasimran Ghuman			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Oyewole Amosun			-	-	-	12.00	-	-	-	12.00
	Security	R				12.00				12.00
Ariel Cruz			-	12.00	11.00	10.50	13.50	20.00	8.00	75.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		3.00	2.00	1.50	4.50	12.00	8.00	31.00
Agampal Singh			12.00	12.00	12.00	-	-	-	12.00	48.00
	Security	R	12.00	12.00	12.00				8.00	44.00
	Security	O							4.00	4.00
Vishal Singh			-	-	-	-	-	9.00	-	9.00
	Traffic Control	R						9.00		9.00
Naman Thurka			-	-	12.00	-	-	-	-	12.00
	Security	R			12.00					12.00
Sean Timlin			-	8.00	8.50	11.50	8.00	6.50	-	42.50
	General Labour	R		8.00	8.50	9.00	8.00	6.50		40.00
	General Labour	O				2.50				2.50

Date			20-Aug	21-Aug	22-Aug	23-Aug	24-Aug	25-Aug	26-Aug	Total Hrs
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Shay Donnelly			-	10.00	9.50	11.50	10.00	6.50	-	47.50
	General Labour	R		9.00	9.00	9.00	9.00	6.50		42.50
	General Labour	O		1.00	0.50	2.50	1.00			5.00
Total Regular			96.00	262.00	272.00	278.50	266.50	270.00	76.00	1,521.00
Total Overtime			-	23.00	17.00	16.50	31.00	148.00	68.00	303.50
Total OTx2/Stat Hrs			-	-	-	-	-	-	-	-
Total			96.00	285.00	289.00	295.00	297.50	418.00	144.00	1,824.50

Timesheet
Mizrahi Inc.
Project: 1 Bloor
Site Labour
For the Week ending:

Actual

2023-09-02

Date			27-Aug	28-Aug	29-Aug	30-Aug	31-Aug	01-Sep	02-Sep	
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs
Miguel Carrillo			-	10.00	8.00	10.00	8.00	10.00	8.00	54.00
	General Labour	R		9.00	8.00	9.00	8.00	9.00		43.00
	General Labour	O		1.00		1.00		1.00	8.00	11.00
Ajay Kumar			12.00	-	-	-	-	-	12.00	24.00
	Security	R	12.00						12.00	24.00
Vysakh Chambakon			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
Marcel Radulscu			5.00	12.00	12.50	13.00	15.00	12.00	8.00	77.50
	General Labour Supervisor	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour Supervisor	O		3.00	3.50	4.00	6.00	4.00	8.00	28.50
	General Labour	OTx2/STAT	5.00							5.00
Darcy Raducescu			-	9.50	8.50	10.00	-	-	-	28.00
	General Labour	R		9.00	8.50	9.00				26.50
	General Labour	O		0.50		1.00				1.50
Stephen Reid			-	9.50	-	-	-	10.00	7.00	26.50
	General Labour	R		9.00				9.00		18.00
	General Labour	O		0.50				1.00	7.00	8.50
Romeo St. Catherine			-	10.00	-	10.50	7.00	8.50	-	36.00
	General Labour	R		9.00		9.00	7.00	8.50		33.50
	General Labour	O		1.00		1.50				2.50
Thomas Jacob			-	-	8.00	8.00	8.00	8.00	-	32.00
	General Labour	R			8.00	8.00	8.00	8.00		32.00
Alasan Singhateh			-	10.50	9.50	9.50	9.00	8.50	-	47.00
	Traffic Control	R		10.50	9.50	9.50	9.00	5.50		44.00
	Traffic Control	O						3.00		3.00
Stephen Vincent			12.00	-	-	-	-	-	-	12.00
	Security	R	12.00							12.00
Damion Campbell			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Vasilios Karavas			-	13.00	12.00	12.00	12.00	12.00	8.00	69.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		4.00	3.00	3.00	3.00	4.00	8.00	25.00
Justin Freeman			-	-	-	-	-	-	12.00	12.00
	Security	R							12.00	12.00
Kiranpreet Singh			-	10.50	9.50	9.50	9.00	11.00	-	49.50
	Traffic Control	R		10.50	9.50	9.50	9.00	5.50		44.00
	Traffic Control	O						5.50		5.50
Simmonds, Phil			5.00	10.00	9.00	10.00	-	-	-	34.00
	General Labour	R		9.00	9.00	9.00				27.00
	General Labour	O		1.00		1.00				2.00
	General Labour	OTx2/STAT	5.00							5.00
Claudelle Page			-	11.00	10.00	10.00	9.50	9.00	-	49.50
	Traffic Control	R		11.00	10.00	10.00	9.50	3.50		44.00
	Traffic Control	O						5.50		5.50
Suckvinder Singh Gill			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Manuel Carrillo			-	12.50	9.50	13.00	8.00	10.00	8.00	61.00
	General Labour	R		9.00	9.00	9.00	8.00	9.00		44.00
	General Labour	O		3.50	0.50	4.00		1.00	8.00	17.00
Allen Vidal			-	11.00	10.00	9.00	10.00	12.00	8.00	60.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	1.00		1.00	4.00	8.00	16.00
Joshua Yaw Kumi			-	12.00	12.00	12.00	12.00	-	-	48.00

Date			27-Aug	28-Aug	29-Aug	30-Aug	31-Aug	01-Sep	02-Sep	
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs
Shiva Timari	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
David Melkonian	Security	O					4.00			4.00
			-	12.00	12.00	12.00	12.00	12.00	4.00	64.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00	12.00	4.00	20.00
Harsimranjit Singh			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
			12.00	-	-	-	-	12.00	12.00	36.00
Ravinderjeet Singh			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R								
			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R								
Neeraj Sathyan			12.00	-	-	-	-	12.00	12.00	36.00
			12.00	-	-	-	-	12.00	12.00	36.00
			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
Rajiv Motharapu	Security	O					4.00			4.00
			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
Vikas Bawa			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
			-	12.00	12.00	12.00	12.00	-	-	48.00
Adam Reusch			-	8.00	-	-	-	10.00	7.50	25.50
	General Labour	R		8.00				9.00		17.00
	General Labour	O						1.00	7.50	8.50
			-	10.00	9.00	9.50	9.50	8.50	8.00	54.50
Victor Freile			-	10.00	9.00	9.50	9.50	8.50	8.00	54.50
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		1.00		0.50	0.50	0.50	8.00	10.50
			-	11.00	10.00	10.00	9.50	9.00	-	49.50
Lilia Kulas			-	11.00	10.00	10.00	9.50	9.00	-	49.50
	Traffic Control	R		11.00	10.00	10.00	9.50	3.50		44.00
	Traffic Control	O						5.50		5.50
			-	10.50	9.50	9.50	9.00	8.50	-	47.00
Lawrence Jumba			-	10.50	9.50	9.50	9.00	8.50	-	47.00
	Traffic Control	R		10.50	9.50	9.50	9.00	5.50		44.00
	Traffic Control	O						3.00		3.00
			-	10.50	10.00	9.00	14.50	9.00	-	53.00
Jorge Silva			-	10.50	10.00	9.00	14.50	9.00	-	53.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		1.50	1.00		5.50	1.00		9.00
			12.00	-	-	-	-	12.00	12.00	36.00
Hasimran Ghuman			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R								
			-	11.00	10.00	10.00	16.00	12.00	8.00	67.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
Ariel Cruz	General Labour	O		2.00	1.00	1.00	7.00	4.00	8.00	23.00
			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R								
			12.00	-	-	-	-	12.00	12.00	36.00
Agampal Singh			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R								
			-	-	11.50	8.50	-	-	-	20.00
	General Labour	R			9.00	8.50				17.50
Sean Timlin	General Labour	O			2.50					2.50
			-	-	11.50	11.00	14.00	-	-	36.50
	General Labour	R			9.00	9.00	9.00			27.00
	General Labour	O			2.50	2.00	5.00			9.50
Shay Donnelly			-	-	11.50	11.00	14.00	-	-	36.50
	General Labour	R			9.00	9.00	9.00			27.00
	General Labour	O			2.50	2.00	5.00			9.50
			-	-	11.50	11.00	14.00	-	-	36.50
Total Regular			96.00	253.50	247.00	257.00	196.00	196.00	96.00	1,341.50
Total Overtime			-	21.00	15.00	19.00	56.00	56.00	74.50	241.50
Total OTx2 Hrs			10.00	-	-	-	-	-	-	10.00
Total			106.00	274.50	262.00	276.00	252.00	252.00	170.50	1,593.00

