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## Section 1.0 INTRODUCTION

This construction manual contains general information, procedures and requirements which have been established by R.W. Commercial Property Management Inc. (RW) to assist our Tenants with the design and construction process within their leased premises.

While this manual is intended to reflect the general case, it should at all times be read in conjunction with the written Offer to Lease and Lease agreements between the Landlord and the Tenant, and it does not amend the formal lease agreement or current codes which are to govern in the event of any inconsistencies.

RW on behalf of the Landlord will appoint a representative to assist the Tenant with matters relating to these guidelines and standards.

The standards included in this manual shall be met or exceeded unless agreed to in writing by RW. Should a discrepancy exist between project drawings or specifications they must be brought to the attention of RW, otherwise, this document shall be considered to govern.

RW reserves the right to amend or add to the information in the Manual from time to time. And the Tenant shall abide by such changes upon notification thereof. Any such additions or amendments which may affect any Tenant Work must be undertaken after the addition or amendment has been issued. All costs associated with compliance shall be at the Tenant's expense.

Tenants, their Designers and Contractors are urged to acquaint themselves thoroughly with the information herein, as it will form the basis of RW's approval of all Tenant submissions.

The Tenant and/or its designer should liaison with RW and visit the leased premises to inspect and verify all site conditions prior to commencement of design work as a standard practice.

RW will assist Tenants throughout their design and construction period and provide a liaison with the Tenant's representatives.

All questions, comments and submissions shall be addressed in writing to RW.

### **1.1 Codes and Regulations**

Tenant work must comply with all applicable by-laws, codes and regulations of Authorities Having Jurisdiction. The Tenant is responsible for obtaining all permits and approvals from all Authorities Having Jurisdiction over the work to be performed by the Tenant's contractors. Evidence of such permits must be posted at the site.

### **1.2 Asbestos Containing Materials (ACM)**

There are isolated areas in the building containing asbestos. An Asbestos Management Plan (AMP) is in place. All work performed in the building must comply with the AMP. Any testing, abatement related to ACM will be coordinated by RW with the base building environmental consultant at the tenant's expense.

### **1.3 Base building systems and finishes**

Specific information on base building systems and finishes may be obtained from RW upon request.

## Section 2.0 BASE BUILDING CONSULTANTS, CONTRACTORS AND PRE-APPROVED CONTRACTORS

The Tenant may wish to retain the Landlord's Architects, or designers, and/or Mechanical and Electrical Engineering Consultants under direct contractual arrangement for the production of Design and Working Drawings. If the Tenant chooses to employ Consultants other than the Base Building Consultants for its design work, RW will have such drawings reviewed by the Base Building Consultants in order to ensure compatibility with the Base Building systems and standards. The cost of this review will be at the Tenant's expense. A list of Landlord's consultants is included below:

### 2.1 Base Building Consultants

#### Mechanical:

Hidi Rae  
1 Yonge Street  
Suite 2100  
Toronto, ON M5E 1E5  
Canada  
(416) 364-2100

#### Structural:

Quinn Dressell  
1246 Yonge Street,  
Suite 300  
Toronto, ON M4T 1W5  
Canada  
(416) 961-8294

#### Environmental:

Pinchin Environmental  
2470 Milltower Court  
Mississauga, Ontario  
L5N 7W5

#### Electrical

Hidi Rae  
1 Yonge Street  
Suite 2100  
Toronto, ON M5E 1E5  
Canada  
(416) 364-2100

#### Architectural:

GIO Tan  
365 Bloor Street East  
Suite 2001  
Toronto, ON M4W 3L4  
Canada  
(416) 926-1937

## 2.2 Base Building Contractors

Without exception, the following companies and trades must be used in their listed fields.

### Controls:

Honeywell  
155 Gordon Baker Road  
North York, ON M2H 3N7  
Canada  
(416) 758-2600

### Fire Alarm Verification:

JD Collins  
2900 Langstaff Road  
Units #18 & 19  
Concord, ON L4K 4R9  
Canada  
(905)660-4535

### Base Building Keying:

Safe-T Lock and File Services Inc.  
853 Simcoe Road S.  
Bradford, ON L3Z 2A6  
Canada  
(416)676-6129

### Sprinkler and Standpipe:

JD Collins  
2900 Langstaff Road  
Units #18 & 19  
Concord, ON L4K 4R9  
Canada  
(905)660-4535

### Air & Water Balancing:

T.D.B. Inc.  
5 Oakfield Drive  
Etobicoke, ON M8Y 1N6  
Canada  
(416) 252-3492

### Water Treatment:

ControlChem Canada Limited  
5275 John Lucas Drive  
Burlington, ON L7L 6A8  
Canada  
(905)319-2234

### Security System:

Honeywell  
155 Gordon Baker Road  
North York, ON M2H 3N7  
Canada  
(416) 758-2600

### 2.3 Pre-Approved Contractors

The following is a list of pre-approved trades for work at 20 King Street West. Other trades may be used at the discretion of the Tenant provided that the trade is approved, in writing, by RW in advance.

