



## TENANT & DESIGN CRITERIA MANUAL SUMMARY

### Base Building Consultants/Contractors:

- Mechanical Engineers
  - Smith & Anderson **Chris Pappas – 416.218.7056**
  - TMP **Dermot Barry – 416.753.8898**
- Structural Engineers:
  - Read Jones Christoffersen **Philip Sarvinis – 416.977.5335**
  - Quinn Dressel Associates (Recommended) **Ben P Burke – 416.961.8294 ext. 217**
- Electrical Engineers:
  - Smith & Anderson **John Pascoa – 416.487.8151**
  - Mulvey & Banani **Eric Cornish – 416.751.2122 ext 282**
- Sprinklers:
  - Classic Fire Protection Inc **Steve Peckham – 416.740.3000 ext 330**
  - Troy Sprinkler Limited **Peter White – 905.672.5348 ext 231**
  - Onyx Fire Protection **John Lang – 416.674.5633**
- Controls:
  - Continual Energy Inc **Jason Zwicker – 416.225.3120**
- Security System:
  - Securitas Electronic Security Group **Rob Smithson – 416.524.8234**
  - Rycom (100 Yonge) **Dave Hancock – 416.882.0464**
- Interior Construction:
  - Jesslin Group **Deborah Barnes – 416.757.8280**
  - Marant Construction **Remo Vattoretto – 416.425.6650**

### Building Hours

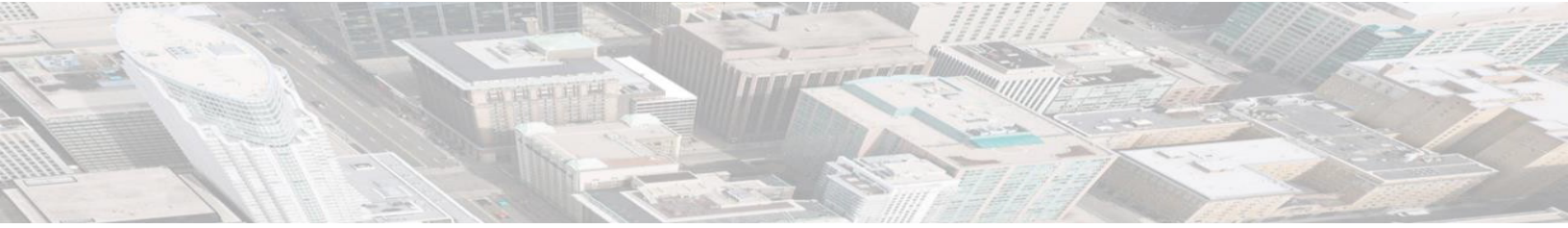
- Monday to Friday 6:30am - 6:30pm Closed Saturday, Sunday and Holidays

### Service Elevators

- Service elevators must be reserved in advance to ensure availability. Please contact Louie Vespa at 416-947-7669 for elevator bookings

### Working Hours

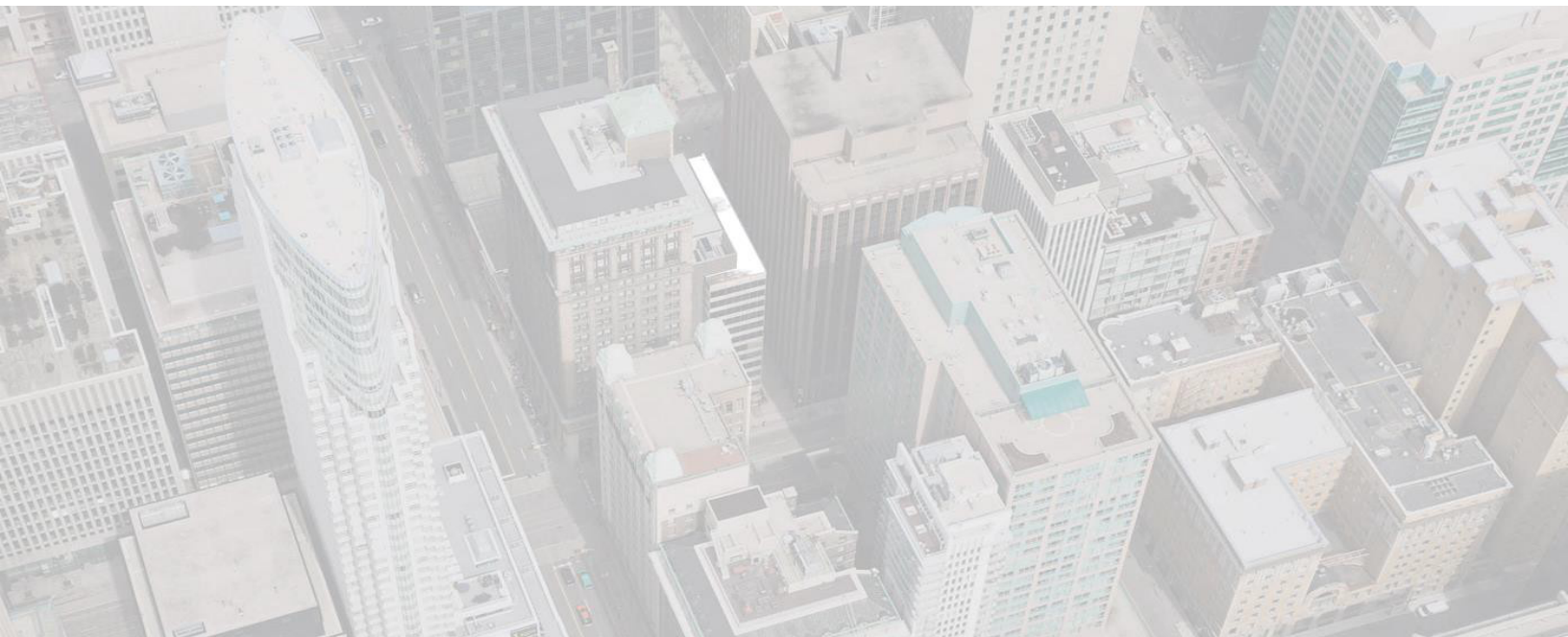
- All noisy and odorous work is to be carried out after business hours noted above – please refer to pg 64
- Any work carried out during business hours will require authorization from the Landlord prior to work being performed
- All products must meet Scotia Plaza's sustainability criteria – please refer to pg 64



## **Construction Guidelines**

- Pre-Construction Meeting:
  - Landlord requires two sets of required documents – please refer to pg 55 - 58
  - Landlord requires 10 business days to review drawings – please refer to pg 55
  - The tenant shall schedule a preconstruction meeting with the landlord once comments have been submitted on drawings
  - The tenant must obtain a Landlord work permit 48 hours prior to the commencement of construction. A hard copy can be obtained from P1 Building Service Center
  - Construction may proceed only after the Landlord has received all of the required construction documentation – please refer to pg 60
- Closing Meeting
  - Two copies of all close out documents must be submitted to the Landlord together as a close out package – please refer to pg 76
  - The close out documentation is to be provided to the Landlord's satisfaction within 120 days of the substantial completion
  - Tenants are responsible to ensure a final cleanup is completed – please refer to pg 77

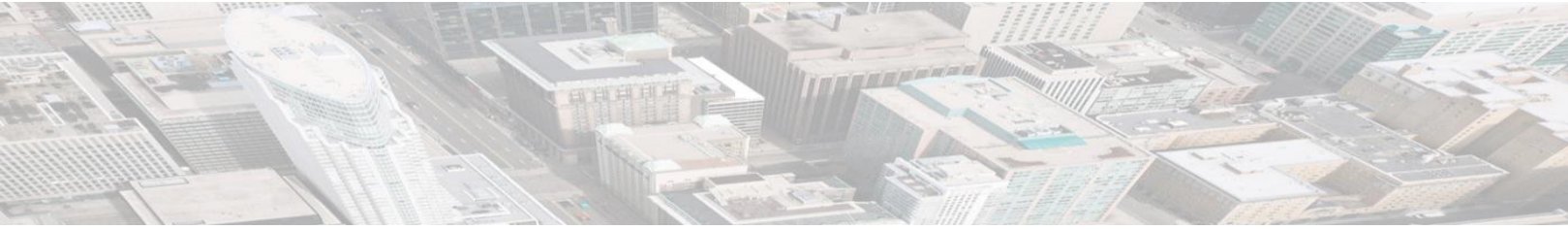
# Tenant & Design Criteria Manual



**100 YONGE STREET**  
Toronto, Ontario



October 11, 2024



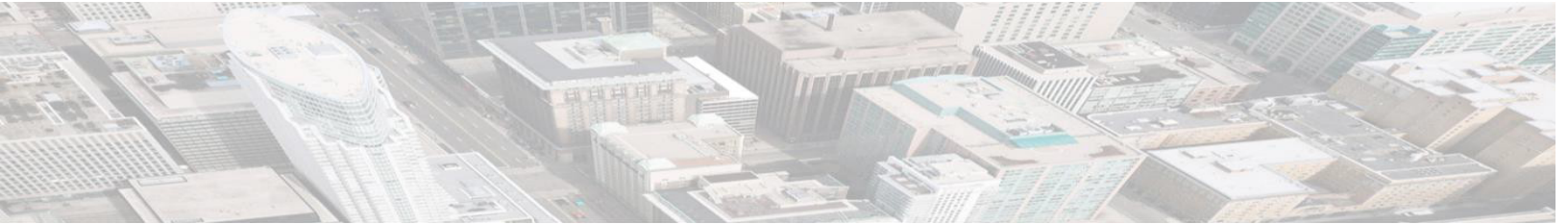
## Introduction

Welcome to 100 Yonge Street, located in Toronto, Ontario. The Tenant & Design Criteria Manual is a resource outlining building specific information pertaining to Tenant services and construction guidelines. This manual consists of three sections:

1. Tenant Services                      Outlines building information, services and the building management team contact information
2. Construction Guidelines            Outlines guidelines for the design and construction of leasehold improvements including pre and post construction information required by the Landlord.
3. Forms                                    Includes all forms associated with tenancy and construction

Should you have any questions or concerns, please contact us at **(416) 947-7660**.

On behalf of Scotia Plaza Management and your building team, welcome to 100 Yonge Street.



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#### **LANDLORD FORMS AND POLICIES**

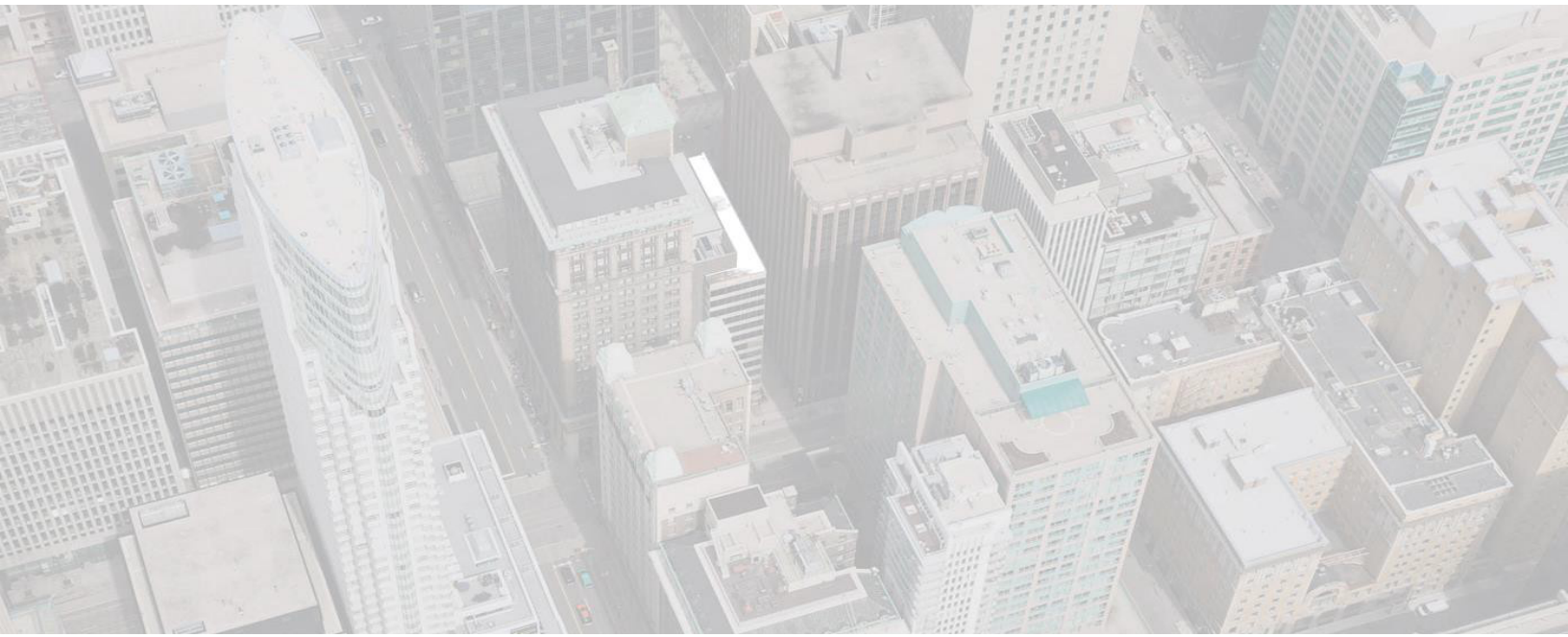
##### **3.A TENANT FORMS**

1. Certificate of Insurance
2. Electronic Funds Transfer (EFT)
3. Persons Requiring Evacuation Assistance
4. Fire Warden Appointee
5. Building Standard Signage Request
6. Tenant Construction Work Permit

##### **3.B CONSTRUCTION FORMS**

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# 1. Tenant Services



**100 YONGE STREET**  
Toronto, Ontario



## **Scotia Plaza Management Office**

40 King Street West  
P1 Management Office  
Toronto, Ontario M5H 3Y2  
T: 416.947.7660

### **Property Management Team General Manager**

Marvin Morgan  
T: 416.947.7671  
mmorgan@scotiaplaza.com

### **Property Manager**

Sacha Kumar  
T: 416-947-7637  
skumar@scotiaplaza.com

### **Assistant Property Manager**

Jennifer Daley  
T: 416.947.7678  
jdaley@scotiaplaza.com

### **Leasing**

#### **Vice President\*, Leasing**

Geoff Rayner  
T: 416.681.6244  
Geoff.Rayner@BentallGreenOak.com

#### **Senior Director\*, Retail Leasing**

Jennifer Crispel  
T: 905-271-5084  
jennifer.crispel@bentallgreenoak.com  
\*Sales Representative

### **Security Desk**

The security desk on the ground floor is staffed **24 hours per day, 365 days per year.**

### **Building Hours**

Though Tenants may gain access to their office at any time, the buildings are closed to the general public outside of regular hours of operation. Regular hours are:

- **8:30 am - 6:30 pm Monday through Friday**
- **6:30 am - 1:00 pm Saturday**
- **Closed – Sundays and Holidays**

Should you require access outside of regular hours, a security access card and suite key is required. Security access cards may be requested from the building security desk (a building standard form is provided for your convenience in the forms section of this manual).

### **Maintenance Hours**

**Building Operations** staff are in the building **7:30am -4pm.** Monday through Friday

### **Building Service Centre**

T: 416.947.7664

### **Operations**

#### **Senior Operations Manager**

John Arruda  
T: 416.947.7674  
jarruda@scotiaplaza.com

#### **Operations Manager**

George Silvestre  
T:416.945.6797  
gsilvestre@scotiaplaza.com

#### **Operations and Projects Manager**

Ken Madden  
T: 416.945.6796  
ken.madden@scotiaplaza.com

### **Security – 24 Hours**

#### **Security Control Room**

T: 416.350.5788





## Holiday Schedule

On statutory holidays, the building will operate under weekend security procedures. Cleaning services and waste removal will resume on the next business day. Tenants with different holiday schedules should advise Property Management as necessary. The security desk is staffed **24 hours per day, 365 days per year**.

The following statutory holidays are observed:

January:	New Years Day	August:	Civic Holiday – Simcoe Day
February:	Family Day	September:	Labour Day
April:	Good Friday	October:	Thanksgiving Day
May:	Victoria Day	December:	Christmas Day & Boxing Day
July:	Canada Day		

## Lighting

Base building lighting is provided via an SPI Executone lighting control system. Typically, fixtures in each suite are wired into the same single zone. Larger suites and whole floor tenants may have base building lighting separated into more zones (up to three). The standard lighting hours are from 6:00am – 10:00pm Monday through Friday. After hours lighting requirement can be requested via the phone system or through security.

## Elevators

The building contains 4 elevators; elevator 5 is the service/passenger elevator; elevators 1, 2, 3, 4 and 5 serve the concourse level to the 18<sup>th</sup> floor, and elevator 5 serves P1 and P2 to the 18<sup>th</sup> floor. Selected elevators may be controlled by security card access. All malfunctions or concerns regarding elevator service should be reported to the security desk located in the main lobby or through Building Service Centre. For immediate assistance, security staff can be contacted by pushing the emergency call button on the elevator control panel.

## Electric Scooter Policy

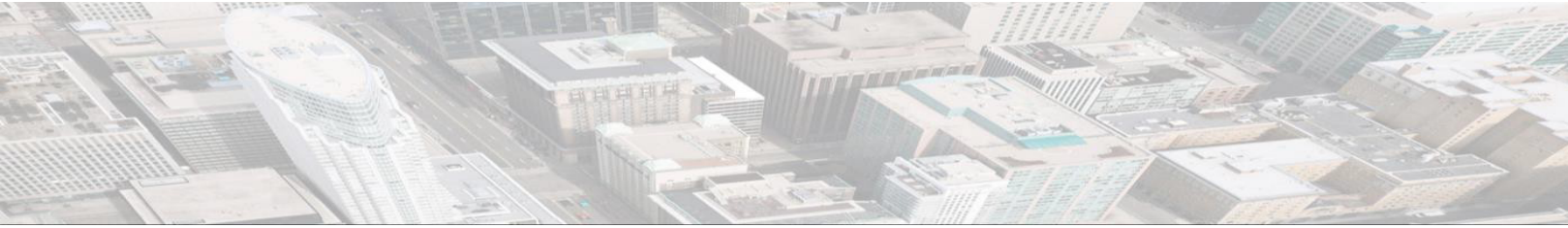
At Scotia Plaza, we prioritize the safety and convenience of our tenants. Please note the following policy regarding electric scooters.

Please be advised that electric scooters are not permitted inside the building under any circumstances. Electric scooter parking is available exclusively for Scotia Plaza tenants in the ground level bike parking area.

Scooter parking racks are available on a first-come, first-served basis. Tenants must register their scooters with the Building Service Centre on P1 and always display a tag on their scooter. To register, please call 416-947-7664 or email [bsc@scotiaplaza.com](mailto:bsc@scotiaplaza.com)

## Loading Dock/Freight Elevator Facilities

The Shipping / Receiving area is shared with Scotia Plaza, and serviced by two truck elevators accessible from Adelaide Street West. Loading dock hours are between 7:00 am – 6:00 pm Monday through Friday. Deliveries outside of these hours must be arranged in advance through Property Management. All deliveries too large to be carried by one person must be brought in through the loading dock/freight elevator facilities. Construction material, furniture deliveries and moves must be booked in advance through Property Management and are to occur outside of the normal business hours of 6:00 pm and 7:00 am. To facilitate quick and efficient deliveries, please advise your vendors of the dimensions of the loading dock and freight elevator. The loading dock floor must be protected by the installation of plywood for the delivery and/or installation of any demolition bins. Any damage sustained to the loading dock or any base building construction will be at the cost of the Tenant.



**Truck Elevator Restrictions**

- Maximum Width:** 10 feet
- Maximum Depth:** 62 feet
- Maximum Height:** 13.6 feet
- Weight Capacity:** 100,000 lbs.
- Number of Bays:** 2

Freight Elevator Dimensions			
<b>Door Height</b>	42 inches	<b>Width</b>	84 inches
<b>Elevator Height</b>	111 inches	<b>Width</b>	81 inches
<b>Depth</b>	57 inches	<b>Maximum Capacity</b>	4,000 lbs.

Maximum time Limit for deliveries: 45 minutes on a first come first serve basis

**General Cleaning Specifications**

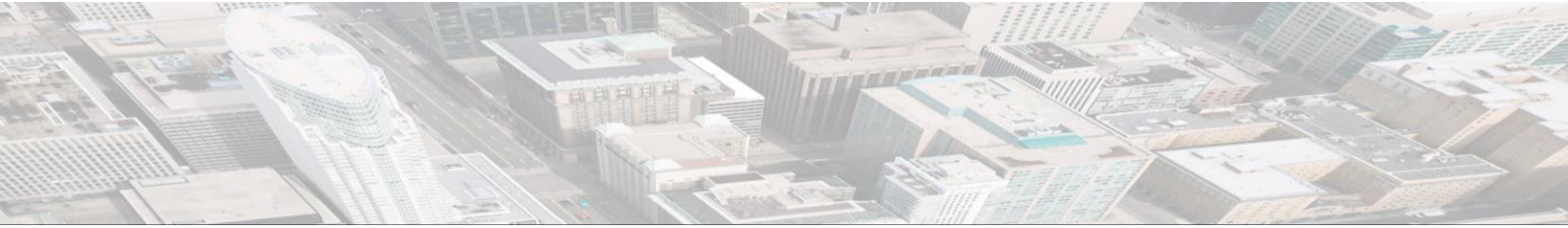
Contracted cleaning staff services all Tenant offices and common areas. Nightly cleaning begins at 6:00 pm Monday through Friday, with the exception of holidays. Tenant office premises include all areas unless specifically secured and requested to be omitted. Common areas include washrooms, elevator lobbies, corridors, stairwells and all public areas. Daytime cleaning staff is on site attending to common areas from 7:30 am to 4:00 pm on weekdays, excluding holidays.

Operations conduct frequent inspections of random Tenant and common areas to ensure the quality of the cleaning service. Regular meetings are held with contract cleaning service supervisors to assess performance and to ensure that the quality standards are met. If you have any comments or concerns, or require any additional cleaning services, please contact us through Building Service Centre

**Office Areas**

Services Include:

- Emptying waste and recycling receptacles and replacing plastic liners (if required)
- Using Microfiber cloths treated with Microban, dusting all horizontal surfaces within arm's reach, including desk and table tops, furniture, fixtures, induction units, window ledges, etc. (sensitive office equipment such as computers **will not** be cleaned)
- Removing finger marks from glass partitions, doors and frames, filing cabinets and light switches
- Vacuuming all carpets in high traffic areas
- Dust mopping and damp mopping all hard-surface floors with environmentally friendly multi-surface Cleaner



- Cleaning of kitchen sinks and counter tops are cleaned provided they are clear
- Dishes and cups are not washed, however this service may be arranged through a special agreement with the cleaning contractor
- All entrance doors are locked during and after housekeeping services
- All regular garbage and recycling will be removed. Contact **Building Service Center** to receive self- Adhesive notes to adhere to large items to be removed

**Note: any items left in or on waste receptacles are not retrievable due to nightly disposal. No additional garbage shall be disposed of unless clearly marked "garbage". Desks with papers and files on them will be cleaned as thoroughly as possible; however, papers will not be removed for cleaning purposes.**

### Periodic Services

- All carpeted floors to be vacuumed wall to wall (weekly)
- Dusting all venetian blinds (quarterly)
- Spray buffing floors (subject to floor finishes) (weekly) (floors to be maintained at an acceptable level at all times)
- Dusting all high reach areas (weekly)
- Dusting vertical surfaces, i.e. sides of desks, filing cabinets etc. (bimonthly)
- Washing of waste receptacles (weekly as required)

### Window Washing

- Exterior windows are cleaned three (3) times per year
- Interior windows are cleaned one (1) time per year
- Exterior granite cleaned one (1) time per year

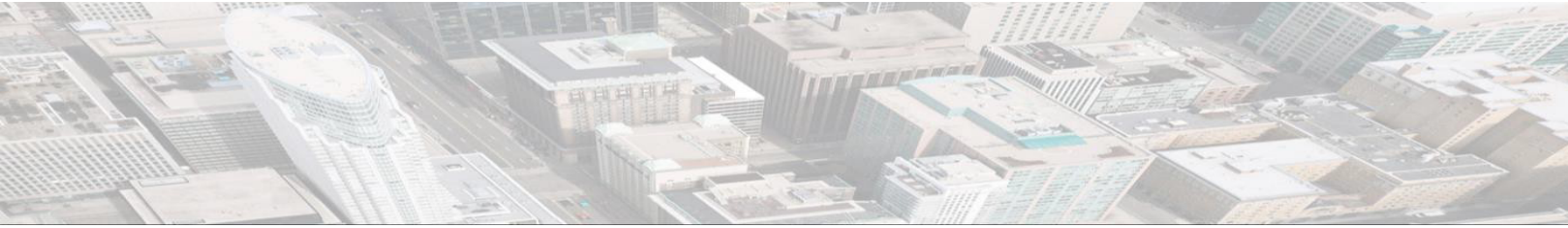
### Washrooms

Nightly Services Include:

- Sweeping & damp mopping floors
- Spot cleaning all walls, doors, door frames and partitions
- Washing and sanitizing basins, toilet bowls, toilet seats (both sides), urinals and tile walls near urinals
- Emptying and disinfecting of waste paper receptacles
- Replenishing all washroom dispensers (hand towels, soap dispensers, toilet paper and feminine products); this is conducted during regular hours
- Washing and polish mirrors, dispensers and all bright metal work such as faucets, automatic flush meters, exposed piping, toilet seat hinges, etc.

### Periodic Services

- Washing partitions and tiled walls (bi-monthly)
- De-liming urinals, toilet bowls and floor drains (quarterly)
- Washing areas above arms reach, including air intakes, lights, door grilles and exhaust grilles (monthly)
- Refinishing hard surface floors (as required). Floors are to be maintained at an acceptable level at all times
- Washing all waste receptacles (bi-monthly)



## Waste Management and Recycling Services

The building management team has developed an extensive waste management and recycling program in an effort to maintain the highest possible waste diversion rate. Scotia Plaza provides recycling receptacles for all workstations, copy centers, boardrooms, lunchrooms and kitchenettes. It is the responsibility of all Tenants to provide waste receptacles throughout their suite. For more information on our recycling program or to obtain additional receptacles, please contact us through **Building Service Centre**

Paper products that **"can"** be placed in the blue bins are:

pop and juice cans	food cans & lids	coloured glass bottles
plastic bottles	food jars	milk jugs
food jars & tubs	card & cover stock	computer paper
white ledger	windowed envelopes	self-adhesive paper
envelopes	bond paper	file folders
coloured paper	fax paper	tissue & wrapping paper
newspapers	magazines	flyers
books & catalogues	telephone directories	paper rolls & Cores
tissue and cereal boxes		

**Do not** place these items in the blue bins:

bubble envelopes	waxed paper	carbon paper
paper plates & cups	facial tissue	paper towel
plastic bags & wraps	string, ribbon & wire	ceramic/clay/china
aerosol cans	paint cans	plastic plates, cups
drinking glasses	light bulbs	plastic cutlery
batteries	food or liquid waste	mirrors
styrofoam products		

### ORGANICS PROGRAM IF APPLICABLE

## Telephone, Internet and Cable Service Providers

Please contact the provider directly for available products and pricing schedules.

## Service Requests

**Building Service Centre 416.947.7664** is your main point of contact for all building requests. This service allows us to quickly respond to your request and to track the progression of your call. Your request will remain a priority until it is completed. Tenant authorization will be required for all non-base building requests prior to proceeding with the work. A 15% Landlord administration fee will be added to the fee billed back to the Tenant.



## **Security Cards**

All replacement or new pass cards are issued **online** through **the tenant Services System**. Access into Tenanted areas for construction purposes must be arranged through the Property Management office.

## **Lost, Stolen or Terminated Access Cards**

The Tenant contact should notify Property Management and/or Security immediately should an access card be lost, stolen or when an employee is no longer employed with the Tenant. In order for the card to be removed from the system, the employee's name and card number is required. Redundant access cards should be returned to security. Replacement cards may be obtained by going online through the tenant Services System. Refer to the service fee schedule for associated costs.

## **Keys and Locksmiths**

All Tenant premises are keyed to the building's master system and are cut and installed by 100 Yonge Limited Partnership's approved designated locksmith. Landlord will supply two (2) keys free of charge when a Tenant moves into the building. Additional keys can be arranged for a minimal charge and should be submitted in writing to Property Management. All doors installed by the Tenant, must be keyed to the base building master system to allow access into the Tenant premises for cleaning and emergency access. All special security measures such as magnetic locks, card access or alternate requirements must have authorization from the Landlord prior to proceeding.

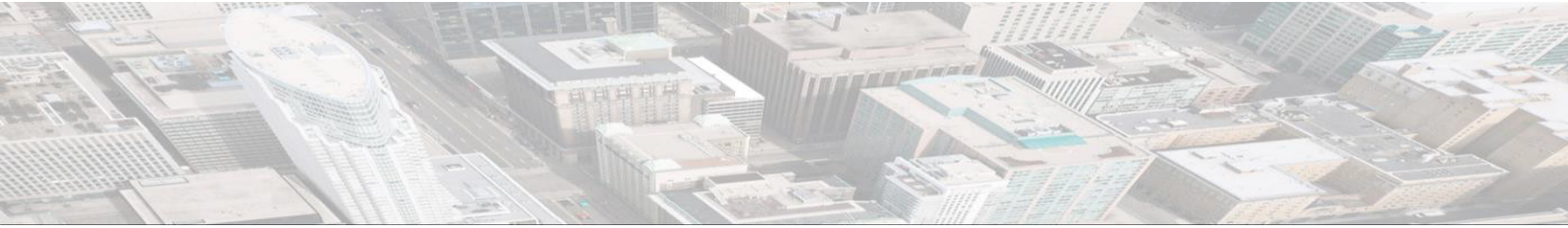
## **Contractor Access**

All contractors previously authorized to work within the premises must sign in **Building Service Centre** to obtain a contractor's badge. All access to contractors is provided by security. Access cards are not provided to contractors.

## **Additional Services**

The Landlord offers a variety of additional services for Tenants including the following: (associated charge back to the Tenant are applicable) billed the applicable hourly rate plus applicable administration fees

- please contact us through Building Service Centre
- Mechanical services – plumbing repairs/service to private washrooms, kitchenettes, etc. can be arranged through Property Management on behalf of the Tenant. Please contact us through Building Service Centre
- Janitorial services - The Landlord's standard cleaning specifications are included in this manual. Should you require additional services beyond those listed (i.e., cleaning of private washrooms, dishwashing, carpet cleaning, etc.) please contact us through Building Service Centre
- Security services – for additional security, fire watches, etc. please contact us through. The Tenant will be billed at a 4-hour minimum and \$24.50 per hour, plus applicable administration fees
- HVAC after-hours – for additional heating, ventilation and air conditioning after building operating hours please contact us through Building Service Centre. The Tenant will be billed \$45.00 per hour with a minimum of 3 hours.



## **Common Areas**

Common areas include multi-Tenant floors, washrooms and lobbies. Tenant's noticing damage within these areas should contact **Building Service Centre**.

## **Signage**

All signage within the elevator lobby and Tenant suite entrances on multi-Tenant floors is standardized. No other signage is permitted. Requests for building standard signage must be submitted to Property Management in writing with the exact wording of the Tenant name(s) including the correct spelling and capitalization to be engraved. The lobby directory sign(s) are activated upon the Tenant's move-in. Please forward the 'Building Standard Signage Request' form included in the forms sections of the manual to the Property Management at your earliest convenience as doorway and lobby signage can take four to six weeks for delivery. Costs associated with the provision of Tenant related signage will be billed to the Tenant.