Timesheet
Mizrahi Inc.
Project: 1 Bloor
Site Labour
For the Week ending:

Estimate

2023-09-09

Date			03-Sep	04-Sep	05-Sep	06-Sep	07-Sep	08-Sep	09-Sep	
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs
Miguel Carrillo			-	10.00	8.00	10.00	9.00	10.00	8.00	55.00
	General Labour	R		9.00	8.00	9.00	9.00	9.00		44.00
	General Labour	O		1.00		1.00		1.00	8.00	11.00
Ajay Kumar			12.00	-	-	-	-	-	12.00	24.00
	Security	R	12.00						12.00	24.00
Vysakh Chambakon			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
Marcel Radulscu			-	12.00	12.50	13.00	15.00	12.00	8.00	72.50
	General Labour Supervisor	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour Supervisor	O		3.00	3.50	4.00	6.00	4.00	8.00	28.50
Darcy Radulescu			-	9.50	9.00	10.00	-	-	-	28.50
	General Labour	R		9.00	9.00	9.00				27.00
	General Labour	O		0.50		1.00				1.50
Stephen Reid			-	9.50	-	-	-	10.00	8.00	27.50
	General Labour	R		9.00				9.00		18.00
	General Labour	O		0.50				1.00	8.00	9.50
Romeo St. Catherine			-	10.00	-	10.50	8.00	8.50	-	37.00
	General Labour	R		9.00		9.00	8.00	8.50		34.50
	General Labour	O		1.00		1.50				2.50
Thomas Jacob			-	-	8.00	8.00	8.00	8.00	-	32.00
	General Labour	R			8.00	8.00	8.00	8.00		32.00
Alasan Singhateh			-	10.50	9.50	9.50	9.00	8.50	-	47.00
	Traffic Control	R		10.50	9.50	9.50	9.00	5.50		44.00
	Traffic Control	O						3.00		3.00
Stephen Vincent			12.00	-	-	-	-	-	-	12.00
	Security	R	12.00							12.00
Damion Campbell			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Vasilios Karavas			-	13.00	12.00	12.00	12.00	12.00	8.00	69.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		4.00	3.00	3.00	3.00	4.00	8.00	25.00
Justin Freeman			-	-	-	-	-	-	12.00	12.00
	Security	R							12.00	12.00
Kiranpreet Singh			-	10.50	9.50	9.50	9.00	11.00	-	49.50
	Traffic Control	R		10.50	9.50	9.50	9.00	5.50		44.00
	Traffic Control	O						5.50		5.50
Simmonds, Phil			-	10.00	9.00	10.00	-	-	-	29.00
	General Labour	R		9.00	9.00	9.00				27.00
	General Labour	O		1.00		1.00				2.00
Claudelle Page			-	11.00	10.00	10.00	9.50	9.00	-	49.50
	Traffic Control	R		11.00	10.00	10.00	9.50	3.50		44.00
	Traffic Control	O						5.50		5.50
Suckvinder Singh Gill			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Manuel Carrillo			-	12.50	9.50	13.00	8.00	10.00	8.00	61.00
	General Labour	R		9.00	9.00	9.00	8.00	9.00		44.00
	General Labour	O		3.50	0.50	4.00		1.00	8.00	17.00
Allen Vidal			-	11.00	10.00	9.00	10.00	12.00	8.00	60.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	1.00		1.00	4.00	8.00	16.00
Joshua Yaw Kumi			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00

Date			03-Sep	04-Sep	05-Sep	06-Sep	07-Sep	08-Sep	09-Sep	
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs
Shiva Timari			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
David Melkonian			-	12.00	12.00	12.00	12.00	12.00	4.00	64.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00	12.00	4.00	20.00
Harsimranjit Singh			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
Ravinderjeet Singh			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Neeraj Sathyan			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Rajiv Motharapu			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
Vikas Bawa			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
Adam Reusch			-	8.00	-	-	-	10.00	7.50	25.50
	General Labour	R		8.00				9.00		17.00
	General Labour	O						1.00	7.50	8.50
Victor Freile			-	10.00	9.00	9.50	9.50	8.50	8.00	54.50
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		1.00		0.50	0.50	0.50	8.00	10.50
Lilia Kulas			-	11.00	10.00	10.00	9.50	9.00	-	49.50
	Traffic Control	R		11.00	10.00	10.00	9.50	3.50		44.00
	Traffic Control	O						5.50		5.50
Lawrence Jumba			-	10.50	9.50	9.50	9.00	8.50	-	47.00
	Traffic Control	R		10.50	9.50	9.50	9.00	5.50		44.00
	Traffic Control	O						3.00		3.00
Jorge Silva			-	10.50	10.00	9.00	14.50	9.00	-	53.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		1.50	1.00		5.50	1.00		9.00
Hasimran Ghuman			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Ariel Cruz			-	11.00	10.00	10.00	16.00	12.00	8.00	67.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	1.00	1.00	7.00	4.00	8.00	23.00
Agampal Singh			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Sean Timlin			-	-	11.50	8.50	-	-	-	20.00
	General Labour	R			9.00	8.50				17.50
	General Labour	O			2.50					2.50
Shay Donnelly			-	-	11.50	11.00	14.00	9.00	-	45.50
	General Labour	R			9.00	9.00	9.00	9.00		36.00
	General Labour	O			2.50	2.00	5.00			9.50
Total Regular			96.00	253.50	247.50	257.00	198.00	205.00	96.00	1,353.00
Total Overtime			-	21.00	15.00	19.00	56.00	56.00	75.50	242.50
Total OTx2			-	-	-	-	-	-	-	-
Total			96.00	274.50	262.50	276.00	254.00	261.00	171.50	1,595.50

Timesheet
Mizrahi Inc.
Project: 1 Bloor
Site Labour
For the Week ending:

Estimate

2023-09-16

Date			10-Sep	11-Sep	12-Sep	13-Sep	14-Sep	15-Sep	16-Sep	
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs
Miguel Carrillo			-	10.00	8.00	10.00	8.00	10.00	8.00	54.00
	General Labour	R		9.00	8.00	9.00	8.00	9.00		43.00
	General Labour	O		1.00		1.00		1.00	8.00	11.00
Ajay Kumar			12.00	-	-	-	-	-	12.00	24.00
	Security	R	12.00						12.00	24.00
Vysakh Chambakon			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
Marcel Radulscu			-	12.00	12.50	13.00	15.00	12.00	8.00	72.50
	General Labour Supervisor	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour Supervisor	O		3.00	3.50	4.00	6.00	4.00	8.00	28.50
Darcy Radulescu			-	9.50	8.50	10.00	-	-	-	28.00
	General Labour	R		9.00	8.50	9.00				26.50
	General Labour	O		0.50		1.00				1.50
Stephen Reid			-	9.50	-	-	-	10.00	7.00	26.50
	General Labour	R		9.00				9.00		18.00
	General Labour	O		0.50				1.00	7.00	8.50
Romeo St. Catherine			-	10.00	-	10.50	7.00	8.50	-	36.00
	General Labour	R		9.00		9.00	7.00	8.50		33.50
	General Labour	O		1.00		1.50				2.50
Thomas Jacob			-	-	8.00	8.00	8.00	8.00	-	32.00
	General Labour	R			8.00	8.00	8.00	8.00		32.00
Alasan Singhateh			-	10.50	9.50	9.50	9.00	8.50	-	47.00
	Traffic Control	R		10.50	9.50	9.50	9.00	5.50		44.00
	Traffic Control	O						3.00		3.00
Stephen Vincent			12.00	-	-	-	-	-	-	12.00
	Security	R	12.00							12.00
Damion Campbell			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Vasilios Karavas			-	13.00	12.00	12.00	12.00	12.00	8.00	69.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		4.00	3.00	3.00	3.00	4.00	8.00	25.00
Justin Freeman			-	-	-	-	-	-	12.00	12.00
	Security	R							12.00	12.00
Kiranpreet Singh			-	10.50	9.50	9.50	9.00	11.00	-	49.50
	Traffic Control	R		10.50	9.50	9.50	9.00	5.50		44.00
	Traffic Control	O						5.50		5.50
Simmonds, Phil			-	10.00	9.00	10.00	-	-	-	29.00
	General Labour	R		9.00	9.00	9.00				27.00
	General Labour	O		1.00		1.00				2.00
Claudelle Page			-	11.00	10.00	10.00	9.50	9.00	-	49.50
	Traffic Control	R		11.00	10.00	10.00	9.50	3.50		44.00
	Traffic Control	O						5.50		5.50
Suckvinder Singh Gill			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Manuel Carrillo			-	12.50	9.50	13.00	8.00	10.00	8.00	61.00
	General Labour	R		9.00	9.00	9.00	8.00	9.00		44.00
	General Labour	O		3.50	0.50	4.00		1.00	8.00	17.00
Allen Vidal			-	11.00	10.00	9.00	10.00	12.00	8.00	60.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	1.00		1.00	4.00	8.00	16.00
Joshua Yaw Kumi			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00