**Electrical:**

Vikat  
10 Saint Mary Street, Suite 325  
Toronto, ON M4Y 1P9  
Canada  
(416) 929-7085

Arcamm Electric Ltd.  
6790 Davand Drive, Unit 5  
Mississauga, ON L5T 2G5  
Canada  
(905)670-7715

Symtech Innovations Ltd.,  
3980 14<sup>th</sup> Avenue, Unit#1  
Markham, ON L3R 0B1  
Canada  
(905)940-8044

**Mechanical:**

Joel Mechanical  
467 Edgeley Blvd. Unit #2  
Concord, ON L4K 4E9  
Canada  
(905)738-0377

Trinity Contracting  
1 Cartwright Blvd.  
Woodbridge, ON  
L4L 8J4  
(416) 819-9711

**General:**

Gillanders Construction Inc.,  
7 Dohme Avenue  
Toronto, ON M4B 1Y7  
Canada  
(416)750-7313

Jesslin Interiors Ltd.,  
25 Faulkland Road  
Scarborough, ON M1L 3S4,  
Canada  
(416) 757-8280

Trinity Contracting  
1 Cartwright Blvd.  
Woodbridge, ON  
L4L 8J4  
(416) 819-9711

**Other:**

METRO Waste Paper Recovery Inc.  
66 Shorncliffe Road  
Toronto, ON M8Z 5K1  
(416)231-2525

Hurley Corporation  
711 Kipling Ave  
Toronto ON, M8Z 5G4  
(416)252-6311

T.D. B. Inc.  
5 Oakfield Drive  
Etobicoke, ON, M8Y 1N6  
(416) 252-3492



## **Section 3.0 DESIGN CRITERIA**

### **3.1 Tenant Design Consultants**

The Tenant shall engage professional designers and/or architects, electrical, mechanical engineers, and consulting engineers registered with the Province of Ontario, to prepare all drawings and specifications necessary for the construction of the Tenant's work.

The Landlord encourages the use of its Base Building Consultants because of their familiarity with the Base Building Design.

In order to maintain an up-to-date record of as-built conditions, all architectural, mechanical and electrical changes or any other modifications to the Tenant approved drawings must be recorded and forwarded to RW in both hard copy and electronic format.

### **3.2 Tenant Design and Working Drawings**

Additional drawings or information which the Tenant may reasonably require for the purpose of preparing their design and working drawings may be obtained from RW at the Tenant's expense. The Tenant is responsible for the production of accurate and complete working drawings and contract documents.

### **3.3 Floor Plans (Basic requirements)**

- a) Locations of all major fixed elements within the Leased Premises
- b) Room names and users
- c) Location of power and telephone outlets
- d) Locations and layouts of rooms of unusual loading concentrations, such as centralized filing areas, computers, copy machines, trading areas, training areas, equipment rooms, etc.
- e) Materials and finishes throughout the premises.
- f) Where the Leased Premises occupy less than a full floor, plans must be included of the entire floor showing the location of the Leased Premises and its relationship to the elevator lobby, exits, washrooms, etc.

### **3.4 Reflected Ceiling/Lighting Plans**

- a) Lighting layouts, ceiling pattern, materials and suspension systems details
- b) Types and wattage of any proposed light fixtures, other than base building standard
- c) Locations of any sound baffles above the ceiling and a description of baffle construction

- d) Locations of any access panels required to service building systems and future tenant systems
- e) Unusual design details in the reception area
- f) Location of sprinkler heads, including any relocated heads
- g) Special finishes, if any.

Tenants are required to utilize energy efficient lighting supplies, task lighting, occupancy sensors, timers, and separate switching where possible.

### **3.5 Mechanical Plans:**

- a) Details of any duct work and sprinkler changes, if any, including transfer duct locations
- b) Thermostat locations, relocation or additions, if any
- c) Smoke dampers, if required
- d) All Tenant mechanical equipment required in private washrooms, kitchens, computer rooms, and boardrooms
- e) The heat loss and gain calculations for the premises
- f) Location of additional fire hose cabinets where necessary
- g) Location of supplemental air conditioning units, etc. Include proposed location of all piping, valves, backflow preventers, etc. Include pertinent shop drawings and unit specifications. Also indicate flow requirements of each unit.

### **3.6 Electrical Plans**

- a) location of all ceiling fixtures and fixtures to be relocated
- b) location of all electrical switches, electrical outlets and telephone outlets, including special notation of dedicated services, disconnect switches, etc.
- c) an equipment list which indicates the wattage of each item, total wattage for the premises and watts per square foot.
- d) Circuitry of all electrical items within the tenant area, outline all disconnect panels, splitter boxes, etc.
- e) All circuitry required for miscellaneous electrical work such as security alarms, if applicable.
- f) Location of all interior exit lights required by Municipal Law
- g) Locations of communication/data cabling
- h) Work which must take place outside the leased premises
- i) Locations of floor monuments which require core drilling to the floor below. Indicate size of proposed opening

- j) All proposed revisions, modifications, tie-ins, etc., to the building security, fire alarm and voice communications system to be clearly indicated on electrical drawings unless the scope of revisions is large enough to warrant separate drawings

### **3.7 Complete Sprinkler, Building Automation and Life Safety Drawings**

Show all work which is an alteration, or addition, to the base building system as well as the base building system which remain unchanged. Indicate tie-ins and extensions.

### **3.8 Structural Drawings**

Supply drawings at suitable scales, where special conditions warrant the production of such drawings, e.g. openings in slabs.