## **Deliveries**

All deliveries small enough to be carried by one person such as small packages and letters via courier etc., may be delivered through the main elevator lobby and passenger elevators. All large package deliveries and packages in carts/dollies are to be delivered through the loading dock / freight elevator to the Tenant. Large deliveries are not to be delivered through the main lobby. All large deliveries must be delivered through the loading dock / freight elevators on a first come first served basis. Deliveries requiring more than 45 minutes must be scheduled after hours.

## **Building Operators**

Comfort conditions throughout the building are controlled and adjusted by building operators. Any concerns about conditions in your offices can be promptly attended to by contacting us through **Building Service Centre**.

## **Storage Facilities**

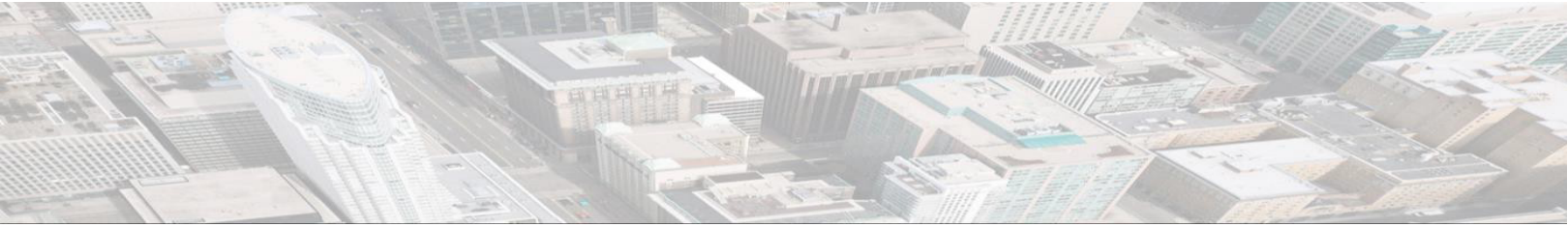
As a service to our Tenants, We can provide a variety of on-site storage room facilities. Please contact Property Management to inquire on availability and costs.

## **Mail Delivery**

Canada Post mail is delivered to the building and left in the Tenant's reception.

## **Pest Control**

Pest control service is provided to cover all common areas including washrooms, elevator shafts, corridors, telephone and electrical rooms, mechanical and sprinkler rooms and lobby areas. Routine inspections are conducted for pest activity and treated as required. Should you require any pest control services within your premises, contact us through **Building Service Centre**.



## **Pets**

Pets of any type, excluding working dogs for the visually/hearing impaired or personal assistance pets, are not permitted.

## **Coffee Brewers & Water Coolers**

The Landlord recommends all coffee brewers and water coolers installed within the complex to be of the manual fill type, where a connection to the building water supply is not necessary. However if this is not possible and a connection to the base building water supply is needed, all connections into the base building water supply shall be in copper tubing and approved by the Landlord and facilitated by an approved plumber, and must comply with Municipal laws and regulations.

## **Smoking**

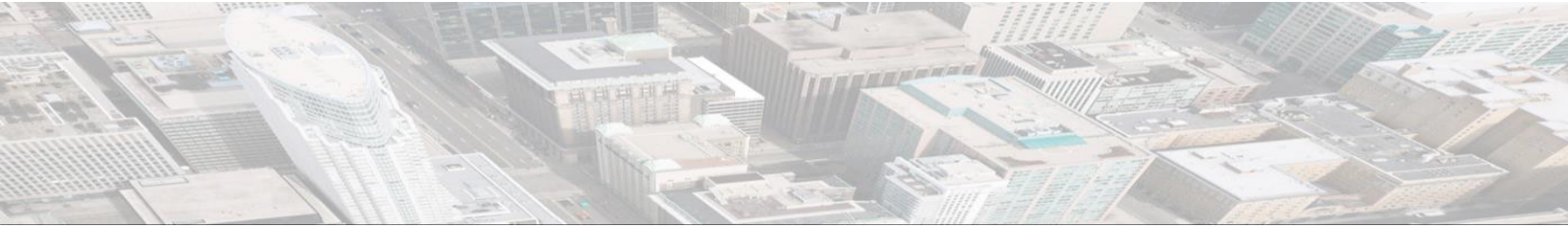
In the City of Toronto, all work places became smoke-free as of May 31, 2006. For a full copy of the Smoke-Free Ontario Act, visit [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca) or the Ministry of Health at [www.mhp.gov.on.ca](http://www.mhp.gov.on.ca). As such, smoking is not permitted in any Tenant premises, including parking facilities, washrooms, lobbies, stairwells and hallways. Smoking is not permitted within 9 meters of any entrance or operable window as per municipal regulations. We remind all Tenants to ensure their employees and visitors comply with this non- smoking policy.

## **Burned-out Lamps/Tubes**

Contact us for the replacement of burned-out lamps and tubes through **Building Service Centre**. As the Landlord does not stock non base building standard lamps and tubes, a charge is applicable to the Tenant for the replacement of these items.

## **Tenant Construction**

Refer to section 2, Construction Guidelines within this manual, which outlines the rules, regulations and Tenant responsibilities pertaining to Tenant construction within the building. The Landlord must approve all proposed construction prior to proceeding with any leasehold improvement work. The Tenant's submittal package must include a complete set of all detailed architectural, mechanical, electrical / communication and structural (as required) drawings outlining the proposed interior leasehold improvements for Landlord review. These drawings will be reviewed solely for compliance with the Landlord's base building and general design standards. The review does not relieve the Tenant, its architect, engineers, contractors or other representatives from ensuring that the proposed design and construction complies with all applicable laws, regulations, directives, latest building codes, or the specific requirements of the lease and any rules, regulations and construction and/or manuals for the building. All work must be performed in accordance with the Ontario Building Code Ontario Ministry of Labour Regulations, the Occupational Health & Safety Act and the Environmental Protection Act.



## Tenant Contact

Each Tenant should designate a Tenant representative to liaise with Property Management regarding the following:

- Provide contacts responsible for the signing of security clearance forms
- Provide a list of home/ cellular phone numbers (the key contacts) in order of priority for after-hours Emergencies
- Provide contacts to participate in the Fire Warden Program
- Coordinate life–safety operations, including fire drills and emergency procedures

## Tenant Insurance

Tenants must have current insurance for their premises at all times as stipulated in the lease agreement. This insurance certificate is to be provided to the Landlord prior to the Tenant assuming occupancy. Annual insurance renewals are to be forwarded to the Property Management team to ensure adequate coverage is provided. Scotia Plaza Management requires a current liability insurance certificate for \$5 million dollars noting the additional insured:

<b>KS 100 Yonge Limited Partnership</b>	<b>BentallGreenOak (Canada) Limited</b>
<b>Partnership ARI 100 Yonge Limited Partnership</b>	<b>BentallGreenOak (Canada) G.P. Ltd.</b>
<b>KS 100 Yonge Development Inc.</b>	<b>Bentall Property Services (Ontario)</b>
<b>Ltd. ARI 100 Yonge Development Inc.</b>	

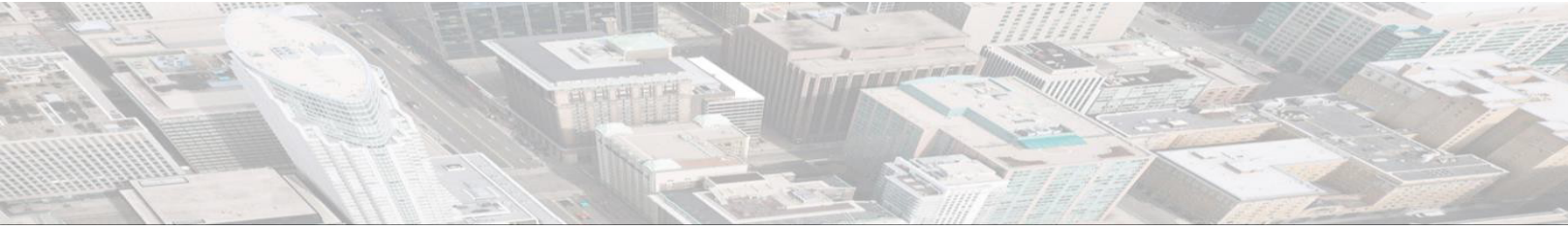
## Moving

Tenant's must advise Property Management of any proposed moves. All moving must be completed after regular business hours. The Landlord requires all vendors performing work within the Tenanted premises, including movers to provide liability insurance for \$5 million dollars and to include the additional named insured as noted below:

<b>KS 100 Yonge Limited Partnership</b>	<b>BentallGreenOak (Canada) Limited</b>
<b>Partnership ARI 100 Yonge Limited Partnership</b>	<b>BentallGreenOak (Canada) G.P. Ltd.</b>
<b>KS 100 Yonge Development Inc.</b>	<b>Bentall Property Services (Ontario)</b>
<b>Ltd. ARI 100 Yonge Development Inc.</b>	

Contact us through **Building Service Centre** should security coverage be required to assist with the move.





## **Rental Payment**

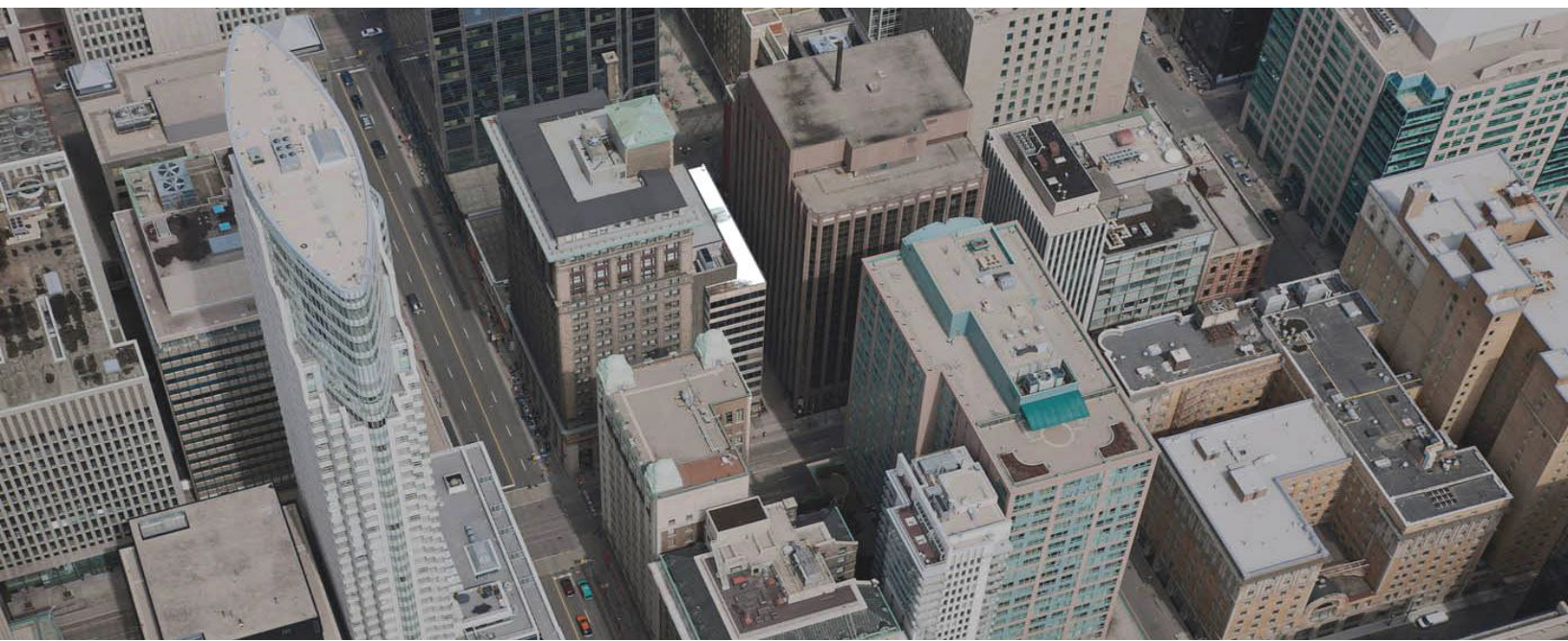
All Tenants receive an initial rent letter detailing the breakdown of rental charges. Monthly invoices are not issued. A revised rental letter will be sent if there are new charges or any changes per the lease agreement (e.g. those due to re-certification of area, addition of re-lamping charges or other adjustments).

We recommend that Tenants use electronic transfer of funds (EFT) as a method of rental payment. Per the lease agreement, rental payments are due on or before the 1st day of each month and should be made payable to:

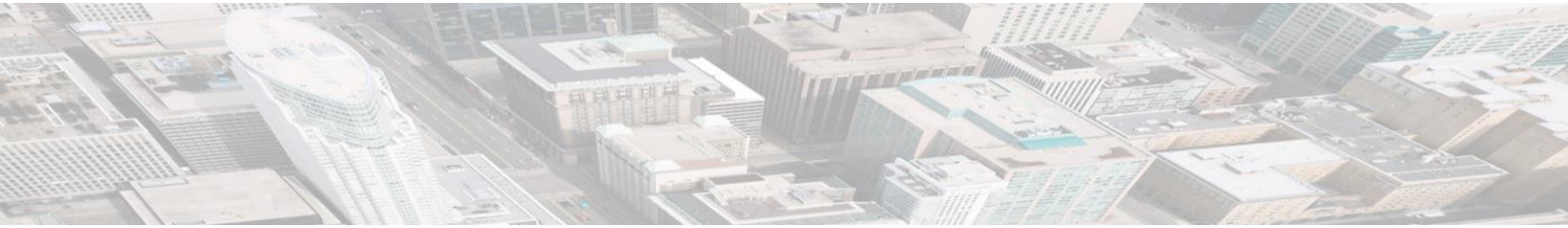
### **BentallGreenOak (Canada) Limited Partnership**

All questions regarding rental payments should be directed to Property Management. For further information on annual adjustments or other payment related inquiries, please contact the Property Management office.

# 1B. Emergency Procedures



**100 YONGE STREET**  
Toronto, Ontario



## Security

The building has a 24-hour security program with a manned front desk. To assist in the after-hours security of the complex card readers are installed in all elevators. Only authorized employees of building Tenants are allowed access through the entrance doors and use of the elevators in the complex after hours. Tenants are supplied with access cards for each of their staff members (at a nominal cost) who require after-hours access to the complex. Refer to the Security access form in the forms section of this manual. Security card access is required from **6:30 pm – 6:00 am Monday through Friday**, weekends and holidays.

Please contact security in an emergency at **(416) 947-7666**

To enhance the overall security of the complex:

- Municipal regulations require all suite doors leading into the common areas to remain closed at all times. The doors provide a fire/smoke separation and also keep undesirables from gaining easy access to your premises
- Report thefts, threats, the presence of undesirables and suspicious or criminal activity to security immediately
- Challenge and check the identification of all service personnel who access your floor
- Report any lost or stolen access cards immediately to cancel and delete cards from the building access control system
- Ensure that your suite is always locked when no one is present. Assign personnel to secure your doors at the end of the business day
- Do not patronize or encourage unauthorized solicitation in the complex
- Encourage a clean desk policy in your office. Secure laptops and other valuables at all times
- Promptly report any flickering or burnt out lights in common areas
- When reporting suspicious individuals or activities, be prepared to provide a full description and details to security

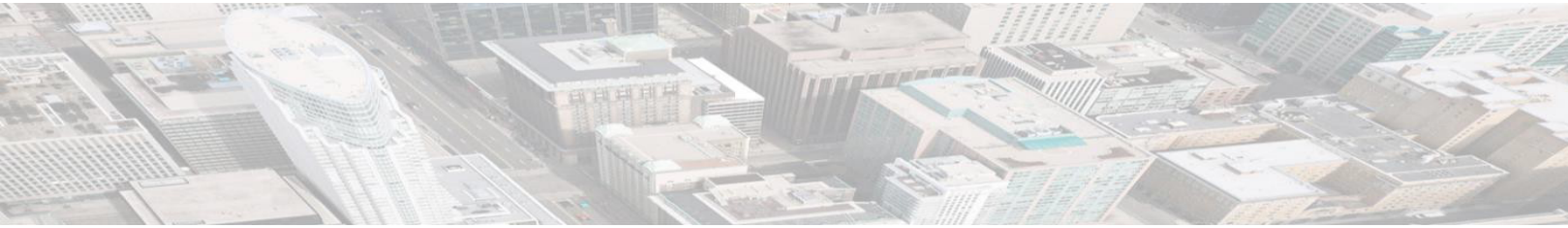
## Workplace Violence

- Make your employer & security aware of suspected threats
- Report any incident to security ASAP
- Remove yourself and / or others to a safe area as soon as possible

## Building Employee or Public Accident

In the event of an accident or illness of an employee or visitor in your premises, we recommend that you:

- Call an ambulance immediately via **911**
- Provide the following information to the operator:
  - Building name and address
  - Any details available of accident or illness
- Call the **Security Control Emergency line at (416) 947-7666** and advise them of the situation
- If possible, have someone meet the emergency unit at the elevators on your floor



Note: The Building staff will place an elevator on independent service for the ambulance attendants' use.

During a medical emergency the following should be avoided

- Moving the patient, unless failing to do so would cause further harm (i.e. patient is face down and not breathing)
- Crowding the patient. This can cause the patient unnecessary embarrassment and stress and create an obstacle for emergency response
- Giving the patient food or water, as this increases the risk of vomiting/choking

Tenants Role

- Ensure First Aid/CPR trained staff are available to provide aid
- Ensure employees are aware of medical emergency procedures and security telephone number: **(416) 350-5788**. Contact security for assistance
- Ensure access is not impeded (freight or corridor by people or items)
- Ensure personnel not providing assistance return to their workstation
- Contact 911 and advise security to assist
- Assist emergency workers to access and depart the area

## Fire Safety In Case Of Fire

Scotia Plaza Management is committed to the safety of the building occupants and we ask that once a warden has been selected for your premises, that they contact the Property Management office for further information. The building has a program for fire prevention and life safety in which all Tenants are required to participate. Each Tenant is provided with copies of the building's fire safety plan and is requested to appoint fire wardens and other key representatives who will interact with the Property Management office. For further information pertaining to the fire warden safety plan, contact the management office.

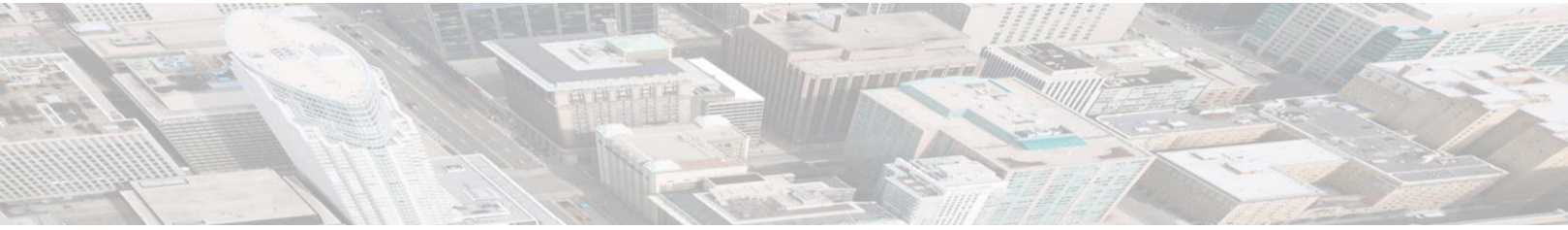
In the event of a fire:

Call the Toronto Fire Department at **911** and the security desk of your building:

- Provide the building name and address
- Provide the floor of emergency
- Provide details of fire
- Operate the nearest fire alarm pull station
- If evacuation is necessary, follow "floor or building evacuation" procedures

DO'S

- Use stairwell exit or other emergency exits only
- If caught in heavy smoke, take short breaths, breathe through your nose and crawl to escape on your knees if necessary, as there is less smoke at floor level



#### DON'TS

- Do not attempt to fight a fire
- DO NOT USE ELEVATORS

Each firm is required by law to take responsibility for their employee's safety and to designate fire wardens and deputy wardens to coordinate safety planning with Property Management.

#### Floor or Building Evacuation

- Keep calm in an emergency
- Close each door of your office as you leave
- Form an evacuation line - two abreast
- Use the enclosed stairwell for evacuation and use the handrails
- Listen to and follow given instructions
- Clear the way for the fire department coming up the stairwell
- Be ready to merge with other people evacuating the building
- Once out of the building, go to your prearranged assembly location a minimum 150 meters away
- Do not use the elevators
- Do not smoke
- Do not run in stairwell
- Do not return to your premise until the "all clear" is given by the authority in charge

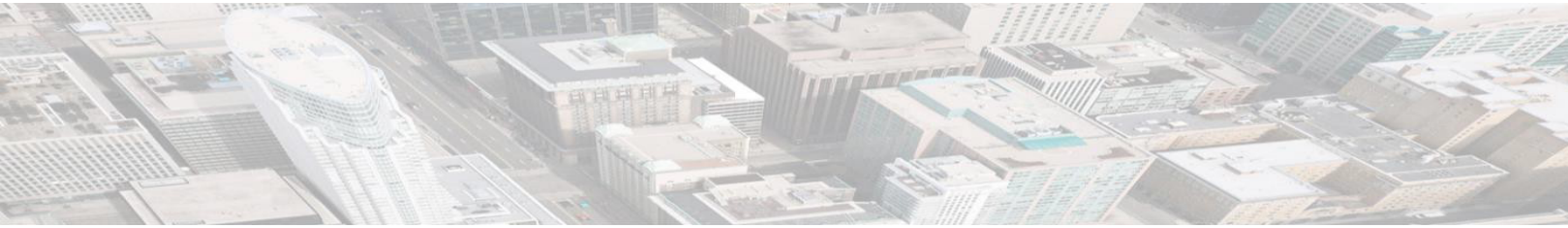
#### Stairwells and Crossover Floors

**100 Yonge** contains evacuation stairwells. Crossover floors are located on **the 5<sup>th</sup>, 10<sup>th</sup>, and 16<sup>th</sup> floors**. If the path is obstructed (i.e. smoke, blockage, or backlog of people), an emergency crossover can be used to transfer to another evacuation stairwell.

- In your stairwell, locate the nearest crossover floor
- Check this door for heat with the back of your hand and for smoke prior to opening the door wide
- If safe, open the door and enter. Locate the next stairwell on the floor (look for illuminated red EXIT sign).
- Check this door for heat and smoke. Enter if safe and continue your decent to ground level
- If possible, decent the stairwell with a partner. Hold the handrail and do not run. Exit the building at the street level where you will receive further direction. Tenants are encouraged to regroup in their predetermined designated meeting area. Ensure all staff is aware of this location.

#### Evacuation Drills

Annual evacuation drills are mandatory by the Ontario Fire Marshall's Office as a means of practicing emergency preparedness. Throughout the year, Tenants are requested to participate in full building evacuation drills.



## Evacuation Assistance

To assist us in complying with fire regulations, please provide us with the names of all persons within your premises that require assistance during evacuation of the building in an emergency situation. Refer to the "Persons Requiring Evacuation Assistance" form located in the forms section of this manual.

## Trapped in an Elevator

Elevators are one of our safest modes of transportation. However, they do occasionally malfunction. We advise any person who becomes trapped in an elevator to use the intercom for communication with the security desk, which is manned 24 hours a day 365 days a week. An emergency call will be placed to a maintenance contractor. A technician is usually on site within 30 minutes.

What to do during elevator malfunction:

- Press alarm button
- Give the operator your name, elevator number and firm's name
- Do not try to force open the elevator doors or leave the elevator

## Power Failure

The building is equipped with a diesel backup generator that supply's power to the building's critical systems, emergency lighting, fire and life safety equipment and elevator(s).

## Bomb Threat

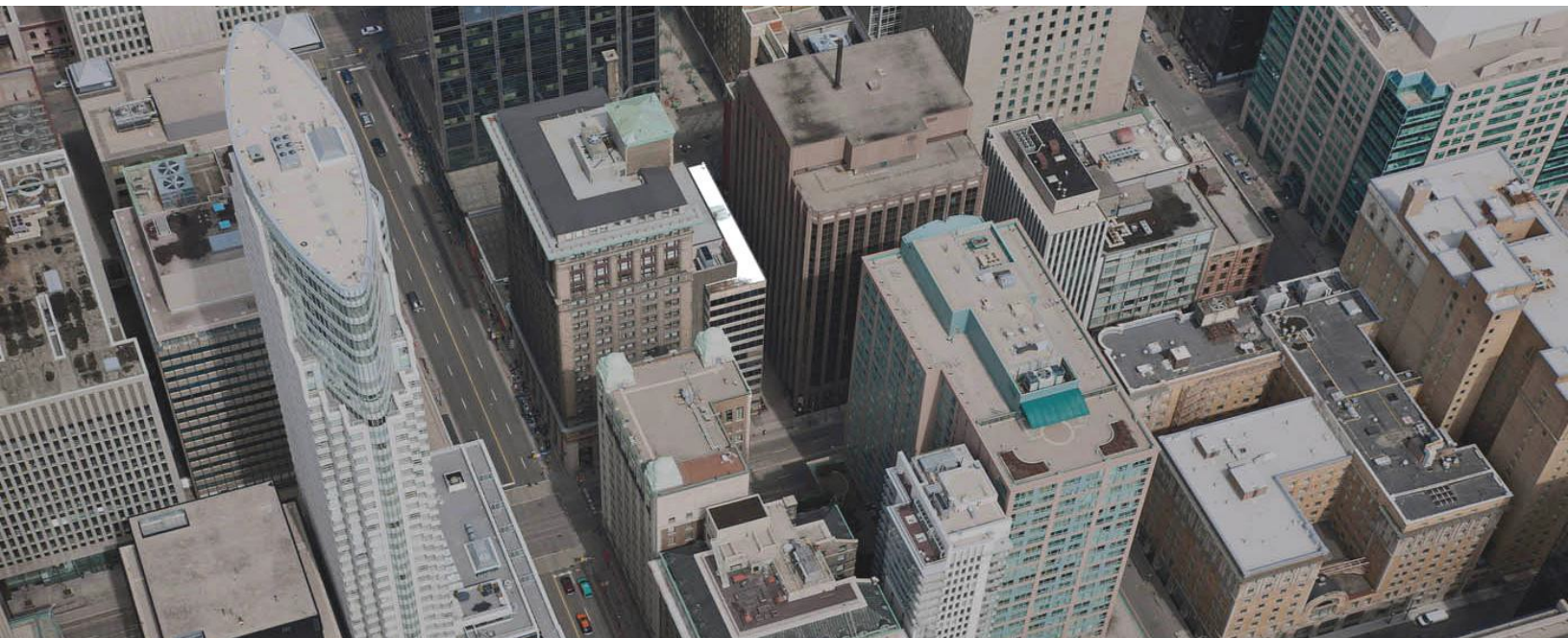
All bomb threats must be taken seriously. If the caller is familiar with the building and specific about the location of the bomb, it is very likely a real threat.

If You Receive a Bomb Threat

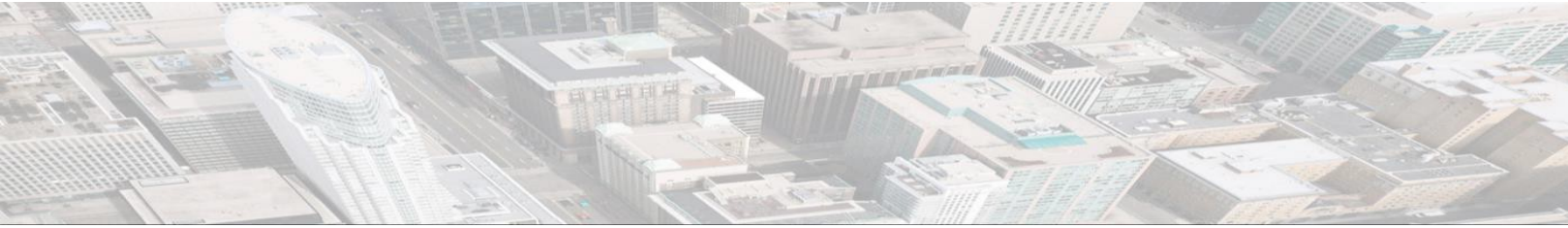
- Call the police at **911** and advise them of the building and location of the threat.
- Call the **Security Control Emergency line at (416) 947-7666**

If you locate an unidentified package, call the police immediately at **911** and **Security Control Emergency line at (416) 947-7666**. Never touch the package.

## 2.A Construction Guidelines



**100 YONGE STREET**  
Toronto, Ontario



## **Introduction**

The information outlined within the Construction Guidelines section provides guidance and recommendations to Tenants in the design and construction of leasehold improvements before, during and after substantial completion of their project. Procedures and requirements established by Scotia Plaza Management are noted within this section. Please refer to the Sustainable Construction Guidelines section for information regarding recommended sustainability construction guidelines. It is the Tenant, or the Tenant's agents' responsibility to notify and obtain the Landlord's approval of all proposed leasehold improvements within the leased premises however small or limited in scope. Adherence to all provincial guidelines relevant to Tenant's work is mandatory. In the event of any conflict between this manual and the lease, the provisions in the lease or any other specific written agreements between the Landlord and the Tenant shall prevail. This manual does not override any applicable bylaws or governing authority having jurisdiction. The information provided here applies as a general rule and should be thoroughly reviewed by the Tenant, Tenant's agents, consultants, contractors and vendors to ensure that the Landlord is provided with all the documentation required to complete construction. The Tenant is solely responsible for errors/omissions and/or failure to adhere to base building policies and requirements.

The intent of the Landlord's review of the Tenant's drawing submittal package is to obtain information pertaining to the proposed design of the premises and to identify the impact the design may have on the base building systems; structurally, electrically and mechanically as well as on surrounding Tenants. The Landlord's review is not intended to agree or confirm the consultants' design accuracy pertaining to relevant codes, standards, by-laws or any requirements by governing jurisdictions. It is recommended that the Tenant's contractors and/or designers visit the site to inspect and verify all site conditions prior to commencement of the proposed design.

The contents of this manual are to be read in conjunction with governing lease documentation. The Landlord reserves the right to amend or add to the information in the manual at any time and the Tenant is obliged at its sole cost to abide by such changes. This manual is intended to reflect only standard conditions or situations and does not amend the formal lease agreement, which is to govern in the event of any inconsistencies. In the event of any ambiguity of, or missing to the wording of this document, the approval authority to proceed or not to proceed with Tenant work remains solely with the Landlord. Permission to deviate from the criteria contained herein must be obtained in writing. Notes on drawings in conflict with the design criteria have no validity.





## Tenant Coordination

The Landlord will guide and assist the Tenant through the construction process. All questions and Tenant drawing submittal packages relating to Tenant improvements are to be addressed to: **Marvin Morgan, General Manager**

### Property Management Team

#### General Manager

Marvin Morgan  
T: 416.947.7671  
[mmorgan@scotiaplaza.com](mailto:mmorgan@scotiaplaza.com)

#### Assistant Property Manager

Jennifer Daley  
T: 416.947.7678  
[jdaley@scotiaplaza.com](mailto:jdaley@scotiaplaza.com)

### Operations

#### Senior Operations Manager

John Arruda  
T: 416.947.7674  
[jarruda@scotiaplaza.com](mailto:jarruda@scotiaplaza.com)

#### Operations & Projects Manager

Ken Madden  
T: 416.945.6796  
[ken.madden@scotiaplaza.com](mailto:ken.madden@scotiaplaza.com)

#### Building Service Centre

T : 416-947-7664

### Construction Team

#### Senior Operations Manager

John Arruda  
T: 416.947.7674  
[jarruda@scotiaplaza.com](mailto:jarruda@scotiaplaza.com)

#### Construction Coordinator

Paul D'Alberty  
T : 416.378.7605  
[pdalberty@scotiaplaza.com](mailto:pdalberty@scotiaplaza.com)

### Security – 24 Hours

#### Security Control Room

T: 416-350-5788

## Selection of Consultants and Contractors

**416.947.7664**

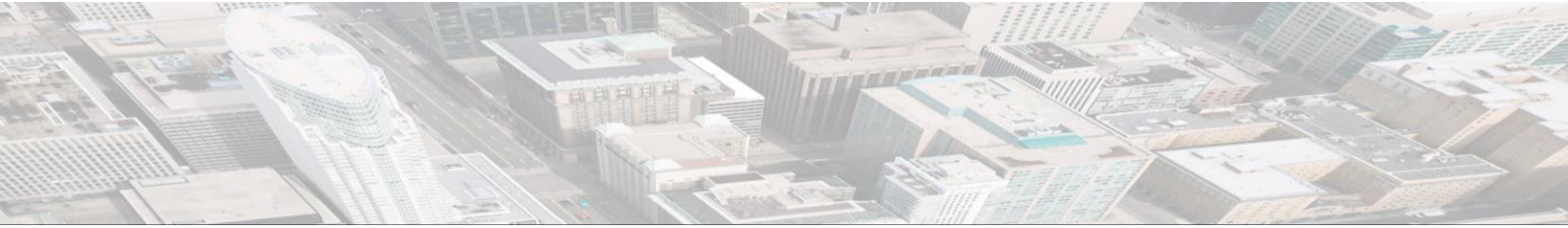
Tenants are required to employ competent professionals in the architectural, structural, electrical, mechanical and sprinkler distribution system design fields, relative to their proposed leasehold improvement work. All drawings must be stamped and signed as required by each discipline. Refer to section Sustainable Construction Guidelines for design criteria pertaining to recommended sustainable construction guidelines.