Date			10-Sep	11-Sep	12-Sep	13-Sep	14-Sep	15-Sep	16-Sep	
Employee Name	Occupation	Hour Type	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Hrs
Shiva Timari			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
David Melkonian			-	12.00	12.00	12.00	12.00	12.00	4.00	64.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00	12.00	4.00	20.00
Harsimranjit Singh			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
Ravinderjeet Singh			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Neeraj Sathyan			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Rajiv Motharapu			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
Vikas Bawa			-	12.00	12.00	12.00	12.00	-	-	48.00
	Security	R		12.00	12.00	12.00	8.00			44.00
	Security	O					4.00			4.00
Adam Reusch			-	8.00	-	-	-	10.00	7.50	25.50
	General Labour	R		8.00				9.00		17.00
	General Labour	O						1.00	7.50	8.50
Victor Freile			-	10.00	9.00	9.50	9.50	8.50	8.00	54.50
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		1.00		0.50	0.50	0.50	8.00	10.50
Lilia Kulas			-	11.00	10.00	10.00	9.50	9.00	-	49.50
	Traffic Control	R		11.00	10.00	10.00	9.50	3.50		44.00
	Traffic Control	O						5.50		5.50
Lawrence Jumba			-	10.50	9.50	9.50	9.00	8.50	-	47.00
	Traffic Control	R		10.50	9.50	9.50	9.00	5.50		44.00
	Traffic Control	O						3.00		3.00
Jorge Silva			-	10.50	10.00	9.00	14.50	9.00	-	53.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		1.50	1.00		5.50	1.00		9.00
Hasimran Ghuman			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Ariel Cruz			-	11.00	10.00	10.00	16.00	12.00	8.00	67.00
	General Labour	R		9.00	9.00	9.00	9.00	8.00		44.00
	General Labour	O		2.00	1.00	1.00	7.00	4.00	8.00	23.00
Agampal Singh			12.00	-	-	-	-	12.00	12.00	36.00
	Security	R	12.00					12.00	12.00	36.00
Sean Timlin			-	-	11.50	8.50	9.00	8.00	-	37.00
	General Labour	R			9.00	8.50	9.00	8.00		34.50
	General Labour	O			2.50					2.50
Shay Donnelly			-	-	11.50	11.00	14.00	8.00	-	44.50
	General Labour	R			9.00	9.00	9.00	8.00		35.00
	General Labour	O			2.50	2.00	5.00			9.50
Total Regular			96.00	253.50	247.00	257.00	205.00	212.00	96.00	1,366.50
Total Overtime			-	21.00	15.00	19.00	56.00	56.00	74.50	241.50
Total OTx2			-	-	-	-	-	-	-	-
Total			96.00	274.50	262.00	276.00	261.00	268.00	170.50	1,608.00

**EXHIBIT “N” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

Veronica Stasolla

From: Sterling, Andrew <asterling@alvarezandmarsal.com>
Sent: Thursday, November 30, 2023 2:16 PM
To: Sam Mizrahi; Remy Del Bel; Mark Kilfoyle
Cc: Nevsky, Joshua; boneill@goodmans.ca; carmstrong@goodmans.ca; Ferguson, Stephen
Subject: RE: October 2023 Hard Cost Payments

Thank you Sam, Confirming receipt

Andrew Sterling
Associate
Alvarez & Marsal Canada
Direct: +1 416 847 5152
Mobile: +1 647 994 7646

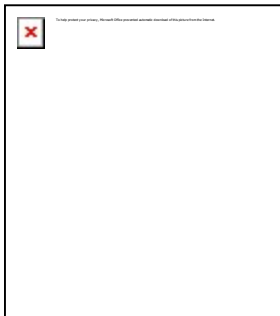
From: Sam Mizrahi <sam@mizrahidevelopments.ca>
Sent: Thursday, November 30, 2023 2:06 PM
To: Sterling, Andrew <asterling@alvarezandmarsal.com>; Remy Del Bel <Remy@mizrahidevelopments.ca>; Mark Kilfoyle <Mark@mizrahidevelopments.ca>
Cc: Nevsky, Joshua <jnevsky@alvarezandmarsal.com>; boneill@goodmans.ca; carmstrong@goodmans.ca; Ferguson, Stephen <sferguson@alvarezandmarsal.com>
Subject: Re: October 2023 Hard Cost Payments

 [EXTERNAL EMAIL]: Use Caution

Hi Andrew,

Bank account details confirmed.

Please find attached signed as requested.



Sam Mizrahi
President
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

T. 416.922.4200 ext.4210
C. 416.818.5288
F. 1.866.300.0219
E. Sam@MizrahiDevelopments.ca

On Nov 30, 2023, at 1:56 PM, Sterling, Andrew <asterling@alvarezandmarsal.com> wrote:

Sam,

The Receiver will be making the following two payments to Mizrahi Inc. today. Prior to making the payments, can you please review and sign the attached 'October Hard Cost Payment Letter' confirming that the hard cost payment will be paid on to the individual trades per Schedule A of the attached.

Please also confirm that the two amounts should be sent to the following accounts (full banking details attached):

1. October Hard Cost payment of \$8,565,690.82 paid to the segregated Scotia account #91132-002-0222410.
2. October CM Fee (5% of the above) of \$428,284.54 paid to the Scotia account # 91132-002-0091618.

Thanks,

Andrew Sterling, CFA
Associate
Alvarez & Marsal Canada
200 Bay Street, Suite 2900
Toronto, ON M5J 2J1
Direct: +1 416 847 5152
Mobile: +1 647 994 7646
AlvarezandMarsal.com



**EXHIBIT “O” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

Mizrahi Inc.
125 Hazelton Ave
Toronto ON M5R 2E4
416-922-4200
HST Registration No.: 833650526RT0001

Invoice

BILL TO
1 Bloor Mizrahi Commercial (The One) GP Inc. 189 Forest Hill Road Toronto ON M5P 2N3

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
C1359	06/02/2023	\$11,103,629.19	06/02/2023	Due on receipt	

DATE	DESCRIPTION	TAX	QTY	RATE	AMOUNT
	Project Costs (see attached breakdown)	H	1	9,357,220.35	9,357,220.35
	Construction Management Fee - on above	H	1	467,861.02	467,861.02