### **3.9 Hardware Schedule**

If Tenant specifies alternative hardware from Base Building Standard specifications, two copies of the hardware schedule must be submitted for the RW's approval. All hardware must be compatible with the existing keying. All common area hardware must be base building manufacture and finish.

### **3.10 Sample Board**

Showing Tenant's proposed interior finishing materials and their intended use. Materials are to be chosen on their environmentally responsible characteristics.

### **3.11 Signs and Graphics**

Tenant shall submit drawings and descriptions, including dimensions of their proposed signs and locations on or in the building for RW's approval. All interior signage shall be to base building standard.

### **3.12 Preliminary Submission Requirements**

- a) Building permits for construction, plumbing, HVAC, hydro, magnetic locks, etc., as applicable
- b) trades and sub-trades list, with names and both business hours and after hours (emergency) contact phone numbers
- c) certificates of insurance as laid out herein
- d) certificates of workers compensation coverage
- e) construction schedule

### **3.13 Landlord's Approval by RW**

Approval of the Landlord/ RW does not supersede any code, regulation, or any requirement by authorities having jurisdiction or the Lease. This authorization does also not provide approval

of specific construction products, materials, fabrication techniques, etc. which does not comply with the applicable Authorities Having Jurisdiction in addition to base building standards.

We may be reached at:

[www.RWCPM.com](http://www.RWCPM.com)

20 King Street West  
Suite 1200  
Toronto, ON  
M5H1C4

(416)362-8484

## **Section 4.0 CONSTRUCTION STANDARDS**

### **4.1 Interior Design Guide**

The Tenant's designer is advised to take maximum advantage of the Base Building and its systems in order to avoid additional expense and delay to the Tenant.

The following is intended as a guide:

### **4.2 Building Module**

Take full advantage of the building module to which the building is designed and constructed.

### **4.3 Partitions on Module**

Keep partitions on the building module to prevent costly changes to lighting and air conditioning systems. Reduce or eliminate any negative impact on the building systems when designing partitions.

### **4.4 Ceiling System Modification**

Ceiling height should be maintained at a minimum of 8'0" unless written approval from RW is attained. No holes are to be drilled or punched in the base building T-bar system. Removal, relocation and/or replacement of installed ceiling tiles will be the responsibility of the Tenant.

### **4.5 Perimeter Induction Units**

Perimeter induction units must not be covered, altered, painted without RW's written approval. Access is required to the front of each unit for preventative maintenance. Re-balancing or alteration of induction units requires written approval.

### **4.6 Additional Air Conditioning**

Additional air conditioning units shall only be installed where required. Units may be added to the base building chilled water system. All piping shall be pressure tested at 150% of operating pressure, tests shall be witnessed by RW. All piping is to be chemically cleaned and flushed to RW's. The base building's water treatment consultant shall supervise the cleaning process. Two (2) samples shall be required for testing and acceptance of cleaning as follows:

1. With chemical cleaner added, after circulation as specified
2. After flushing for a time as prescribed by the base building consultant.

All products used for cleaning shall be acceptable to the base building consultant. Prior to tie-in to the base building system the above samples must be tested and accepted, and pressure

testing completed, after which obtain written approval from the RW allowing the tie-in to take place.

All piping circuits shall be equipped with isolation valves at the system riser and at each piece of equipment, suitably tagged and identified. All piping is to be properly labeled identifying system and direction of flow every 20" and where piping passes through floors or walls. Each piping circuit shall be complete with circuit balancing valves for balancing purposes and future use. All chilled water, condenser water piping and condensate piping shall be insulated when installed/enclosed in ceiling spaces, etc. Supplemental air conditioning units installed in electrical, communication and like areas shall be equipped with full coverage drip trays, piped to drain.

Domestic water back up for supplementary A/C units is subject to special approval from the City of Toronto and the Department of Public Works and the Environment as required by City of Toronto bylaws. This bylaw requires a "Memo of Justification" addressed to the Department of Public Works and the Environment. Provide RW with a copy of the memo and the approval from the Department of Public Works and the Environment for their records.

Backflow prevention devices shall be installed and tested as per code. Such testing shall be witnessed by the Project engineer. Confirm the testing with a letter from the Project Engineer to RW. This testing shall take place prior to the system being put into service.

Automatic switch over valves are not permitted, a control sequence must be provided for change over from condenser water to domestic water. The control sequence will be verified during A/C unit commissioning and thereafter approved by RW. A framed schematic together with a control sequence and instructions for valve position during switch over, chemical cleaning and normal operation must be placed adjacent to the A/C unit for future reference. All valves must be permanently labeled or tagged.

A water meter complete with remote read out for the domestic water back up feed must be installed without exception.

A/C. units utilizing domestic water as a primary cooling medium are not permitted due to their environmental impact.

Submit unit specifications, catalogue cuts, etc., to RW for acceptance. The maintenance and up keep of tenant owned A/C/ units shall be the tenant's responsibility. A maintenance contract, with an approved contractor, must be maintained at all times at the tenant's expense. Forward

a copy of the contract to RW, for records and review. All units using a condensate pump shall be wired such that if the condensate pump fails, the air conditioner cannot run.