The Landlord recommends retaining the services of the base building engineers and consultants. A drawing review fee will be charged back to the Tenant, plus a 15% administration fee, for all drawing reviews prepared by the base building consultants to review submissions prepared by other consultants. All Tenants must use a reputable general contractor to supervise and oversee sub-trades throughout their construction. Contractors performing work within the property must be approved by Scotia Plaza Management prior to being engaged to perform work. Individuals, owners and franchisees are not permitted to act as contractors, in order to minimize the risk and liability of both the Tenant and Landlord. The general contractor will be held responsible for all activities on site and must be in compliance with the Landlord's construction policies and procedures.

## **2.B Base Building Specifications, Standards & Construction Information**



**100 YONGE STREET**  
Toronto, Ontario



## Base Building Specifications

### Property Description

<b>Year Built:</b>	<b>1989</b>
<b>Gross Building Area:</b>	<b>242,287 Sq. ft.</b>
<b>Gross Rentable Floor Area:</b>	<b>14,000 Sq. ft.</b>
<b>Number of Floors:</b>	17
<b>Number of Floors below Ground:</b>	4
<b>Crossover Floors:</b>	<b>5, 10, 16</b>

### Technical Specifications

<b>Typical Standard Power:</b>	120/208//600V
<b>Light Power:</b>	<b>347/120V</b>
<b>Ceiling Height:</b>	8'6" to suspended ceiling system
<b>Building Envelope:</b>	<b>Pre –Cast</b> Concrete/Marble/ historical Robert Fairweather Facade
<b>Washrooms per Floor:</b>	1 ladies; 1 men's
<b>Sprinkler System:</b>	Yes
<b>Fire Detection System:</b>	Yes
<b>Length of Fire Hose:</b>	100'

## Design Specifications and Standards

### Elevator Lobbies

Elevator lobby finishes on multi-Tenant floors will be agreed upon with the Landlord on an as per floor basis. The floor and wall finishes on multi-Tenant floors are building standard finishes and must be maintained unless prior written approval of the Property Management team is obtained. On multi-Tenant floors, the elevator doors will remain base building standard and may not be modified without the prior written consent of the Property Management.

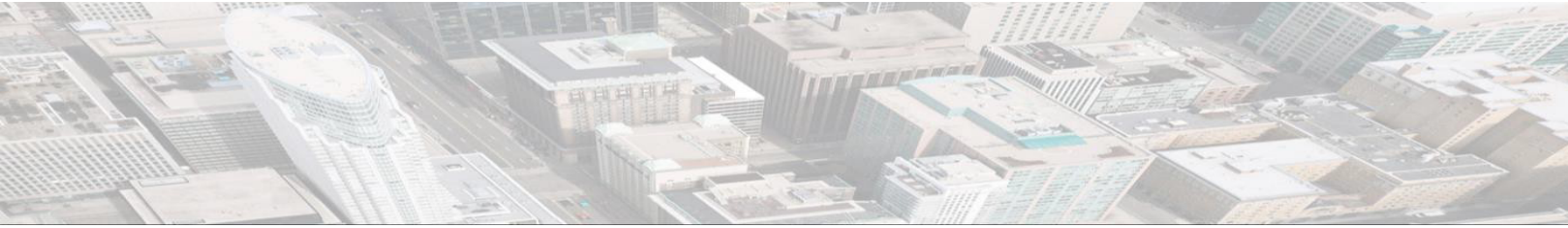
### Floors

Base building floors are finished concrete floor slabs suitable to receive carpet.

All kitchens, washrooms and added mechanical spaces must have waterproofed concrete-curbed floors with floor drains installed. Floors in shower rooms are to be waterproofed prior to the installation of floor coverings.

### Walls

Core walls, exterior walls, columns and Tenant demising partitions are taped, sanded and primed (per lease obligation). All interior partition walls must terminate at an existing building window mullion. Any proposed 'jogs' in partitions to align with window mullions must be approved by the Landlord, and must not interfere with any building systems. All mullions are to remain the base building colour; they are not to be painted or screwed into for partition installation. Partitions located within private washrooms, showers, kitchenettes or any area with the use of domestic water must be constructed with water



resistant wall board. Insulation within walls must be kept a minimum of one (1) meter above floor level to avoid potential mould growth due to water leaks. Revisions to Tenant's floor plans including changes to partition locations require review and possible modifications to the base building HVAC and life safety systems. The Tenant is responsible for all costs associated with modifications required to the base building systems to accommodate Tenant work.

## Demising Walls

All Tenant/Tenant and Tenant/corridor demising walls are to be constructed with metal studs, acoustic insulation and gypsum wall board from the floor to the underside of the structural slab above. Drywall is to be notched around the suspended T-bar ceiling system and sealed as required to meet relevant building codes and standards to prevent noise leakage and smoke separation. Should the Tenant encounter areas that do not meet this standard during the course of their work, it is the Tenant's responsibility to ensure that these areas are brought to compliance at the Tenant's sole expense.

## Hardware

All door locks installed by the Tenant, on both entrance and interior doors must be keyed to the building master keying system. It is the contractor's responsibility to ensure the correct keyway is installed to accommodate the master key system. Suite entrance/egress door hardware will be commercial standard lever hardware with base building standard finishes. Closers are to be mounted on the Tenant side of the door and will have a silver/aluminum finish. Base building locksmiths are required to change the keying of any locks. Outside locksmiths are NOT permitted to change the keying of any locks.

## Window Coverings

Building standard window coverings and necessary hardware will be provided by the Landlord and must not be removed. Any proposed alterations to the base building standard are subject to approval by Landlord. Prior to any Tenant construction, window coverings must be protected with plastic.

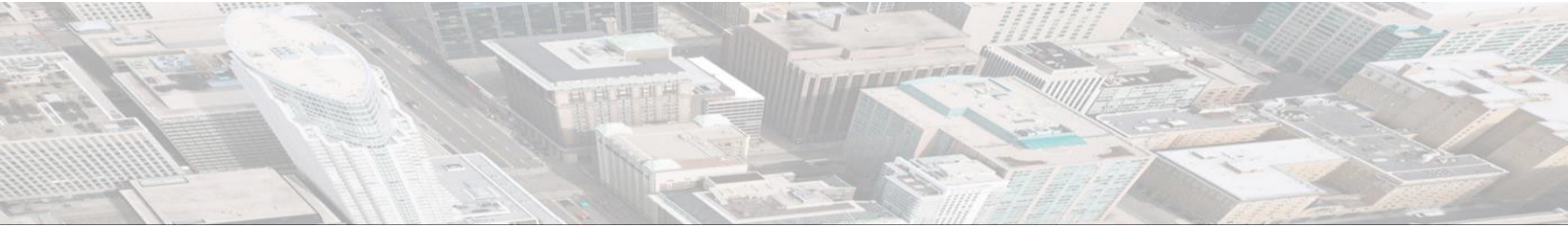
## Signage

Suite signage will be in accordance with the base building standard criteria including signage style and location, at the Tenant's expense. All signage visible from the exterior of the suite must be approved by the Landlord in writing.

## Suite Entry Doors

Base building standard suite entry door options are noted below:

- One single 3'-0" x full height wood veneer door & wood frame with base building stained finish
- One single 3'-0" x full height glass door & frame, brushed chrome top & bottom rails
- One single 3'-0" x full height wood door & frame with 18" full height sidelight with wood frame
- One single 3'-0" x full height glass door & frame with 18" full height sidelight with matching brushed chrome top & bottom rails
- Double full height wood veneer doors & frame with base building stained finish
- Double full height glass doors & frame with brushed chrome top and bottom rails



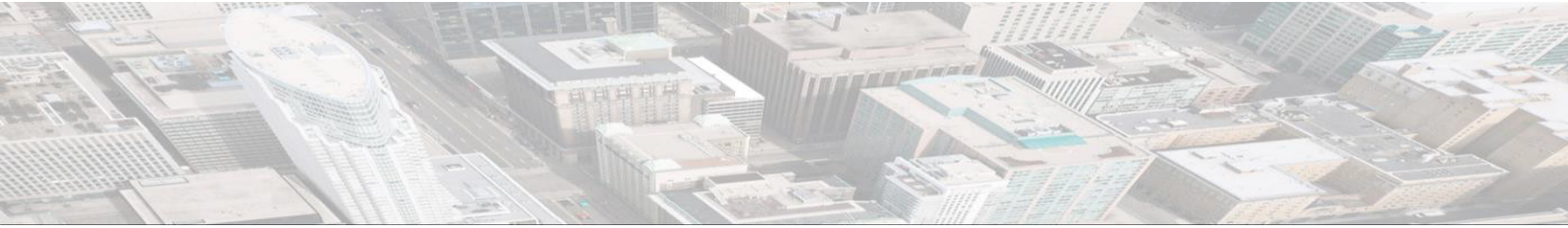
All proposed film applications on suite glass doors and sidelights must be approved by the Landlord prior to installation.

## **Heating, Ventilation and Air Conditioning (H.V.A.C.) Control Systems**

This section is intended to briefly outline the building HVAC system. Air is distributed through a dedicated VAV (variable air volume) compartment fan on each floor, through ductwork controlled VAV control boxes, and introduced into the space through diffusers. Air must move laterally through the office area to the core. If partitions extend to the underside of the structure, openings must be provided for the free movement of air. Any addition or relocation of thermostats, VAV boxes, diffusers etc. deemed necessary to accommodate the Tenants floor plan shall be the responsibility of the Tenant. The Tenant shall not directly utilize the base building exhaust system to accommodate any special room use. Radiant heating units are located at the building perimeter. Furniture layouts must be designed to allow access to the perimeter units (minimum 18") for service and maintenance. The Landlord must approve all proposed demised premises to ensure each space receives adequate air flow. Air transfer ducts must be installed in all baffles located above the suspended ceiling. The Tenant should give consideration to the provision of supplementary cooling for interior conference and server rooms. Maintenance contracts must be in place with a building approved contractor directly with the Tenant to service all Tenant equipment. Provide documentation to Property Management as confirmation of the completion of required equipment maintenance. The contractor is to balance the air system upon completion of work.

The design criteria for office space is as follows:

- In winter 22°C (72°F) with 25% relative humidity at outside conditions of minus 20.5°C (-5°F)
- Summer 24°C (75°F) with 50% relative humidity at outside conditions of 30.5°C (87°F) dry bulb and 22°C (72°F) wet bulb temperature
- New ductwork to be sized at the face velocity of less than 2000 fpm
- VAV (variable air volume) box airflow shall not exceed its rated maximum (as indicated on box and /or equipment cut sheet)
- New diffusers shall be sized based on noise criteria (NC), not to exceed NC 30
- New Tenant HVAC equipment design to comply with ASHRAE 90.1-2010 requirements for energy efficiency. Tenant to provide the Landlord with a brief narrative and new equipment shop drawings to verify compliance
- New Tenant HVAC design to comply with ASHRAE 62.1-2007 requirements for minimum outdoor air ventilation. Tenant shall provide the Landlord with ventilation rate calculations to verify compliance
- General ventilation rate (outside air capacity) will be 0.13 cfm per square foot of occupied area. (20 cfm per person with one person per 150 square feet) with filtration and humidification provided
- Balancing of the air system will be done by the Landlord's balancing contractor at the Tenant's cost. A copy of the balancing report will be forwarded to the Landlord for review as part of the close out documentation
- All modifications to the base building control system are to be performed by the mandatory base building contractor, at the Tenant's expense. Air transfer ducts must be installed in all sound baffles above the ceiling. Engineered air transfer ducts must be installed in all demising walls. These must include proper fire damper installation as may be required by governing bodies.



## Controls

Provide for new and relocation of existing control components as indicated on drawings;

- Controls must be installed by the base building controls contractor and must be calibrated & cleaned at the expense of the Tenant
- All new controllers for major HVAC equipment (e.g. A/C units) shall be capable of communicating **DIMAX Building Automation Systems.**

## Electrical Systems

### General

The telephone/electrical rooms provided on each floor are intended only for building communications and electrical services and are not intended for Tenants' use. All Tenants' equipment must be located within the Leased premises. The Tenants shall engage the services of base building approved contractors only. All other installations are not permitted. Contractors are to ensure wires are carried in EMT conduit secured to the structure. Exposed wiring, where approved by the Landlord must meet current regulations. All liability resulting from the contractor's failure to meet this requirement is at the Tenant's cost. The contractor is responsible for the removal of any abandoned cabling or wiring within the premises. Contractors are responsible for ensuring that electrical rooms are kept clean at all times.

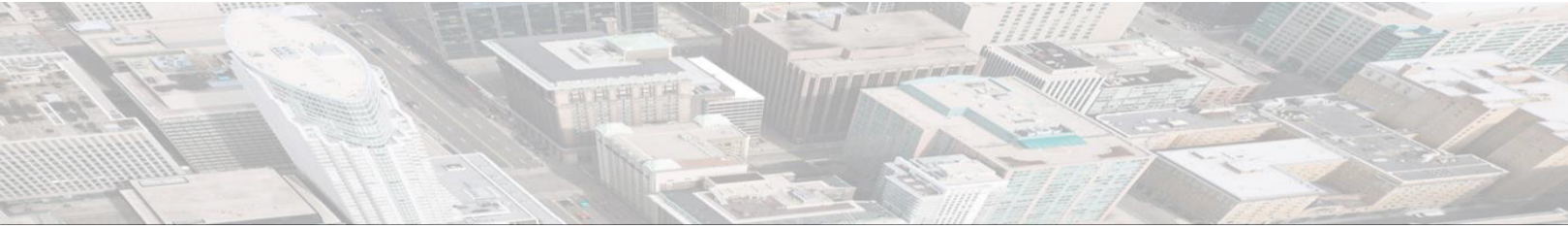
- The electrical contractor shall submit shop drawings for power distribution equipment, fire alarm equipment and all luminaries with associated equipment, i.e. poles, brackets etc. to the Landlord
- The shop drawings shall bear the name of the manufacturer, the manufacturer's catalogue number, and the engineer's designation, along with all pertinent information on each piece of equipment
- The electrical contractor shall provide one set of blueprints, for 'as built' purposes, and make all necessary revisions on these blueprints to reflect actual on-site changes

### Lighting

The Landlord supplies lighting fixtures, complete with modular wiring system for Tenant areas on the basis of one fixture per 66 sq. ft. installed within the 2'x4' ceiling grid. Lighting will be provided on an open floor basis to approximately 50-55 foot candles maintained.

All fluorescent lighting, including new, shall be no less efficient than T8 fixtures with a base standard lense. Tenants will be required to provide local switching within their leased premises. Tenants are encouraged to reduce electrical and plug load requirements by specifying occupancy sensors and Energy Star certified electronics and equipment where possible. In open spaces with 15 feet of windows, the Tenant is encouraged to make use of perimeter day lighting control to turn off perimeter lights when ambient light provides sufficient illumination. The Tenant is encouraged to install occupancy sensor control of lighting in all utility closets, board rooms and private offices.

The Tenant may order additional light fixtures through the Landlord at the Tenant's Cost. All base building light fixtures required by the Tenant during leasehold improvements will be billed back to the Tenant directly. The general contractor or subtrade may not purchase light fixtures directly from the Landlord.



## Power

The Tenant shall provide a service panel within their suite direct from the floor's electrical room. The location of the service panel requires Landlord's approval. Tenant's installing large heavy duty services (computer rooms, etc.) requiring non-standard power consumption are required to install a "check" meter.

## Meters

Electrical meters will be required for heavy non-standard use such as computer rooms, after normal hours operations, and all Tenants located in the retail areas of the base building. Should the Landlord, for submetering purposes, deem an electrical check meter necessary, a "Carma" meter is to be installed. A calibration report and shop drawing is required from the manufacturer. The "Carma" meter is the base building approved system. As models will vary based on the application to be served, the model is to be specified by the Tenant's engineer and verified by the Landlord's base building team. All documentation regarding the meter installation must be handed to Property Management to ensure certification of the meter has been performed to provide accurate billing. The Landlord will accept no alternative meter. All costs associated with check meter installations are at the sole expense of the Tenant.

## Data/Communications and Telephone

Telecommunication outlets shall be enclosed within conduit within Tenant partitions. All switchboard facilities and all wiring shall be provided by the Tenant. The Tenant's Service provider shall carry out arrangements for connection of telephone services. Telecommunication cabling must be installed within conduit in parking garages, and common areas from the riser room to the Tenant's premises. All exposed conduit visible within base building is to be painted at the Landlords request. Base building procedures for any core drilling must be followed prior to the commencement of work. The contractor is to ensure that all vertical and horizontal holes associated with their conduit runs are to be fire stopped with HILTI manufactured product only.

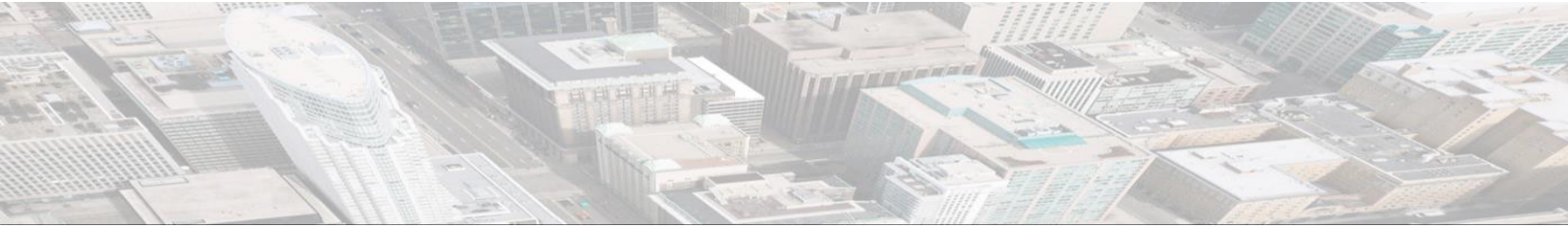
The contractor must ensure that cabling is installed in a professional manner and that cabling is properly labeled at both ends and on every floor in order to determine ownership for future considerations. Cables must be independently supported to base building infrastructure only and "strain relieved".

## Emergency Power

The building is equipped with an emergency diesel generator and automatic transfer switch to provide power for the following loads:

- diesel fuel pump
- egress lighting
- exit lighting
- fire alarm system
- security system
- elevators

## Switches (As applicable to site)



The building is equipped with a low voltage lighting control system. Under this system, each floor is divided into lighting zones that are automatically controlled.

Switches shall be suitable for the voltage and load controlled and can be single pole or three way. White rocker style switches shall be used for low voltage lighting control and 120V circuits in all finished areas not on lighting control. White toggle style switches shall be used for 347V circuits in all areas not on lighting control. In open spaces within 15ft of windows, the Tenant will make use of perimeter day lighting control to turn off perimeter lights when ambient light provides sufficient illumination. The Tenant is encouraged to install occupancy sensor control of lighting in all utility closets, board rooms and private offices.

Perimeter base building lighting on every floor will be automatically turned off during non-business hours, at a minimum from 10 pm until 6 am. All accent and specialty lighting must be turned off during non-business hours, at a minimum from 11 pm to 6 am.

## **Ductwork Systems**

Provide ductwork as indicated on drawings. Protect ductwork, prior to installation, with poly to ensure that dust and pollutants do not accumulate within the ductwork during construction. If ductwork is installed in the ceiling plenum but is not yet connected to the HVAC system, ensure all openings are covered with poly until connections can be made. These practices are in accordance with SMACNA's IAQ Guidelines; provide all ductwork to "SMACNA" standards. Fabricate all ductwork from galvanized steel to the clear inside dimensions as noted on the drawings, with all flat surfaces cross broken. Install all ducts free from leaks and seal all holes with sealant.

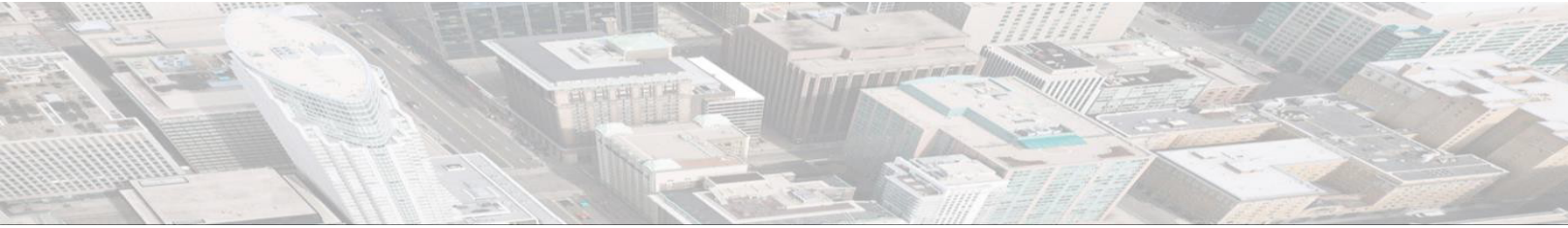
Provide approved access doors to all balancing and fire dampers. Supply and install splitter dampers at all supply air branch take-offs. Dur-Dyne SRP or equal hardware. Paint [see paint specification] inside ductwork black where visible through grilles, etc.

## **Plumbing Systems**

This section outlines current base building plumbing specifications and minimum standards.

- Plumbing vents are not necessarily shown on drawings. However, install vent systems in accordance with provincial standards/ regulations.
- Insulate all domestic cold water piping, horizontal condensate drain lines and hot water piping with 1" thick fiberglass heavy density pipe insulation with service jackets and a factory applied vapor barrier jacket. Clearly label pipes contents on pipe surface (i.e. D.H.W. or D.C.W.) and identify flow direction.
- Piping shall be concealed in finished areas and grouped so that valves etc. are accessible through as few access panels as possible. Run piping parallel to building lines with crossing over kept to a minimum. Identify all visible piping fully exposed or in accessible spaces (i.e. suspended ceilings) with legend lettering, direction of flow and field colour band to meet code requirements.
- Tenants requiring hot water must provide their own hot water tanks
- Water meters are required to be installed for consumption charges if deemed necessary by the Landlord





Hot water tanks must be equipped with a metal drain pan underneath the tank equipped with a drain and a water detection system, Flood Stopper is the recommended device for leak detection. All floor penetrations for drains must be x-rayed and approved by the base building structural engineer prior to proceeding with the work. Core drills must be caulked and seated properly to avoid water infiltration into the Tenant’s space below. All new or existing holes are to be filled with non-shrinking hydraulic cement or Hilti manufactured Fire Stop after the removal of pipes and drains. For the removal of Tenant installations, contractors are to weld or solder cap all water supplies, drain lines and vent connections from ceiling spaces back to the core riser. Contractors must repair or replace all damaged insulation due to the installation of new equipment, hangers, supports, guides and anchors. Vapour barriers are to remain continuous.

- Tenants installing new plumbing fixtures shall comply with maximum flow rates, as indicated in the table below, and provide cutsheets to the Landlord demonstrating compliance
- All plumbing connections, hot and cold, should be Type L copper using lead-free solder.

\*HET: High Efficiency Toilet \*

\*LPF: Litres Per Flush

+LPM: Litres Per Minute

<b>Fixture Type</b>	<b>Flush or Flow Rate</b>
HET*, Single Flush	4.8 LPF**
HET*, Dual Flush Commercial	6.0 / 4.2 LPF**
HET*, Dual Flush Residential	6.0 / 3.0 LPF
Composting Toilet	0.0 LPF
High Efficiency Urinal	1.9 LPF
Ultra High Efficiency Urinal	0.5 LPF
Low Flow Showerhead	6.8 LPM+
Low Flow Kitchen Faucet	1.9 – 5.7 LPM
Low Flow Lavatory Faucet	1.9 LPM

### **Sprinkler and Standpipe Systems**

Each floor is provided with fire hose cabinets 75’, fire extinguishers and an automatic sprinkler system. Proposed Tenant improvements may affect sprinkler and fire hose coverage. The cost of all modifications to the base building system shall be at the Tenant’s expense. Contractors are to submit to Property Management a “Scotia Plaza Work permit application” form (located in the forms section of this manual), a minimum of forty eight (48) hours prior to the intended work. Standpipe work must use schedule 40 black steel pipe with welded fittings. Victaulic fittings are not permitted.

The installation of all hangers into base building slabs are to be completed after base building hours, and must meet NFPA 13 requirements.



Base building sprinkler and fire protection contractors must be used at all times. All base building connections are to be performed by base building approved trades and approved by the Landlord.

### Access Doors

Provide access doors to all otherwise inaccessible valves. Access doors shall suit the surface of application and must be approved by the Landlord.

### Valve Tagging

All valves shall have a brass plate tag securely affixed to them with embossed black numbers. Prepare for a list of valve numbers indicating location and function, and number sequence to the Landlord.

### Cleanouts

Floor cleanouts shall be cast iron construction with gas tight non-seizing plugs. Tops shall be round, heavy duty, scoriated nickel bronze, adjustable to floor finish. Cleanouts shall be complete with recessed tops where required to suit floor finishes.

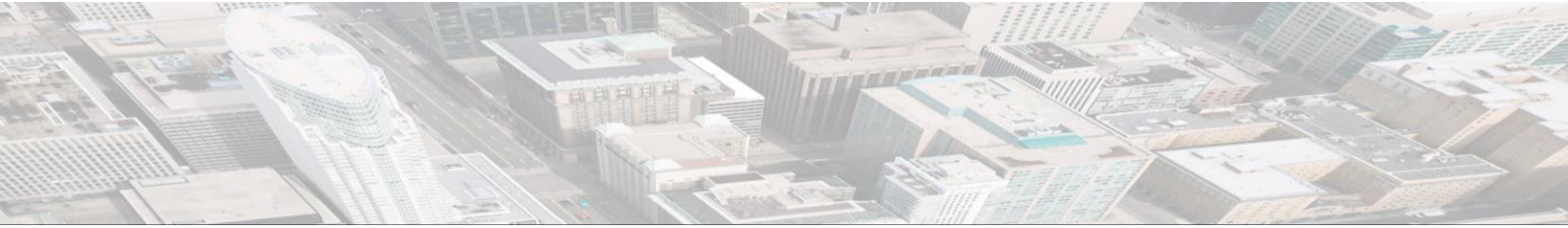
### Kitchenettes/Serveries and Tenant Washrooms

Walls around private washrooms, showers, kitchens, kitchenettes and any area with the use of domestic water must be constructed with water resistant wall board. Insulation within walls must be kept a minimum of one(1) meter above floor level to avoid potential for mould growth due to water leaks.

### **New Equipment Installation**

Should a Tenant require supplemental cooling (i.e. meeting or computer rooms), an independent system should be installed at the Tenant's sole expense subject to the written approval of the Landlord. Electrical and water meters are to be installed at the Tenant's expense. The Tenant shall provide calibration reports and shop drawings to the Landlord for any newly installed energy and water meters in the Tenant space. Meter locations shall be marked on Tenant as built drawings.

Design criteria, including compliance with ASHRAE 90.1-2007 for energy efficiency and ASHRAE 62.1-2010 for ventilation must be met for all Tenant HVAC equipment installations. All new Tenant HVAC equipment containing more than 0.23 kg of refrigerant shall meet low global warming potential (GWP) and low ozone-depleting potential (ODP) requirements, as per the calculations  $LCGWP + LCODP \times 10^5 \leq 100$ . Small HVAC units containing less than 0.23 kg of refrigerant, standard refrigerators and small water coolers are exempt. Submit refrigerant calculations to the Landlord to demonstrate compliance.



## **Structural Specifications**

Non typical uses must be reviewed by the Landlord's base building structural engineering consultant (at Tenant's sole expense), prior to proceeding.

Heavy floor loads (above and below the slab) such as:

- High density filing or central filing areas
- Dense storage systems, vaults/safes, movable suspended partitions

Alterations to the base building structure indicated in the proposed design, such as core drilling for floor monuments or plumbing, or penetrations between floors requires approval of the Landlord and structural engineer. Proposed core drilling locations are subject to the occupancy condition on the floor below. X-raying of the slab for penetrations is mandatory and must be performed after hours and coordinated with the buildings Property Management team.

All work completed by the Tenant's contractor must be completed under the supervision/approval by the engineer. Any costs (including engineering fees, security within Tenanted areas etc.) are at the sole cost of the Tenant. A 15% administration fee is applicable to all costs should the work be coordinated on the Tenant's behalf.

## **Fire Protection / Stops**

Contractors will properly seal any openings or holes through walls or floors for ducts, conduit, cable trays, or piping to ensure the integrity of fire separation between spaces and the fire protection system are not compromised. Fire rating on building structural components that is damaged from demolition or new construction work must be reinstated. This includes beams, columns, core, exterior walls etc. Hilti manufactured product only.

## **Hazardous Materials**

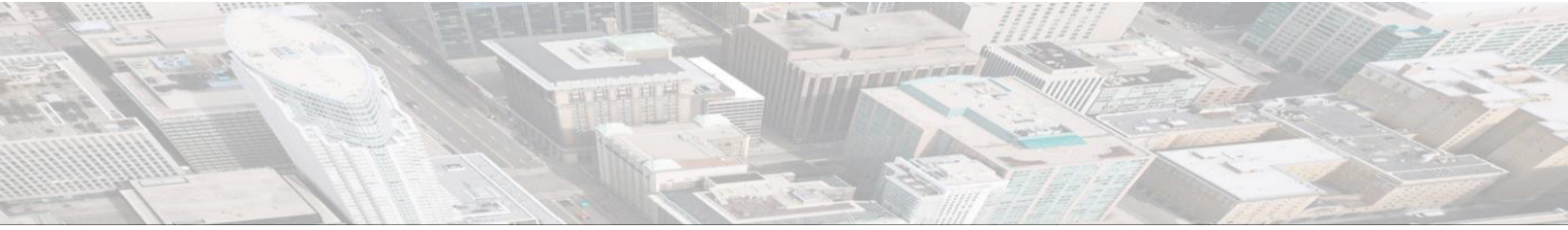
All construction projects must be assessed for the possibility of disturbing asbestos containing materials prior to the commencement of work. All work which may disturb ACM must be coordinated through Property Management. Contact Property Management to determine whether asbestos containing materials are present within the proposed areas of work. Prior to the commencement of work, all contractors must sign a Contractor Asbestos Awareness form, located in the forms section of this manual.

## **Clean up, Removal and Disposal**

The contractor will be responsible for the clean-up, removal and disposal of all asbestos contaminated waste from the project in strict conformity with applicable governing regulations. Submit copies of asbestos disposal forms required by the Ministry of Environment to Property Management.