SUBTOTAL	9,825,081.37
HST @ 13%	1,278,547.82
TOTAL	11,103,629.19
BALANCE DUE	\$11,103,629.19

TAX SUMMARY

RATE	TAX	NET
HST @ 13%	1,278,547.82	9,825,081.37

Invoicing Breakdown for 1 Bloor Project

Month of: May-23

Item	Description	Value	Completed To Date	Previous Claim	Total This Claim	Less 10% Holdback	Due This Invoice
11-2	Site Work	\$ 34,775,954.00	\$ 38,782,076.10	\$ 38,782,076.10	\$ -		\$ -
11-2	Site Work - Holdback				\$ -		\$ -
11-3	Site Work - supply only	\$ 1,900,000.00	\$ 2,467,787.60	\$ 2,467,787.60	\$ -		\$ -
11-4	Concrete Supply & Install	\$ 65,433,385.00	\$ 42,551,836.88	\$ 41,214,356.48	\$ 1,337,480.40	\$ 133,748.04	\$ 1,203,732.36
11-5	Concrete Supply Only	\$ 31,563,548.00	\$ 21,432,455.17	\$ 20,483,784.68	\$ 948,670.49		\$ 948,670.49
11-6	Masonry	\$ 4,413,000.00	\$ 4,058,226.78	\$ 3,999,335.42	\$ 58,891.36	\$ 5,889.14	\$ 53,002.22
11-6	Masonry Supply only				\$ -		\$ -
11-6	Masonry - Holdback				\$ -	\$ -	\$ -
11-7	Metals	\$ 36,949,259.00	\$ 27,207,713.10	\$ 26,764,555.10	\$ 443,158.00	\$ 44,315.80	\$ 398,842.20
11-8	Carpentry	\$ 24,849,058.00	\$ 916,555.56	\$ 916,555.56	\$ -	\$ -	\$ -
11-9	Thermal & Moisture	\$ 6,379,307.00	\$ 1,457,722.12	\$ 1,317,863.46	\$ 139,858.66	\$ 13,985.87	\$ 125,872.79
11-10	Doors & Windows Holdback Release				\$ 1,488,125.47	\$ (1,488,125.47)	\$ 1,488,125.47
11-10	Doors & Windows	\$ -	\$ 46,010,496.73	\$ 45,215,670.42	\$ 794,826.31	\$ 79,482.63	\$ 715,343.68
11-11	Doors & Windows - Supply Only	\$ -			\$ 7,691,585.90		\$ 7,691,585.90
11-12	Finishes	\$ 41,990,119.00	\$ 907,892.93	\$ 774,391.03	\$ 133,501.90	\$ 13,350.19	\$ 120,151.71
11-12	Finishes - Supply Only		\$ 1,836.00	\$ 1,836.00	\$ -		\$ -
11-13	Specialties	\$ -	\$ 66,716.00	\$ 27,666.00	\$ 39,050.00	\$ 3,905.00	\$ 35,145.00
11-13	Specialties				\$ -		\$ -
11-14	Equipment	\$ 9,825,712.00	\$ 3,384,745.69	\$ 3,333,532.99	\$ 51,212.70	\$ 5,121.27	\$ 46,091.43
11-14	Equipment - Supply Only				\$ 675.00		\$ 675.00
11-15	Furnishings				\$ -	\$ -	\$ -
11-16	Special Construction				\$ -	\$ -	\$ -
11-17	Conveying Systems	\$ 27,706,020.00	\$ 21,256,151.04	\$ 21,140,648.91	\$ 115,502.13	\$ 11,550.21	\$ 103,951.92
11-17	Conveying Systems - Supply Only		\$ 4,543.00	\$ 4,543.00	\$ -		\$ -
11-18	Mechanical	\$ 35,840,215.00	\$ 23,514,891.47	\$ 23,285,425.22	\$ 229,466.25	\$ 22,946.63	\$ 206,519.63
11-19	Electrical	\$ 22,255,276.41	\$ 7,864,322.92	\$ 7,687,146.19	\$ 177,176.73	\$ 17,717.67	\$ 159,459.06
11-19	Electrical - Supply Only	\$ 4.00	\$ 35,667.52	\$ 23,430.26	\$ 12,237.26		\$ 12,237.26
		\$ 343,880,857.41	\$ 241,921,636.61	\$ 237,440,604.42	\$ 13,661,418.56	\$ (1,136,113.03)	\$ 13,309,406.12

\$ 13,661,418.56 \$ (1,136,113.03) \$ 13,309,406.12

Holdback total \$ (1,136,113.03)

Previously Submitted - IN Haimul & CadMakers	(652,185.77)
Previously Submitted INV Gamma	(3,300,000.00)
To be Billed	\$ 9,357,220.35
CM Fee	5.0% \$ 467,861.02
Subtotal	9,825,081.37
HST	1,275,699.93
HST for Ledpax	2,847.89
Total HST	1,278,547.82
Total	11,103,629.19

Invoicing Breakdown for 1 Bloor Project

Month of: May-23

Item	Description	Vendor	Total This Claim	Less 10% Holdback	Due This Invoice
11-2	Site Work	Vipe	\$ -	\$ -	\$ -
11-2	Site Work	Michael Bros			\$ -
11-2	Site Work	UCC Group	\$ -	\$ -	\$ -
11-2	Site Work - Supply only	Royal Bedrock Inc.	\$ -		\$ -
11-2	Site Work	Priestly	\$ -		\$ -
11-2	Site Work - Supply only	Strada	\$ -		\$ -
11-3	Concrete	Hardwall	\$ 64,010.90	\$ 6,401.09	\$ 57,609.81
11-3	Concrete	Hardwall	\$ 1,273,469.50	\$ 127,346.95	\$ 1,146,122.55
11-3	Concrete Supply Only	Innocon	\$ 395,606.00		\$ 395,606.00
11-3	Concrete Supply Only	Salit	\$ 553,064.49		\$ 553,064.49
11-3	Masonry	Blockwall	\$ -	\$ -	\$ -
11-4	Masonry - Supply Only	Skycon	\$ -		\$ -
11-4	Masonry	Limen	\$ -	\$ -	\$ -
11-4	Masonry	Clifford	\$ 58,891.36	\$ 5,889.14	\$ 53,002.22
11-5	Structural Steel	Walters	\$ 218,158.00	\$ 21,815.80	\$ 196,342.20
11-5	Metals	Cult	\$ 225,000.00	\$ 22,500.00	\$ 202,500.00
11-5	Thermal & Moisture	Bothwell	\$ 98,758.30	\$ 9,875.83	\$ 88,882.47
11-6	Carpentry	Mar Tech		\$ -	\$ -
11-6	Carpentry	Pereira Carpentry	\$ -	\$ -	\$ -
11-6	Kitchen & Bath Cabinets	Irpinia Kitchens	\$ -	\$ -	\$ -
11-7	Fireproofing	FJ Construction		\$ -	\$ -
11-7	Thermal & Moisture	On Floor Solutions	\$ -	\$ -	\$ -
11-7	Thermal & Moisture	POP'S		\$ -	\$ -
11-7	Thermal & Moisture	Bothwell	\$ 41,100.36	\$ 4,110.04	\$ 36,990.32
11-8	Doors & Windows	Uniqspace	\$ -	\$ -	\$ -
11-8	Doors & Windows	Seele	\$ -	\$ -	\$ -
11-8	Holdback Release	Gamma	\$ 1,488,125.47	\$ (1,488,125.47)	\$ 1,488,125.47
11-8	Doors & Windows	Gamma	\$ 794,826.31	\$ 79,482.63	\$ 715,343.68
11-8	Doors & Windows - Supply Only	Gamma	\$ 3,300,000.00		\$ 3,300,000.00
11-8	Doors & Windows - Supply Only	Gamma	\$ 1,375,000.00		\$ 1,375,000.00
11-8	Doors & Windows - Supply Only	Paddock	\$ 30,985.00		\$ 30,985.00
11-8	Doors & Windows - Supply Only	Detal	\$ -		\$ -
11-8		Detal	\$ 1,701,764.32		\$ 1,701,764.32
11-8	Doors & Windows - Supply Only	Haimul Guangzhou	\$ 629,585.46		\$ 629,585.46
11-8	Doors & Windows	RJC	\$ -		\$ -
11-8	Doors & Windows -Supply Only	Riverside	\$ 634,935.00		\$ 634,935.00
11-8	Doors & Windows	Riverside	\$ -	\$ -	\$ -
11-8	Doors & Windows - Supply Only	CadMakers	\$ 16,760.00		\$ 16,760.00
11-8	Doors & Windows - Supply Only	Guartek	\$ 2,556.12		\$ 2,556.12
11-8	Doors & Windows	Gage	\$ -	\$ -	\$ -
11-9	Finishes	2218840	\$ -	\$ -	\$ -
11-9	Finishes	United Drywall LTD	\$ 43,410.10	\$ 4,341.01	\$ 39,069.09
11-9	Finishes	United Drywall LTD	\$ 90,091.80	\$ 9,009.18	\$ 81,082.62
11-9	Finishes	Prosol	\$ -		\$ -
11-10	Speciaties	Atlantic Lifts LTD	\$ -		\$ -
11-10	Speciaties	RDB Trading	\$ -		\$ -
		Bike Rack	\$ 39,050.00	\$ 3,905.00	\$ 35,145.00
11-11	Equipment	Tractel	\$ 35,662.00	\$ 3,566.20	\$ 32,095.80
11-13	Special Construction	Klaus	\$ -	\$ -	\$ -
11-15	Pools	Service Plus Aquatics	\$ 15,550.70	\$ 1,555.07	\$ 13,995.63
11-17	Floating Floors	Tecoustics	\$ 675.00		\$ 675.00
11-14	Conveying Systems	Otis	\$ 115,502.13	\$ 11,550.21	\$ 103,951.92
11-14	Conveying Systems	Reverso	\$ -		\$ -
11-15	Mechanical	Modern Niagara	\$ 210,645.45	\$ 21,064.55	\$ 189,580.91
11-15	Mechanical - tenant Fit Up	Modern Niagara	\$ -	\$ -	\$ -
11-15	Mechanical - storage	Modern Niagara	\$ 18,820.80	\$ 1,882.08	\$ 16,938.72
11-16	Electrical	Ozz Electric	\$ 177,176.73	\$ 17,717.67	\$ 159,459.06
11-16	Electrical	Ledpax	\$ 12,004.96		\$ 12,004.96
11-16	Electrical - storage	KMJ	\$ 232.30		\$ 232.30