#### **4.7 Building Standard Entrance Doors – To Tenant Space**

Building standard entrance doors must be finished to meet base building requirements. All Tenant doors will be keyed using the base building hardware and key system, deviations must be approved in writing.

#### **4.8 Tenant Identification**

Tenant identification shall be in accordance with the approved building signage system in the case of multi-tenant floors or as approved by RW in the case of full floor tenancies. All Tenant signage will be at the expense of the Tenant.

#### **4.9 Electrical/Communication Wiring**

The use of power poles is not recommended. All electrical/communication wiring, etc., is to be concealed in the columns and/or partitions.

All cabling to be run in the ceiling space shall be installed in a conduit unless it is plenum rated. Cabling shall be neatly installed and tie-wrapped into bundles at the highest possible level and shall be suspended independent of existing or new ceiling components.

Armoured cable, (Bx) is to be used for drops to light fixtures and wall outlets only. Runs of Bx cable in plenum spaces above the ceiling will not exceed 3m., (10 feet) per run.

A meter base complete with meters is to be installed for any tenant electrical use over standard allowance and/or for any 24 hour use (ie. Computer rooms, air conditioning units, etc.). All metering must be in compliance with the base building sub metering system.

#### **4.10 Standard of Workmanship and Material**

All work by the Tenant and its contractor(s) within the leased premises shall be completed with environmentally responsible material of high quality. All workmanship and materials shall be equivalent to the base building standard and quality. Inferior materials and workmanship which do not meet the base building standard or conform to governing codes shall be replaced at the Tenant's expense.

## Section 5.0 CONTRACTOR REQUIREMENTS

### 5.1 Certificates and Approvals

Construction may proceed only after the Tenant has completed the following:

a) Insurance

The contractor must be approved by RW. Prior to the commencement of the work, the Tenant must, at its own costs and expenses, take out or cause to be taken out, insurance against “All Risks” of physical loss or damage for the full amount of the Tenant work and Liability Insurance in an amount of not less than \$5,000,000 on an occurrence basis.

The Landlord, 20 KING WEST INVESTMENTS, and its managing agent, R.W. Commercial Property Management Inc., are to be added as additional named insured to the general liability policy carried by the contractor.

The contractor’s general liability policy will provide for the following minimum requirements:

- Blanket Contractual Coverage
- Non-owned Automobile Coverage
- Cross-Liability Clause, and Severability of Interest Clause, and thirty days Written Notice by Registered mail of Cancellation to each additional Named Insured.

The Tenant must provide evidence that the Tenant is adequately and properly insured, according to the terms of their lease agreement.

Such insurance to be taken out and kept in force during the entire period of tenant work inclusive of warranty period, and to be in a form, (and with Insurers) reasonably acceptable to RW.

b) Permits

Tenant’s design and construction work must comply with all applicable by-laws. The Tenant is responsible for obtaining all necessary permits and approvals from the appropriate Authorities Having Jurisdiction, prior to the commencement of Tenant’s work within the Leased Premises. Permits must be obtained by the Tenant at its expense and a copy be forwarded to RW.

The Tenant must correct immediately any work which does not meet with the approval of the Building Inspector, notwithstanding the fact that the Tenant’s drawings have



been approved previously by the appropriate Authorities Having Jurisdiction and RW. RW must be immediately notified of inspections by governing authorities, building inspectors, plumbing, heating, hydro inspectors, Toronto Fire Department, etc., at such a time as to permit RW to attend such inspections. Any revisions to the Approved Drawings requested by such authorities must be brought to the immediate attention of RW.

Should the tenant unduly delay the required correction, RW may make the correction at the Tenant's cost. The Contractor must submit a written guarantee to RW covering all remedial work.

c) Workplace Safety Insurance Board (WSIB)

The Tenant contractor(s) shall carry, during the period of construction of the Tenant's work, at their own expense and cost, Worker's Compensation Insurance covering all employees engaged in the work in accordance with the statutory requirements for the Province having jurisdiction over such employees.

The Tenant must complete and execute a Statutory Declaration and Worker's Compensation Clearance Form protecting the building against any and all liens, charges or claims for any work performed or material furnished. A statutory declaration and a workers compensation certificate shall be provided with each request for payment (Statutory Declaration may not be required on the first draw), including requests for payment of tenant allowance/inducements.

d) Laws, Notices, Permits and Fees

- (i) The laws of the Place of the Work shall govern the Work.
- (ii) The Contractor shall obtain the permits, licenses and certificates and pay the fees required for the performance of the Work which are in force at the date of tender closing, but this shall not include the obtaining of permanent easements or rights of servitude.
- (iii) The Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the Authorities Having Jurisdiction 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.

e) Approved Drawings

A set of prints of all approved drawings must be kept on the Leased Premises for the duration of the construction period, and be available for reference by RW and trades people.

f) **Construction Schedule**

Prior to commencing with Tenant's work, the Tenant shall provide RW with a construction schedule.

## **5.2 Elevator Use and Charges**

All construction materials and equipment will be brought to the work site by way of the loading dock and designated service elevator only. Unauthorized parking in loading dock is prohibited at all times.

Contractors will take all necessary precautions to minimize damage to or marring of elevator walls, doors, floors and ceilings, and will be held responsible for any such damages.