## **Discovery of Friable Material**

Any unexpected discovery of friable material which may contain asbestos, during any work, shall be immediately reported to Property Management as well as applicable notification to government authorities. Work in this area will be stopped until Property Management authorizes work to proceed.



## **Failure to Comply**

Failure to totally comply with any of the foregoing rules and regulations, shall be deemed sufficient reason for Property Management to stop work or dismiss the Contractor from the project. Any and all costs incurred by Property Management as a result of such action will be the sole responsibility of the Contractor.

## **Restoration Requirements**

The Tenant is responsible for reviewing their lease agreement and providing all work associated with the restoration of their premises upon vacating their premises. Refer to the standard Landlord Restoration Guidelines noted below for the return of Tenant premises to Back to Base building conditions. Waybills associated with the disposal of construction waste materials, indicating that waste material has been diverted from land fill sites, must be provided to the Landlord.

Drawing submittals for Landlord approval and all pre and post construction documentation per Construction Procedures are applicable.

## **Window Coverings**

Prior to construction, the contractor shall remove all non-base building blinds. All base building blinds are to be raised and protected with plastic prior to demolition. All drapery tracks are to be removed.

## **Partitions**

All partitioning, furring out of walls and columns and ceiling baffles must be demolished. All openings within demising partitions are to be in filled to match adjacent materials. Repair all areas to match adjacent surfaces.

Tenant must prepare all wall surfaces to be skimmed, taped, sanded and primed as required to receive finishes. All walls throughout the premises are to be left in good condition, including perimeter columns complete with prime paint applied to all surfaces. Wall covering is to be removed. All surfaces where wall covering is removed are to be skim coated and primed.

Adhesive must be removed from all window frames and the base of demising and core partitions. Damaged window frames must be repaired. Skimming of the base of partitions due to removal of adhesive is required. All demising and core partitions must be restored should such areas have recessed base installations.

## **Ceilings**

All hard ceilings, bulkheads must be demolished and the base building suspended ceiling system grid restored. All damaged grid is to be repaired or replaced. Tenant must provide new ceiling tiles to match existing ceiling tiles. Review with Landlord the installation requirement of new ceiling tiles or if ceiling tiles should be left on skids within the premises prior to the commencement of work. Perimeter cut ceiling tiles



and ceiling tiles at all sprinkler head, exit light and speaker locations are not to be removed. Tenant must removal all ceiling baffles, tracking and insulation from above the suspended ceiling.

### Doors and Millwork

All doors and millwork must be removed. Refer with the Landlord the requirement for removal of suite doors and corridors on full floors tenancies. The Landlord has the right to retain suite entry doors and all finish hardware. The Tenant shall supply and install new door hardware on core doors if applicable.

### Finishes: Wall and Flooring

Tenant is responsible for the removal of wall covering from base building surfaces.

Tenant must restore finishes on bases building corridor surfaces for multi-Tenant floors where required due to demolition to match adjacent finishes. Tenant is to review with the Landlord specific requirements for removals within full floor tenancies pertaining to lobby and corridor finishes.

All flooring must be removed to restore concrete floors to the base building condition. All nails and carpet adhesive must be removed. All penetrations and cracks must be filled to ensure a water tight seal. All penetrations must be fire-stopped with HILTI manufactured product only.

### Electrical

Tenant is responsible for ensuring all redundant and abandoned conduit, wiring and cabling is removed back to source. All power and communication devices, except base building installations must be removed. Panels must be tagged and circuit directories updated. All Tenant panels or transformers are to be removed. Review proposed removals with the Landlord. All cables, conduit and/or redundant equipment must be removed from the base building telephone and electrical rooms. HILTI manufactured Fire stopping is required to be installed in all penetrations.

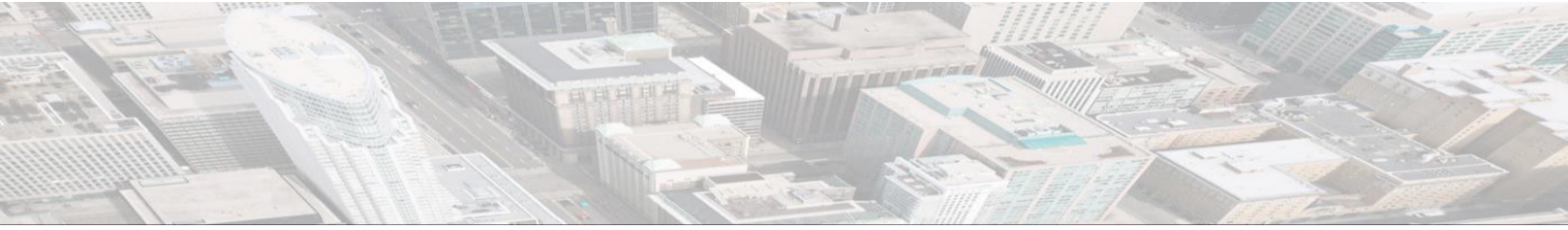
All non-building standard light fixtures must be removed, complete with associated wiring and switching. All Tenant equipment must be removed. The Landlord has the right to retain all light fixtures, equipment, transformers etc.

All base building light fixtures are to be restored back to a base building open plan concept layout and zones. All reworking of HVAC and sprinkler relocates to accommodate this work are to be included. Return all redundant base building light fixtures to the Landlord. All emergency lighting must be restored to base building lighting zone layout.

All electromagnetic devices and card readers are to be removed. All conduit, wiring and associated connections to base building systems are to be removed. The Tenant is responsible for ensuring that all work associated with life safety systems is performed by an approved base building contractor.

### Mechanical

Tenant shall remove all non- base building mechanical equipment, controls, electrical conduits and associated ductwork, grilles etc. Remove all supplementary cooling units and exhaust fans. Any damaged



duct and pipe insulation must be removed. All redundant water supplies and drainage, must be removed and capped back to source. All floor penetrations are to be fire stopped using HILTI manufactured product.

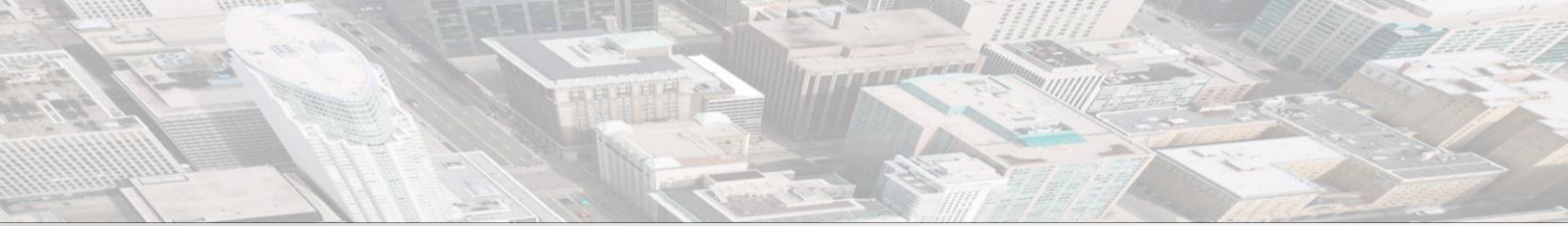
Tenant is to ensure HVAC is returned to base building layout. All control work is to be completed by the base building contractor. The Tenant is responsible for the completion of air balancing by a building approved contractor upon completion of the work. A final balancing report including confirmation that all identified deficiencies have been corrected is to be provided to the Landlord. Return air filters shall be supplied and installed prior to demolition and removed after completion of the work. All perimeter units must be cleaned and filters changed (where applicable).

### **Sprinkler and Standpipe Systems**

The Tenant shall restore all sprinkler and standpipe systems back to base building layout. Any redundant fire hose cabinets and associated piping, hoses and fire extinguishers must be returned to the Landlord.

### **Internal Stairwells**

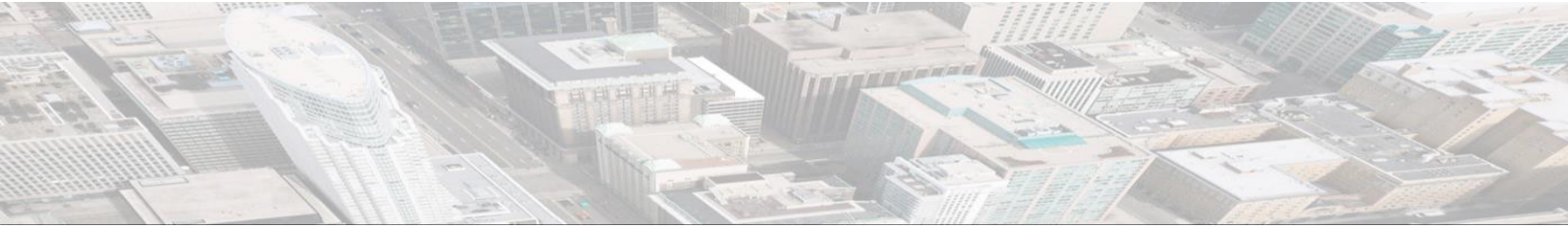
All internal stairwells with Tenant premises must be removed with the slab returned to base building condition. The structural engineer shall provide all required structural drawings indicating the details of the slab restoration. The contractor shall provide a welding inspection report and a concrete inspection report to the Landlord upon the completion of the work.



## 2.C Construction Documentation



**100 YONGE STREET**  
Toronto, Ontario



## **Building Construction**

This section provides information to assist our Tenants, their consultants and contractors with the Landlord requirements, regulations and building standards for proposed leasehold improvements / construction within their premises. Construction includes all mechanical, electrical, sprinkler system and architectural finishes as indicated in the construction contract between the Tenant and the contractor. The Tenant is encouraged to involve the Landlord in the initial phases of the design process in order to identify potential building constraints / specifics that may affect the proposed design.

Building conditions are considered "as is". There may be anomalies in the building structure and conditions. It remains the responsibility of the Tenant and their Contractors to check and take into consideration site conditions in their "as is" condition. The Landlord will provide to the Tenant any outline plans if available for the Tenant's use. Any available plans will be in the form of base building drawings or drawings that may be available from the previous occupant. The Landlord does not guarantee the accuracy of any information provided to the Tenant.

Contractors are responsible for ensuring that prior to the start of any construction, protective sheeting is used on all floor coverings/surfaces. If required by the Manager, additional protective covering will be used to protect millwork and wall surfaces in all common passageways and elevator lobbies through which material may pass during the course of construction. Ladders are to be supplied by the Tenant and/or Tenant's consultants and contractors.

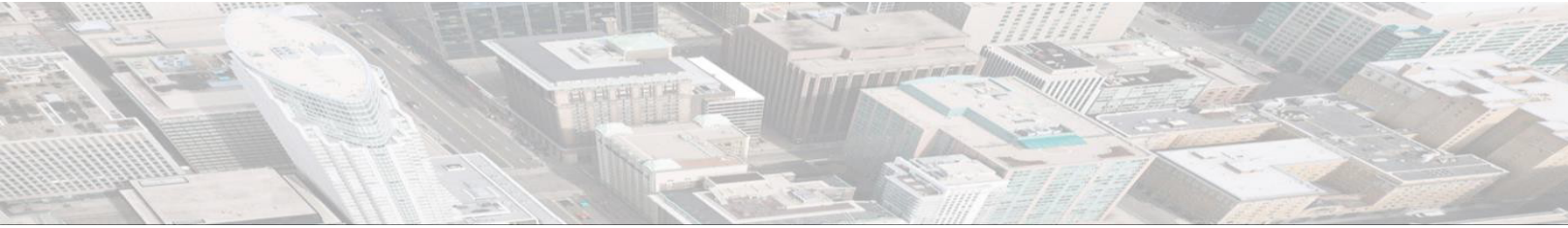
The premises must be kept clean and contractors are to avoid tracking dirt into the common areas of the building. Contractors must practice dust control measures and the construction area floor must be left broom-swept daily. The contractor is required to post a list of emergency contacts on site and provide a copy to the manager.

## **Tenant Drawings and Submission Requirements**

The Tenant, at its own expense, shall retain qualified professional consultants to prepare dimensioned construction drawings and specifications necessary for the construction of the Tenant's leasehold improvements. The Landlord encourages the Integrated Design approach for all projects. Additional information on the Integrated Design approach is located in a following section of this manual.

It is recommended that the Tenant retain the Landlord's consultants, under direct contractual arrangements for the production of drawings required for Tenant Work. If the Tenant chooses to employ consultants other than the base building consultants for their design work, the Landlord will have their drawings reviewed by the base building consultants in order to ensure compatibility with the building's systems. The cost of this review will be charged to the Tenant. A list of the base building consultants is included in this manual. All drawings, including but not limited to space plans, architectural, structural, mechanical and electrical drawings, along with the submission checklist must be included in the Tenant submittal package for approval by the Landlord prior to the commencement of any Tenant work.





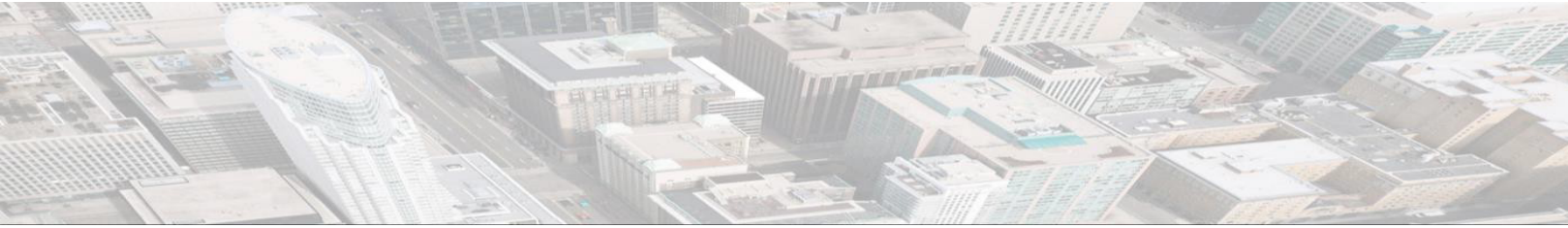
## **PRE-CONSTRUCTION**

### **Submission of Drawings**

The Tenant shall submit to the Landlord two (2) sets of required documents including full size prints (24" x 36"), two (2) sets of 11" x 17" prints and a CD with soft copies of all proposed plans and related documentation in **one** completed package identifying all proposed work within the leased premises for final approval. The Landlord requires ten (10) business days to review drawings and provide Landlord comments and / or approval. Proposed Tenant work schedules should include sufficient turn-around time for Landlord review. The Tenant drawings must include the following information:

#### **1. Architectural Drawings and Specifications**

- Drawing scale of 1/8":1'-0"
- Location of all major fixed elements within the leased premises dimensionally related to grid lines and demising partitions
- Where the leased premises occupy less than a full floor, a drawing of the entire floor showing the location (complete with dimensions) of leased premises and its relationship to the elevator lobby, exits, washrooms, etc.
- Locations of sound baffles above suspended ceilings
- Locations, loads and layouts of rooms of unusual loading concentrations, such as centralized filing areas, vaults, safes, etc. complete with approval from the base building structural engineer
- Locations of power and telephone outlets
- Locations of all plumbing installations
- Room names or uses. The number of persons occupying areas is required for the proper calculation of mechanical requirements
- All furniture must be located at a minimum of 18" away from the perimeter to allow access to perimeter units
- Proposed materials and finishes installations throughout the premises
- Door hardware and keying schedule. Two copies of the hardware schedule must be submitted to include keying which must be to building standard
- Location of any inter-floor stairs, (subject to approval by the Landlord's structural engineer)
- Lighting layout, ceiling pattern, air transfer ducts, materials and suspended system details
- Types and wattage of any proposed specialty lighting fixtures, including a cutsheet for lamp type locations and types of sound baffles above the ceiling, and clear identification of rooms requiring soundproofing
- The locations of any access panels required to service building systems
- The locations of any air transfer ducts through full height partitions. Cross talk silencers are required for all Tenant and corridor demising walls
- Construction sections and details at suitable scales, indicating all methods of construction including partition details, baffles, drywall ceilings, doors/frames, millwork etc.
- Environmental / Sustainable Documentation



## 2. Mechanical, Electrical and Life Safety Drawings and Specifications

Complete mechanical, electrical, sprinkler system, building automation and life safety system drawings, at a scale of 1/8":1'-0", showing all alterations and/or additions to the existing base building systems as well as base building conditions which remain unchanged. Tie-ins and extensions to base building security, fire alarm, and communication systems must also be clearly shown. All electrical work in electrical rooms must be installed in EMT conduit. Information pertaining to heat generating equipment and their associated heat output must be identified on the mechanical drawings. Thermostat locations and connections are to be clearly shown.

## 3. Materials

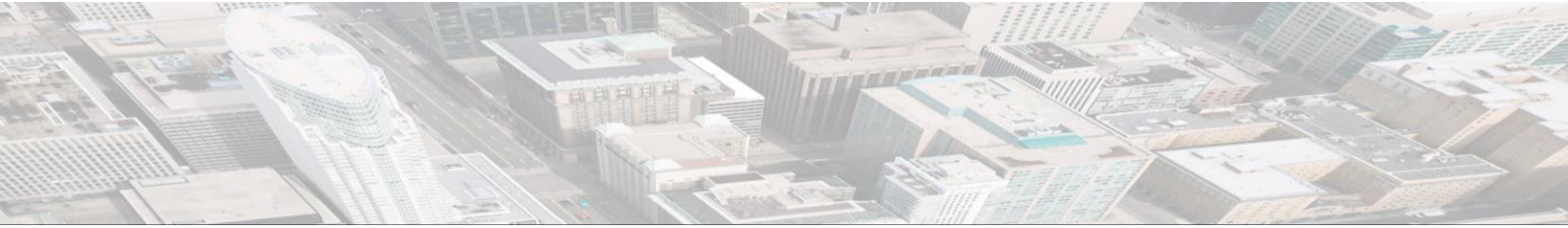
Product literature for all elements permanently or semi-permanently attached to the building such as building components and structures (wall studs, insulation, doors, windows), panels, attached finishing's (drywall, trim, ceiling panels), carpet and other flooring material and an MSDS for all adhesives, sealants, paints and coatings. Fixtures, furniture and equipment (FFE) are excluded.

## 4. Communication Drawing and Specifications

A basic, physical infrastructure drawing is required which indicates the design and documents the solution for internal and external information technology links.

Information required by the Landlord includes the following:

- Communications Closet(s) Design:
  - Power Requirements
  - HVAC Requirements
  - Rack Design (Space Requirements)
  
- Data Voice Backbone Design:
  - Wiring Diagram
  - Wiring Type, Termination Method
  - Conduit Requirements (Design)
  - Cable Addressing Scheme
  
- Data Voice Workstation Design:
  - Wiring Diagram
  - Wiring Type
  - Conduit Requirements Design
  - Power Requirements
  
- External Access Requirements:
  - Number/Type of Data & Voice Lines
  - Demarcation Points
  - Cable Addressing/labeling Scheme



## 5. Structural Drawings

Structural drawings, at suitable scales are required where special conditions warrant the production of such drawings (e.g. openings in the slab, libraries, high density filing areas, vaults, etc.). These drawings must be created by (project specific) or reviewed by the Landlord's structural engineer or coordinated by the Landlord. The contractor shall perform all required structural modifications and be coordinated by the Landlord at the Tenant's sole expense.

## 6. Shop Drawings

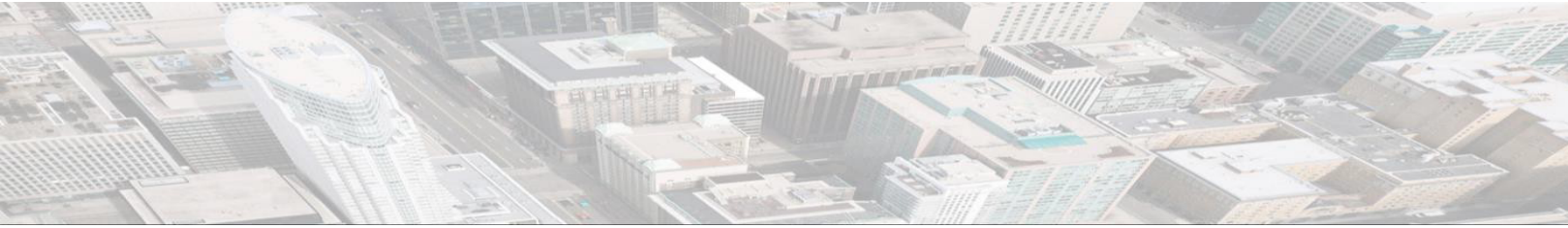
Architectural, mechanical, electrical and communication specifications must be submitted, describing the quality and performance standards for all Tenant work. Approved shop drawings for all new Tenant electrical and mechanical equipment must meet the following criteria:

- Select refrigerants and HVAC&R equipment with low global warming potential (GWP) and low ozone-depleting potential (ODP). Please note that Tenant HVAC&R equipment will be included in the calculations  $LCGWP + LCODP \times 10^5 \leq 100$ . Small HVAC units containing less than 0.23 kg of refrigerant, such as standard refrigerators and small water coolers, are exempt. Submit refrigerant calculations for HVAC units to the Landlord, as applicable
- The Landlord review of show drawings is gratuitous and does not relieve the Tenant or Tenant's coordinator of its responsibilities
- Provide lighting power density calculations for Tenant premises. Electrical engineers are encouraged to target a maximum of 1.0 Watt per ft<sup>2</sup> or a greater efficiency. Project teams are encouraged to reduce electrical plug loads by specifying occupancy sensors and Energy Star electronics and equipment where possible

## 7. Landlord Requirements and Procedures

- The Tenant is responsible for obtaining all necessary permits and approvals, from the Building Department, Health Department, Fire Marshall, the Ministry of Labour, and any other governing authority having jurisdiction
- The Tenant shall engage, at its sole expense, the Landlord's approved contractors for any mechanical, electrical, sprinkler, controls and balancing modifications or additions to the base building systems
- The Tenant shall engage, at its sole expense, the base building Indoor Air Quality (IAQ) testing contractor to conduct testing after construction and furniture installation, prior to occupancy. Test results must be reviewed and approved by the Landlord prior to occupancy and be provided to the Landlord as part of the close-out package.

The Landlord may require the Tenant to produce additional or more detailed drawings or information, which in the Landlord's opinion, may be necessary to identify and describe the nature of the intended improvements. The Tenant shall ensure its consultants visit the site to verify the actual site conditions prior to the commencement of the work. The Tenant and all Tenant's agents including consultants, project managers, contractors and vendors are solely responsible for any oversights, omissions and/or failure to comply with the base building regulations as outlined.



The Tenant, its designer, architect and engineer shall be familiar with the by-laws and code requirements, as well as this manual, before preparing the plans and specifications. By giving approval to the Tenant's plans, the Landlord and his consultants do not waive the Tenant's responsibility to ensure that any and all Tenant improvements meet the requirements of the lease, this manual, local codes, standards and bylaws. This review only considers the impact the proposed design may have on the base building systems. For the purpose of this manual, the drawings approved by the Landlord shall be called "approved drawings". Any revisions made to the approved drawings must be submitted to the Landlord for further approval. A set of "approved drawings" must be kept on the premises for the duration of construction and are to be available to the Landlord or its authorized representatives upon request. The Tenant is required to carry out construction in strict accordance with the "approved drawings".

Upon completing its review, the Landlord shall provide a Landlord review letter indicating comments and required corrections of the Landlord and its consultants. The Tenant shall revise the drawings to include all the comments and corrections and provide the Landlord with a revised set of prints prior to commencing the Tenant work. Drawings that are not approved shall be revised to conform to the Landlord's requirements by the Tenant and resubmitted to the Landlord for approval. The Landlord shall not be responsible for any delays in the project or be obligated to change or extend any of the dates contained in the lease as a result of the drawings being rejected by the Landlord or its consultants as a result of tardy or incomplete submissions.

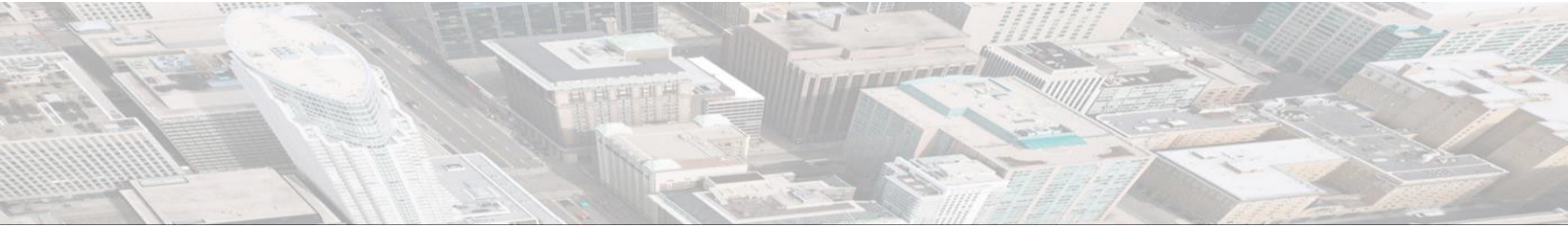
## **Permits**

The Tenant is responsible for all necessary permits and approvals required by government authorities for construction and must provide the Landlord with copies of all required permits and approvals prior to commencement of construction.

The Tenant is responsible for the correction of any work, which does not meet with the approval of the municipality's building inspector, notwithstanding the fact that the drawings have been approved previously by the municipality or the Landlord. The Tenant will be given a specified time to complete the work. Should the Tenant or the contractor delay the required correction unduly, the Landlord will make the correction at the Tenant's expense. All required close out documentation will be submitted to the Landlord within 120 days of completion of work.

The Tenant must obtain a Landlord work permit at least forty eight (48) hours prior to the commencement of construction work. This permit is issued once the Landlord has approved submitted drawings and received and approved of all pre-construction documentation. Refer to the "Tenant Construction Work Permit" located in the forms section of this manual.

The contractor shall ensure that the Workplace Safety and Insurance Board coverage for its employees is in place during the duration of construction. For any work involving x-ray, the work permit application must be submitted for approval no less than five (5) business days in advance.



## **Lien Protection**

It is the Tenant's responsibility to ensure that the Landlord is protected against the placement of liens under The Construction Lien Act by the Tenant's Contractor(s) or suppliers. A statutory declaration protecting the Landlord against any and all liens, charges or claims of work performed or material furnished must be submitted to the Landlord as part of the close out documentation.

## **Insurance**

The Landlord requires a general liability certificate from the Tenant's contractor indemnifying the Landlord up to a value of five million dollars (\$5,000,000.00) on one occurrence. The Landlord must be named as additional insured on the insurance certificate as follows:

**KS 100 Yonge Limited Partnership                      BentallGreenOak (Canada) Limited**  
**Partnership ARI 100 Yonge Limited Partnership BentallGreenOak (Canada) G.P. Ltd.**  
**KS 100 Yonge Development Inc.                      Bentall Property Services (Ontario)**  
**Ltd. ARI 100 Yonge Development Inc.**

All contractors, sub-trades and suppliers shall abide by WHMIS (Workplace Hazardous Materials Information Systems) regulations when working within the premises. The Landlord reserves the right to request the contractor to show signed WHMIS certificates for all trades working on site. All contractors, sub-trades and suppliers shall abide and comply with the requirements of the Occupational Health and Safety Act as it relates to construction projects.

## **Base Building Consultant Drawing Review**

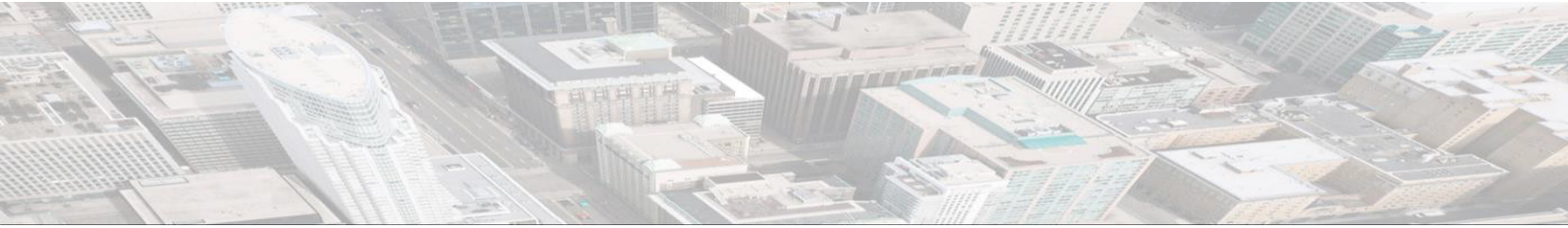
As outlined previously in this manual, the Tenant is not obliged to utilize the base building consultants. Should however, the Tenant choose to use consultants other than the base building consultants, the Landlord will have the drawings reviewed by the base building consultants. All costs associated with this review will be billed directly to the Tenant plus an applicable administration fee.

## **Building Charges**

This charge includes such items as site and/or security personnel relating to Tenant construction process. The charges for these items are based at cost plus, an applicable administration fee, billed back to the Tenant.

## **Landlord Charges**

The Tenant will be charged a fee based on the square footage and complexity of the project for Landlord's supervision and administration of their project as noted in the lease documentation. Should the Tenant exercise the option to have the Landlord perform Tenant construction on their behalf, the applicable Landlord fee is 10% of all project related costs.



## **Construction Schedule**

The Tenant must provide the Landlord with a detailed construction schedule outlining the commencement date and the proposed hours of work.

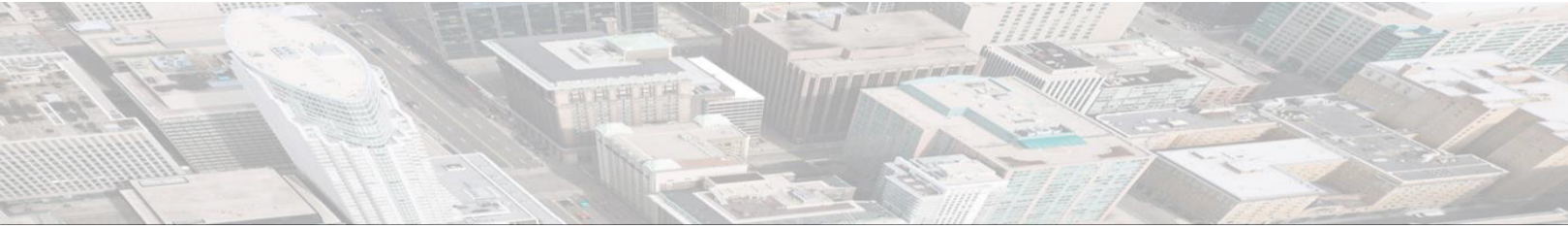
## **Construction Deposit**

The Landlord requires a construction deposit (**\$5000.00 – payable to 100 Yonge Limited Partnership c/o SP Limited Partnership.**) to be held until all close out documentation is received. The deposit will be used by the Landlord to rectify and deficiencies at the project completion, should the contractor fail to complete any outstanding construction deficiencies.

## **Construction Documentation Requirements**

The Tenant is required to carry out its construction work in strict accordance with the “approved drawings”. Construction may proceed only after the Landlord has received:

- An executed lease agreement for the leased premises
- Acceptable evidence of insurance coverage to the Landlord as set out in the lease and in this manual
- All required permits both posted on site and received copies for record. Permits will include but not be limited to building, HVAC and plumbing permits, clearance certificates from the Workers Compensation Board, liability insurance certificates indicating additional insured, and notice of project from the Ministry of Labour as defined in the Occupational Health and Safety Act
- A complete set of prints of the local authorities approved drawings for the duration of the construction period for reference by the Landlord's authorized representatives
- Written authorization from the Landlord and a completed Tenant construction work permit
- A list of contractors performing the work, complete with emergency contact information and telephone numbers, including mandatory base building trades
- A copy of a detailed construction schedule complete with commencement, completion and Tenant move-in dates
- A copy of the Contractor's Safety manual
- A completed Landlord construction work permit
- A \$5,000.00 refundable deposit to be held by 100 Yonge Limited Partnership Management. In the event that close out documents are not submitted within 120 days from substantial completion, the refundable deposit will be forfeited by the contractor. The Landlord will use these funds to complete the close out submission. The contractor will still maintain all liability associated with the close out submissions.
- A copy of the contract with the contractor



## **DURING CONSTRUCTION**

### **General**

The Landlord reserves the right, from time to time, to add to or to amend the foregoing information, procedures and regulations. These amendments will affect any Tenant work undertaken after the amendment is issued.