\$ 13,661,418.56 \$ (1,136,113.03) \$ 13,309,406.12

\$ 13,661,418.56 \$ (1,136,113.03) \$ 13,309,406.12

Net Holdback \$ (1,136,113.03)

Previously Submitted - INV# C1349Haimul & CadMakers (652,185.77)
Previously Submitted INV# C1353 Gamma (3,300,000.00)

To be Billed \$ 9,357,220.35

CM Fee 5.0% \$ 467,861.02

Subtotal \$ 9,825,081.37

HST \$ 1,275,699.93

HST for Ledpax \$ 2,847.89

Total HST \$ 1,278,547.82

Total \$ 11,103,629.19

Concrete

May-23

Item	Description	Value	% Complete	Completed To Date	Previous Invoice	This Invoice	Sub- contractor	Value	% Complete	Completed To Date
3100	Structural Formwork	\$ 62,933,385.00		\$ 11,729,013.87	\$ 11,729,013.87		Hardwall #1	\$ 11,947,792.88	98%	\$ 11,729,013.87
3100	Structural Formwork			\$ 25,445,664.35	\$ 25,381,653.45	\$ 64,010.90	Hardwall # 2	\$ 24,654,991.17	103%	\$ 25,445,664.35
3100	Structural Formwork			\$ 5,377,158.66	\$ 4,103,689.16	\$ 1,273,469.50	Hardwall # 3	\$ 31,446,395.33	17%	\$ 5,377,158.66
3200	Re-Bar Supply	\$ 15,195,742.00	78%	\$ 11,813,640.05	\$ 11,260,575.56	\$ 553,064.49	Salit	\$ 15,195,742.00	78%	\$ 11,813,640.05
3200	Re-Bar Supply			\$ 263,934.21	\$ 263,934.21	\$ -	Walters Couplers			\$ 263,934.21
3211	Re-Bar Labour					\$ -				
	Concrete Acc	\$ 1,491,265.00				\$ -				
	Concrete Cutting & Coring					\$ -				
3300	Concrete Supply	\$ 14,876,541.00	63%	\$ 9,354,880.91	\$ 8,959,274.91	\$ 395,606.00	Innocon			\$ 9,354,880.91
3311	Concrete Pour Labour					\$ -				
	Concrete Finishing/Levelling	\$ 2,500,000.00								
Total		\$ 96,996,933.00		\$ 63,984,292.05	\$ 61,698,141.16	\$ 2,286,150.89		\$ 83,244,921.38		\$ 63,984,292.05
Supply Only		\$ 31,563,548.00		\$ 21,432,455.17	\$ 20,483,784.68	\$ 948,670.49				
Supply and Install		\$ 65,433,385.00		\$ 42,551,836.88	\$ 41,214,356.48	\$ 1,337,480.40				

Masonry

May-23

Item	Description	Value	% Complete	Completed To Date	Previous Invoice	This Invoice
4272	Masonry - Brick			\$ 4,898.30	\$ 4,898.30	\$ -
4272	Masonry - Brick			\$ 584,783.24	\$ 584,783.24	\$ -
4272	Masonry - Brick			\$ 33,702.00	\$ 33,702.00	\$ -
4272	Masonry - Block	\$ 2,783,000.00		\$ 1,246,822.37	\$ 1,246,822.37	\$ -
4273	Heritage Retention	\$ 1,630,000.00		\$ 2,221,722.87	\$ 2,162,831.51	\$ 58,891.36
4275	Arch Block			\$ -		\$ -
4401	Stone			\$ -		\$ -
	Total			\$ 4,091,928.78	\$ 4,033,037.42	\$ 58,891.36
	Supply & Install	\$ 4,413,000.00		\$ 4,058,226.78	\$ 3,999,335.42	\$ 58,891.36

Sub- contractor	Value	% Complete	Completed To Date
Blockwall Masonry			\$ 4,898.30
Blockwall Masonry	\$ 999,900.00	58%	\$ 584,783.24
Skycon			\$ 33,702.00
Limen	\$ 2,783,000.00	45%	\$ 1,246,822.37
Clifford	\$ 2,743,268.69	81%	\$ 2,221,722.87
		#DIV/0!	
		#DIV/0!	
	\$ 6,526,168.69		\$ 4,091,928.78

Metals

May-23

Item	Description	Value	% Complete	Completed To Date	Previous Invoice	This Invoice	Sub-contractor	Value	% Complete	Completed To Date
5120	Structural Steel	\$ 32,983,739.00	101%	\$ 22,508,995.00	\$ 22,508,995.00	\$ -	Walters A	\$ 22,286,688.00	101%	\$ 22,508,995.00
5120	Structural Steel		25%	\$ 2,726,261.00	\$ 2,508,103.00	\$ 218,158.00	Walters B	\$ 10,956,952.00	25%	\$ 2,726,261.00
	Steel Deck (Incl above)					\$ -				
5500	Metal Fabrication	\$ 2,365,520.00	0%	\$ 1,972,457.10	\$ 1,747,457.10	\$ 225,000.00	Cult	\$ 2,780,529.00		\$ 1,972,457.10
5550	Feature Stairs	\$ 1,600,000.00								
5650	Canopies									
5600	Balcony Railings & Screens									
Total		\$ 36,949,259.00		\$ 27,207,713.10	\$ 26,764,555.10	\$ 443,158.00		\$ 36,024,169.00		\$ 27,207,713.10

Thermal

May-23

Item	Description	Value	% Complete	Completed To Date	Previous Invoice	This Invoice	Sub- contractor	Value	% Complete	Completed To Date
7100	Waterproofing	\$ 928,501.00	88%	\$ 813,934.08	\$ 715,175.78	\$ 98,758.30	Bothwell Accurate	\$ 1,114,958.85	73%	\$ 813,934.08
7100	Waterproofing	\$ 434,016.00	79%	\$ 343,733.66	\$ 343,733.66	\$ -	OnFloor Solutions	\$ 434,016.00	79%	\$ 343,733.66
7100	Waterproofing			\$ -	\$ -	\$ -				
7101	Mira Drain			\$ -	\$ -	\$ -			#DIV/0!	
7200	Insulation	\$ 243,477.00		\$ -	\$ -	\$ -				
	Fireproofing	\$ 1,534,519.00		\$ 10,000.00	\$ 10,000.00	\$ -	FJ Construction	\$ 264,340.00	4%	\$ 10,000.00
7270	Blue Skin			\$ -	\$ -	\$ -				
7400	Roofing & Siding Panels									
7500	Membrane Roofing	\$ 2,081,204.00		\$ 250,054.38	\$ 208,954.02	\$ 41,100.36	Bothwell Accurate	\$ 2,250,997.14	11%	\$ 250,054.38
7570	Balcony Topping			\$ -	\$ -	\$ -				
7920	Caulking/Weatherstripping	\$ 1,157,590.00		\$ 40,000.00	\$ 40,000.00	\$ -	POP's Professional	\$ 82,740.00	48%	\$ 40,000.00
7920	Extra Exterior Caulking			\$ -		\$ -				
7920	Caulking/Weatherstripping			\$ -		\$ -				
Total		\$ 6,379,307.00		\$ 1,457,722.12	\$ 1,317,863.46	\$ 139,858.66		\$ 4,147,051.99		\$ 1,457,722.12