Elevators must be reserved for movement of materials, equipment or debris at least 48 hours in advance of the movement. Reservations may be made through RW. The charges for the elevator time are to the Tenant's account. Applicable rates may be obtained from RW.

## **5.3 Signing Off Procedure**

Prior to Substantial Completion, 'a signing-off' by RW that work has been carried out in a manner acceptable to RW, must be obtained. Failure to obtain this approval may result in RW having to complete or reconstruct some components of the work in order to achieve the standards of the building, with the cost of the same being charged to the Tenant. The Tenant will supply a letter from their designer certifying that the premises have been constructed as per approved plans and specifications and that the quality of finishes and fixturing is consistent with building standards.

## **5.4 Appointment of Contractors**

The Tenant is required to engage contractors for the purpose of carrying out its Leasehold Improvement Work. All Tenant contractors:

- a) Are subject to approval by RW
- b) Must furnish evidence of good standing with the provincial Workplace Safety Insurance Board (WSIB)
- c) Must utilize the Base Building automation, sprinkler and fire alarm sub-contractors, as sub-contractors for Tenant's work involving these trades. Supply a letter at the end of Tenant's work confirming existing warranties are valid.

- d) Issue a list of all sub-contractors, complete with company names, addresses and telephone numbers, as well as name, address and telephone number of on-site supervisory personnel
- e) All contractors/sub-contractors personnel to be fully qualified trades people. Apprentices to perform work only under direct supervision of Journeymen
- f) Submit certificate of Insurance
- g) Copies of permits or applications for permits.

### **5.5 Retention of Contractors (Post Substantial Completion)**

The Tenant shall engage their own licensed general contractor who shall be responsible for all their internal development work, including the contracting and co-ordination of all sub-trades. However, in order to ensure physical compatibility, guarantees and warranties to basic building elements, the work has to be done in accordance with the instructions given by the supplier of the equipment. The tenant shall provide a letter from the supplier indicating the work has been done to their requirements and that any warranties/guarantees in effect will remain in force. The base building's contractors will carry out necessary revisions to the basic building construction resulting from Tenant occupancy at the Tenant's expense.

### **5.6 Construction Safety**

- a) The Contractor and his Subcontractors shall observe and enforce all construction safety measures as contained in the requirements of any federal/provincial legislation, regulations, municipal by-laws and requirements of all other Authorities Having Jurisdiction which may pertain to construction of the Work.
- b) In the event of any conflict between any municipal by-laws, provincial or federal legislation, the provision which sets out the most onerous or stringent requirement shall apply.

### **5.7 Protection and Safety**

- a) The Contractor and their Subcontractors shall comply with requirements of all Acts and Regulations with respect to health and safety including Occupational Health and Safety Act, RSO 1980 Chapter 321 (as amended) and Regulations for Construction Projects (as amended) made thereunder; and Workplace Hazardous Materials Information System (WHMIS) Regulation, Ontario Regulation 644/88 including the following:
  - i. Before commencement of work and throughout the Contract, maintain on Site and readily accessible to all those who may be exposed to hazardous materials, a list of all hazardous materials proposed for use on the Site or Workplace together with

- current Material Safety Data Sheets (MSDS). Submit MSDS in advance of transporting to the site, for all hazardous or controlled substances, to RW for approval.
- ii. Ensure hazardous materials used and/or supplied on Site are labeled in accordance with WHMIS requirements.
  - iii. Provide detailed written procedures of safe handling, storage and use of such hazardous materials including special precautions, safe clean-up and disposal procedures. Conform to Ministry of Environment and Energy's Environmental Protection Act for disposal requirements.
    - iv. Ensure that those who handle and/or are exposed to or are likely to handle or be exposed to hazardous materials are fully instructed and trained with WHMIS requirements.

## **Section 6.0 SITE WORK REGULATIONS**

The Tenant and all of its contractors, agents and employees are required to abide by the following regulations in carrying out the Tenant work in the Leased Premises:

### **6.1 Public Safety**

It is the Tenant's responsibility to ensure that the Tenant's contractor observes and complies with all applicable construction safety regulations, (eg. Hard hats and steel-toed shoes). Any additional safety regulations which may be imposed by RW and Authorities Having Jurisdiction must also be complied with, immediately and fully. Should failure to comply result in any construction delay, the Tenant will be held responsible for all resulting costs.

### **6.2 Emergency Contacts**

The Tenant Contractor is required to provide RW the names and telephone numbers for emergency contacts

### **6.3 Temporary Services**

The Tenant contractor is responsible for the distribution of temporary power and telephone within the Leased Premises during the construction period. Exposed electrical cords are not permitted outside the Leased Premises. The Tenant must advise RW of the requirements and receive written authorization from RW prior to commencement of the work. The Tenant will be responsible for any installation and operating costs incurred.

### **6.4 Work Areas**

All construction materials, tools, equipment, and work benches must be kept within the Leased Premises throughout the construction period. All public lobbies, corridors, washrooms, stairs, and adjacent vacant spaces shall be kept clean of construction materials and debris at all times.

### **6.5 Weight Distribution**

The Tenant's contractor(s) shall stack drywall in piles not to exceed 12" in height; the weight must be distributed as much as possible to avoid structural or other damage. The Tenant is fully responsible for any damages resulting from overloading of any material or product.