### **Examining the Site**

The Tenant's consultants and contractor shall examine the site and be familiar with all site conditions relevant to proposed work.

### **Compliance with Codes**

Comply with all latest relevant codes and local regulations having jurisdiction including: Ontario Building Code, N.B.C., N.F.P.A. Guidelines, C.G.A. 149.1 as per OBC., CSA., Ontario Electrical Safety Code, Canadian Plumbing Code, Ontario Hydro Code and any other pertinent local provincial or Federal codes and or regulations. Comply with ASHRAE 90.1-2010 and ASHRAE 62.1-2007.

### **Requirements**

The following information must be provided to the Landlord during the course of the Tenant's project.

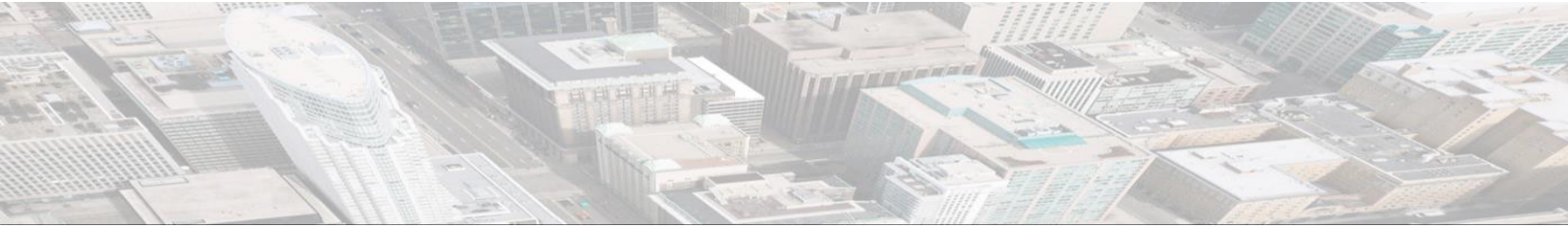
- Copies of all site meeting minutes
- Copies of all contemplated changes at time of issuance to the contractor
- Copies of all architects or designer's site visit reports
- Copies of all site reports from authorities having jurisdiction
- Copies of safety meeting minutes
- Copies of waste weigh bills confirming 75% diversion from landfill
- Cut sheets for all water fixtures
- Cut sheets for all light fixtures

### **Rules and Regulations Governing Tenant Work**

While carrying out work in the leased premises, the Tenant and all of its contractors, agents and employees are required to abide by the base building and local regulations having jurisdiction.

### **Public Safety**

It is the Tenant's responsibility to ensure that the Tenant contractors observe and comply with all applicable construction safety regulations including WHMIS. Any additional safety regulations imposed by an authorized representative of the Landlord must 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. The Tenant's contractors shall provide and maintain adequate first aid facilities during the construction period. The Tenant shall ensure that the contractor and his subcontractors observe and enforce all construction safety measures designed by any federal/provincial legislature, regulations, municipal by-laws and the requirements of all other authorities having jurisdiction which may pertain to construction of the work. In



the event of any conflict between any municipal by-laws, Provincial or Federal legislation, the provision that sets out the most onerous or stringent requirement shall apply. The Tenant must ensure that it's contractor and subcontractors:

- Comply with, but not be limited to all ordinances, the requirements of all acts and regulations with respect to health and safety including the Occupational Health and Safety Act, Regulations for Construction Projects and Workplace Hazardous Material Information System (WHMIS) Regulations, including the following:
  - 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 site or workplace together with current Material Safety Data Sheets (MSDS)
  - Ensure hazardous materials used and/or supplies on site are labelled in accordance with WHMIS requirements
  - 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 the Environmental Protection Act for disposal requirements
  - Ensure that those who handle and/or exposed to or are likely to handle or be exposed to, hazardous materials are fully instructed and trained in accordance with WHMIS and Occupational Health and Safety Act requirements.

## **Occupational Health and Safety**

The Tenant acknowledges that it is solely responsible as an employer under the provincial Health and Safety Act, for the health and safety of all employees and workers, as well as for the continuing safe conditions in the leased premises. The Tenant shall comply with and shall require all of its employees and workers to comply with the provisions of the laws, statues, rules, regulations, notices and orders including but not limited to Federal, Provincial and local laws, statutes, rules, regulations, notice orders and amendments respecting occupational health and safety, the environment, worker's compensation and the safe condition of the leased premises.

## **Minors**

Minors are not permitted on the construction site at any time.

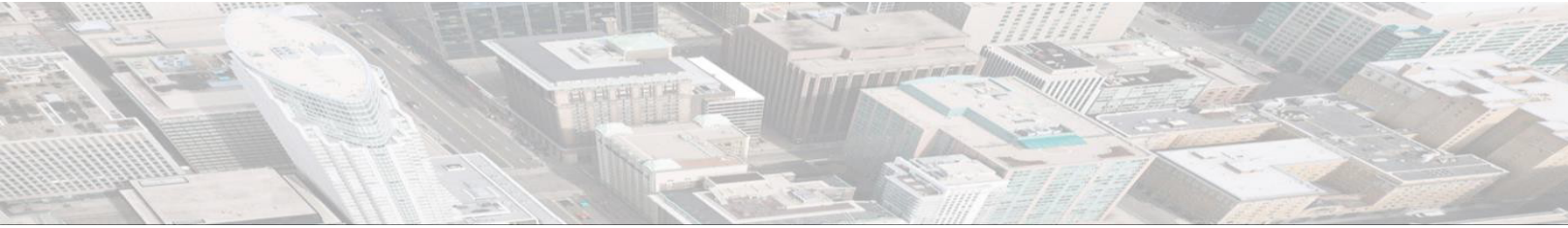
## **Emergency Contacts**

The Tenants contractors are required to post on the leased premises three (3) names and telephone numbers for emergency contact. A copy of all emergency contacts is to be provided to Property Management.

## **Temporary Services**

The Tenant's contractor is responsible for the distribution and installation of temporary power and telephone within the leased premises during the construction period. Exposed electrical cords are not permitted outside of the leased premises.





## **Work Areas**

Prior to the commencement of work, white opaque privacy film must be applied to all glass doors visible from the common area lobby and corridors. All construction materials, tools, equipment and job boxes must be kept within the leased premises throughout construction. The contractor shall be responsible for the implementation and maintenance of dust control measures, including dust curtains and walk off mats at construction entrances and exits to separate construction and occupied areas. Smoke detectors & other dust sensitive equipment (i.e. thermostats etc.) should be protected from dust, eliminating the possibility of a false fire alarm. Refer to the "Fire Protection and Security Request" form in the forms section of this manual. All base building areas, lobbies and corridors washrooms, stairwells and fire egresses shall be kept clean and clear of construction materials and debris. No materials or tools shall be kept or stored inside base building mechanical or electrical rooms. The Landlord will without notice, remove any such materials and charge back the Tenant for all costs incurred. The Landlord is not responsible for the safekeeping of tools, equipment or material in any location.

## **Salvage**

All permanent improvements are the property of the Landlord and, as such, the Landlord holds exclusive salvage claims throughout the building. Refer to the Tenant lease agreement for specific information pertaining to salvage and Tenant restoration requirements. Any elements of the base building such as, but not limited to, ceiling components, doors, door frames, hardware, security hardware, etc., which the Tenant removes with the approval of the Landlord, shall remain the property of and must be turned over to the Landlord. At the end of construction, the Tenant must confirm in writing to the Landlord that all base building surplus equipment/material has been delivered to the Landlord in working order.

## **Working Hours**

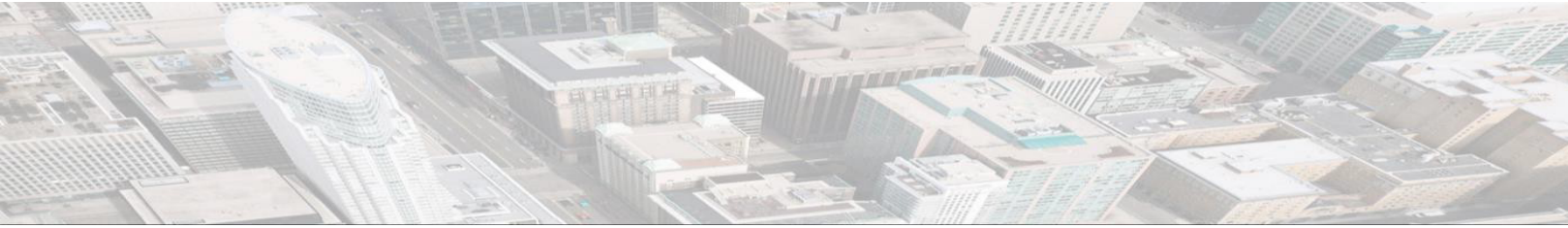
All noisy or odorous work shall be carried out in the leased premises outside of business hours from 6 pm to 6 am, Monday to Friday and all day on Saturdays and Sundays. Any work which is required to be carried out at times other than those stated above, will require authorization from the Landlord prior to the work being performed. All work not contained within the demising walls and exposed to the public must be enclosed by full height, one side boarding painted to match the Landlord's standard colour. No work is to proceed in areas exposed to the public during standard hours of business.

## **Keys and Identification Badges**

All construction trades/workers must obtain and display a building identification badge at all times while working on site. Government issued personal ID and proof of employment with a contractor must be provided to obtain a building identification badge from security.

## **Noise**

Noisy work must be kept to an absolute minimum or be completed after hours. Work such as coring and drilling **MUST** be carried out during non-business hours with the Landlord's approval in advance. The Landlord reserves the right to request any work that creates noise that could disrupt the surrounding Tenant's right for quiet enjoyment of their own premises, to cease work and reschedule to an after-hours



time frame. Under no circumstances will the Landlord be held accountable for any cost increases incurred by the Tenant/contractor for alternate scheduling of the associated work. All systems furniture installations are to be installed after during non-business hours.

## **Odours**

Any work that has the possibility of generating an odor which will offend other occupied areas shall be moved to an after hour or weekend schedule (i.e. any painting operations other than those utilizing low VOC latex paint, concrete sealing, glue applications for tile or carpet, etc.).

To ensure that all products are meeting Our Realty's sustainability criteria, comply with the following standards for total volatile organic compound (VOC) emissions in grams/litre:

- Adhesives and sealants meet South Coast Air Quality Management District (SCAQMD) Rule 1168
- Aerosol adhesives meet Green Seal Standard GS-36
- Paints and coatings meet South Coast Air Quality Management District (SCAQMD) Rule 1113 or Green Seal Standards GS-03 and GS-11
- Carpet adhesives are compliant with Carpet & Rug Institute (CRI) Green Label Plus Testing Program or meet SCAQMD Rule 1168
- Advise the Landlord in advance of all odorous work in order for the Landlord to assist with HVAC provisions to assist with the dissipation of odours.

## **Washrooms**

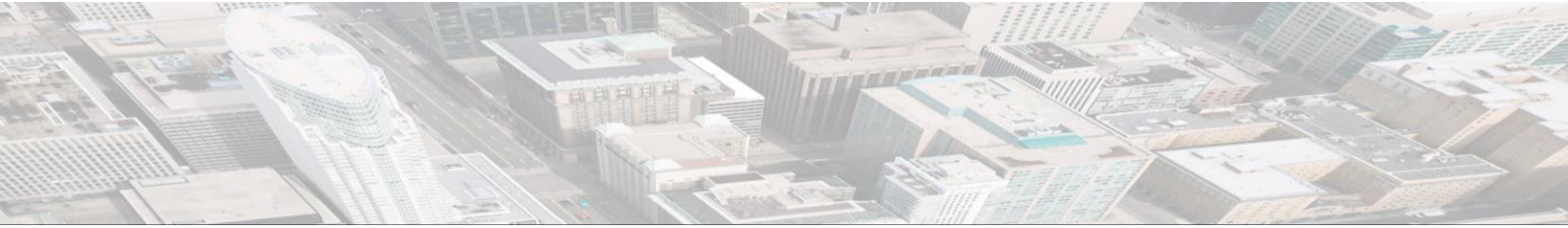
Contractors are not to use the building washroom area for the cleaning or disposing of any construction materials. Should the contractors' use the public washroom, the Tenant will be responsible for all costs associated with cleaning and/or repair of damages due to contractor use with an applicable 15% administration fee.

## **Service Elevators**

Service elevator bookings must be made in advance to ensure availability as bookings are accepted on a first come, first served basis. Service elevator doors, walls and ceilings must be protected from damage during the transportation of material. Any damage, whether or not reported, will be repaired by the Landlord at the Tenant's expense. Base building stairs cannot be used to access other floors without prior written approval from the Landlord. Bookings of the service elevator are on a "first come first served basis". Personnel access and material deliveries to the leased premises are through routes designated by the Landlord. Please note that under Section CSA B44 94 Elevator Code, the weight of any single piece of freight or of any single hand truck and its load cannot be more than 25% of the rated load of the service elevator. The handling of items, which may exceed this 25% rated capacity or due to their dimension require special treatment, must be reviewed and arranged with the Landlord. Any costs incurred as a result will be at the Tenant's expense.

## **Workmanship**

Employ a responsible foreman to supervise the work and retain for duration of construction period.



## Debris & Clean Up

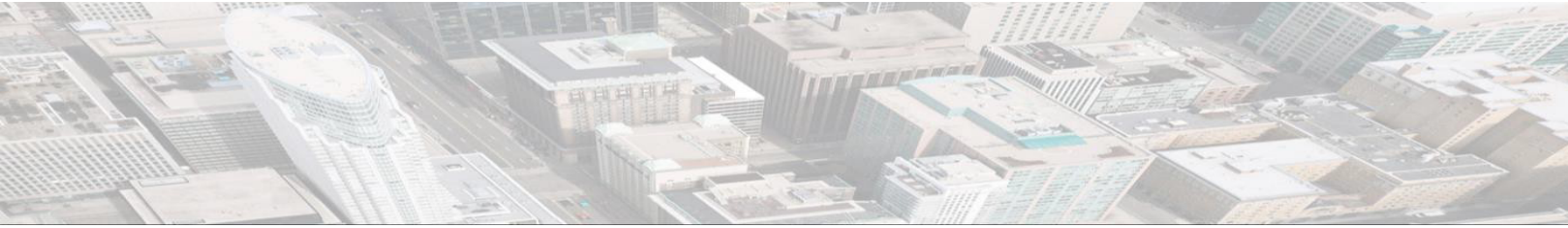
Keep premises clean as work progresses, avoid accumulation of debris, and ensure that during construction all open vents are sealed and any controls (thermostats etc.) are covered. If the HVAC system is supplying heating, cooling or fresh air during construction, install MERV 8 filters on all return air vents, replacing as necessary. Ensure that during construction, construction waste and IAQ management plans are followed; hazardous waste associated with refrigerants, glycol, etc. should be disposed of according to local regulations. On completion of the work, clean up and remove from site all scrap and waste materials resulting from the work. Clean all equipment prior to final inspection. Clean up project site using a HEPA filter shop vacuum to minimize dust and pollutants. Install new MERV 8 filters on return air vents prior to flush out or IAQ testing. Flush out the project space over a 48 hour period prior to IAQ flush out procedures or IAQ testing; coordinate with Property Management. Provide all waste weigh bills and waste summaries to the Landlord as part of the Tenant close-out package. All contractors, sub-trades and suppliers shall abide and comply with the requirements of the Environmental Protect Act as it relates to construction projects.

## Garbage Removal

The building has established a Construction, Demolition and Renovation Waste Management Policy for Tenant retrofits, renovations and modifications. The policy provides direction for reducing, reusing and recycling waste generated within the premises. The primary objective is reduction, followed by reuse initiatives and recycling. The Landlord is committed to diverting at least 75% of all construction, demolition waste from landfill and incineration disposal. Copies of all waste weigh bills and information on the waste receiving facilities are to be provided to the Landlord to confirm diversion rates. Weigh bills and a waste summary are required as part of the Tenant close-out package.

It is the responsibility of the Tenant and the Tenant's contractor(s) to develop and follow a waste management plan in accordance with this policy. The contractor's waste management plan and a list of intended waste receiving facilities must be submitted to the Landlord prior to the commencement of Tenant work. It is the responsibility of the Tenant and the Tenant's contractor to ensure that this waste management policy is implemented. The Tenant is responsible for ensuring that its contractors' remove and recycle all garbage and debris in approved containers from the leased premises, corridors and common areas after regular business hours. All contractors, including telephone / data providers and furniture suppliers shall remove all debris in proper containers on a daily basis.

The Tenant/contractor shall make arrangements to provide a separate garbage container [and recycling container, etc.] and place it in a suitable location agreed to by the Landlord. The cost of the extra garbage container and all associated fees shall be the sole responsibility of the Tenant/contractor. Removal of Tenant's construction debris will be scheduled between the hours of **7 pm to 6 am** in coordination with the Landlord. Bins will only be accepted on site during these hours. Booking of the service elevator must be co-ordinated through Property Management with a **minimum of forty-eight (48) hours' notice**. The Tenant's contractor is responsible for the most efficient use of the service elevator at the Landlord's



discretion. A building representative may be required, at the discretion of management, after hours. All associated costs are the sole cost of the Tenant.

Flooring is to be protected by the installation of plywood prior to the dropping of disposal bins. Should it be necessary for the Landlord to remove Tenants' garbage or debris due to inaction by the Tenant, the Tenant will be invoiced for the cost plus a 15% administration fee. Temporary storage of garbage or debris outside the leased premises is not permitted.

### **Temporary Fire Protection**

Operable fire extinguishers of the proper classification and in sufficient numbers to combat a potential fire within the premises must be provided throughout the construction period. Base building extinguishers are not to be removed from cabinets.

### **Security**

The Tenant and its contractor are fully responsible for the physical security of the leased premises and the contents thereof throughout the construction period. If required, temporary door(s), frame(s) and hardware are to be installed at the Tenant/contractors expense. A copy of the key must be left with the Landlord for access in case of emergency within the suite.

### **Access to Occupied Tenant Spaces**

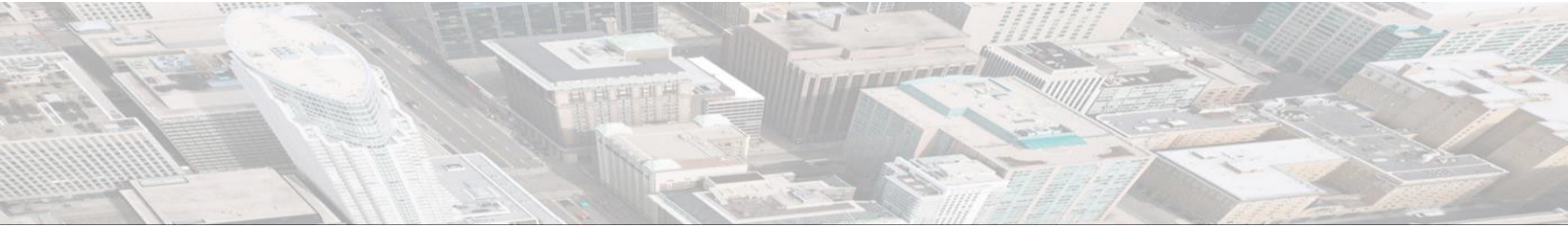
Contractors requiring access to other occupied Tenant premises during construction will do so by appointment, to be arranged through the Landlord and at the reasonable convenience of the affected Tenant. Should access to other occupied premises be required after hours, a security guard escort is required. Please allow seventy-two (72) hours minimum for the arrangement of work within occupied Tenant areas. The Landlord will arrange for a security escort as required. All costs associated with after hours security will be billed directly to the Tenant, including a 15% administration fee.

### **Access and Deliveries**

Deliveries and pickups are permitted at the loading dock between the hours of 7:00 am and 7:00 pm. Forty-Five (45) minutes are allowed for loading and unloading. All deliveries outside of these hours **MUST** be scheduled with Property Management **48 hours in advance** and be approved by the Landlord. The Landlord or any of its agents will not be responsible for receiving or signing for any materials. No deliveries of any kind will be allowed through the lobby without written approval from the Landlord. Vehicles entering the loading dock may be subject to a vehicle inspection and/or search and must provide documentation pertaining to delivery destinations.

### **Access Panels**

The Tenant must provide access panels of sufficient size in walls, ceilings and floor construction as directed by the Landlord to permit necessary access to equipment and/or services. All sizes and locations of access panels are to be approved by the Landlord prior to installation.



## Testing and Tie-ins

The Tenant must obtain the Landlord's permission in writing prior to the installation of any tie-ins to the base building mechanical, electrical, controls, fire protection or life safety systems and before testing any such tie-ins. Where any tie-ins are made to existing services i.e., domestic water, sanitary, etc. provisions for future accessibility and isolation must be made, and are the responsibility of the Tenant or their contractor. The Tenant will be held fully responsible for any damages that may result from such tie-ins.

## Building Automation Systems

An itemized list of all systems which are to be tied into the Building Automation System (BAS) must be provided to the Landlord to mitigate potential oversights in Tenant work.

## Life Safety

All revisions to the base building sprinkler system must be approved by the Landlord or authorized personnel. The sprinkler control valve will be closed and the sprinkler line drained down at the Tenant's contractor's request. Refer to the "Fire Protection and Security Request" form located in the forms section of this manual. Charges for drain downs and fire watch are applicable. All sprinkler systems components must be able to be made operable at the end of each day. The Landlord must be contacted forty-eight (48) hours in advance of any proposed sprinkler work, before commencing work on the site. All precautions must be taken to ensure false fire alarms do not take place. Sprinkler work requiring isolation of occupied areas must be completed during normal business hours. **False alarm charges from the Toronto Fire Services will be billed back to the tenant.**

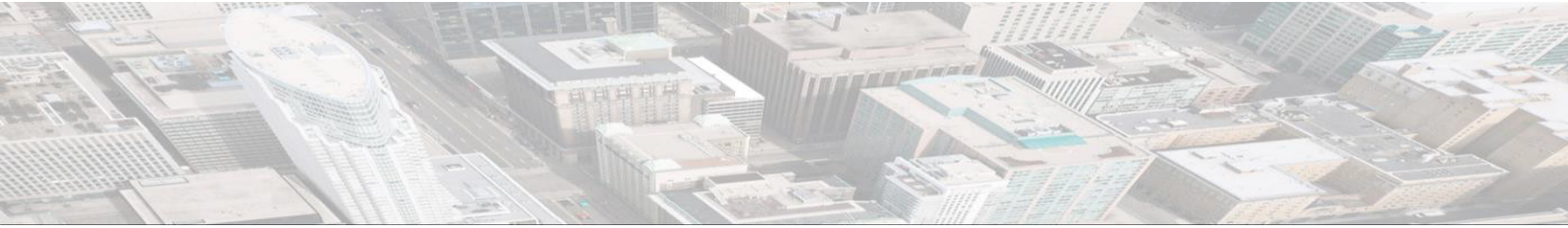
### **The contractor must provide a fire watch person for occupied areas in accordance with the building fire plan**

The Tenant is responsible to ensure that the relocation or addition of heads conforms to all applicable N.F.P.A. standards, I.A.O. requirements and to all authority requirements.

- A temporary smoke detection system must be installed in the event that the sprinkler system and building smoke detection system becomes inoperable at the end of each day
- A full set of approved hydraulic calculations and drawings must be forwarded to the Landlord from the sprinkler contractor prior to the commencement of work

## Damages

The contractor must ensure that all finishes to base building elements are properly protected during construction. The landlord will charge the Tenant for the cost of repairing any such damages determined by the Landlord to be caused by Tenant's construction. Contractors are expected to report any damage to the Landlord immediately. If necessary, the landlord will repair any damages attributed to the Contractor. The cost will be charged back to the Tenant with a 15% administration fee.



## Plumbing

Where plumbing is 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 capped. Installation of water meter(s) will be required on all incoming lines to the Tenant's premises servicing any kitchens, private washrooms and HVAC equipment as specified by the Landlord. Where new plumbing fixtures are installed by the Tenant, it is the Tenant's responsibility to ensure that flush and flow rates meet the targets listed to follow:

Fixture Type	Flush or Flow Rate
HET*, Single Flush	4.8 LPF**
HET, Dual Flush Commercial	6.0 / 4.2 LPF
HET, Dual Flush Residential	6.0 / 3.0 LPF
Composting Toilet	0.0 LPF
High Efficiency Urinal	1.9 LPF
Ultra High Efficiency Urinal	0.5 LPF
Low Flow Showerhead	6.8 LPM++
Low Flow Kitchen Faucet	1.9 – 5.7 LPM
Low Flow Lavatory Faucet	1.9 LPM

\*High Efficiency Toilet

\*\*Litres Per Flush

++Litres Per Minute

## Powder Actuated Devices

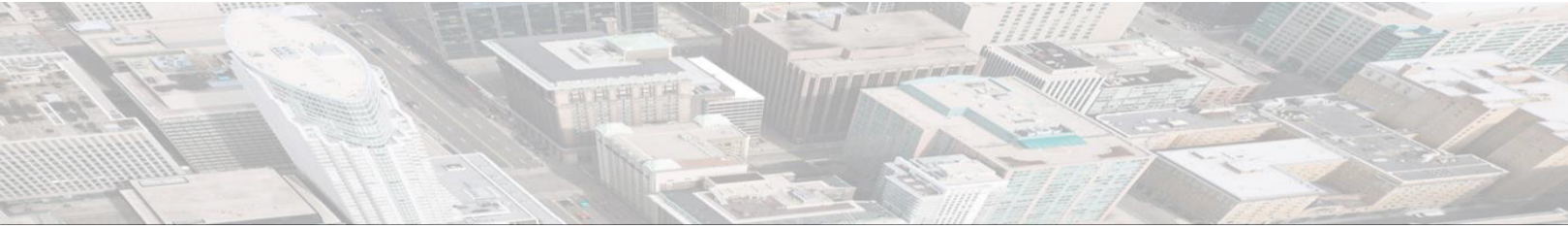
Powder actuated fasteners may not be used to support ceiling suspension systems or equipment suspended from the underside of slabs.

## Drilling and Cutting

The Tenant contractors are prohibited from drilling, coring or cutting openings of any description in any part of the base building structure. If such work is necessary and acceptable by the Landlord and the Landlords structural engineer, it will be carried out after regular working hours by the Tenant's contractor. X-Ray of core slabs or walls, is mandatory, and will be at the Tenant's / contractor's cost. The Landlord requires all proposed core drilling locations to be approved by the base building structural engineer prior to Landlord approval to proceed with the work. All x-raying and subsequent core drilling must occur between **midnight and 5 am**.

### **Note: All penetrations must be fire-stopped**

A work permit application must be submitted for approval with a minimum of five (5) days in advance of x-ray work in order to coordinate with other tenancies. The contractor must engage an approved subcontractor for all x-ray work. Any damage to cast in electrical wiring or plumbing or affected services of adjacent Tenant's due to Tenant core drilling is at the cost of the Tenant. Tenant's contractors are



responsible for all security escort costs, cleaning and making good of all affected areas due to access required in other tenancies.

Should the contractor fail to follow required procedures and obtain Landlord approvals, the contractor must bear all expenses associated with the following:

- Determination if the integrity of the structure has been compromised
- Design by the base building approved structural engineer and implementation of any remedial measures necessary to restore structural integrity
- Repair to any damage resulting from the contractors non-compliance, including damage to conduits or rebar

All cutting slurry is to be removed from the building for disposal. This residue is not to be disposed of in the building drains.

### **Structural Support**

Provide structural steel support members as necessary to hang equipment, fans, ductwork, and piping from the building structure. Paint all miscellaneous bare metal one coat grey oxide primer.

### **Fastenings**

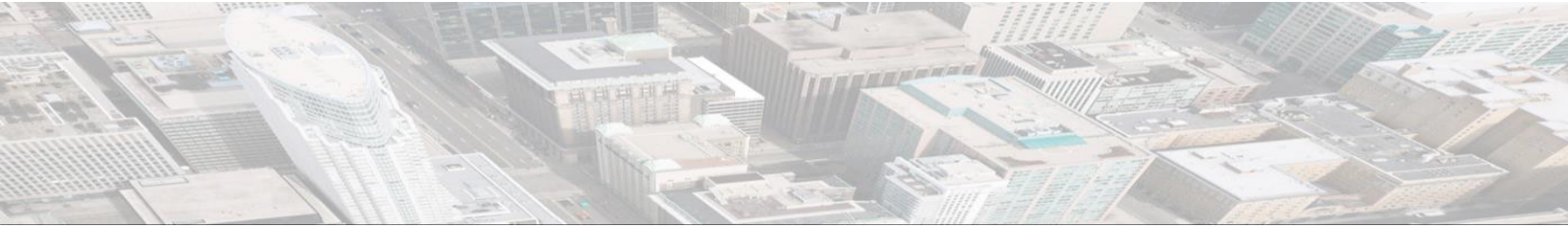
The Tenant's contractors are NOT permitted to fasten to curtain walls, window frames, mullions, heating radiation covers, or walls, which may contain vapour barriers or special fire rated structures. Clips in lieu of screws MUST be used to fasten interior or demising walls to the ceiling T-bars. No wall partitions will be permitted to butt up to the windows. All walls must end at an existing window mullion.

### **Welding and Open Flame Work**

Open flames for welding, cutting or other purposes are not permitted without the prior consent of the Landlord. Proposed work of this nature must be approved by the Landlord in writing with **72 hours minimum notice** prior to the commencement of work and must adhere to all Landlord hot work procedures. A "Hot Work" permit must be submitted and approved by the Landlord prior to performing this work. (Refer to the applicable form located in the forms section of this manual). An operational fire extinguisher must be available in the immediate vicinity of the work, in addition to those already present. The Tenant contractor shall co-ordinate the deactivation of the smoke detectors and fire watch services with the Landlord. All costs associated with this work will be billed back to the Tenant plus an applicable 15% administration fee. The contractor must notify the Landlord when the work is completed in order for the life safety systems to be reinstated. Should the Tenant contractor neglect to notify the Landlord regarding the above-noted work and a fire alarm is activated resulting in a false alarm, the Tenant contractor will be charged with all associated costs plus an applicable administration fee (15%) per occurrence. No gas powered equipment is to be used within the building.

### **Interruption of Services**

Any interruptions of the base building systems shall be co-ordinated with the Landlord for the time and duration and shall strictly adhere to the Landlord's instructions in this regard. All costs associated with premium time for work outside normal working hours are at the sole cost of the Tenant.



## Electrical Power Shut Downs

All requests for electrical power shut downs must be made in writing and submitted for approval to the Landlord two weeks prior to the required shut down. The Landlord's costs associated with the shutdown plus an administration fee (15%) will be charged back to the Tenant.

## Air System Shut Downs

All requests for air system shut downs must be submitted for approval to the Landlord 48 hours prior to the shutdown date. A Tenant's request for extended air conditioning will take precedence over a contractor's request for a shutdown period.