Doors & Windows

May-23

Item	Description	Value	% Complete	Completed To Date	Previous Invoice	This Invoice
8110	HM Doors & Frames (supply)	\$ 1,114,605.76		\$ 159,790.19	\$ 157,234.07	\$ 2,556.12
	HM Doors & Frames (supply)	\$ 35,000.00		\$ 35,000.00	\$ 35,000.00	\$ -
	HM Doors & Frames			\$ 218,847.48	\$ 218,847.48	\$ -
8112	HM Doors & Frames (Retail)			\$ -	\$ -	\$ -
8360	Garage OH Doors	\$ 126,376.00		\$ 57,656.00	\$ 57,656.00	\$ -
8525	Interior Glazing			\$ -	\$ -	\$ -
8700	Hardware Supply	\$ 998,366.24		\$ -	\$ -	\$ -
8702	Hardware Retail Supply			\$ -	\$ -	\$ -
8905	Revolving Doors			\$ -	\$ -	\$ -
8907	Structural Glass	\$ 13,673,859.00	107%	\$ 14,689,744.41	\$ 14,689,744.41	\$ -
	Sample Glass			\$ 79,388.73	\$ 79,388.73	\$ -
8908	Podium Curtainwall			\$ -	\$ -	\$ -
8910	Tower Curtainwall	\$ 89,579,034.00		\$ 30,441,181.81	\$ 29,646,355.50	\$ 794,826.31
8910	Tower Curtainwall - Supply Only					\$ 3,300,000.00
8910	Tower Curtainwall - Supply Only					\$ 1,375,000.00
8910	Storage - Supply Only			\$ 74,165.00	\$ 43,180.00	\$ 30,985.00
	Doors & Windows -Supply Only			\$ 7,247.30	\$ 7,247.30	\$ -
	Doors & Windows -Supply Only			\$ 2,431,091.89	\$ 729,327.57	\$ 1,701,764.32
	Tower Curtainwall -Supply only			629,585.46		629,585.46
	Tower Curtainwall - Supply			\$ 8,031,641.75	\$ 7,396,706.75	\$ 634,935.00
	Printing			\$ 16,760.00		\$ 16,760.00
8910	Tower Curtainwall			\$ 174,816.00	\$ 174,816.00	\$ -
8910	Tower Curtainwall			\$ 306,615.00	\$ 306,615.00	\$ -
8910	Tower Curtainwall			\$ 164,550.82	\$ 164,550.82	\$ -
8911	Mega Column Cladding			\$ -	\$ -	\$ -
8950	Louvres			\$ -	\$ -	\$ -
8960	Terrace Railing			\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total				\$ 57,518,081.84	\$ 53,706,669.63	\$ 8,486,412.21
Supply & Install				\$ 46,010,496.73	\$ 45,215,670.42	\$ 794,826.31
Supply Only				\$ 11,507,585.11	\$ 8,490,999.21	\$ 7,691,585.90

Sub- contractor	Value	% Complete	Completed To Date
Guardtek	\$ 1,288,777.36	12%	\$ 159,790.19
Guardtek	\$ 35,000.00		\$ 35,000.00
Gage	\$ 265,347.48	82%	\$ 218,847.48
UniqSpace	\$ 73,900.00	78%	\$ 57,656.00
Seele	\$ 12,989,631.00	113%	\$ 14,689,744.41
Seele			\$ 79,388.73
		#DIV/0!	
Gamma	\$ 86,000,000.00	35%	\$ 30,441,181.81
Gamma	\$ 3,300,000.00	100%	\$ 3,300,000.00
Gamma	\$ 1,375,000.00	100%	\$ 1,375,000.00
Paddock			\$ 74,165.00
Detal	\$ 17,629.13		\$ 7,247.30
Detal	\$ 2,431,091.88	100%	\$ 2,431,091.89
Haimul Guangzhou			
Riverside	\$ 8,290,282.00		\$ 8,031,641.75
CadMakers			
Riverside	\$ 174,816.00		\$ 174,816.00
Riverside	\$ 357,660.00		\$ 306,615.00
RJC PMU			\$ 164,550.82

\$ -

\$ 61,546,736.38

Finishes

May-23

Item	Description	Value	% Complete	Completed To Date	Previous Invoice	This Invoice
9250 Drywall		\$ 14,315,816.00	0%			\$ -
9250 Drywall			49%	\$ 346,857.20	\$ 303,447.10	\$ 43,410.10
9255 Drywall				\$ 90,091.80	\$ -	\$ 90,091.80
9255 Drywall				\$ 175,536.16	\$ 175,536.16	\$ -
9300 Tile		\$ 9,484,085.00		\$ 1,836.00	\$ 1,836.00	\$ -
Counter Tops		\$ 5,655,583.00				
9550 Wood Flooring		\$ 5,930,667.00				
9900 Painting		\$ 2,705,112.00				
9900 Painting				\$ 295,407.77	\$ 295,407.77	\$ -
Final Clean		\$ 3,898,856.00				
Total		\$ 41,990,119.00		\$ 909,728.93	\$ 776,227.03	\$ 133,501.90

Sub- contractor	Value	% Complete	Completed To Date
United Drywall LTD	\$ 707,220.00	49%	\$ 346,857.20
United Drywall LTD			\$ 90,091.80
United Drywall LTD			\$ 175,536.16
Prosol			\$ 1,836.00
2218840 Ontario Inc	\$ 223,000.00		\$ 295,407.77
	\$ 930,220.00		\$ 909,728.93

Item	Description	Value	% Complete	Completed To Date	Previous Invoice	This Invoice
	Toilet Partitions	\$ 8,400.00		\$ -		\$ -
				\$ -		\$ -
	Outdoor Kitchen	\$ 100,000.00		\$ -		\$ -
				\$ -		\$ -
	Fireplaces	\$ 500,000.00		\$ -		\$ -
				\$ -		\$ -
	Specialty Partiton	\$ -		\$ -		\$ -
				\$ -		\$ -
510810	Mirrors - Supply Only	\$ 61,700.00		\$ 4,114.00	\$ 4,114.00	\$ -
				\$ -		\$ -
510400	Loading Dock Equipment	\$ 70,000.00	40%	\$ 27,666.00	\$ 27,666.00	\$ -
				\$ -		\$ -
	Metal Lockers	\$ 349,200.00		\$ -		\$ -
				\$ -		\$ -
	Bicycle Rack	\$ 240,698.00		\$ 39,050.00	\$ -	\$ 39,050.00
	Toilet & Bath Accessories	\$ 1,141,992.00		\$ -		\$ -
				\$ -		\$ -
	Mail Boxes	\$ 41,600.00		\$ -		\$ -
				\$ -		\$ -
	Pedimat	\$ 90,000.00		\$ -		\$ -
	Total			\$ 70,830.00	\$ 31,780.00	\$ 39,050.00

Completed To Date	Previous Invoice	This Invoice
-		\$ -
-		\$ -
-		\$ -
-		\$ -
-		\$ -
-		\$ -
-		\$ -
-		\$ -
1,114.00	\$ 4,114.00	\$ -
-		\$ -
26,666.00	\$ 27,666.00	\$ -
-		\$ -
-		\$ -
-		\$ -
39,050.00	\$ -	\$ 39,050.00
-		\$ -
-		\$ -
-		\$ -
-		\$ -
-		\$ -
31,830.00	\$ 31,780.00	\$ 39,050.00

Sub- contractor	Value	% Complete	Completed To Date
		#DIV/0!	
		#DIV/0!	
		#DIV/0!	
		#DIV/0!	
RDB Trading		#DIV/0!	\$ 4,114.00
Atlantic Lifts LTD	\$ 29,000.00	95%	\$ 27,666.00
		#DIV/0!	
Bike Rack		#DIV/0!	\$ 39,050.00
		#DIV/0!	
		#DIV/0!	
		#DIV/0!	
	\$ -		\$ -

Equipment

May-23

Item	Description	Value	% Complete	Completed To Date	Previous Invoice	This Invoice	Sub- contractor	Value	% Complete	Completed To Date
11010	Window Washing Equipment	\$ 1,528,300.00		\$ 1,142,022.15	\$ 1,106,360.15	\$ 35,662.00	Tractel Ltd.	\$ 1,628,260.00		\$ 1,142,022.15
11170	Waste Handling Equipment	\$ 350,000.00								
11200	Hotel Kitchen Equipment	\$ 150,000.00								
11481	Parking Stackers	\$ 1,364,350.00		\$ 1,460,359.08	\$ 1,460,359.08	\$ -	Klaus	\$ 1,515,926.00		\$ 1,460,359.08
11700	Pools	\$ 1,659,830.00		\$ 782,364.46	\$ 766,813.76	\$ 15,550.70	Service Plus Aquatics			\$ 782,364.46
11750	Floating Floors	\$ 325,000.00		\$ 73,475.00	\$ 72,800.00	\$ 675.00	Tecoustics			\$ 73,475.00
11800	Appliances	\$ 4,448,232.00								
Total		\$ 9,825,712.00		\$ 3,458,220.69	\$ 3,406,332.99	\$ 51,887.70		\$ 3,144,186.00		\$ 3,458,220.69

Conveying Systems

May-23

Item	Description	Value	% Complete	Completed To Date	Previous Invoice	This Invoice
14200	Elevators	\$ 27,706,020.00	71%	\$ 21,256,151.04	\$ 21,140,648.91	\$ 115,502.13
14200	Elevators - Supply Only			\$ 4,543.00	\$ 4,543.00	\$ -
14300	Cab Interiors					\$ -