### **6.6 Garbage Removal**

The removal of construction waste generated by work being carried out on a Tenant premises shall be the total responsibility of the Tenant's Contractor. Corridors, freight elevator, lobbies and common areas are to be kept clear of the residual debris incurred. Waste separation and removal is to be followed.

Arrangements must be made for elevator time to remove such debris so the loading dock areas and because of the limited space, debris must be immediately taken from the site on a daily basis by whatever means reasonably by those contractors responsible. It is not permitted to store waste or debris temporarily outside the leased premise, or in the loading dock area. The removal of construction waste will be after regular building hours of operation unless written approval is obtained.

Arrangement for placing Disposal Bins must be made through RW. Only approved waste disposal contractors will be allowed on site. All costs regarding the supply and removal of disposal bins inclusive of dumping fees will be the responsibility of the Tenant and at the Tenant's expense. Disposal bins shall be placed on  $\frac{3}{4}$ " plywood (minimum) to protect the loading dock membrane system.

#### **6.7 Hazardous Materials**

All waste of a hazardous nature must not be allowed to accumulate. Such waste must be removed from the site as quickly as possible, but no later than the same day, in accordance with the material's Material Safety Data Sheet (MSDS).

#### **6.8 Daily Cleanup**

Contractors will ensure the corridors are left free of all debris and will remove dirt and marks left from construction work from corridor walls, floors, doors, etc. on a daily basis. Where special cleaning is required to maintain the corridor appearance, the cost of said cleaning will be charged to the Tenant's account.

#### **6.9 Protection of Existing Finishing**

All building finishes and carpets must be protected to prevent any damage or soiling by the Tenant's contractor. Base Building carpeting must be protected by covering with plywood sheets, plastic sheeting, or cardboard sheeting supplied by the Tenant, as directed by RW. Exterior paving and landscaped areas must be used with care and also be adequately protected. Damage to building finishes caused by Tenant contractors will be repaired by RW at the Tenant's expense. All building standard light luminaries, hardware, doors and frames removed and not re-installed, must be turned over to or disposed of as directed by RW.

#### **6.10 Systems Protection and Cleaning**

No work shall commence until arrangements have been made with RW for the protection of on-floor HVAC systems. Post construction clean up will be carried out at the tenants expense.

### 6.11 Window Treatments

All exterior window treatment will be operational at project start. Damage to venetian blinds and/or other window treatments will result in the replacement of the complete blind at the Tenant's expense. The contractor shall raise all blinds and protect them with plastic for the duration of the work.

### 6.12 Ceiling Tile Damages

The Tenant contractor, in the work process, is required to remove ceiling tiles to avoid damage. It is advised that extreme care be taken to preserve tiles in their original condition. The Tenant's contractor is responsible for any tile damaged, soiled or not replaced. Tiles replaced shall be new, and of base building type and colour.

### 6.13 Working Hours

Work Hours are subject to review and approval by RW. We reserve the right to limit or restrict certain work to ensure minimum disruption to existing Tenants.

### 6.14 Work After Hours

- a) Hammer drills, impact tools and noise generating activities must be coordinated with RW.
- b) Work in adjacent tenancies must take place outside of normal working hours and at a time acceptable to affected Tenants and RW. Arrangements for such work shall be coordinated through RW. Security supervision of contractors is required in all cases where work is to take place outside of the leased premises, the cost of which shall be at the Tenant's expense.
- c) Due to the configuration of the building HVAC systems, activities which generate odour, fumes or mist must be completed at a time as directed by RW. These activities include, but are not limited to the following:
  - Painting (latex paint included)
  - Staining (latex stain included)
  - Carpet installation (of any kind)
  - Concrete sealing
- d) X-raying and core drilling must be approved and scheduled with RW.
- e) Sprinkler system, stand pipe revisions and Fire alarm system verification and testing must be completed after hours. Access cards are to be signed out with building security, a valid drivers license is required as a security deposit for all access cards.

### **6.15 Access and Deliveries**

Personnel routes and material deliveries to the Leased Premises are to be only by routes designated by RW (via the loading dock and freight elevator only). The handling of items, which due to weight or dimension require special treatment, must be reviewed and arranged with RW. Use of loading dock facilities and freight elevators for such special items is by reservation only and at the Tenant's cost. After hour use of the receiving area is possible only by reservation.

### **6.16 Temporary Fire Protection and First Aid**

Operable fire extinguishers must be kept in the Leased Premises throughout the construction period. These extinguishers must be of sufficient number and suitable types to combat a potential fire in the work area as required by codes and bylaws. Fire extinguishers shall be provided by the contractor, building extinguishers are not to be used for this purpose. Contractors must also keep adequate first aid facilities available.

Whatever major construction is being performed by the Tenant, or when there is a good possibility that the floor's smoke-detection system could be activated, the Tenant, shall give RW 24 hours notice in writing to disconnect the existing base building smoke detection system in the area under construction

### **6.17 Stairwell Doors**

All stairwell doors must be kept closed at all times during construction. For fire prevention and other safety reasons.

### **6.18 Security of Leased Premises**

The Tenant is fully responsible for the physical security of the Leased Premises and the contents thereof throughout the construction period.

### **6.19 Landlord Access to Premises**

The building architect and/or RW representatives shall have access to the leased premises at all times for the purpose of carrying out its duties with respect to inspections on the Landlord's behalf.