## Water System Shut Downs

All requests for water system shut downs must be submitted for approval to the Landlord 48 hours prior to the shutdown date. Any shut downs of the building's main domestic water booster pumps will be scheduled at the Landlord's discretion and may require extended notice. (See forms section of this manual for applicable form)

## Electromagnetic Locking Devices

All Electromagnetic Locking Devices shall be installed in accordance with subsection 3.4.6.15 (4) of the Ontario Building Code. The installation must:

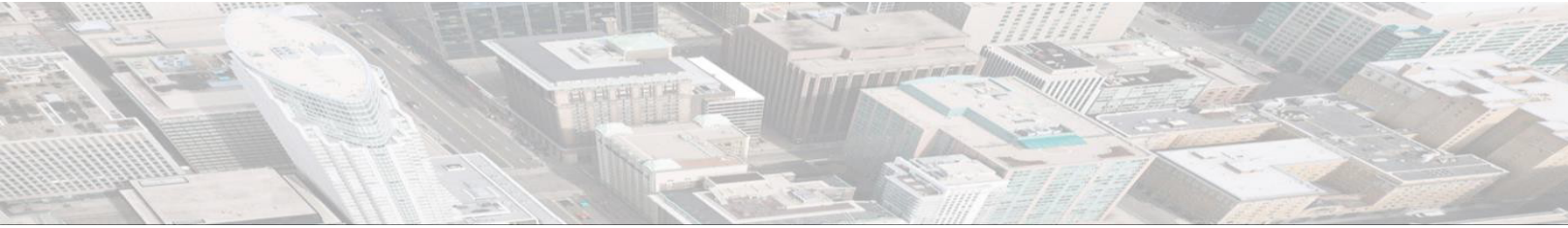
- Have a permit issued by the City of Toronto Department of Buildings & Inspections
- Be certified by the installing contractor
- Be verified and certified by the indicating base building contractor
- Have the operation witnessed by the Toronto Department of Buildings & Inspections
- Have all pertinent documents available for the Toronto Department of Buildings and Inspections
- All electromagnetic locking devices must be connected to the building's master override switch
- Verifications are to be performed between the hours at 6:00 pm and 6:00 am

## Fire Alarm Testing

The building fire alarm system exists and operates. Before performing any changes to the system, alert the Landlord **48 hours minimum in advance** to allow the zone to be isolated. Any costs associated with after-hours work are at the sole costs of the Tenant. All devices, which are disconnected and reconnected to the fire alarm system, are to be verified for operation prior to final inspection. Verification and testing must be performed by the Base Building Fire Alarm Contractor. All fire alarm and pull station testing is to be performed between 6:00 pm and 6:00 am.

Only building personnel are allowed to isolate the fire alarm panel when modifying, installing, and/or relocating any alarm devices (i.e. pull stations, communication speakers, fire alarm bells, etc.). Refer to the non-compliance fee schedule for costs associated with the Tenant's contractor inadvertently causing an alarm plus the applicable administration fee. Any further charges incurred by the attendance of the Landlord's building personnel will also be charged back to the Tenant, plus administrative fees.





## **Storage of Materials**

The Tenant contractors will stack drywall in piles not exceeding 305mm in height over the main beams at column lines. Do not overload the structure.

## **Parking**

Parking for trade's people is the responsibility of the contractor at the contractor's expense. No vehicles may be parked, placed or worked from on the sidewalks, driveways, or any other property inside the street lines surrounding the property. Under no circumstances are vehicles to impede or block access to the parking garage or loading dock facilities, or park in reserved/prohibited areas.

## **Work Conflict**

Tenant contractors work shall be performed in a manner that will not interfere or conflict with any activities of the Landlord, other Tenants or the operation of the complex.

## **In House Chargeable Services**

Charges are applicable for the drainage and refilling of the sprinkler and/or standpipe system (per floor, per occurrence basis) as well as by-passing fire alarm points (per floor, per occurrence basis). Refer to the schedule of Landlord charges applicable to Tenant construction.

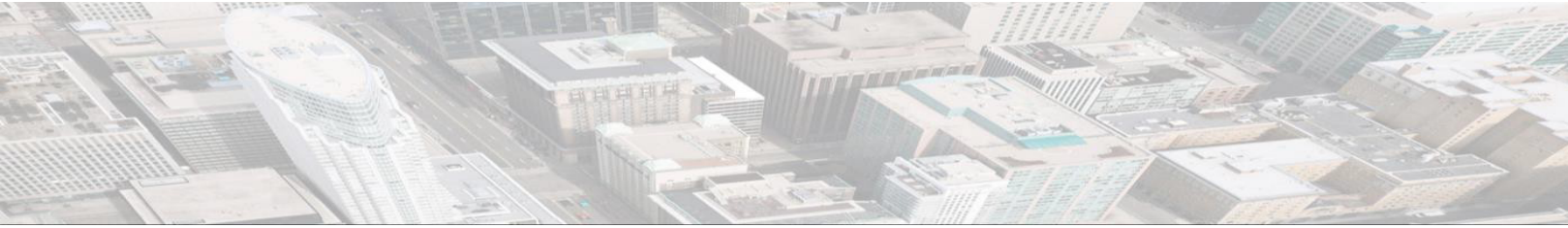
The request for building services form must be completed for all requests (refer to the applicable form located in the forms section of this manual). A minimum of 48 hours-notice for all requests is required. All costs associated with Tenant leasehold improvements are at the sole cost of the Tenant and will be charged back to the Tenant plus an applicable administration fee (15%). All occurrences of activating the fire alarm associated with Tenant work will result in fines being charged to the Tenant based on the fine levied by the Toronto Fire Department, plus any applicable administration fee.

## **Maintenance & Operating Instructions**

Prior to hand-over of the premises to Property Management, the Tenant's base building contractor is to calibrate all thermostats to ensure accurate operation. Provide the Landlord with two copies of the manufacturer's maintenance and operating instructions for all equipment. Provide the Landlord with training on emergency operation and maintenance. Present the instructions in indexed three ring hard cover binders, with spine label project indicator, and index sheet. Including all shop drawings, permits, warranty details, certificates, contractor names, testing and balancing reports, functional testing and verification reports, meter calibration reports (if applicable) and telephone number lists for all project trades in this manual.

## **Landlord Access to Premises**

The Landlord shall have unrestricted access to the Tenant's premises at all times during construction for the purpose of inspecting the Tenant's work. The Landlord retains the right to correct or complete any work deemed to be unsatisfactory at the Tenant's expense.



## Hazardous Materials

Spills, contaminations, leaks etc. or any other health and safety concerns must be immediately reported to security. Hazardous materials must be handheld, contained, transported and disposed of in an environmentally correct manner by the contractor, in full compliance with any and all governmental by-laws and regulations. The Landlord reserves the right to stop work at the Tenant's expense until the Tenant's contractor is in compliance.

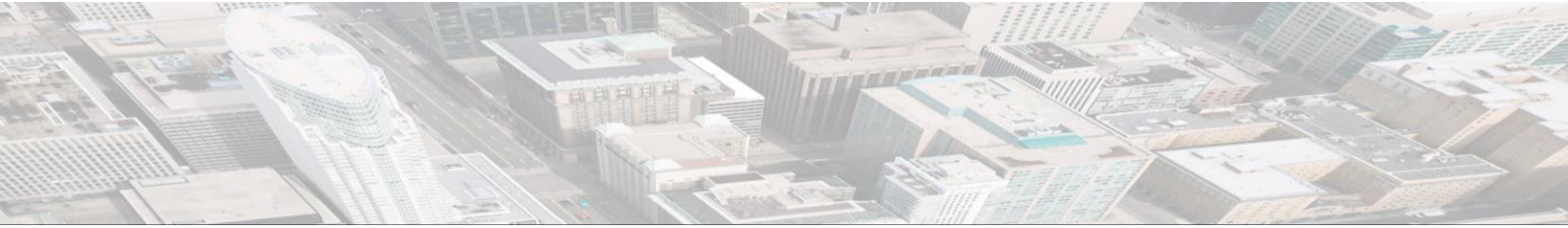
## Rooftop Access

All contractors requiring roof top access must sign a waiver form (see forms section of this manual) and present proper fall-arrest certification for Landlord approval prior to obtaining access.

## Service Fee Schedule

All fees are subject to applicable 15% administration fee.

Item	Description	Fee	Notes
1	Access card replacement	\$25.00	Per card
2	Ballast and fluorescent bulb replacement	No charge	Applies to base building fixtures only
3	Construction management fee		Per lease agreement
4	Cleaning – quotation required from base building cleaning service provider		Per quotation
5	After hours HVAC	\$45.00	Per hour – 3 hour minimum
6	Security guards	\$24.50	Per hour – 4 hour minimum
7	Sprinkler drain down	\$300.00	Per hour – 4 hour minimum
8	Standpipe drain down	300.00	Per hour – 4 hour minimum
9	Smoke By-Pass	No charge	
10	Maglock testing	No charge	
11	Keying – quotation required from base building locksmith		Per quotation
12	Base building fixtures		TBA



## Landlord Non-Compliance Fees

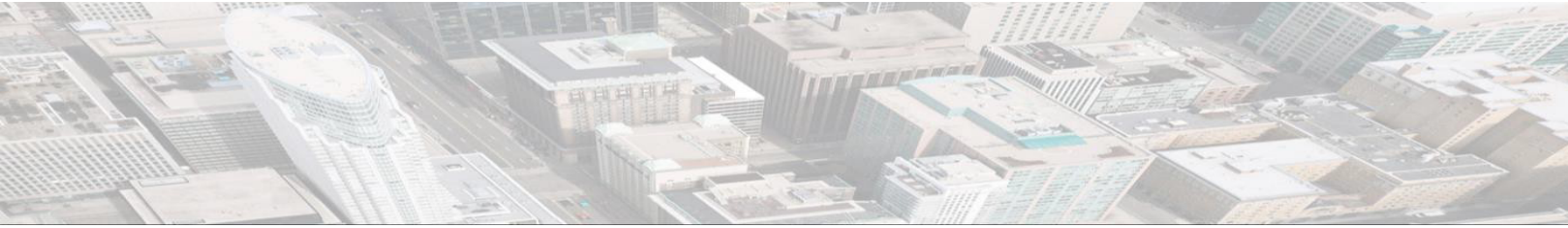
The Tenant’s contractor is encouraged to review all applicable guidelines, policies and information contained within this manual with the landlord prior to the commencement of Tenant leasehold improvement work. To ensure that these guidelines are followed throughout the project, the Landlord will perform periodic site reviews throughout the project. Unsafe workplace and safety practices, and poor construction practices are not acceptable. Any person found to be performing work in an unsafe manner, exhibiting a blatant disregard towards the premises or property and/ or disrespecting Tenants or the Landlord will be removed from the premises.

The Landlord will issue warnings and/or fines per the “Landlord Non-Compliance Fee Schedule” as may be applicable during Tenant construction. Each offence will be recorded and remain on file for a period of 18 months. Continued disregard for Landlord guidelines may result in a temporary or indefinite ban from performing work within the Scotia Plaza Management portfolio.

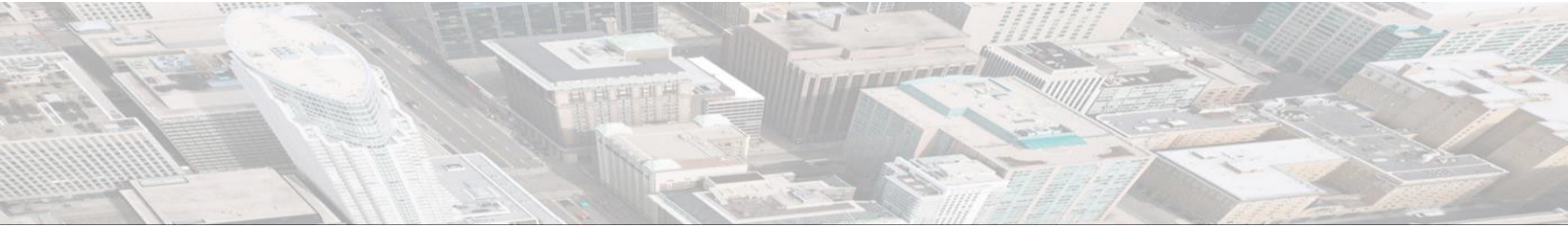
## Landlord Non-Compliance Fee Schedule

All fees are per occurrence, plus 15% administration fee.

Item	Description	Fee
1	Causing a fire	\$8,000.00 plus damages
2	Open flame work without a hot work permit and ten pound fire extinguisher	\$2,500.00
3	Activation of fire alarms – tone’s or no tones	\$1,500.00 plus Toronto fire service charges
4	Deliberate disconnection of the fire alarm system without authorization	\$2,000.00
5	Obstruction of any fire equipment – pull stations, hose stations, sprinkler heads, smoke heads	\$500.00
6	All combustible gas cylinders when not in use must be properly secured by a metal chain to prevent it from tipping or falling over	\$500.00
7	Leaving the premises without informing security while the fire alarm system is isolated	\$1,500.00
8	Storage of combustibles in general services areas	\$500.00
9	Unsafe build-up of garbage	\$500.00 + cleanup costs
10	Wedging open or obstructing any stairwell / door /fire door or obstructing any mean of egress	\$500.00
11	Smoking on the jobsite	\$1,000.00 + municipality fees



<b>Item</b>	<b>Description</b>	<b>Fee</b>
12	Wedging open, leaving open or obstructing any electrical room or mechanical room door	\$500.00
13	Electrical work completed by unlicensed or unauthorized individuals	\$2,500.00 & removal of contractor
14	Failure to comply with mandatory lockout/tag out.	\$1,500.00
15	Noise or odour disruption/disturbance during daytime hours	\$500.00
16	Failure to provide protection for disposal bins in the loading dock	\$250.00
17	Improper implementation of dust control measures	\$250.00
18	Failure to wear PPE as required by OSHA	\$250.00
19	Unauthorized garbage disposal at loading dock	\$250.00
20	Unauthorized parking, welding, sawing and / or cutting in the loading dock	\$250.00



## **POST CONSTRUCTION**

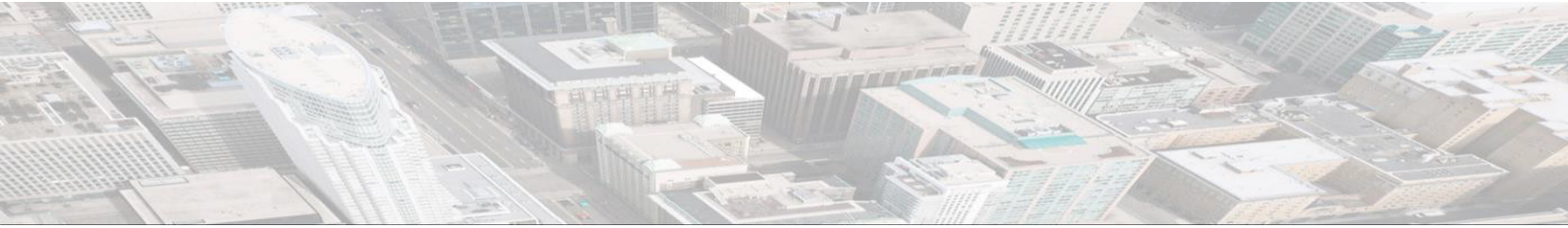
### **Close Out Documentation**

Upon completion of construction work, two (2) copies of the documents listed below must be submitted to the Landlord together as a close out package. If you are unsure what documents are applicable to your project, please contact the Construction Manager for clarification. No contract shall be considered complete until all applicable documents have been received by the Landlord.

The following documents must be submitted to the Landlord (2 copies) upon completion of construction:

- A certificate from its architect/designer/ mechanical and electrical engineers, stating that all work has been completed in accordance with the approved drawings
- A full set hard copy and an electronic CAD (.PFD & .Dwg format) copy of architectural, mechanical and electrical "as built" drawings
- Copies of all permits and certificates issued by authorities having jurisdiction over all or any part of the Tenant's leasehold improvement work
- A statutory declaration stating that all accounts for labour, sub-contractors, products, construction equipment and other indebtedness which may have been incurred in the performance of the work and for which the Tenant might in any way be held responsible, have been paid in full and that no liens have been registered against the Landlord's property
- Fire alarm and life safety verification certificates
- Air balancing report from the base building approved air balancer, indicating that all deficiencies have been completed
- ESA clearance certificate
- Electrical load and balance report
- Publication of substantial completion
- Product literature or cutsheets for all construction materials which meet one or more sustainability criteria
- Waste management summary identifying final diversion rate for the project. Minimum diversion rate for all Tenant facility alterations is 75%.
- Final weigh bills, or full package of weigh bills if these were not submitted during the construction process and 1MB photographs
- Completed Maglock checklist (as applicable)
- Inspection status letter(s) from the City of Toronto

The close out documentation is to be provided to the Landlord's satisfaction within 120 days of substantial completion. The Landlord will contact the Tenant to coordinate the delivery of these documents within an acceptable period as agreed upon by both the Landlord and Tenant. Should the documents not be delivered as agreed, the Landlord will carry out the required measures to substantially close the project. Any and all costs for this work will be charged to the Tenant's account, including a 15% administration fee.



## Final Cleaning

Upon completion of construction, Tenants are responsible to ensure a final cleanup is completed. The base building approved contractor for cleaning services may be contacted to complete the final clean up at the sole cost of the Tenant.

Prior to moving in, the Tenant and Tenant's contractor are responsible for cleaning the following:

- Carpets and all other floor coverings which may have become soiled during the construction; this includes shampooing as needed
- Light fixtures and lenses (including fixtures previously installed)
- Inside face of windows and curtain wall mullions; perimeter radiation units (inside & out)
- Public corridors adjacent to the leased premises, and service areas used during construction, including base building electrical and mechanical rooms; this includes shampooing as needed
- Window coverings, i.e. blinds, control devices, ductwork
- Elevator(s) and loading area(s)
- Installation of new filters in equipment within the premises and/or the compartment unit serving the floor. Minimum Efficiency Reporting Value (MERV) 8 filters should be installed in all outside air intakes and inside air recirculation returns prior to occupancy

The Tenant / contractors are requested to employ the Landlord Housekeeping provider for the post-construction final clean to avoid possible conflict with the building cleaning program.

## Landlord Tour

The Landlord must complete a tour of the premises upon completion of construction. During this tour, both the Landlord and the Tenant or the Tenant's contractor will document any outstanding deficiencies noted. These are to be completed as soon as possible. Certification from base building consultants that all work is completed must be obtained and a copy provided to the Landlord as part of the close out documentation.

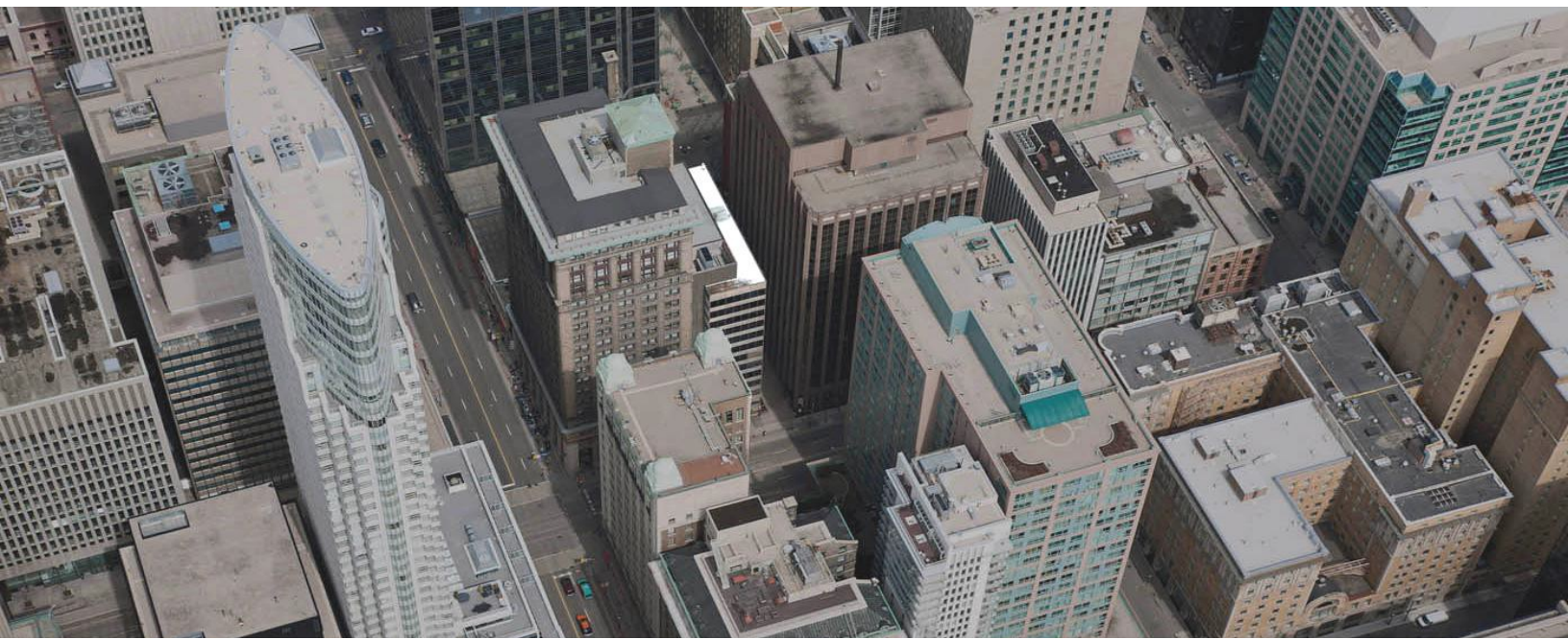
## Move In

It is the responsibility of the Tenant to advise the Landlord in writing, at least two weeks prior to the anticipated move in date, of the following:

- Name of the moving company, including a primary and secondary contact name and telephone number, current WSIB clearance certificate and \$5 million dollars liability insurance including the named additional insured.
- Any other special services or requirements
- Elevator requirements
- Date and time of the move in: **Must be after hours or on weekends.**
- Security requirements



## 2.D Insurance and Indemnification



**100 YONGE STREET**  
Toronto, Ontario



## General Information

In this section, the "Landlord" is defined as **100 Yonge Limited Partnership** and/or its officers, agents, employees and representatives.

## Indemnification

The Tenant/contractor shall indemnify and hold harmless the Landlord, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the performance by the Tenant and/or Tenant's contractor(s) of the Tenant's work provided that any such claims, demands, losses, costs, damages, actions, suits or proceedings are:

- Attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property.
- Caused by a negligent act or omission of the Tenant / Tenant's contractor or anyone for whom the Tenant / Tenant's contractor may be legally liable.

## Comprehensive General Liability Insurance

Prior to commencement of the Tenant's work, the Tenant and contractor shall provide and maintain comprehensive general liability insurance acceptable to the Landlord, subject to the limits of not less than **five million dollars (\$5,000,000.00)** inclusive per occurrence for bodily injury, death, and damage to property. The insurance shall be in the Tenant's name and anyone employed directly or indirectly by the Tenant to perform a part or parts of the work. The Landlord shall be listed as an additional named insured as follows:

**KS 100 Yonge Limited Partnership**

**ARI 100 Yonge Limited Partnership**

**KS 100 Yonge Development Inc.**

**ARI 100 Yonge Development Inc.**

**BentallGreenOak (Canada) Limited Partnership**

**BentallGreenOak (Canada) G.P. Ltd.**

**Bentall Property Services (Ontario) Ltd.**

## Worker's Compensation

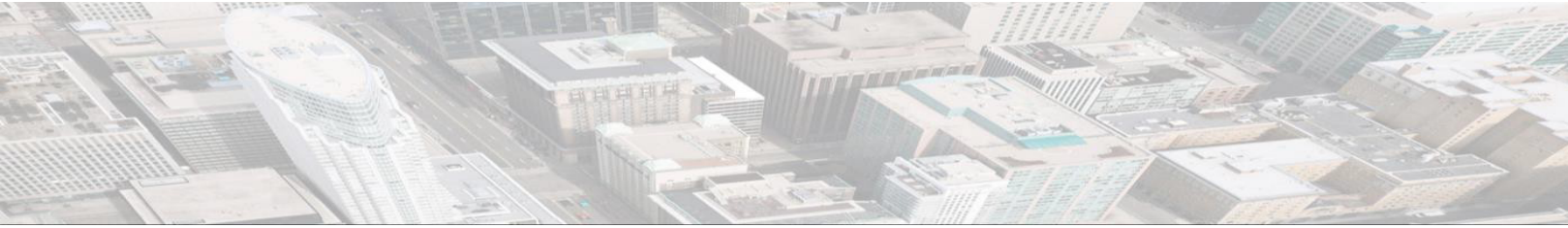
Prior to commencing the Tenant's work, and until the completion of the Tenant's work, the Tenant shall provide a current WSIB clearance certificate for the General Contractor and all subtrades. At any time during the performance of the Tenant's work when requested by the Landlord, the Tenant/contractor shall provide such evidence of compliance by the Tenant/contractor, and any or all contractors and/or sub- contractors.



## 2.E Sustainable Construction Guidelines



**100 YONGE STREET**  
Toronto, Ontario



## Introduction

SP Management LP is proud of its commitment to operating and maintaining commercial buildings to the highest performance and environmental standards. We encourage our Tenants to share in our green building management practices and our green vision. This Tenant guideline will provide practical information and recommendations that can be applied during Tenant improvement projects. Support from the Tenants in designing their space using the following principles will ensure that the benefits from green building design are optimized.

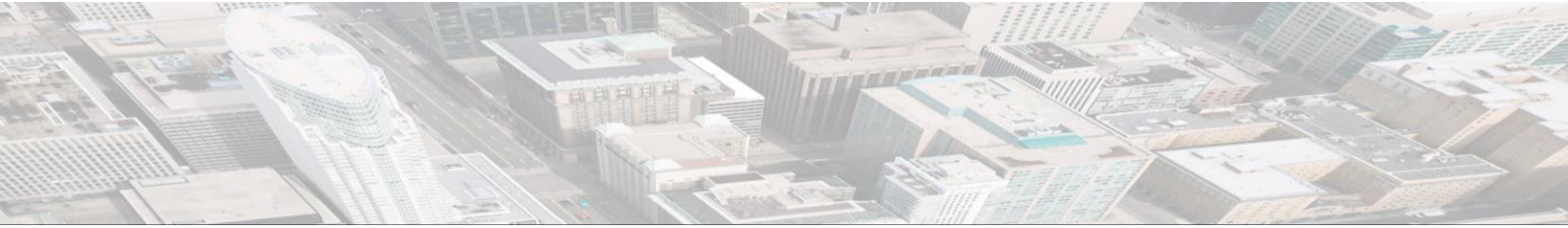
## Environmental Design Elements

The information in this guideline encapsulates the environmental design and construction elements for facility alterations. The information provided includes Landlord recommendations in adopting environmentally friendly practices and implementing sustainable elements into the interior build-out. Scotia Plaza Management encourages communication with all Tenants, and is happy to assist with questions or concerns relating to the sustainability criteria and reporting documentation.

## Importance of Green Building Design & Operation

Meeting green design and operational requirements has many benefits for both the property and our valued Tenants:

- **Lower Operating Costs:**
  - Implementing green design and operating standards will result in lower energy and water consumption thus ensuring lower operating costs
- **Positive Corporate Image:**
  - Embracing corporate social responsibility, environmental commitment, and sound economic benefits for clients, employers and communities is an approach that is becoming best practice. An improved corporate image provides the company with positive publicity and aids their ability to attract and keep employees
- **Improved Employee Productivity:**
  - Improved lighting, thermal comfort, and air quality have a direct impact on workers' productivity. A typical office will spend significantly more on office salaries per square foot than it will on rent, energy, and operating costs. Therefore, optimizing the indoor environmental quality increases productivity and reduces employee absenteeism
- **Future-Proofing:**
  - Incorporating efficient equipment and sustainable best practices helps lower energy and water costs while ensuring that the building will be desirable for years to come. With rising energy costs and the escalating stringency of building codes, buildings that are not constructed to high energy and water efficiency standards will soon be considered out-dated and uneconomical



## **Leadership in Energy and Environmental Design (LEED®)**

The LEED® Rating Systems were created by the US Green Building Council (USGBC) to reduce the construction industry's carbon footprint by creating a market driver which recognizes the top 15% of high performance buildings.

LEED® Rating Systems are voluntary, consensus-based and third party verified by the Canada Green Building Council (CaGBC) and USGBC. All LEED Rating systems are flexible enough to accommodate the green building strategies that best fit the objectives and constraints of the particular project.

Project ratings are certified by the USGBC or CaGBC based on the project's total points score. Points are awarded by documenting achievement of chosen performance standards, credits, and mandatory performance standards, prerequisites. In order to verify compliance with Prerequisites and Credits, projects must pass an independent review conducted either through the CaGBC or the USGBC. Projects can achieve the following certification levels: Certified, Silver, Gold or Platinum, based on the total number of points earned by a project. LEED rating systems are world recognized and synonymous with excellence; achieving LEED certification for a project assures owners and Tenants superior building performance.

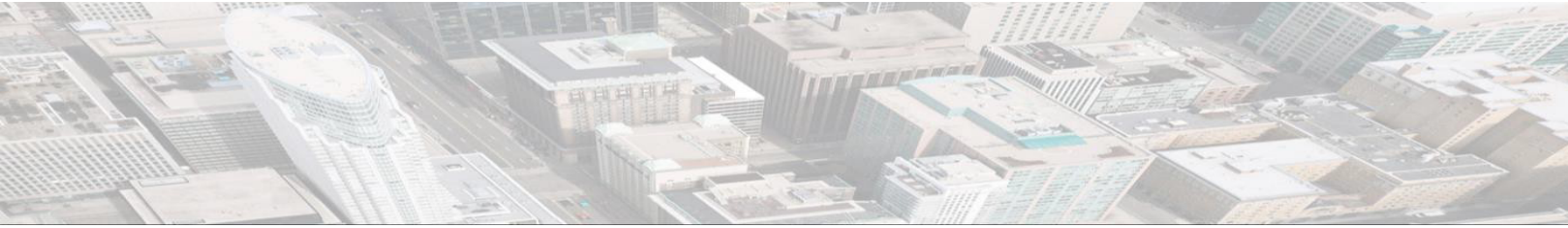
All LEED® Rating Systems, with the exception of the CaGBC's LEED-CI program, are scored out of a possible 110 points, and divided into seven categories:

- Sustainable Sites
- Water Efficiency
- Energy & Atmosphere
- Material & Resources
- Indoor Environmental Quality
- Innovation in Design/Innovation in Operations
- Regional Priority

The following CaGBC LEED programs are currently available:

- LEED-New Construction (NC)
- LEED-Core & Shell (CS)
- LEED-Commercial Interiors (CI)
- LEED-Existing Buildings: Operations & Maintenance (EBOM)
- LEED-Homes
- LEED-Neighbourhood Development (ND)

CaGBC LEED programs have been adapted from the US versions to incorporate local standards which are more applicable to Canadian projects. The majority of Canadian projects register through CaGBC programs as project support and tools are better adapted to project conditions.



## **LEED® for Existing Buildings: Operations & Maintenance**

The CaGBC LEED-EBOM program was developed to encourage excellence in operating and maintaining existing buildings, recognizing the importance of standardizing facility management processes and gradually updating older commercial assets. The program sets performance and reporting criteria for maintaining mechanical, plumbing and electrical systems, as well as procurement, solid waste management, cleaning and facility alterations. The EBOM program differs from other LEED rating systems in its long-term approach to certification. To reflect a building's long operational life, EBOM certification status can only be retained if a building re-applies for EBOM certification every five years.

The LEED EBOM rating system is a tool for changing the facility management industry's best practices, and ensuring that existing buildings meet minimum energy, water and indoor air quality standards without compromising Tenant needs.

In order to achieve facility renovations & alterations requirements mandating sustainable construction materials, waste management and indoor air quality construction methods, outlined below are the required steps below, and in the previous sections of this manual.

## **LEED CI Tenant Guidelines**

### **LEED® for Commercial Interiors**

LEED®-CI (Commercial Interiors) is the industry benchmark for sustainable design and construction of Tenant fit-outs. Using LEED®-CI, Tenants, along with their design teams, can make sustainable choices and improve the indoor environment within the scope of work they control. LEED®-CI provides third party verification of Tenant sustainable achievements and a recognized leadership brand to promote interior environments that are healthy, productive and efficient. Tenants have the option of pursuing LEED-CI, in addition to incorporating mandatory sustainable best practices during facility alterations or Tenant leasehold improvements. By incorporating the approach set out in this guideline, your company will be demonstrating its social commitment to the community and its employees.