Sub- contractor	Value	% Complete	Completed To Date
Otis	\$ 29,919,689.75	71%	\$ 21,256,151.04
Reverso			\$ 4,543.00

Total \$ 21,260,694.04 \$ 21,145,191.91 \$ 115,502.13

Total Conveying \$ 27,706,020.00 \$ 21,256,151.04 \$ 21,140,648.91 \$ 115,502.13 \$ 29,919,689.75 \$ 21,260,694.04

Mechanical

May-23

Item	Description	Value	% Complete	Completed To Date	Previous Invoice	This Invoice	Sub- contractor	Value	% Complete	Completed To Date
15200	Mechanical	\$ 35,350,955.00	77%	\$ 22,930,250.42	\$ 22,719,604.97	\$ 210,645.45	Modern Niagara	\$ 29,753,451.23	77%	\$ 22,930,250.42
15220	Mechanical - Tenant Fitup	\$ 389,260.00		\$ 462,993.00	\$ 462,993.00	\$ -	Modern Niagara			\$ 462,993.00
15220	Mechanical - Storage	\$ -		\$ 121,648.05	\$ 102,827.25	\$ 18,820.80	Modern Niagara			\$ 121,648.05
	Fire Protection	\$ 100,000.00				\$ -				
Total		\$ 35,840,215.00		\$ 23,514,891.47	\$ 23,285,425.22	\$ 229,466.25		\$ 29,753,451.23		\$ 23,514,891.47

Electrical

May-23

Item	Description	Value	% Complete	Completed To Date	Previous Invoice	This Invoice
16050	Site Services			\$ -	\$ -	\$ -
16100	Service	\$ 17,503,300.00	46.28%	\$ 7,087,656.51	\$ 6,910,479.78	\$ 177,176.73
16200	Lights	\$ 4,402,976.41	17.64%	\$ 776,666.41	\$ 776,666.41	\$ -
16200	Lights - Supply Only			\$ 34,238.32	\$ 22,233.36	\$ 12,004.96
16200	Lights - Storage			\$ 1,429.20	\$ 1,196.90	\$ 232.30
16300	Security Systems	\$ 349,000.00		\$ -	\$ -	\$ -
Total Electrical		\$ 22,255,276.41		\$ 7,899,990.44	\$ 7,710,576.45	\$ 189,413.99

Sub- contractor	Value	% Complete	Completed To Date
Toronto Hydro			
Ozz Electric	\$ 15,313,930.55	46.28%	\$ 7,087,656.51
Ozz Electric	\$ 4,402,976.41	17.64%	\$ 776,666.41
Ledpax			\$ 34,238.32
KMJ			\$ 1,429.20
\$ 19,716,906.96			\$ 7,899,990.44

**EXHIBIT “P” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

Mizrahi Inc.
125 Hazelton Ave
Toronto ON M5R 2E4
416-922-4200
HST Registration No.: 833650526RT0001

Invoice

BILL TO
1 Bloor Mizrahi Commercial (The One) GP Inc. 189 Forest Hill Road Toronto ON M5P 2N3

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
C1506	04/02/2024	\$697,460.58	04/02/2024	Due on receipt	

DATE	DESCRIPTION	TAX	QTY	RATE	AMOUNT
	Construction Management Fee oh Holdback balance as per attached	H	1	617,221.75	617,221.75

SUBTOTAL	617,221.75
HST @ 13%	80,238.83
TOTAL	697,460.58
BALANCE DUE	\$697,460.58

TAX SUMMARY

RATE	TAX	NET
HST @ 13%	80,238.83	617,221.75

Vendor	HB Amount on Contract	Last INV #	Draw Month
Alenfrage	\$ 5,500.00	2	Oct 2023 Draw
Bass	\$ 51,987.69	3895	April Draw
Bass	\$ 119,262.15	3318	April Draw
Bike Rack	\$ 13,877.50	012124KKP - 101723AZXC- 101523MPPL-071623MMNL- 051523MKOPL	Feb Draw
Blockwall	\$ 114,006.72	3049	March Draw
Bothwell	\$ 35,136.09	19J008631	April Draw
Bothwell	\$ 85,219.44	19J008470	March Draw
CanAm	\$ 6,900.00	205484	March Draw
CanAm	\$ 3,275.00	205249	Dec 2023 Draw
Clifford	\$ 269,772.54	013671A	Jan Draw
Cult	\$ 247,081.59	SI-9009	Dec 2023 Draw
DA Steel	\$ 2,210.00	872	March Draw
ElStructure	\$ 1,668.00	1031	March Draw
Gage	\$ 21,884.75	1514	Jan 2023 Draw
Gamma	\$ 626,172.92	1808-56	April Draw
GNI	\$ 16,585.95	1676290	March Draw
Guardtek	\$ 26,134.25	23866	Dec 2023 Draw
Guardtek	\$ 53,620.00	25128	April Draw
Hardwall	\$ 1,830,772.09	J007711	April Draw
Irpinia Kitchen	\$ 55,555.56	IN033927	Feb 2023 Draw
Modern	\$ 3,585,143.51	INTO0077252	Feb Draw
Nortem	\$ 24,500.00	20-2629	Nov 2023 Draw
On Floor Solutions	\$ 41,439.80	20230625-1	July 2023 Draw
Onyx	\$ 26,322.74	22545	Dec 2023 Draw
Otis	\$ 2,619,631.60	FTM659048056	Feb Draw
Ozz	\$ 1,183,989.15	J027446	March Draw
Pereira Carpentry	\$ 21,340.50	74	Feb Draw
Riverside	\$ 152,253.50	8602	April Draw
Riverside	\$ 31,750.70	8574	Dec 2023 Draw
Seele	\$ 9,257.14	1762-23-102	Nov 2023 Draw
Service Plus Aquatics	\$ 91,455.76	1881	Nov 2023 Draw
Tractel	\$ 131,684.22	8L45	April Draw
UCC	\$ 273,375.03	11780	Jan Draw
United Drywall	\$ 67,626.12	7255188	March Draw
United Drywall	\$ 128,310.13	7255189	March Draw
Uniqspace	\$ 3,253.00	5757	March 2023 Draw
Walters	\$ 363,679.80	B111576	March Draw
Vipe	\$ 2,800.00	2023-6671	Feb Draw

HB TOTAL	\$ 12,344,434.93
5%	\$ 617,221.75

**EXHIBIT “Q” to the affidavit of
Mark Kilfoyle affirmed June 3, 2024**

ACCESS [HERE](#)

**KEB HANA BANK as trustee of IGIS GLOBAL
PRIVATE PLACEMENT REAL ESTATE FUND
NO. 301 and as trustee of IGIS GLOBAL PRIVATE
PLACEMENT REAL ESTATE FUND NO. 434**

-and-

**MIZRAHI COMMERCIAL (THE ONE) LP, MIZRAHI
DEVELOPMENT GROUP (THE ONE) INC., and MIZRAHI
COMMERCIAL (THE ONE) GP INC.**

Applicant

Respondents

Court File No. CV-23-00707839-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF
MARK KILFOYLE**

MORSE SHANNON LLP

133 Richmond Street West Suite
501
Toronto ON M5H 2L3

Jerome R. Morse (21434U)
jmorse@morseshannon.com

David M. Trafford (68926E)
dtrafford@morseshannon.com
Tel: 416.863.1230
Fax: 416.863.1241

Lawyers for the Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

KEB HANA BANK as trustee of IGIS GLOBAL PRIVATE PLACEMENT REAL
ESTATE FUND NO. 301 and as trustee of IGIS GLOBAL PRIVATE PLACEMENT
REAL ESTATE FUND NO. 434

Applicant

- and -

MIZRAHI COMMERCIAL (THE ONE) LP, MIZRAHI DEVELOPMENT GROUP
(THE ONE) INC., and MIZRAHI COMMERCIAL (THE ONE) GP INC.

Respondents

AFFIDAVIT OF JEROME MORSE

I, Jerome Morse, of the City of Toronto in the Province of Ontario SOLEMNLY AFFIRM:

1. I am a lawyer at Morse Shannon LLP, the lawyers for Mizrahi Inc and as such I have knowledge of the facts in this affidavit. Where my knowledge is based upon information or belief, I have stated the source of such information and belief and verily believe it to be true.
2. On May 28, 2024, the court appointed receiver, Alvarez & Marsal (the "Receiver"), delivered a motion record seeking, among other things, the approval of payment of certain holdback amounts. The motion is returnable June 6, 2024.
3. Our office was not consulted on this proposed return date for the motion.
4. On March 18, 2024, the parties attended before Justice Osborne for a case conference to timetable MI's motion for payment against the Receiver. During that

hearing, I advised the court and the parties that I was unavailable and travelling in Europe the week of June 3, 2024.