### **6.20 General Access**

The Tenant, its agents and contractors, are prohibited from access to the roof of the building as well as sprinkler, electrical and mechanical rooms unless prior authorization is obtained. At no time is equipment, materials, debris, etc., to be stored in these areas.



### 6.21 Keys/Access Cards

All keys/access cards required to give construction personnel access to common-area rooms (electrical rooms, mechanical rooms, etc.) or to other tenants' spaces must be requested from RW. Access into the Tenant's space should be agreed upon by and arranged between the contractor and its client. Only designated contractor personnel will be issued common-area keys/access cards. These keys/access cards will be held with building security and must be signed out and in on a daily basis. Re-keying/reprogramming costs for keys/access cards that are lost will be the responsibility of the Tenant.

### 6.22 Locks

Installation of additional lock systems is prohibited within the Leased Premises. All Tenant door locks must be compatible with the Base Building master key system. Consequently, all lock cylinders must be of the same manufacturer as those locks being supplied by the building. Before the Tenant purchases any locks, it is imperative that he/she check with RW regarding the type of lock required. The base building locksmith must be used for all keying/re-keying work.

### 6.23 Lien Protection

The Tenant shall undertake to protect the Landlord and its interests against the placing of liens under the Construction Lien Act by the Tenant's contractors and/or suppliers.

The Tenant shall immediately notify RW of any such lien, claim or other action of which it has or reasonably should have knowledge of and which affects the title to the Land or Building or any part thereof, and shall cause the same to be removed within five (5) days (or such additional time as may be consented to in writing), failing which the Landlord may take such action as the Landlord deems necessary to remove the same and the entire cost thereof shall be immediately due and payable by the Tenant to the Landlord. Unless specifically provided in the Tenant's Lease to the contrary, in any case, the Landlord shall not release any allowances for construction purposes until expiry of the lien period plus one (1) day. In claiming any allowances, the Tenant shall supply to the Landlord satisfactory evidence of full payment of all invoices relating to said construction. This shall include, but not be limited to, providing the Landlord with copies of all related invoices with cancelled cheques and with true copies of executed Statutory Declarations.

### 6.24 Minors

Minors, (as defined by the Ministry of Labour, Occupational Health and Safety Act) are not permitted on the construction site at any time.

### **6.25 Hoisting Facilities**

If it is expected that the demand for hoisting facilities will be extensive, interrupting other tenants and businesses, hoisting will be required to be carried out after hours at the Tenant's expense. The Tenant contractor is advised to make due allowance for after hours use of hoisting facilities in their quotation. The freight elevator is available outside of regular business hours and must be booked in advance.

### **6.26 Access Panels**

The Tenant must provide access panels to permit necessary access to equipment or services which require it by code, or to maintain equipment.

### **6.27 Testing and Tie-ins**

The Tenant must obtain RW's permission prior to the installation of any tie-ins to mechanical, electrical, plumbing, gas, pneumatic, security, or fire protection and life safety systems.

Tenants will be held fully responsible for any damages which result from tie-ins to such systems or any tests thereof whether or not RW permission for such work has been obtained. The Tenant will supply the RW with a letter from the supplier of the original system confirming that any warranties in place are valid and the installation is in accordance with their requirements.

### **6.28 Drilling or Cutting, X-Ray Requirement**

The Tenant's contractor(s) shall not under any circumstances, drill or cut openings in the basic building structure, without written approval from RW. All slab openings will be X-Rayed and reviewed with the RW prior to cutting and/or drilling and may require review by the base building structural engineer. All work of this type with RW. All costs inclusive of review of x-rays by the base building structural consultant will be the Tenant's expense.

### **6.29 Welding, Brazing, etc.**

All welding or brazing must be performed only with the prior consent of RW. Proposed welding, brazing or soldering, or anything else likely to activate a smoke detection head system must be approved by RW in advance of the work being performed. An operable fire extinguisher (supplier by the contractor) must be within easy reach of all open flame work.

### **6.30 Fireproofing**

All fireproofing material removed will be replaced with a suitable, Government and Landlord approved fireproofing material, and said replacement material will be installed in accordance with pertinent Building and Fire Codes. In no case will the original level of protection be reduced. Asbestos is specifically prohibited for use as a fireproofing material. All openings in risers must be sealed with government approved fire-stop material. Structural steel added as

part of the project for whatever reason must be fireproofed to a level comparable with building standards. Fireproofing material removed during construction shall be replaced, as above.

### **6.31 Electrical-Power Shutdowns**

All requests for electrical-power shutdowns must be made in writing and submitted for approval to RW. An existing Tenant's request for power will take precedence over a contractor's request for a shutdown. Shutdowns affecting existing Tenants will be on an after hours basis as scheduled with RW. All costs inclusive of additional security or operating staff for after hours, weekends or statutory holidays will be at the Tenant's expense.

### **6.32 Air-Systems Shutdowns**

All requests for air-system shutdowns must be made in writing. A Tenant's request for air-conditioning will take precedence over a contractor's request for a shutdown. Shutdowns affecting existing Tenants will be on an after hour basis as scheduled with RW. All costs inclusive of additional security or operating staff for after hours, weekend or statutory holidays will be at the Tenant's expense.