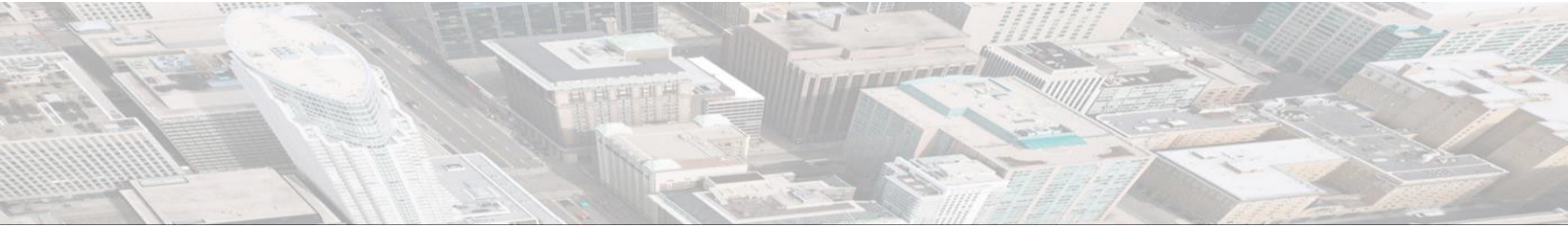
## **Strategies & Best Practices**

This section will provide you with practical information and recommendations that can be taken during your Tenant improvement project in order to maximize the environmental performance of your space. This information will outline specific areas such as thermal comfort, lighting, indoor air quality and materials selection. By incorporating these strategies you will be creating workplace that is safe, healthy and productive.

## **Project Team**

A LEED-CI Tenant improvement project shall include two additional team members which are not required for a regular Tenant improvement project:

- Commissioning Agent: This team member signs a contract with the Tenant and acts as a quality assurance agent to ensure the Tenant's requirements are properly designed, constructed, installed and operated



- **LEED Consultant:** This team member ensures that sustainability criteria are discussed and incorporated into the design and construction phases, reviews all relevant LEED-required documentation and compiles the LEED submission package for the Canada Green Building Council (CaGBC)

## **Project Scorecard**

A LEED-CI Scorecard is a living document which records the project's targeted, potential and not targeted credits during each project phase: pre-design, design, construction and occupancy. The Scorecard provides a summary of the project's total anticipated score, effectively outlining the project's targeted certification level. The LEED Consultant manages and distributes the Scorecard to all team members, ensuring that all targeted credits are on track during the project's development.

## **Integrated Design**

In order to achieve any LEED® certification for your project, it is important to establish project objectives as early in the process as possible. These goals should be clearly communicated to all project team members including: architects, interior designers, engineers, project managers, contractors and Landlord. Objectives should be evident in the project plans and construction documents.

Integrated Design is a vital approach for LEED®-CI. Space planning should be coordinated with HVAC, lighting and architectural elements such as windows, to facilitate a comprehensive design. For example, choosing a more efficient lighting system will minimize HVAC requirements, enhance the workplace environment, consume less energy and result in lower operational costs.

An experienced and competent designer will be able to combine your office requirements with your environmentally positive objectives, and will consult extensively in order to properly assess your company's:

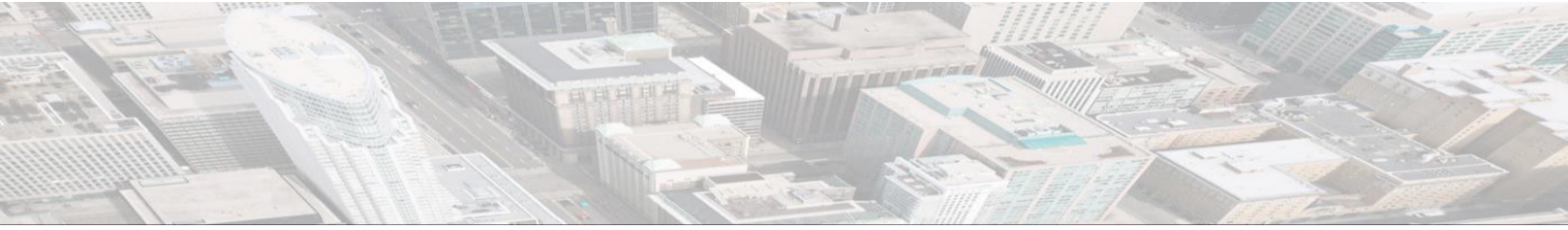
- Corporate culture
- Work flows
- Inter-department relationships
- Infrastructure requirements (data, voice, ups etc.)
- Future growth expectations

Be sure to check the designer's references and their experience and knowledge with green interiors and LEED® Rating Systems.

## **Required LEED-CI Criteria**

LEED-CI projects must meet all six prerequisites in order to be eligible for certification:

- Energy & Atmosphere Prerequisite 1: Fundamental Commissioning
- Energy & Atmosphere Prerequisite 2: Minimum Energy Performance
- Energy & Atmosphere Prerequisite 3: CFC Reduction in HVAC&R Equipment
- Materials & Resources Prerequisite 1: Storage and Collection of Recyclables
- Indoor Environmental Quality Prerequisite 1: Minimum Indoor Air Quality (IAQ) Performance



- Indoor Environmental Quality Prerequisite 2: Environmental Tobacco Smoke (ETS) Control

In addition to the prerequisites, LEED-CI projects should consider the following design and construction criteria:

- Tenant HVAC design
- Efficient lighting design
- Access to daylight
- Plug load efficiencies
- Tenant water use
- Thermal comfort
- Construction waste and indoor air quality
- Material specifications

### **Tenant HVAC Design**

Where additional HVAC equipment is required to meet Tenant ventilation and thermal comfort requirements, specify high efficiency mechanical equipment which:

- Meets ASHRAE/IESNA 90.1-2004 energy efficiency requirements or local standards, whichever are more stringent
- Meets ASHRAE 62.1-2004 ventilation requirements
- Avoid over-sizing mechanical equipment capacity

Consider HVAC zones and controls when designing Tenant space to ensure HVAC system can adjust to varying heating and cooling requirements throughout the space. A properly designed zoning plan will not only enhance occupant comfort but also result in more efficient operation and lower operating costs.

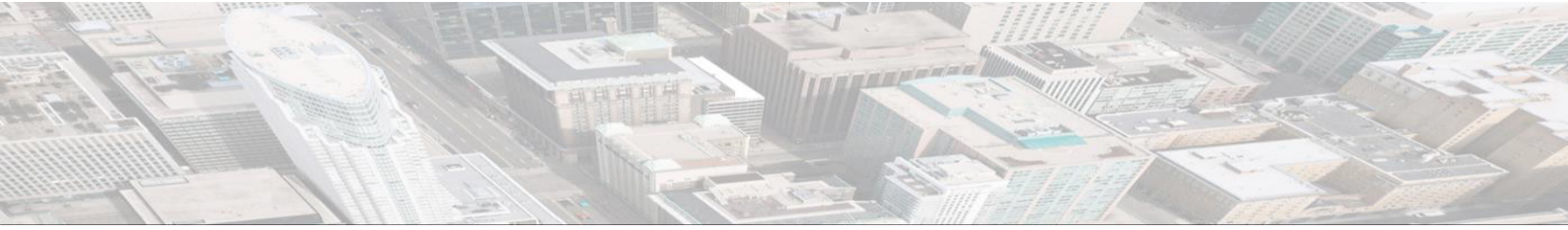
- As best practice, place the office layout with consideration of zones with similar needs for heating/cooling based on function, activity level, exposure to sun and schedule of use
- Provide adequate supply and return air and controls for each zone
- Coordinate sensors by zone and function so they work in complimentary function
- Create flexibility by providing separate thermostats for each zone
- Ensure HVAC and lighting design are coordinated to maximize efficiencies and ensure correct sizing of mechanical equipment

### **Efficient Lighting Design**

Quality workspace lighting is the optimal mix of daylight, artificial light, individual and automatic controls.

Consider the following:

- Create an integrated task/ambient lighting solution with a reduced level of overall space illumination, supplemented by occupant controlled task lighting
- Provide 30-footcandles of ambient light for computer workstations. Select luminaries recommended for computer screen workspaces, such as linear indirect/direct fluorescent-pendant luminaries
- Incorporate high-efficiency luminaries, lamps, electronic ballasts and lighting controls
- Use occupancy sensors and sweep controls to automatically turn off lights in unoccupied spaces



- Eliminate brightly lit or contrasting surfaces beside, above or behind a computer monitor, which can be a source of glare for the user
- Use accent lighting such as direct/indirect ceiling fixtures that throw light on the ceiling as well as the workspace
- Use variations in lighting to highlight surfaces and define or delineate spaces having different uses, such as circulation zones, work areas and meeting spaces
- Specify light-coloured finishes on ceilings and walls
- Select a pleasant colour temperature of lamps e.g. 4100° Kelvin or above with a Colour Rendering Index (CRI) of 80 or more
- Use LED fluorescent tubes to maximize energy efficiency.
- Select parabolic rather than prismatic fixtures to reduce glare

## **Natural Lighting Design**

Many studies have demonstrated a correlation between increased productivity, improved health and reduced absenteeism and workplace daylight access. When coupled with electric lighting controls, day lighting can significantly reduce energy consumption.

Maximizing available daylight:

- Design open office areas to provide universal access to available daylight and views
- Specify glass doors, walls and workstations partitions, and arrange furniture to allow deeper daylight penetration into the workspace
- Avoid situating private offices along exterior walls

Optimizing energy efficiency:

- Include daylight in lighting power density calculations to reduce artificial lighting
- Specify daylight controls for perimeter lighting

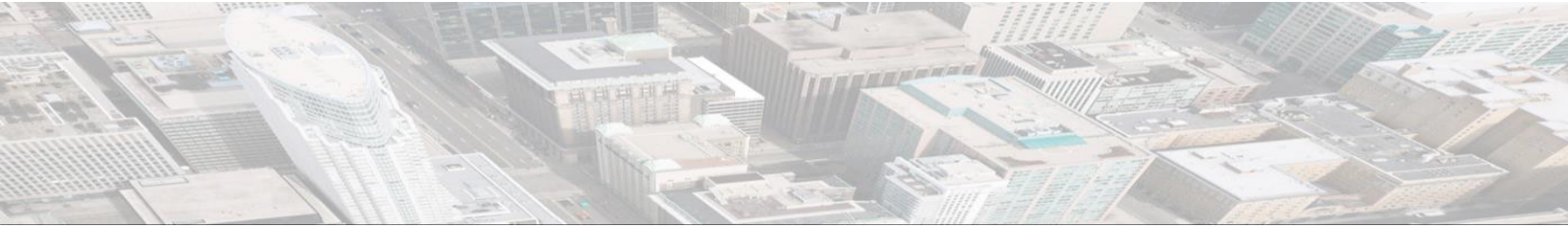
Glare control:

- Specify interior blinds with a tight black or dark grey mesh weave. Specify blinds with a light coloured surface facing the outdoors and a darker colour surface facing the interior
- Install window shades below seven feet on high windows which reach more than nine feet above the floor to allow glare control without cutting off daylight to the interior
- Use light shelves
- Set up workstations so that computer screens are at right angles to windows

## **Plug Load Efficiencies**

Plug loads are frequently overlooked during Tenant improvement projects, although plug loads can contribute to 25% or more of a Tenant's total energy consumption. To reduce Tenant plugs consider the following:

- Where possible, reduce the quantity and size of personal printers
- Specify Energy Star for the following electronics and appliances:



- Audio/Video
- Battery chargers
- Commercial kitchen package
- Computers
- Dishwashers
- Displays
- Enterprise servers
- Imaging equipment
- Refrigerators
- Televisions
- Water coolers

### Tenant Water Use

We are committed to water conservation and encourages its Tenants to install low-flow plumbing fixtures during Tenant improvement projects. New plumbing fixtures shall not exceed the flush and flow rates listed in the table below:

Fixture Type	Flush & Flow Rates**
HET*, Single Flush	4.8 LPF
HET, Dual Flush Commercial	6.0/4.2 LPF
HET, Dual Flush Residential	6.0/3.0 LPF
Composting Toilet	0.0 LPF
High-Efficiency Urinal	1.9 LPF
Ultra High-Efficiency Urinal	0.5 LPF
Low Flow Showerhead	6.8 LPM
Low Flow Kitchen Faucet	1.9 – 5.7 LPM
Low Flow Lavatory Faucet	1.9 LPM

\*High Efficiency Toilet

\*\*LPF = Litres Per Flush

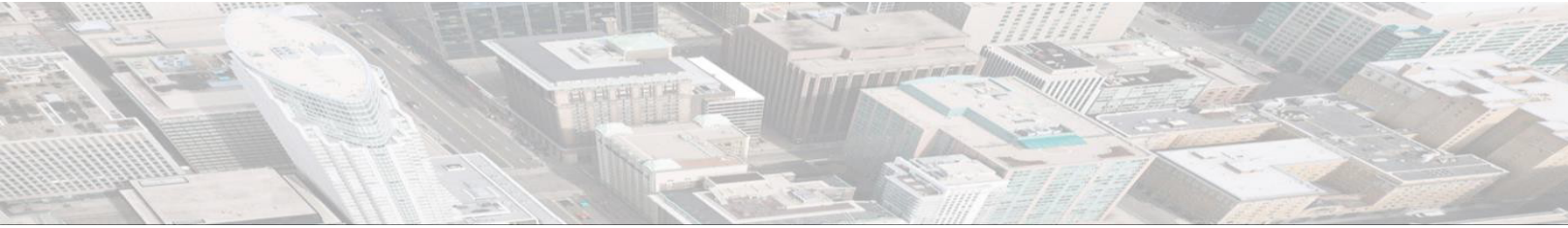
LPM = Litres Per Minute

There are flow rate requirements for water fountains. Kitchen sink sprays should meet the same flow rates as Kitchen faucets, as above.

### Thermal Comfort

There are few other areas that affect employee comfort, morale, and productivity as much as thermal comfort. The base building HVAC system has been designed to provide you with the flexibility to adapt to your specific requirements and ensure optimal comfort for your employees.





Four factors contribute to thermal comfort:

- Air temperature
- Air speed
- Relative humidity
- Radiant surface temperature

Designing for thermal comfort not only protects occupant comfort but also helps keep the HVAC system running effectively. If Tenant mechanical equipment meet the requirements of ASHRAE 55-2004, the Tenant can achieve 1 point under EQc7.1: ASHRAE 55-2004 Compliance.

Using the base building mechanical engineer will assist with the customization of the HVAC system to meet the operational requirements of your interior design and loads.

### **Construction Waste Management**

Tenants will be responsible for all demolition and construction waste incurred during the Tenant improvement project. Tenants are encouraged to make every effort to divert demolition and construction waste from landfill and incineration by:

- Developing a Waste Management Plan prior to construction, mandating a minimum 75% diversion rate
- Requesting a list of waste receiving facilities from the waste hauler(s) prior to demolition
- Requiring weigh bills for all waste removed from the site
- Requiring a Waste Summary from the waste hauler(s) after construction, prior to occupancy, confirming the 75% diversion rate has been achieved

In addition, Tenants should consider taking the following actions:

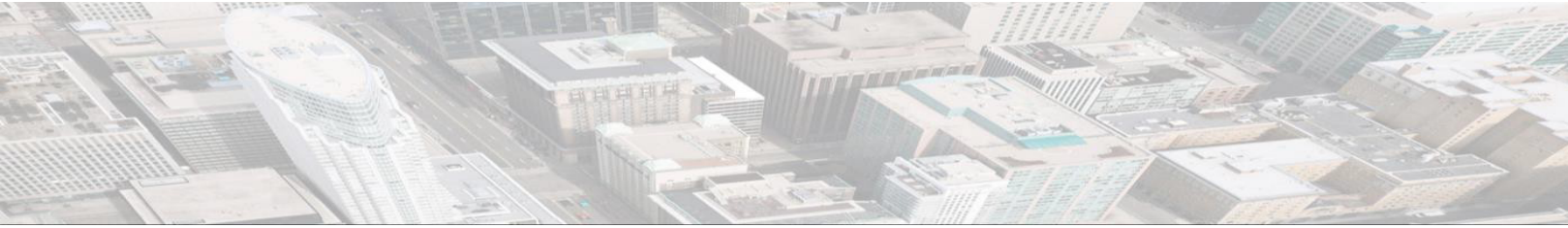
- Embed Waste Management Plan into tender/bid documents
- Provide labeled waste bins for major demolition and construction materials onsite
- Provide recycling bins for sub-contractor lunch/dinner waste

### **Construction IAQ Management**

Maintaining indoor air quality assists with the well-being of all building occupants. Construction that produces dust and / or VOC's is considered a source of air pollutions. Protect all stored or installed absorptive materials from water damage.

Tenants will be responsible for maintaining indoor air quality during construction. These following measures below will help prevent contamination of indoor air:

- Develop an indoor air quality management plan which address they five key SMACNA measures:
  - Protection of the HVAC system
  - Source control of emitting products (if used)
  - Interrupting pathways of pollution
  - General housekeeping



- Schedule of work

#### Construction procedure strategies:

- Seal off the return grilles, so that dust and pollutants won't be picked up during construction
- In spaces where there is no ducted return (rather, an open ceiling plenum) ask if the HVAC can be turned off during construction when there will be dust and odours
- Install temporary air filters during construction that are replaced when the dusty phases are complete
- Have the ducts vacuumed out after construction is complete, to remove dust and debris
- Lay down temporary walk-off mats to catch dust, mud and debris from workers' shoes as they enter the workspace or building
- Instruct the general contractor not to apply any high-emitting products (paints, adhesives, etc.) in the workspace after "sink" materials (absorptive fabrics, carpets and ceiling tiles) have been installed. These materials can absorb and re-emit VOC's over time
- Specify materials and construction practices that reduce pollutant levels and request documentation of VOC level, such as a Material Safety Data Sheets (MSDS), for all potentially polluting products the contractor proposes to use
- Do not use gasoline or other fossil fueled equipment inside the space
- Use construction methods to reduce dust production such as wet sanding or vacuum sanding of drywall
- Fully isolate dust-producing activities from the rest of the space
- Prohibit smoking
- Clean the construction area daily
- Provide monitoring of IAQ protection measures

## Building Materials Choices

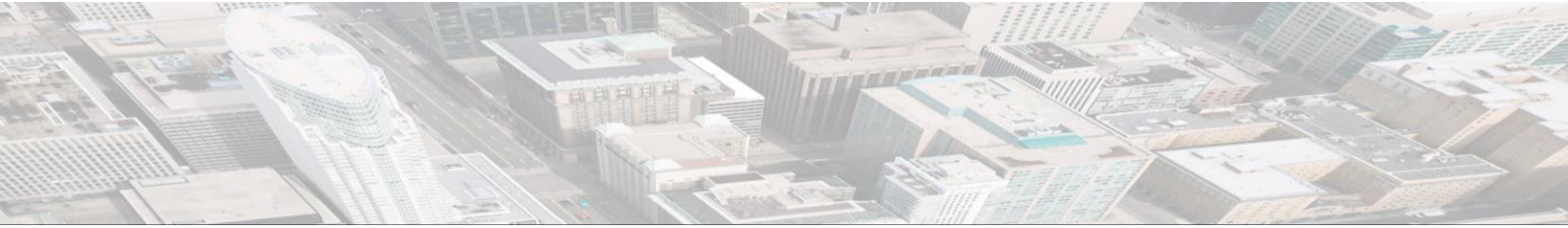
When making choices regarding the finishes and furnishings, it is important to recognize the impact these products have on our environment. The process of making building materials has a huge environmental effect, creating air and water pollution and depleting natural resources. Product consideration should encompass the entire life cycle of the product, from where materials originate to how they are transported during the manufacturing process, to where and how they are disposed of at end-of-life.

Sound environmental choices can be made by considering the following:

### 1. Use low-emitting paints

Material used in paint manufacture may release gases and compounds into the air for a period of time after painting is complete. The emissions from volatile organic compound (VOCs) may cause respiratory irritation and other health problems. The solution is to select paints with low VOC ratings.

Paints and coatings must meet the Green Seal Standard GS-11.



## 2. Use low-emitting adhesives

Interior adhesives can be a significant source of VOCs both during construction and occupancy. Low VOC products protect the indoor air environment and help reduce smog in the outdoor environment.

## 3. Carpet

A carpet's lifecycle impacts include chemical emissions from manufacturing, depletion of natural resources like petroleum, transportation, indoor air quality upon installation and disposal costs at landfills. Choosing carpet that minimizes these impacts is especially important given the huge amount of carpeting used in North America.

- Use carpet tile rather than rolled carpets. Carpet tiles require less adhesive during application and they also aid in spot replacement and longer life
- Look for a product with recycled content and recyclability of the face fiber, backing and cushion

The Carpet and Rug Institute (CRI) has an Indoor Air Quality Carpet Testing Green Label that sets carpet standards. Adhering to the CRI standards is required. The following link provides a comprehensive list approved products.

[www.carpet-rug.com](http://www.carpet-rug.com)



of

## 4. Formaldehyde – Free Interior composite wood

Urea-formaldehyde resin is commonly added to composite wood products. Avoiding formaldehyde containing products reduce the exposure to adverse conditions for staff health and productivity. Select Greenguard certified or “no-urea-formaldehyde” identified products.

## 5. Certified Wood

FSC (Forest Stewardship Council) is a forest certification and labeling system for paper and wood products that acts as a means of protecting forests by promoting responsible forestry practices. The use of certified wood provides assurance that forest resources are managed and harvested in a sustainable way, protecting the integrity of the forest areas and wildlife. Request that all lumber products come from forests that have been certified by FSC.

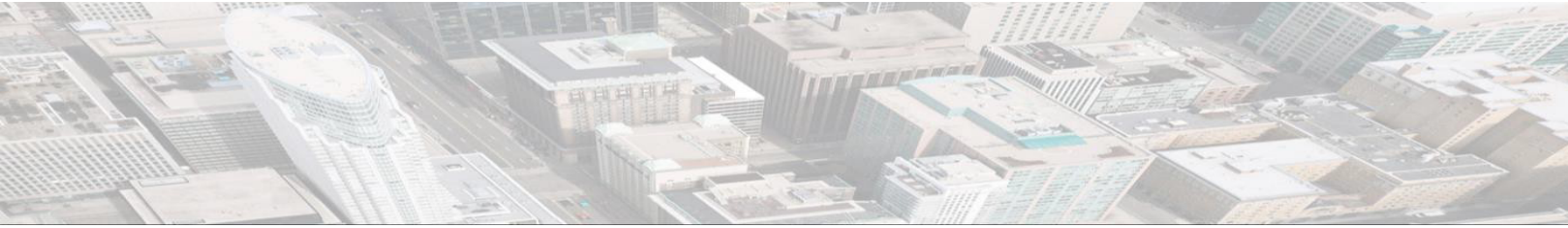


## 6. Local materials

Select where possible locally made products that do not have to be transported over long distances. This not only supports the local economy but also conserves energy by avoiding excessive fuel consumption. Materials are to contain 50% material with the final manufacturing location of the product to be within 800km of the final site.

## 7. Rapidly renewable resources

Rapidly renewable resources are those that regenerate quicker than the demand for the product. This typically means that a product should substantially replenish within 10 years.



Examples of renewable products include: bamboo, cork and natural linoleum flooring. Wheat and straw boards are available for paneling and cabinetry.

### 8. Recycled content

Using recycled materials can reduce the energy, water and waste impacts of the manufacturing process. Buying recycled products in turn creates a market for recycled materials and keeps them out of landfills. Products with recycled content include carpet, drywall, insulation and ceiling tiles.

### 9. Salvaged and refurbished materials

Salvaged materials are products that don't require significant reprocessing in order to be reused. Wood and office furnishings such as desks, panels, chairs and cabinets are common examples of reusing salvaged products.

## Environmentally Preferable Alternatives

Common Material	Alternate Material	Environmental Benefits
Sheet Vinyl Flooring	<ul style="list-style-type: none"> <li>Linoleum Flooring</li> <li>Cork Flooring</li> </ul>	<ul style="list-style-type: none"> <li>Low VOC, rapidly renewable</li> <li>Low VOC, rapidly renewable</li> </ul>
Vinyl Composition Flooring	<ul style="list-style-type: none"> <li>Stratica by Amtico</li> <li>MetaFlor by Lees, Burlington Indiana</li> <li>Rubber Flooring</li> <li>Stained Concrete</li> </ul>	<ul style="list-style-type: none"> <li>Low VOC</li> <li>High recycled content, meets CRI green label, less material use</li> <li>High recycled content</li> <li>Minimal material use</li> </ul>
Rubber Base	<ul style="list-style-type: none"> <li>Carpet Base</li> </ul>	<ul style="list-style-type: none"> <li>Can be recycled at end of life</li> <li>Meets CRI T Green Label</li> </ul>
Vinyl Wallcovering	<ul style="list-style-type: none"> <li>Paint</li> <li>Sisal Wallcoverings</li> <li>Natural Fiber Wallcoverings</li> </ul>	<ul style="list-style-type: none"> <li>Use paint that has no or low VOC's</li> <li>Rapidly renewable material</li> <li>Rapidly renewable material</li> <li>Rapidly renewable material</li> </ul>
Nylon Broadloom carpet	<ul style="list-style-type: none"> <li>Nylon Carpet with recycled content face fibers and/or recycled content backing</li> <li>Wool Carpet</li> <li>Nylon Carpet Tile</li> <li>Stained Concrete</li> <li>Bamboo Flooring</li> </ul>	<ul style="list-style-type: none"> <li>Encourages recycling of materials, meets CRI Green Label</li> <li>Rapidly renewable/high performance</li> <li>Backing has high recycled content, meets CRI Green Label</li> <li>Minimal material use, high durability</li> <li>Rapidly renewable</li> </ul>
Plastic Laminate	<ul style="list-style-type: none"> <li>Linoleum</li> <li>Sealed Concrete</li> <li>Syncrete Concrete</li> </ul>	<ul style="list-style-type: none"> <li>Rapidly renewable</li> <li>Include fly ash for recycled content</li> <li>High recycled content</li> </ul>
Plywood Medium Density Fiberboard Oriented Strand Board	<ul style="list-style-type: none"> <li>Cellulose fiberboard</li> <li>Straw board</li> </ul>	<ul style="list-style-type: none"> <li>Uses recycled newsprint, no formaldehyde</li> <li>Agricultural waste, no formaldehyde</li> </ul>
Finish Wood Products	<ul style="list-style-type: none"> <li>FSC Certified wood materials</li> </ul>	<ul style="list-style-type: none"> <li>Supports sustainable forest management</li> </ul>



### **3. Tenant & Construction Forms**



**100 YONGE STREET**  
Toronto, Ontario

## CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER:  
**KS 100 Yonge Limited Partnership**  
**ARI 100 Yonge Limited**  
**Partnership KS 100 Yonge**  
**Development Inc.**  
**ARI 100 Yonge Development Inc.**

ISSUED BY \_\_\_\_\_

(INSURER/BROKER)

\_\_\_\_\_  
 \_\_\_\_\_

(ADDRESS)

THIS IS TO CERTIFY THAT THE INSURANCE POLICIES AS DESCRIBED BELOW HAVE BEEN ARRANGED THROUGH THIS OFFICE FOR THE INSURED NAMED BELOW. WE HEREBY CERTIFY THAT SUCH INSURANCE POLICIES ARE IN FORCE AND EFFECT AS OF THIS DATE.

NAME AND ADDRESS OF INSURED: \_\_\_\_\_  
 ("CONTRACTOR")

INSURED PREMISES: \_\_\_\_\_

CLASS OF POLICY & NAME OF INSURER	MINIMUM COVERAGE REQUIRED	LIMITS OF LIABILITY	POLICY TERM	POLICY NUMBER
GENERAL LIABILITY  INSURER:  _____	\$5,000,000 – BODILY INJURY, EACH OCCURRENCE	\$ _____  BODILY INJURY, AND PROPERTY DAMAGE, EACH OCCURRENCE	FROM:  _____  TO: _____	#
PROPERTY – (ALL RISKS) INSURER:  _____	\$5,000,000 – PROPERTY DAMAGE, EACH OCCURRENCE  SUFFICIENT TO FULLY COVER INSURED'S IMPROVEMENTS AND ALL PROPERTY IN THE PREMISES ON A REPLACEMENT COST BASIS	\$ _____  AGGREGATE, PRODUCTS AND COMPLETED OPERATIONS  \$ _____  ANY ONE LOSS	FROM:  _____  TO: _____	#

**NOTICE OF CANCELLATION:** (30) DAYS PRIOR WRITTEN NOTICE OF CANCELLATION OF, OR MATERIAL CHANGE IN THE ABOVE-NOTED POLICIES WILL BE GIVEN TO THE CERTIFICATE HOLDER AT THE ADDRESS NOTED BELOW.

**WAIVER OF SUBROGATION CLAUSE:** THE VALIDITY OF THE ABOVE POLICIES SHALL NOT BE QUESTIONED BY REASON OF THE TENANT HAVING PRIOR TO LOSS WAIVED RIGHT OF RECOVERY FROM LANDLORD FOR ANY DAMAGE WHATSOEVER, WHICH MAY BE CAUSED BY IT OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

**ADDITIONAL INSURED:**

**BentallGreenOak (Canada) Limited Partnership**

**BentallGreenOak (Canada) G.P. Ltd.**

**Bentall Property Services (Ontario) Ltd.**

AS GENERAL ARE ADDED AS ADDITIONAL INSURED WITH RESPECT TO THE ABOVE GENERAL LIABILITY INSURANCE POLICY, HOWEVER, ONLY WITH RESPECT TO OPERATIONS OF THE TENANT.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE)

THIS CERTIFICATE IS TO BE RETURNED TO:

SCOTIA PLAZA MANAGEMENT, 40 King St. West, Box 101, P1 Level, TORONTO, ONTARIO M5H 3Y2

NOT VALID UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURER.

## **ELECTRONIC FUNDS TRANSFER**

PRE-AUTHORIZED ELECTRONIC FUNDS TRANSFER PROGRAM  
ENROLLMENT / AUTHORIZATION FORM FOR A BUSINESS

TENANT NAME (THE PAYOR): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TENANT'S BANK NAME: \_\_\_\_\_

I (WE) AUTHORIZE SP Management Limited Partnership as agent for 100 Yonge Limited Partnership. (THE PAYEE) TO PROCESS A DEBIT, IN PAPER, ELECTRONIC OR OTHER FORM IN THE VARIABLE AMOUNTS WHICH ARE IN ACCORDANCE WITH THE TERMS OF OUR CURRENT LEASE. PAYMENT WILL BE DEBITED ON THE FIRST DAY OF EACH MONTH, IN ADVANCE.

I (WE) ACKNOWLEDGE THAT I (WE) HAVE READ AND UNDERSTOOD ALL THE PROVISIONS CONTAINED IN THE TERMS AND CONDITIONS OF THE PRE-AUTHORIZED PAYMENT AUTHORIZATION AND THAT I (WE) HAVE RECEIVED A COPY.

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME:

PRINT TITLE:

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME:

PRINT TITLE:

NOTE: PLEASE ENCLOSE A VOID CHEQUE SO THAT WE CAN APPROPRIATELY RECORD YOUR BANK ACCOUNT NUMBER AND BANK TRANSIT NUMBER.

**ATTACH YOUR VOID CHEQUE**



## **PRE-AUTHORIZED PAYMENTS – TERMS AND CONDITIONS**

"I (WE) ACKNOWLEDGE THAT THIS AUTHORIZATION IS PROVIDED FOR THE BENEFIT OF THE PAYEE AND (PROCESSING INSTITUTION) AND IS PROVIDED IN CONSIDERATION OF (PROCESSING INSTITUTION) AGREEING TO PROCESS DEBITS AGAINST MY ACCOUNT IN ACCORDANCE WITH THE RULES OF THE CANADIAN PAYMENTS ASSOCIATION."