5. On May 29, 2024, the day following receipt of the Receiver's motion record, I wrote to counsel for the Receiver complaining that I was not consulted on the return date and advising that I was not available to attend the motion. A copy of my letter, dated May 29, 2024 is attached as **Exhibit A**.
6. On May 30, 2024, our office wrote to counsel for the Receiver seeking a brief adjournment of the Receiver's motion returnable June 6, 2024 on the basis that I am not available to attend. The Receiver refused the adjournment request. A copy of the email communication with counsel for the Receiver is attached as **Exhibit B**. Our office sought an urgent conference with Justice Osborne returnable May 31, 2024, but were advised by the court that he was not available.
7. MI wishes to make submissions to the Court with respect to the Receiver's motion as it pertains to the payment of holdbacks to subtrades. The parties are already seeking a further case conference before Justice Osborne as part of the payment motion. Our office has proposed that case conference proceed June 12.

8. I make this affidavit in support of a request to adjourn the portion of the Receiver's motion referable to the payment of holdbacks so that MI may have it choice of counsel attend and participate in the motion.

AFFIRMED before me by video conference at the City of Toronto, in the Province of Ontario, this 3rd day of June, 2024, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

Veronica Cecilia Stasolla, a Commissioner, etc.,
Province of Ontario,
for Morse Shannon LLP, Barristers and Solicitors.
Expires November 2, 2026.



JEROME MORSE

Jerome R. Morse
*Certified by the Law Society of Upper Canada
as a Specialist in Civil Litigation*
Direct Line: 416-941-5867
jrmorse@morseshannon.com

May 29, 2024

Delivered Via Email mdunn@goodmans.ca, carmstrong@goodmans.ca,
jlinde@goodmans.ca

Mark Dunn
Christopher Armstrong
Jennifer Linde
Goodmans LLP
333 Bay Street, Suite 3400
Toronto ON M5H 2S7

Dear Counsel:

Re: Mizrahi Inc.
Our File No. 50960

We write to request production of all of the quantity surveyors reports for the Project since MI ceased to be the general contractor on the project, along with the updated schedule and budgets. In addition, please provide particulars of the payments made and costs to date for the project since Skygrid took over as general contractor. We make this request on behalf of our client, in his capacity as an owner of the project.

In addition, in our last telephone discussion you purported to admonish us for contacting the court to obtain the availability of Justice Osborne for a case conference without copying you, yet your office has done the same thing and, in fact, has proceeded to schedule a motion without any advanced notice or requests for our availability. Please copy us on all your communications with the court. We are reviewing your client's motion record returnable June 6 and will provide our client's position in due course. We note we are unavailable to attend the motion on June 6.

Please copy us on communications with the court concerning the June 12 date for the attendance before Osborne regarding the Receiver's intended motion.

Yours very truly,

J.R. Morse

Jerome R. Morse
DT/vs

cc: Steve Weisz
David Trafford

From: David Trafford <DTrafford@morseshannon.com>
Sent: May 30, 2024 at 12:49 pm
To: Dunn, Mark <mdunn@goodmans.ca>
Cc: Jerome Morse <jmorse@morseshannon.com>; Weisz, Steven J <SWeisz@cozen.com>; Veronica Stasolla <vstasolla@morseshannon.com>; Armstrong, Christopher <carmstrong@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>
Subject: RE: Mizrahi Inc

Mr. Dunn,

We will seek an attendance before Justice Osborne tomorrow at 9:30 am, which is the only time that fits our schedule. We are surprised by your client's refusal to accommodate our schedule, particularly since we have raised our unavailability next week in the past, and the fact you unilaterally selected a motion date on 7 days' notice.

Our client intends to make submissions on its entitlement to payment of its 5% fee on the holdbacks proposed to be released and on the form of order.

David Trafford

Partner

Direct Line: [416-941-5850](tel:416-941-5850)



133 Richmond St. West, Suite 501, Toronto, Ontario M5H 2L3

Tel: 416-863-1230 1-888-745-1230 Fax: 416-863-1241

www.morseshannon.com

PLEASE NOTE OUR NEW ADDRESS ABOVE!

From: Dunn, Mark <mdunn@goodmans.ca>
Sent: Thursday, May 30, 2024 12:16 PM
To: David Trafford <DTrafford@morseshannon.com>
Cc: Jerome Morse <jmorse@morseshannon.com>; Weisz, Steven J <SWeisz@cozen.com>; Veronica Stasolla <vstasolla@morseshannon.com>; Armstrong, Christopher <carmstrong@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>
Subject: Re: Mizrahi Inc

Mr. Trafford,

We are not prepared to consent to an adjournment, particularly since MI has not advised what position it will take on the motion or what its submissions will address.

We will make ourselves available for a case conference tomorrow anytime except 9:30-10 if you are instructed to seek one and Justice Osborne is available.

Sent from my iPhone

On May 30, 2024, at 11:53 AM, David Trafford <DTrafford@morseshannon.com> wrote:

Mark,

As you know, we are not available to attend your client's motion on June 6. Jerome will be in Europe, a fact which was discussed during the last case conference before Justice Osborne. I have another commitment which I must attend to that morning. Our client intends to make submissions at the return of your client's motion.

We are writing to request a brief adjournment to accommodate our schedules. If there is no agreement, then we will seek a conference with Justice Osborne for tomorrow, which is the last available day before Jerome leaves for Europe.

Please provide your client's position as soon as possible.

Yours truly,

David Trafford

Partner

Direct Line: [416-941-5850](tel:416-941-5850)

133 Richmond St. West, Suite 501, Toronto, Ontario M5H 2L3

Tel: 416-863-1230 1-888-745-1230 Fax: 416-863-1241

www.morseshannon.com

PLEASE NOTE OUR NEW ADDRESS ABOVE!

From: Veronica Stasolla <vstasolla@morseshannon.com>

Sent: Wednesday, May 29, 2024 9:58 AM

To: Dunn, Mark <mdunn@goodmans.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>; Linde, Jennifer <jlinde@goodmans.ca>

Cc: Jerome Morse <jmorse@morseshannon.com>; David Trafford <DTrafford@morseshannon.com>; Weisz, Steven J <SWeisz@cozen.com>

Subject: Mizrahi Inc

Good morning,

Please see the attached correspondence from Jerome Morse.

Regards,

Veronica Stasolla

Legal Assistant

Direct Line: [416-941-5889](tel:416-941-5889)

133 Richmond St. West, Suite 501, Toronto, Ontario M5H 2L3

Tel: 416-863-1230 1-888-745-1230 Fax: 416-863-1241

www.morseshannon.com

PLEASE NOTE OUR NEW ADDRESS ABOVE!

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**KEB HANA BANK as trustee of IGIS GLOBAL
PRIVATE PLACEMENT REAL ESTATE FUND NO.
301 and as trustee of IGIS GLOBAL PRIVATE
PLACEMENT REAL ESTATE FUND NO. 434**

-and-

**MIZRAHI COMMERCIAL (THE ONE) LP, MIZRAHI DEVELOPMENT
GROUP (THE ONE) INC., and MIZRAHI COMMERCIAL (THE ONE) GP
INC.**

Applicant

Respondents

Court File No. CV-23-00707839-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF JEROME MORSE

MORSE SHANNON LLP

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Tel: 416.863.1230
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Lawyers for the Respondents

**KEB HANA BANK as trustee of IGIS GLOBAL
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-and-

**MIZRAHI COMMERCIAL (THE ONE) LP, MIZRAHI DEVELOPMENT
GROUP (THE ONE) INC., and MIZRAHI COMMERCIAL (THE ONE) GP
INC.**

Applicant

Respondents

Court File No. CV-23-00707839-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT TORONTO

RESPONDING MOTION RECORD

MORSE SHANNON LLP

133 Richmond Street West Suite
501
Toronto ON M5H 2L3

Jerome R. Morse (21434U)
jmorse@morseshannon.com

David M. Trafford (68926E)
dtrafford@morseshannon.com

Tel: 416.863.1230
Fax: 416.863.1241

Lawyers for the Moving Party, Mizrahi Inc.