### **6.33 Water-System Shutdown**

All requests for water-system shutdowns (fire line, domestic water, etc.) must be made in writing to RW. An existing Tenant's request for water will take precedence over a contractor's request for a shutdown. All shutdowns will be on an after hours basis as scheduled with RW. All costs inclusive of additional security or operating staff for after hours, weekends or statutory holidays will be at the Tenant's expense.

### **6.34 Air-Conditioning Units**

Where air-conditioning units are disconnected so that tenant work may take place, the units must be fully serviced by the Tenant before being reconnected to the building system. Notice of such disconnections must be submitted in writing to RW. After the work is completed, the chilled-water system must be flushed (both new and used lines) by the Tenant's contractor.

The Tenant contractor shall provide temporary filters during construction, new filters at the completion of work and, at the discretion of RW, be responsible to clean ducts and coils if necessary.

### **6.35 Balancing Requirements**

#### **A) Air Balancing**

The Tenant will provide RW with an air balance report upon completion of the Tenant work to include the following:

- CFM at each light troffer and diffuser outlet when the thermostat is calling for full cooling and full heating.
- Temperature at furthest light troffer and diffuser
- CFM, static pressure, and temperature at AC-unit outlet when thermostat is calling for full cooling
- CFM and static pressure at exhaust grille and/or air boot outlet
- Supply and return air CFM, static pressure, and temperature at main duct leaving and returning to mechanical room when thermostat is calling for full cooling
- Design and actual readings in all cases.

Any change to VAV boxes shall be noted on an adhesive label showing original and revised minimum and maximum CFM. This label shall be at least 4" X 2" and placed in a readily visible location near the VAV controller. Also to be indicated on this label are corresponding differential pressure values for revised minimum and maximum.

All changes to piping, duct work, and equipment shall be recorded in a record set of drawings and kept on-site at all times.

The air balancing must be complete by the base building designate at the Tenant's expense.

#### B) Water Balancing

Water balancing by an approved contractor is required for all tie-ins to base building water systems. The following items must be noted in the final report:

- GPM at each piece of equipment
- Pressure drop at each column
- Entering and leaving water pressures and temperatures
- Final marked position of balancing valves
- GPM at main service
- Other balancing as directed by RW

Each piece of equipment tied into a base building water system must be equipped with a circuit balancing valve.

### 6.36 Plumbing

Where existing plumbing is being removed from Tenant premises, all water supply, drain lines and vent connections must be removed, from the ceiling spaces back to the core riser, and properly valved and capped.

### 6.37 Carpet Installation

Carpets may not be glued to the floor except when a 'quick release' type of glue or adhesive is used and RW's prior written approval has been obtained. All carpet installations must take place after hours.

### 6.38 Signs and Graphics

a) Building Standard Signage – Tenant identification signs adjacent to the Tenant entrance doors on multi-tenant floors must be in accordance with the building's standard signage at the Tenant's expense.

b) Full Floor Tenants – Full floor Tenants may propose their own signage but such matters as size, colour, content, style, method of attachment and location must be approved by RW prior to installation. The design, fabrication and installation of these signs will be at the Tenant's expense.

### 6.39 Completion of Work

At the completion of work, the Tenant will provide RW with the following:

- a) Complete set of 'As Built' drawings, reflecting all changes made during construction, submit correspondence from project Engineers confirming their review of, and accuracy of drawings
- b) Copies of project Engineers; job progress, site review, final review and acceptance reports
- c) Maintenance manuals
- d) Final certificates (building, hydro, plumbing, etc.), also contractors material and test certificates for sprinkler and standpipe systems revisions and fire alarm and security system verifications.
- e) Fire hose cabinet PRV data showing inlet, outlet and adjusted PRV setting
- f) Occupancy permit (if applicable)
- g) Letters from Tenant Consultants that the installation has been installed in accordance with the his/her drawings and specification and building codes and regulations of all authorities having jurisdiction, copies of job site reports, deficiency lists (including final), etc. air and water balancing reports, two (2) copies

h) WSIB certificates for the period during which the construction was undertaken.

All documentation must be reviewed and accepted by the Project Engineers prior to submission to the Landlord.

All elements of the base building, such as, but not limited to, light fixtures, doors and frames, hardware, etc. which the Tenant removes with or without RW's approval, remain the property of the Landlord and must be delivered to RW. At the completion of the Tenant's work, the Leased Premises must be left clean and in a 'move-in' condition.

#### **6.40 Cleaning**

Without limiting the generality of the foregoing, Tenants should specifically ensure that the following are cleaned prior to occupancy of the Tenant's premises:

- Light fixtures and lenses
- Ceiling and ceiling tiles
- Floor tiles and carpets
- Corridor walls and floors immediately adjacent to Leased Premises, or as directed
- Perimeter induction units (inside and outside) by the building staff
- Lint screens and coils
- The inside face of windows
- Electrical trench header ducts including those adjacent to Leased Premises
- All service rooms
- All venetian blinds

Cleaning shall mean the safe removal of dust, stains, dirt, debris, etc. Failure to comply with the above will result in cleaning being arranged by RW and charges incurred will be at the Tenant's expense.

We recommend the use of the building's cleaning company for all construction and pre-occupancy cleaning.