"I (WE) WARRANT AND GUARANTEE THAT ALL PERSONS WHOSE SIGNATURES ARE REQUIRED TO SIGN ON THIS ACCOUNT HAVE SIGNED THIS AGREEMENT BELOW."

"I (WE) HEREBY AUTHORIZE THE PAYEE TO DRAW ON THE PAYOR'S ACCOUNT NUMBER \_\_\_\_\_ WITH (PROCESSING INSTITUTION), FOR THE FOLLOWING PURPOSE."

"THIS AUTHORIZATION MAY BE CANCELLED AT ANY TIME UPON NOTICE BY THE PAYOR. I (WE) ACKNOWLEDGE THAT, IN ORDER TO REVOKE THIS AUTHORIZATION, I (WE) MUST PROVIDE NOTICE OF REVOCATION TO THE PAYEE."

"I (WE) ACKNOWLEDGE THAT PROVISION AND DELIVERY OF THIS AUTHORIZATION TO THE PAYEE CONSTITUTES DELIVERY BY THE PAYOR TO (PROCESSING INSTITUTION). ANY DELIVERY OF THIS AUTHORIZATION TO YOU CONSTITUTES DELIVERY BY THE PAYOR."

"I (WE) UNDERTAKE TO INFORM THE PAYEE, IN WRITING, OF ANY CHANGE IN THE ACCOUNT INFORMATION PROVIDED IN THIS AUTHORIZATION PRIOR TO THE NEXT DUE DATE OF THE PAD."

"I(WE) ACKNOWLEDGE THAT (PROCESSING INSTITUTION) IS NOT REQUIRED TO VERIFY THAT A PAD HAS BEEN ISSUED IN ACCORDANCE WITH THE PARTICULARS OF THE PAYOR'S AUTHORIZATION INCLUDING, BUT NOT LIMITED TO, THE AMOUNT."

"I(WE) ACKNOWLEDGE THAT (PROCESSING INSTITUTION) IS NOT REQUIRED TO VERIFY THAT ANY PURPOSE OF PAYMENT FOR WHICH THE PAD WAS ISSUED HAS BEEN FULFILLED BY THE PAYEE AS A CONDITION TO HONOURING A PAD ISSUED OR CAUSED TO BE ISSUED BY THE PAYEE ON THE PAYOR'S ACCOUNT."

"REVOCATION OF THIS AUTHORIZATION DOES NOT TERMINATE ANY CONTRACT FOR GOODS OR SERVICES THAT EXISTS BETWEEN THE PAYOR AND THE PAYEE. THE PAYOR'S AUTHORIZATION APPLIES ONLY TO THE METHOD OF PAYMENT AND DOES NOT OTHERWISE HAVE ANY BEARING ON THE CONTRACT FOR GOODS OR SERVICES EXCHANGED."

"A PAD MAY BE DISPUTED BY A PAYOR UNDER THE FOLLOWING CONDITIONS:

- (1) THE PAD WAS NOT DRAWN IN ACCORDANCE WITH THE PAYOR'S AUTHORIZATION; OR
- (2) THE AUTHORIZATION WAS REVOKED; OR
- (3) PRE-NOTIFICATION WAS NOT RECEIVED.

THE PAYOR, IN ORDER TO BE REIMBURSED, ACKNOWLEDGES THAT A DECLARATION TO THE EFFECT THAT EITHER (1), (2) OR (3) TOOK PLACE, MUST BE COMPLETED AND PRESENTED TO THE BRANCH OF THE PROCESSING INSTITUTION HOLDING THE PAYOR'S ACCOUNT UP TO AND INCLUDING 90 CALENDAR DAYS IN THE CASE OF A PERSONAL HOUSEHOLD PAD FOR UP TO AND INCLUDING 10 BUSINESS DAYS IN THE CASE OF A BUSINESS PAD, AFTER THE DATE ON WHICH THE PAD IN DISPUTE WAS POSTED TO THE PAYOR'S ACCOUNT.

THE PAYOR ACKNOWLEDGES THAT A CLAIM ON THE BASIS THAT THE PAYOR'S AUTHORIZATION WAS REVOKED, OR ANY OTHER REASON, IS A MATTER TO BE RESOLVED SOLELY BETWEEN THE PAYEE AND THE PAYOR WHEN DISPUTING ANY PAD AFTER (90 CALENDAR DAYS IN THE CASE OF A PERSONAL/HOUSEHOLD PAD OR 10 BUSINESS DAYS IN THE CASE OF A BUSINESS PAD)."

## LIST OF PERSONS REQUIRING EVACUATION ASSISTANCE

TENANT NAME: \_\_\_\_\_

BUILDING ADDRESS: \_\_\_\_\_

SUITE NUMBER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

1. DO YOU HAVE PERSON'S REQUIRING ASSISTANCE TO EVACUATE FROM THE BUILDING IN CASE OF AN EMERGENCY? YES  NO

2. IF YES, PLEASE LIST THE NAMES OF THE INDIVIDUALS BELOW:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: THIS INFORMATION IS CONFIDENTIAL AND KEPT ON FILE BY THE BUILDING EMERGENCY OFFICER FOR THE FIRE DEPARTMENT IN TIMES OF EMERGENCY ONLY.

**FIRE WARDEN APPOINTEE FORM**  
**(FIRE SAFETY PLAN)**  
**(TO BE COMPLETED BY FIRE WARDEN)**

COMPANY: \_\_\_\_\_ FLOOR: \_\_\_\_\_

BUILDING: \_\_\_\_\_

**TITLE**

	NAME	PHONE	EMAIL
FIRE WARDEN			
ASSISTANT FIRE WARDEN			
DEPUTY FIRE WARDEN(S)			
SEARCHER(S)			
ASSISTANT SEARCHER(S)			

# BUILDING STANDARD SIGNAGE REQUEST FORM

**ATTENTION: PROPERTY MANAGEMENT OFFICE**

## **PART 1 (REQUEST)**

PLEASE PROVIDE A COST TO SUPPLY AND INSTALL THE FOLLOWING ENGRAVING:

TYPE OF SIGNAGE:

- DOORWAY SIGN(S) QUANTITY: \_\_\_\_\_
- HALLWAY DIRECTORY SIGN(S) QUANTITY: \_\_\_\_\_
- LOBBY DIRECTORY SIGN(S) QUANTITY: \_\_\_\_\_
- KEY(S) QUANTITY: \_\_\_\_\_

ENGRAVING TO BE AS FOLLOWS:

(PLEASE USE UPPER CASE)

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## **PART II (APPROVED RETURN PORTION):**

THE COST TO SUPPLY AND INSTALL THE ABOVE REQUESTED SIGNAGE, WILL BE \$ \_\_\_\_\_

PLEASE INDICATE YOUR APPROVAL FOR US TO PROCEED BY SIGNING AND DATING THIS FORM WHERE INDICATED BELOW:

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

INSTALLATION  
ADDRESS: \_\_\_\_\_

INVOICING TO: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

NOTE: BUILDING STANDARD DOORWAY AND HALLWAY SIGNAGE TAKES FOUR TO SIX WEEKS FOR DELIVERY.

# TENANT CONSTRUCTION WORK PERMIT

PROJECT: \_\_\_\_\_ SUITE#: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ PHONE #: \_\_\_\_\_

SITE FOREMAN: \_\_\_\_\_ PHONE #: \_\_\_\_\_

FAX#: \_\_\_\_\_ MOBILE #: \_\_\_\_\_

**SITE PERSONNEL & SUBTRADES: (COMPLETE OR ATTACH SEPARATE LIST)**

TRADE:	COMPANY:	CONTACT:	PHONE:	OTHER:

<p>PROPERTY MANAGEMENT ONLY:</p> <p><input type="checkbox"/> <b>SIGNED LEASE</b></p> <p><input type="checkbox"/> <b>INSURANCE</b></p> <p><input type="checkbox"/> <b>WSIB</b></p> <p><input type="checkbox"/> <b>BUILDING PERMIT</b></p> <p><input type="checkbox"/> <b>APPROVED DRAWINGS</b></p>	<p><b>START DATE:</b> _____</p> <p><b>COMPLETION DATE:</b> _____</p> <p><b>BUSINESS HOURS:</b> <input type="checkbox"/> YES* <input type="checkbox"/> NO</p> <p><small>*(NO NOISY, ODOUROUS OR VIBRATORY WORK)</small></p> <p><b>AS BUILT DRAWINGS:</b>      <input type="checkbox"/> <b>REQUIRED</b></p> <p>   <input type="checkbox"/> <b>NOT REQUIRED</b></p> <p>   <input type="checkbox"/> <b>NOT</b></p> <p style="text-align: center;"><b>REQUIRED TENANT APPROVAL</b></p>
---	---

I HAVE REVIEWED THE PERMIT AND I UNDERSTAND THE NATURE AND EXTENT OF THE CONDITIONS IN THE TENANT DESIGN, CONSTRUCTION AND INFORMATION MANUAL AND THE RULES AND REGULATIONS FOR THE BUILDING TO BE FOLLOWED IN PERFORMING THE WORK.

CONTRACTOR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME)

MAILED TO ABOVE ADDRESS IN LIEU OF SIGNATURE

ACKNOWLEDGEMENTS:

\_\_\_\_\_  
PROPERTY MANAGEMENT      OPERATIONS      ENGINEERING      COPY TO SECURITY

## PRE-CONSTRUCTION DOCUMENTATION REQUIRED BY LANDLORD

**TENANT** \_\_\_\_\_

**LOCATION** \_\_\_\_\_

**GENERAL CONTRACTOR** \_\_\_\_\_

<input type="checkbox"/> APPROVED PLANS: ARCHITECTURAL, ELECTRICAL, MECHANICAL, COMMUNICATIONS AND STRUCTURAL (IF APPLICABLE) 2 SETS TO BE PROVIDED		
<input type="checkbox"/> BUILDING PERMIT	<input type="checkbox"/> HVAC PERMIT	<input type="checkbox"/> PLUMBING PERMIT
<input type="checkbox"/> PRE-CONSTRUCTION MEETING ON SITE		
<input type="checkbox"/> COMMERCIAL LIABILITY INSURANCE WITH COVERAGE FOR BODILY INJURY \$5,000,000.00 AND PROPERTY DAMAGE \$5,000,000.00		
<input type="checkbox"/> CURRENT WSIB CERTIFICATE FOR CONTRACTORS		
<input type="checkbox"/> MINISTRY OF LABOUR NOTICE OF PROJECT (50,000.00 + OVER)		
<input type="checkbox"/> SIZE AND VALUE OF THE PROJECT: TOTAL SQUARE FOOTAGE OF AREA UNDER RENOVATION AND THE BUDGET COST FOR CONSTRUCTION		
<input type="checkbox"/> PROJECT DIRECTORY INDICATING KEY PROJECT PERSONNEL, ALL SUBCONTRACTORS AND SITE FOREMEN COMPLETE WITH CONTACT INFORMATION		
<input type="checkbox"/> DETAILED CONSTRUCTION SCHEDULE		
<input type="checkbox"/> \$5,000.00 REFUNDABLE DEPOSIT, TO BE REFUNDED UPON RECEIPT OF CLOSE OUT DOCUMENTATION		
<input type="checkbox"/> SAFETY POLICY		
<input type="checkbox"/> SIGNED LANDLORD DRAWING REVIEW		
<input type="checkbox"/> SIGNED ASBESTOS AWARENESS FORM (IF APPLICABLE)		
<input type="checkbox"/> SIGNED TENANT CONSTRUCTION WORK PERMIT FORM		
<input type="checkbox"/> SIGNED CONTRACTOR SAFETY REQUIREMENTS ACKNOWLEDGEMENT FORM		

## POST-CONSTRUCTION CLOSE-OUT DOCUMENTATION REQUIRED BY LANDLORD (2 SETS OF BINDERS)

**TENANT** \_\_\_\_\_

**LOCATION** \_\_\_\_\_

**GENERAL CONTRACTOR** \_\_\_\_\_

<b>GENERAL CONTRACTOR/CONDITIONS</b>
<input type="checkbox"/> TABLE OF CONTENTS
<input type="checkbox"/> TRADE LIST
<input type="checkbox"/> STATUTORY DECLARATION
<input type="checkbox"/> COPIES OF ALL APPLICABLE PERMIT CARDS
<input type="checkbox"/> RECEIPTED GENERAL CONTRACTOR INVOICE(S)
<input type="checkbox"/> INSPECTION STATUS LETTERS FROM THE CITY INDICATING ALL PERMITS ARE CLOSED
<input type="checkbox"/> WSIB CLEARANCE CERTIFICATE
<input type="checkbox"/> CERTIFICATE OF PUBLICATION
<input type="checkbox"/> COPY OF GENERAL CONTRACTORS INSURANCE CERTIFICATE WITH ADDITIONAL INSURED LISTED
<input type="checkbox"/> AS BUILT CONSTRUCTION SCHEDULE
<input type="checkbox"/> CONFIRMATION OF THE FINAL COST OF CONSTRUCTION AND TOTAL SQUARE FOOTAGE

<b>ARCHITECTURAL</b>
<input type="checkbox"/> AS-BUILT HARDCOPY DRAWINGS (PDF & .DWG)
<input type="checkbox"/> AS-BUILT SOFTCOPY DRAWINGS (PDF & .DWG)
<input type="checkbox"/> APPROVED FINISHES CARE AND MAINTENANCE SPECIFICATIONS
<input type="checkbox"/> WARRANTIES
<input type="checkbox"/> HARDWARE SCHEDULE COMPLETE WITH KEYING INFORMATION
<input type="checkbox"/> ARCHITECTS/ DESIGNERS CERTIFICATE OF COMPLETION

<b>MECHANICAL (HVAC AND PLUMBING)</b>
<input type="checkbox"/> AS-BUILT HARDCOPY DRAWINGS (PDF & .DWG)
<input type="checkbox"/> AS-BUILT SOFTCOPY DRAWINGS (PDF & .DWG)
<input type="checkbox"/> MAINTENANCE MANUALS AND APPROVED CUT SHEETS
<input type="checkbox"/> AIR BALANCE REPORT - WRITTEN CONFIRMATION THAT ALL DEFICIENCIES HAVE BEEN RECTIFIED
<input type="checkbox"/> DESIGN ENGINEERS CERTIFICATE OF COMPLETION
<input type="checkbox"/> WARRANTIES FOR EQUIPMENT AND LABOUR

<b>ELECTRICAL</b>
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- |   |
|---|
| <input type="checkbox"/> AS-BUILT HARDCOPY DRAWINGS (PDF & .DWG)    |
| <input type="checkbox"/> AS-BUILT SOFTCOPY DRAWINGS (PDF & .DWG)    |
| <input type="checkbox"/> LIGHT FIXTURE CUT SHEETS                   |
| <input type="checkbox"/> MAINTENANCE MANUALS                        |
| <input type="checkbox"/> ELECTRICAL SAFETY AUTHORITY CERTIFICATES   |
| <input type="checkbox"/> FIRE ALARM VERIFICATION CERTIFICATE        |
| <input type="checkbox"/> DESIGN ENGINEERS CERTIFICATE OF COMPLETION |
| <input type="checkbox"/> WARRANTIES FOR EQUIPMENT AND LABOUR        |
| <input type="checkbox"/> ELECTRICAL WAO AND BALANCE REPORT          |

<b>SPRINKLERS</b>
-------------------

- |  |
|--|
| <input type="checkbox"/> AS-BUILT HARDCOPY DRAWINGS (PDF & .DWG)   |
| <input type="checkbox"/> AS-BUILT SOFTCOPY DRAWINGS (PDF & .DWG)   |
| <input type="checkbox"/> OTHER: APPROVED DESIGN DRAWINGS OF OTHER ENGINEERED SYSTEMS (I.E. PRE-ACTION, FM, ETC.) |
| <input type="checkbox"/> ENGINEERS NFPA 13 LETTER (SPRINKLER AND COVERAGE)                                       |
| <input type="checkbox"/> ENGINEERS NFPA 14 LETTER (STANDPIPE AND FIRE HOSE CABINETS)                             |
| <input type="checkbox"/> DESIGN ENGINEERS CERTIFICATE OF COMPLETION  |



## REFUNDABLE CONSTRUCTION DEPOSIT FORM

SUBMITTED AS:	REFUNDABLE CLOSE-OUT DOCUMENT DEPOSIT: \$5,000.00
CONTRACTOR INFORMATION	
	DATE: _____
COMPANY	BUILDING:
COMPANY CONTACT NAME	SUITE NO.:
COMPANY CONTACT TITLE	EMAIL:
AUTHORIZATION (SIGNATURE)	TELEPHONE NO.:
<p>FURTHER TO THE REQUIREMENTS OUTLINED IN THE DESIGN CRITERIA MANUAL, THE FOLLOWING FORM MUST BE SUBMITTED TO THE PROPERTY MANAGEMENT OFFICE. THIS IS TO PROPERLY DOCUMENT THE REFUNDABLE DEPOSIT. PLEASE ALSO KEEP A COPY OF THIS FORM FOR YOUR RECORD.</p> <p style="text-align: center;"><b>THIS REFUNDABLE DEPOSIT IS REQUIRED PRIOR TO THE START OF ANY CONSTRUCTION WORK</b></p>	
CONSTRUCTION SCOPE	
PROJECT NAME:	PROJECT START DATE:
SITE ADDRESS:	SUITE:
DESCRIPTION:	
PLEASE FORWARD THIS FORM ALONG WITH THE CHEQUE TO THE PROPERTY MANAGEMENT OFFICE	
DEPOSIT CHEQUE SUBMITTED BY:	CHEQUE NO:
(COMPANY NAME)	
NAME (PLEASE PRINT)	DATE:
NAME (SIGNATURE) _____	
<p>CHEQUE IS TO BE MADE PAYABLE TO:  <b>100 Yonge Limited Partnership c/o SP Management Limited Partnership.</b></p>	

## FIRE PROTECTION & SECURITY REQUEST

TO BE FILLED OUT BY THE CONTRACTOR

TOWER: \_\_\_\_\_ DATE OF REQUEST: \_\_\_\_\_

TENANT: \_\_\_\_\_ PROJECT MANAGER: \_\_\_\_\_

SUITE #: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TENANT CONTACT: \_\_\_\_\_ PHONE/CELL/PGR: \_\_\_\_\_

PHONE #: \_\_\_\_\_ SITE FOREMAN: \_\_\_\_\_

CONTRACTOR(S): \_\_\_\_\_ PHONE/CELL/PAGER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REQUEST	AMOUNT OF TIME REQUIRED	DATES/TIMES REQUIRED	
		DURATION FROM	DURATION TO
Sprinkler Drain Down	72 Hrs. (min)		
Fire Standpipe Shutdown	72 Hrs. (min)		
Maglock Testing Zone Bypass	72 Hrs. (min)		
De-activate Manual Pull Station	24 Hrs. (min)		
Deactivate Smoke Zone(s)	24 Hrs. (min)		
Security Escort	24 Hrs. (min)		
Other (specify below)	24 Hrs. (min)		

SCOPE OF WORK (please write description below)		MANAGEMENT OFFICE APPROVAL	
FIRE PROTECTION REQUEST	STANDARD FEES	MINIMUM BOOKING	
Smoke by-pass	\$100	N/a	
Sprinkler drain down	<b>\$300.00</b>	4 hour minimum	
Fire standpipe shutdown	<b>\$300.00</b>	4 hour minimum	
maglock testing - zones bypass -	<b>\$150.00</b>	Two (4) hours	
Fire watch or security escort	<b>\$24.50/hr</b>	Four (4) hours	
STANDARD FEES ARE SUBJECT TO 15% ADMINISTRATION FEE PLUS TAXES			

# HOT WORK PERMIT

THIS PERMIT IS ISSUED SUBJECT TO THE OBSERVATION OF THE RULES ON THE SECOND PAGE

BUILDING: \_\_\_\_\_ SUITE NUMBER: \_\_\_\_\_

PROJECT: \_\_\_\_\_

TENANT: \_\_\_\_\_

CONTACT: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

PROJECT START: \_\_\_\_\_

PROJECT END: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SUPERINTENDENT: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

AUTHORIZATION TO CONDUCT HOT WORK IS GIVEN BY:

\_\_\_\_\_

DATE: \_\_\_\_\_

**SITE PERSONNEL & SUBTRADES**

NAME	TRADE	COMPANY	PHONE	OTHER

**WORK TIME**

DATE	START	FINISH	AREA CHECK TIME	SIGNATURE

**ADDITIONAL DETAILS**


**SIGNATURE REQUIRED BEFORE COMMENCING HOT WORK**

I HAVE REVIEWED THE PERMIT AND I UNDERSTAND THE NATURE AND EXTENT OF THE CONDITIONS ON THE SECOND PAGE OF THIS FORM AND THE RULES AND REGULATIONS FOR THE BUILDING TO BE FOLLOWED IN PERFORMING THE WORK.

CONTRACTORS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MAILED/FAXED IN LIEU OF SIGNATURE  
PG.1 of 2

## GENERAL RULES FOR HOT WORK PERMIT

**WARNING** The use of welding equipment outside of the authorized area requires another permit.

**PRECAUTIONS** Sprinklers are in service Cutting and welding equipment is in good repair

Precautions within 35 ft(10m) of work

Floors swept clean of combustibles

Combustible floors wet down, covered with damp sand or fire resistive sheets

Flammable liquids removed, other combustibles protected with fire resistive tarpaulins or metal shields

All wall and floor openings covered

Fire resistive tarpaulins suspended beneath work

Work on walls or ceilings

Construction in non-combustible and without combustible covering or insulation

Combustibles moved away from other side of wall

Work on enclosed equipment

Enclosed equipment cleaned of all combustibles

Containers purged of flammable liquids

Fire Watch

Fire watcher must stay on the job a minimum of thirty (30) minutes after job is finished

Check work area in 30 minute intervals for at least the next 2-4 hours

Fire watch is supplied with extinguishers, small hose

Fire watch is trained in the use of this equipment and in sounding alarm

Insurance of this HOT WORK PERMIT or any other directions from the Landlord does not relieve the Contractor of their responsibilities for acquiring any necessary permits prior to commencing work.

The Landlord understands that all trades have contracted with the captioned Tenant for work to be done or to be furnished to the captioned premises. Please be advised, as agent for the Landlord of such premises, we notice that the Landlord will not be responsible for doing of the work or furnishing of materials and according to the lien filed against the Landlord's interest in the premises shall be ineffective. All Contactors are advised to govern themselves accordingly.

## **CONTRACTOR SAFETY REQUIREMENTS ACKNOWLEDGEMENT**

1. Safety requirements will be clearly stated in tendering documents (where utilized) and will be discussed with prospective contractors. Compliance with all relevant legislation and the corporate safety procedures is mandatory.
2. Where appropriate, contractors will have their own safety program in place, and it will be evaluated as part of the tender or other contract award process.
3. Contractors are responsible for the administration of their own safety program while working at any the property, as well as maintaining their own WSIB coverage, clearance certificates and liability insurance: Provide documented proof of same upon request. Contracted companies will promptly investigate any accidents or injuries to their workers, will prepare and maintain investigation reports and injury statistics, and will provide same upon request.
4. Contractors are responsible for ensuring the health and safety of their own workers and any sub-contractually arranged workers while conducting work at the property location.

### **Contractor Selection:**

Scotia Plaza Management will maintain records of Contractors' safety performance, and will document any unsatisfactory conduct and the reason for the note. Contracts shall not be re-awarded to those who display poor workmanship or lack of appreciation for workplace safety and health initiatives. Contractors will not be accepted if:

- Equipment and staff do not meet acceptable health and safety specifications;
- Contractors have an unacceptable accident frequency as reported by WSIB/WCB;
- Reference checks suggest either of the above.

### **Monitoring:**

Contractor work will be monitored by the Landlord to evaluate and ensure compliance with legislation and Scotia Plaza Management safety standards. Results will be documented, and deficiencies immediately reported to the Contractor. Records will be filed for use in future contract considerations. Corrective action, up to and including termination of the contract will take place if unsafe work is observed and not corrected or continues despite prior notification and discussion.

The Landlord will stop the contract work if an unsafe condition is noted or persons may be exposed to an imminent hazard. Work will not resume until the situation identified has been corrected to the satisfaction of the Landlord.

Any Property Management employee, who observes a hazardous condition or an unsafe act by a contractor, will immediately report it to Security or Property Management, to take appropriate corrective action.

### **Contractor Obligations & Operations Guide**

SP Management LP & 100 Yonge operate in compliance with all provisions of the Occupational Health and Safety Act & applicable Provincial Safety Regulations and Statutes.

All Contract personnel conducting work or providing services for SP Management LP or any of its managed properties, are required to work in compliance with all provisions of Ontario Occupational Health and Safety legislation, and are to comply with, and ensure their employees and any other subcontractors or agents working on their behalf comply with, our Corporate Health and Safety Policy and written safe work procedures.

Where five (5) or more employees of any contract company are employed at any property location, a Health and Safety Representative shall be selected from amongst them to represent the contract workers' H&S interests on that project. The contractor's representative shall be introduced to the Landlord's representative at the respective location.

Contract workers will be acquainted with all potential hazards in the work they are to conduct as well as those in the workplace, including exposure to toxic substances. All contract personnel will have received WHMIS training and provide proof of training upon request, where there is any likelihood of exposure to any potentially hazardous product.

The contractor will provide information, instruction and supervision to their workers to protect their health and safety. Every reasonable precaution under the circumstances will be taken to ensure their safety while working at any property.

The contractor will ensure that appropriate protective equipment, materials and devices for the protection of workers are provided, maintained in good condition, used by workers as prescribed by legislation and corporate safety policies and safe work procedures.

Contractors will immediately notify Property Management, of any abnormal workplace conditions found during work being conducted, and shall notify them immediately of any possible exposures to toxic or controlled products, or of chemical spills that may affect the environment, any person, or work being done.

Contract personnel shall properly label, store, and dispose of any potentially toxic or hazardous materials, off site in accordance with the applicable legislation.

Contractors shall obtain prior to commencing work, any necessary Municipal, Provincial or Federal approvals or permits, have them available at the site and provide them to property management representatives, upon request.

Scotia Plaza Management reserves the right to stop the work of any contractor or contracted employees where we deem the work to be unsafe, or contrary to our safe work procedures. In these instances, work will not resume until the situation has been corrected satisfactorily, and that of our employees, as appropriate.

\_\_\_\_\_  
On behalf of Scotia Plaza Management

Signed by the Contractor, indicating that the Tenant & Design Criteria Manual has been provided, is understood, and will be complied with while conducting work on any project, property or premises.

Date: \_\_\_\_\_

\_\_\_\_\_  
On behalf of The Contractor

# DOCUMENTATION REQUIRED FOR RELEASE OF TENANT ALLOWANCE

**TENANT**

\_\_\_\_\_

**LOCATION**

\_\_\_\_\_

**GENERAL CONTRACTOR**

\_\_\_\_\_

<b>DOCUMENTATION REQUIRED</b>
<input type="checkbox"/> STATUTORY DECLARATION
<input type="checkbox"/> RECEIPTED INVOICES FOR TENANT IMPROVEMENT WORK COMPLETED
<input type="checkbox"/> PERMIT SIGN-OFFS OR DECLARATION THAT THERE ARE NO OUTSTANDING ISSUES WITH THE BUILDING DEPARTMENT
<input type="checkbox"/> WSIB CLEARANCE CERTIFICATE
<input type="checkbox"/> CERTIFICATE OF PUBLICATION
<input type="checkbox"/> COMPLETION OF LIEN PROTECTION
<input type="checkbox"/> COPY OF GENERAL CONTRACTORS INSURANCE CERTIFICATE WITH ADDITIONAL INSURED LISTED
<input type="checkbox"/> CONFIRMATION OF THE FINAL COST OF CONSTRUCTION AND TOTAL SQUARE FOOTAGE

<b>ARCHITECTURAL</b>
<input type="checkbox"/> AS-BUILT HARDCOPY DRAWINGS (PDF & AutoCAD)
<input type="checkbox"/> AS-BUILT SOFTCOPY DRAWINGS (PDF & AutoCAD)
<input type="checkbox"/> APPROVED FINISHES CARE AND MAINTENANCE SPECIFICATIONS
<input type="checkbox"/> WARRANTIES
<input type="checkbox"/> HARDWARE SCHEDULE COMPLETE WITH KEYING INFORMATION
<input type="checkbox"/> ARCHITECTS/ DESIGNERS CERTIFICATE OF COMPLETION

<b>MECHANICAL (HVAC AND PLUMBING)</b>
<input type="checkbox"/> AS-BUILT HARDCOPY DRAWINGS (PDF & AutoCAD)
<input type="checkbox"/> AS-BUILT SOFTCOPY DRAWINGS (PDF & AutoCAD)
<input type="checkbox"/> MAINTENANCE MANUALS AND APPROVED CUT SHEETS
<input type="checkbox"/> AIR BALANCE REPORT - WRITTEN CONFIRMATION THAT ALL DEFICIENCIES HAVE BEEN RECTIFIED
<input type="checkbox"/> DESIGN ENGINEERS CERTIFICATE OF COMPLETION
<input type="checkbox"/> WARRANTIES FOR EQUIPMENT AND LABOUR

<b>ELECTRICAL</b>
<input type="checkbox"/> AS-BUILT HARDCOPY DRAWINGS (PDF & AutoCAD)
<input type="checkbox"/> AS-BUILT SOFTCOPY DRAWINGS (PDF & AutoCAD)
<input type="checkbox"/> LIGHT FIXTURE CUT SHEETS
<input type="checkbox"/> MAINTENANCE MANUALS
<input type="checkbox"/> ELECTRICAL SAFETY AUTHORITY CERTIFICATES
<input type="checkbox"/> FIRE ALARM VERIFICATION CERTIFICATE
<input type="checkbox"/> DESIGN ENGINEERS CERTIFICATE OF COMPLETION
<input type="checkbox"/> WARRANTIES FOR EQUIPMENT AND LABOUR

<b>SPRINKLERS</b>
<input type="checkbox"/> AS-BUILT HARDCOPY DRAWINGS (PDF & AutoCAD)
<input type="checkbox"/> AS-BUILT SOFTCOPY DRAWINGS (PDF & AutoCAD)
<input type="checkbox"/> OTHER: APPROVED DESIGN DRAWINGS OF OTHER ENGINEERED SYSTEMS (I.E. PRE-ACTION, FM, ETC.)
<input type="checkbox"/> ENGINEERS NFPA 13 LETTER (SPRINKLER AND COVERAGE)
<input type="checkbox"/> ENGINEERS NFPA 14 LETTER (STANDPIPE AND FIRE HOSE CABINETS)
<input type="checkbox"/> DESIGN ENGINEERS CERTIFICATE OF COMPLETION
<input type="checkbox"/> WARRANTIES FOR EQUIPMENT AND LABOUR



# CONTRACTOR ASBESTOS AWARENESS FORM

CONTRACTOR COMPANY NAME: \_\_\_\_\_

COMPANY REPRESENTATIVE: \_\_\_\_\_

By signing this form, I acknowledge that I may be working with or working in areas with asbestos-containing materials (ACM). I understand that 100 Yonge Limited Partnership has an Asbestos Management Program in place at the site, and that this document is available for review. Furthermore, if I have been contracted to perform asbestos abatement work I acknowledge that I have been provided with a complete report. If my work involves asbestos abatement work and during the work a material is discovered that was not referred to in the report and may be asbestos-containing material I will immediately report this occurrence to Scotia Plaza Management Personnel. If my work scope is not asbestos abatement and should my work require the disturbance of asbestos suspected or confirmed ACM's or if I encounter materials have been disturbed, I will immediately report the situation to 100 Yonge Limited Partnership Personnel or the Project Manager.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date